Metropolitan Nashville and Davidson County, TN
Meeting Agenda

Metropolitan Council

Metropolitan Courthouse
1 Public Square, Ste. 204
Nashville, TN 37201

Tuesday, March 2, 2021 | **6:30 PM** | **Metropolitan Courthouse**

Announcements

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Approval of Minutes

E. Notice of Electronic Meeting and Public Access

Members of the public are encouraged not to attend this meeting in person in order to protect the public health, safety, and welfare. Council Members will participate electronically, and members of the public may watch the meeting live online at stream.nashville.gov. Metro Nashville and Davidson County residents can also view Metro Nashville Network on Comcast channel 3, AT&T Uverse channel 99, Google Fiber channel 3 and streaming on the MNN Roku channel. Please visit https://www.nashville.gov/Metro-Council/Virtual-Council-Meetings.aspx for additional information about remote participation in Metro Council public hearings.

Members of the public wishing to speak on public hearing matters may call (629) 255-1931 when the item is called up on the agenda and provide live input.

F. Elections and Confirmations

F1. 21-014 Farmers Market Board

Appointment of Mr. Scott Moskovitz for a term expiring May 5, 2026. Mr. Moskovitz will fill the unexpired term of Mr. Tandy Wilson.

Legislative History

2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

F2. 21-015 Fire and Building Code Appeals Board

Reappointment of Mr. Cal Nielson for a term expiring March 1, 2025.

Legislative History

2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

F3. 21-016 Nashville Education, Community and Arts Television

Appointment of Ms. Jen-Jen Lin for a term expiring February 5, 2024.

Legislative History

2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

F4. 21-017 Nashville Education, Community and Arts Television

Appointment of Ms. Brynn Plummer for a term expiring February 5, 2024.

Legislative History

2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

G. Resolutions on Public Hearing

1. RS2021-783 A resolution exempting East Nashville Beer Works, located at 320 E Trinity Lane, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

Sponsors: Parker

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

2. RS2021-784 A resolution exempting Epice, LLC, located at 2902 12TH Avenue S., from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

Sponsors: Sledge

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

3. RS2021-785 A resolution exempting The Rock N' Dough Pizza Company, located at 1105 51st Avenue N., from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

Sponsors: Roberts

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

4. RS2021-786 A resolution exempting Southern Grist Brewing Company, located at 750 Douglas Avenue, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

Sponsors: Parker

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

H. Bills on Public Hearing

5. BL2020-526 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

Sponsors: Taylor

Attachments: BL2020-526

Legislative History

9/12/19	Planning Commission (8-0)	approved
10/27/20	Metropolitan Council	filed
11/5/20	Metropolitan Council	passed on first reading
11/6/20	Metropolitan Council 1/8/2021 advertised 2/5/2021 advertised	advertised
12/1/20	Metropolitan Council 12/1/21 public hearing deferred to February 2, 2021 2/2/21 public hearing deferred to March 2, 2021	public hearing set
12/1/20	Metropolitan Council Deferred to February 2, 2021	deferred
2/2/21	Metropolitan Council	deferred

6. BL2020-535 An ordinance amending Titles 16 and 17 of the Metropolitan Code of Laws regarding the design and operation of outdoor electrical lighting to achieve light pollution reduction consistent with International Dark Skies Association guidelines (Proposal No. 2020Z-014TX-001).

Sponsors: Allen, Welsch, OConnell, Murphy, Bradford and Hancock

Legislative History

11/10/20	Metropolitan Council	filed
11/17/20	Metropolitan Council February 2, 2021	deferred to
11/17/20	Metropolitan Council	passed on first reading

1/8/21	Metropolitan Council 2/5/2021 advertised	advertised
1/26/21	Metropolitan Council 2/11/21 Planning Commission reset to February 25, 2021	referred to the Planning Commission
2/2/21	Metropolitan Council Public hearing deferred to March 2, 2021	public hearing set
2/2/21	Metropolitan Council	deferred

7. BL2020-578 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

Sponsors: Taylor

Attachments: BL2020-578 plans

BL2020-578 sketch

Legislative History

11/12/20	Planning Commission (6-0-1)	approved with conditions, disapproved without
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council 1/8/2021 advertised 2/5/2021 advertised	advertised
1/5/21	Metropolitan Council 1/5/21 public hearing deferred to February 2, 2021 2/2/21 pubic hearing deferred to March 2, 2021	public hearing set
1/5/21	Metropolitan Council Deferred to February 2, 2021	deferred
2/2/21	Metropolitan Council	deferred

8. BL2021-607 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-001).

Sponsors: Welsch

Attachments: BL2021-607 sketch

Legislative History

12/10/20	Planning Commission (9-0)	approved
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council 2/5/2021 advertised	advertised
2/2/21	Metropolitan Council Public hearing deferred to March 2, 2021	public hearing set
2/2/21	Metropolitan Council	deferred

9. BL2021-610 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by cancelling a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

Sponsors: Gamble

Attachments: BL2021-610 sketch

Legislative History

12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council 2/5/2021 advertised	advertised
2/2/21	Metropolitan Council Public hearing deferred to March 2, 2021	public hearing set
2/2/21	Metropolitan Council	deferred
2/11/21	Planning Commission (5-1)	approved

10. BL2021-619 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)

Sponsors: Roberts and Welsch

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
2/11/21	Planning Commission (8-0)	approved with an amendment

11. BL2021-620 An ordinance amending Chapters 17.36 and 17.40 of Title 17 of the Metropolitan Code to create a Detached Accessory Dwelling Unit (DADU) Overlay District. (Proposal No. 2021Z-002TX-001).

Sponsors: Allen, Parker, Welsch and OConnell

Legislative History

1/26/21	Metropolitan Council	filed
1/26/21	Metropolitan Council	referred to the Planning Commission
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

12. BL2021-621 An Ordinance amending Sections 17.40.720 and 17.40.730 of the Metropolitan Code, Zoning Regulations, to require additional public notice regarding applications for permits from the Historic Zoning Commission (Proposal No. 2021Z-003TX-001).

Sponsors: Murphy

Legislative History

1/26/21	Metropolitan Council	filed
1/26/21	Metropolitan Council	referred to the Planning Commission
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

13. BL2021-633 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-001).

Sponsors: Parker

Attachments: BL2021-633 sketch

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

14. BL2021-634 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), all of which is described herein (Proposal No 2021Z-016PR-001).

Sponsors: Sledge

Attachments: BL2021-634 owners list

BL2021-634 sketch

Legislative History

1/26/21	Metropolitan Council	filed
1/26/21	Metropolitan Council	referred to the Planning Commission 1/21/21 Planning Commission reset to February 11, 2021 2/11/21 Planning Commission reset to February 25, 2021
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

15. BL2021-635 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), all of which is described herein (Proposal No. 2021UD-001-001).

Sponsors: Sledge

Attachments: BL2021-635 owners list

BL2021-635 plans

BL2021-635 sketch

Legislative History

1/26/21	Metropolitan Council	filed
1/26/21	Metropolitan Council	referred to the Planning Commission 1/21/21 Planning Commission reset to February 11, 2021 2/11/21 Planning Commission reset to February 25, 2021
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

16. BL2021-636 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Sponsors: Taylor

Attachments: BL2021-636

BL2021-636 plans

Legislative History

9/24/20	Planning Commission (7-0)	approved with conditions, disapproved without
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

17. BL2021-637 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-001).

Sponsors: Parker

Attachments: BL2021-637 sketch

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

18. BL2021-638 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

Sponsors: Hall

Attachments: BL2021-638 plans

BL2021-638 sketch

Legislative History

12/10/20	Planning Commission (9-0)	approved with conditions, disapproved without
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

19. BL2021-639 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

Sponsors: Taylor

Attachments: BL2021-639

Legislative History

5/28/20	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

20. BL2021-640 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

Sponsors: Parker

Attachments: BL2021-640 sketch

Legislative History

1/21/21	Planning Commission (7-0-1)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

21. BL2021-641 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-001).

Sponsors: VanReece

Attachments: BL2021-641 sketch

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

22. BL2021-642 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-001)

Sponsors: Hall

Attachments: BL2021-642 sketch

Legislative History

1/21/21	Planning Commission (7-1)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

23. BL2021-643 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

Sponsors: Parker

Attachments: BL2021-643 sketch

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

24. BL2021-644 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-001).

Sponsors: Johnston

Attachments: BL2021-644 sketch

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised

25. BL2021-645 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-001-001).

Sponsors: Toombs

Attachments: BL2021-645

BL2021-645 owners list

BL2021-645 sketch

Legislative History

2/1/21	Metropolitan Council	filed
2/2/21	Metropolitan Council	passed on first reading
2/5/21	Metropolitan Council	advertised
2/23/21	Metropolitan Council	referred to the Planning Commission

I. Consent Resolutions and Resolutions

26. RS2020-649 A resolution approving Amendment Four to an Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for improvements on Jefferson Street, Federal No. STP-M-1900(28), State No. 19LPLM-F3-011, PIN 103490, Prop No. 2020M-023AG-001.

Sponsors: Taylor, Toombs, Murphy, Nash and Suara

Attachments: RS2020-649 Legislative Packet

Legislative History

10/14/20	Planning Commission	approved
11/16/20	Budget and Finance Committee	approved
11/17/20	Public Works Committee	approved
11/17/20	Metropolitan Council	deferred
12/1/20	Metropolitan Council deferred to January 5, 2021	deferred
1/4/21	Planning, Zoning, and Historical Committee 11/16/20 recommended for deferral 11/30/20 recommended for deferral to February 2, 2021	approved
1/5/21	Metropolitan Council	deferred indefinitely
2/16/21	Metropolitan Council	reinstated

27. RS2021-757 Initial resolution determining to issue general obligation bonds of The Metropolitan Government of Nashville and Davidson County in an aggregate principal amount of not to exceed $474,610,000.

Sponsors: Toombs, VanReece and Rosenberg

Attachments: RS2021-757 Exhibit A

RS2021-757 Exhibit B

Legislative History

2/9/21	Metropolitan Council 2/16/2021 deferred by rule	referred to the Budget and Finance Committee
2/16/21	Metropolitan Council	deferred

28. RS2021-787 A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County and Youth Opportunity Investments, LLC, for operation and management services for the Davidson County Juvenile Detention Facility.

Sponsors: Toombs and Gamble

Attachments: RS2021-787 YOI Contract

Legislative History

2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

29. RS2021-788 A resolution approving the election of certain Notaries Public for Davidson County.

Sponsors: Johnston

Attachments: RS2021-788 County Clerk Notaries Letter

RS2021-788 List of Notaries

Legislative History

2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
2/23/21	Metropolitan Council	filed

30. RS2021-789 A resolution approving an application for a grant from the Tennessee Historical Commission to the Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, to provide for a comprehensive, countywide cemetery preservation plan.

Sponsors: Toombs, Murphy, Bradford, Gamble and Suara

Attachments: RS2021-789 Grant Application

Legislative History

2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

31. RS2021-790 A resolution approving an intergovernmental license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2021M-003AG-001)

Sponsors: Rhoten, VanReece and Murphy

Attachments: RS2021-790 Attachments

Legislative History

1/28/21	Planning Commission	approved

2/23/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

32. RS2021-791 A resolution accepting an in-kind grant from the McCabe Park Little League to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to provide materials and labor to improve and develop McCabe Park in order to better serve the community.

Sponsors: Murphy, Toombs, VanReece and Suara

Attachments: RS2021-791 Grant Attachment

Legislative History

2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

33. RS2021-792 A resolution approving a Construction Agreement by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (CSXT), and the Metropolitan Government of Nashville and Davidson County, acting by and through its Department of Public Works, for the reimbursement of CSXT performed railroad crossing safety improvements at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S-(315), PIN 123221.00. (Proposal No. 2021M-007AG-001).

Sponsors: Toombs, Murphy and Nash

Attachments: RS2021-792 Agreement

Legislative History

2/11/21	Planning Commission	approved
2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

34. RS2021-793 A resolution approving amendment 2 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, for the reimbursement of railroad crossing safety improvements at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S-(315), PIN 123221.00. (Proposal No. 2020M-015AG-003).

Sponsors: Toombs, Murphy and Nash

Attachments: RS2021-793 Agreement

Legislative History

2/11/21	Planning Commission	approved
2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

35. RS2021-794 A resolution approving a Memorandum of Understanding to transfer solid waste disposal responsibilities from the Department of Public Works to the Department of Water and Sewerage Services along with the related operational activities, personnel, and equipment.

Sponsors: Rutherford and Nash

Attachments: RS2021-794 MOU

Legislative History

2/23/21	Metropolitan Council	referred to the Personnel, Public Information, Human Relations, and Veterans Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

36. RS2021-795 A resolution authorizing Parking Management Company LLC to construct and install an aerial encroachment at 207 7th Avenue North. (Proposal No.2020M-037EN-001).

Sponsors: OConnell, Murphy and Nash

Attachments: RS2021-795 Encroachment Exhibit

RS2021-795 Encroachment Agreement

Legislative History

12/4/20	Planning Commission	approved
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

37. RS2021-796 A resolution authorizing The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, hereinafter called the "Licensee," to enter into a Facility Encroachment Agreement with CSX TRANSPORTATION, INC. hereinafter called "Licensor" to construct, use and maintain water main in the railroad right-of-way at Division Street, south of 7th Avenue South in Davidson County, (Project No. 20-WG-070 and Proposal No. 2021M-008AG-001).

Sponsors: OConnell, Toombs, Murphy and Nash

Attachments: RS2021-796 Agreement

Legislative History

2/11/21	Planning Commission	approved
2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

38. RS2021-797 A resolution approving an application for a Flood Mitigation Assistance Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, for flood mitigation.

Sponsors: Toombs, Nash and Suara

Attachments: RS2021-797 Grant Application

Legislative History

2/23/21	Metropolitan Council	referred to the Budget and Finance Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

39. RS2021-798 A resolution approving Amendment 1 to a grant contract between the State of Tennessee, Department of Environment and Conservation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to extend the term of the grant contract.

Sponsors: Nash

Attachments: RS2021-798 Grant Contract

Legislative History

2/23/21	Metropolitan Council	referred to the Public Works Committee

40. RS2021-799 A resolution to amend Ordinance No. BL2020-353 to authorize The Metropolitan Government of Nashville and Davidson County to accept additional sanitary sewer manholes and a fire hydrant assembly, for property located at 810 Division Street (MWS Project Nos. 20-SL-59 and 20-WL-139 and Proposal No. 2020M-044ES-002).

Sponsors: OConnell, Murphy and Nash

Attachments: RS2021-799 Exhibit

Legislative History

1/28/21	Planning Commission	approved
2/23/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/23/21	Metropolitan Council	referred to the Public Works Committee

41. RS2021-800 A resolution supporting HB818/SB815 currently pending in the Tennessee General Assembly to allow the Metropolitan Development and Housing Agency to enter into payment in lieu of tax agreements for mixed-finance projects that include an affordable housing component.

Sponsors: Allen

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Affordable Housing Committee

42. RS2021-801 A resolution supporting HB824/SB1029 currently pending in the Tennessee General Assembly to prohibit sports betting license holders from allowing bets to be taken where alternative financial services establishments provide flex loans, title loans, deferred presentment loans, or check cashing.

Sponsors: Syracuse, OConnell, Evans, Benedict, Pulley, Welsch, Bradford, Sledge, Hausser, Hall, Suara, Nash and VanReece

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

43. RS2021-802 A Resolution recognizing Tennessee Performing Arts Center's 40th anniversary.

Sponsors: Murphy and OConnell

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

44. RS2021-803 A Resolution recognizing the 50th anniversary of the Exit/In.

Sponsors: Taylor, Syracuse, Vercher, Parker, Withers, Toombs, VanReece, OConnell, Johnston, Cash, Swope, Benedict, Styles, Suara, Sledge, Murphy, Evans, Druffel, Pulley, Hurt, Nash, Hagar, Hancock, Gamble and Welsch

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee

J. Bills on Introduction and First Reading

45. BL2021-617 An ordinance repealing Resolution No. RS2020-154 pertaining to the $10,000,000 annual Metro Water Services payment in lieu of taxes, and amending Chapter 15.32 of the Metropolitan Code to reduce water rates to offset the $10,000,000.

Sponsors: OConnell, Murphy, Glover, Hurt, Evans, Suara and Henderson

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council Deferred to March 2, 2021	deferred

46. BL2021-657 An ordinance to amend Chapter 2.64 of the Metropolitan Code to require an annual board/commission membership demographic report to be provided to the Metropolitan Council.

Sponsors: Cash

Legislative History

2/23/21	Metropolitan Council	filed

47. BL2021-658 An ordinance amending Title 10 of the Metropolitan Code of Laws to adopt the 2018 National Fire Prevention Association NFPA 1 Fire Code, as amended, for use throughout the Metropolitan Government, and the 2018 NFPA 101 Life Safety Code, as amended, for certain occupancies.

Sponsors: Cash and Suara

Legislative History

2/23/21	Metropolitan Council	filed

48. BL2021-659 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Day Street right-of-way from West Trinity Lane southwestwardly. (Proposal Number 2020M-021AB-001).

Sponsors: Toombs, Murphy, Nash and OConnell

Attachments: BL2021-659 Exhibit

Legislative History

12/14/20	Traffic and Parking Commission	approved

2/23/21 Metropolitan Council referred to the Planning Commission

49. BL2021-660 An ordinance authorizing Gateway Poplar, Inc. to install, construct and maintain underground encroachments in the right-of-way located at 750 Old Hickory Blvd. (Proposal No. 2020M-036EN-001).

Sponsors: Murphy and Nash

Attachments: BL2021-660 Agreement

BL2021-660 Exhibit

Legislative History

2/23/21 Metropolitan Council referred to the Planning Commission

50. BL2021-661 An ordinance authorizing Crescent Nashville West, LLC to install, construct and maintain underground encroachments in the right-of-way located at 7113 Charlotte Pike. (Proposal No. 2020M-035EN-001).

Sponsors: Hausser, Murphy and Nash

Attachments: BL2021-661 Agreement

BL2021-661 Exhibit

Legislative History

2/23/21 Metropolitan Council referred to the Planning Commission

51. BL2021-662 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the 210 Belding Drive Stormwater Improvement Project for five properties located on Belding Drive and Eldon Court, (Project No. 21-SWC-179 and Proposal No. 2021M-006ES-001).

Sponsors: Rhoten, Murphy and Nash

Attachments: BL2021-662 Attachments

Legislative History

1/25/21 Planning Commission approved

52. BL2021-663 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1 (MWS Project Nos. 20-SL-136 and 20-WL-72 and Proposal No. 2021M-007ES-001).

Sponsors: Murphy and Nash

Attachments: BL2021-663 Exhibit

Legislative History

1/28/21 Planning Commission approved

53. BL2021-664 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sewer main, sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development (MWS Project No. 20-SL-106 and Proposal No. 2021M-005ES-001).

Sponsors: Rutherford, Murphy and Nash

Attachments: BL2021-664 Attachments

Legislative History

1/25/21 Planning Commission approved

54. BL2021-665 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a fire hydrant assembly, for property located at 902 Murfreesboro Pike (MWS Project No. 20-WL-160 and Proposal No. 2021M-008ES-001).

Sponsors: Syracuse, Murphy and Nash

Attachments: BL2021-665 Attachments

Legislative History

1/28/21 Planning Commission approved

55. BL2021-666 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer force and water mains, fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park (MWS Project Nos. 20-SL-239 and 20-WL-119 and Proposal No. 2021M-009ES-001).

Sponsors: Murphy and Nash

Attachments: BL2021-666 Attachments

Legislative History

1/28/21 Planning Commission approved

56. BL2021-667 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, all of which is described herein (Proposal No. 2021SP-001-001).

Sponsors: Toombs

Attachments: BL2021-667 plans

BL2021-667 sketch

Legislative History

2/19/21 Planning Commission approved with conditions, disapproved without

(5-1)

2/23/21	Metropolitan Council	filed

57. BL2021-668 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6-A to SP zoning for properties located at 1321 and 1323 Pillow Street, at the northwest corner of Merritt Avenue and Pillow Street, (0.46 acres), to permit a maximum of 39 multi-family residential units, all of which is described herein (Proposal No. 2020SP-052-001).

Sponsors: Sledge

Attachments: BL2021-668 plans

BL2021-668 sketch

Legislative History

2/23/21	Metropolitan Council	filed
2/23/21	Metropolitan Council	referred to the Planning Commission 2/11/21 Planning Commission reset to February 25, 2021

58. BL2021-669 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), all of which is described herein (Proposal No. 2021Z-005PR-001).

Sponsors: Toombs

Attachments: BL2021-669 sketch

Legislative History

1/22/21	Planning Commission (8-0)	approved
2/23/21	Metropolitan Council	filed

59. BL2021-670 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-139PR-001).

Sponsors: Porterfield

Attachments: BL2021-670 sketch

Legislative History

2/19/21	Planning Commission (8-0)	approved
2/23/21	Metropolitan Council	filed

60. BL2021-671 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), all of which is described herein (Proposal No. 2021Z-003PR-001).

Sponsors: Toombs

Attachments: BL2021-671 sketch

Legislative History

2/19/21	Planning Commission (6-0)	approved
2/23/21	Metropolitan Council	filed

61. BL2021-672 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), all of which is described herein (Proposal No. 2021Z-008PR-001).

Sponsors: Welsch

Attachments: BL2021-672 sketch

Legislative History

2/19/21	Planning Commission (5-1)	approved
2/23/21	Metropolitan Council	filed

62. BL2021-673 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), all of which is described herein (Proposal No. 2021Z-012PR-001).

Sponsors: Toombs

Attachments: BL2021-673 sketch

Legislative History

1/22/21	Planning Commission (8-0)	approved
2/23/21	Metropolitan Council	filed

63. BL2021-674 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), all of which is described herein (Proposal No. 2021Z-013PR-001).

Sponsors: Toombs

Attachments: BL2021-674 sketch

Legislative History

2/19/21	Planning Commission (7-0-1)	approved
2/23/21	Metropolitan Council	filed

K. Bills on Second Reading

64. BL2020-387 An ordinance amending Section 3.24.010 of the Metropolitan Code of Laws pertaining to health insurance benefits for Members of the Metropolitan Council after they leave office.

Sponsors: Hancock, Evans, OConnell, Bradford, Rutherford and Henderson

Attachments: Ordinance - Hancock - Health Insurance

Amendment - BL2020-387 - O'Connell - Extending grandfathering to 202

Legislative History

8/4/20	Metropolitan Council	passed on first reading
8/4/20	Budget and Finance Committee	disapproved
8/18/20	Metropolitan Council	deferred indefinitely
9/1/20	Metropolitan Council	reinstated
9/1/20	Metropolitan Council	passed on first reading
9/15/20	Metropolitan Council	amended
9/15/20	Metropolitan Council	deferred
	Second reading deferred to March 2, 2021	
2/23/21	Metropolitan Council	referred to the Personnel, Public Information, Human Relations, and Veterans Committee
	8/2/20 recommended for indefinite deferral	

65. BL2020-448 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), all of which is described herein (Proposal No. 2019Z-080PR-001).

Sponsors: Toombs

Attachments: BL2020-448

Legislative History

5/23/19	Planning Commission (7-0)	approved
9/1/20	Metropolitan Council	passed on first reading
10/6/20	Metropolitan Council Public hearing deferred to November 5, 2020 Public hearing reset to April 6, 2021	public hearing set
10/6/20	Metropolitan Council November 5, 2020	deferred to
11/5/20	Metropolitan Council	deferred indefinitely
2/18/21	Metropolitan Council Bill to be advertised for public hearing on April 6, 2021	reinstated

66. BL2021-618 An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, blast.

Sponsors: OConnell, Welsch, Allen and Suara

Legislative History

1/26/21	Metropolitan Council	filed
2/2/21	Metropolitan Council 2/16/21 recommended for deferral	referred to the Budget and Finance Committee
2/2/21	Metropolitan Council	referred to the Codes, Fair, and Farmers Market Committee
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Metropolitan Council	deferred

67. BL2021-622 An ordinance to amend the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County, by changing the name of Carney Street from 4th Avenue South to Ensley Boulevard to “Bianca Paige Way”. (Proposal No. 2021M-002SR-001)

Sponsors: Sledge, Withers, VanReece, Bradford, Young, Benedict and Welsch

Attachments: BL2021-622 Attachments

Historical Commission Staff Report for BL2021-622

Legislative History

1/26/21	Metropolitan Council	filed

2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee 2/16/21 recommended for deferral
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading
2/11/21	Planning Commission	approved with conditions
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	deferred
2/18/21	Emergency Communications District Board	approved

68. BL2021-646 An ordinance making amendments to various provisions of Titles 2 and 12 of the Metropolitan Code to facilitate the implementation and operation of a Smart Parking program.

Sponsors: OConnell, Nash, Hancock and Welsch

Legislative History

2/9/21	Metropolitan Council	referred to the Traffic and Parking Commission
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/16/21	Metropolitan Council	passed on first reading

69. BL2021-647 An ordinance authorizing 3H Group, Inc. to install, construct and maintain underground and aerial encroachments in the right-of-way located at 1500 Charlotte Avenue (Proposal No. 2021M-001EN-001).

Sponsors: OConnell, Murphy and Nash

Attachments: BL2021-647 agreement and sketch

BL2021-647 certificate of insurance

Legislative History

1/19/21	Planning Commission	approved
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	passed on first reading

70. BL2021-648 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an approximate eighty-foot portion of Lea Avenue right-of-way between 7th Avenue South and 8th Avenue South. (Proposal Number 2021M-002AB-001).

Sponsors: OConnell, Murphy and Nash

Attachments: BL2021-648 attachments

Legislative History

12/22/20	Planning Commission	approved
1/11/21	Traffic and Parking Commission	approved
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/16/21	Metropolitan Council	passed on first reading

71. BL2021-649 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 2058 right-of-way south of Lebanon Pike and east of Rucker Avenue. (Proposal Number 2020M-022AB-001).

Sponsors: OConnell, Murphy and Nash

Attachments: BL2021-649 attachments

Legislative History

12/16/20	Planning Commission	approved
1/11/21	Traffic and Parking Commission	approved
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/16/21	Metropolitan Council	passed on first reading

72. BL2021-650 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 142 right-of-way and easement from Lea Avenue to Drexel Street. (Proposal Number 2021M-001AB-001).

Sponsors: OConnell, Murphy and Nash

Attachments: BL2021-650 attachments

Legislative History

1/4/21	Planning Commission	approved with conditions
1/11/21	Traffic and Parking Commission	approved
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/16/21	Metropolitan Council	passed on first reading

73. BL2021-651 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an Unnumbered Alley right-of-way and easement from the 6th Avenue South and Oak Street intersection southwestward. (Proposal Number 2020M-019AB-001).

Sponsors: Sledge, Murphy, Nash and OConnell

Attachments: BL2021-651 supporting docs

Legislative History

11/19/20	Planning Commission	approved
2/9/21	Metropolitan Council	referred to the Traffic and Parking Commission
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/16/21	Metropolitan Council	passed on first reading

74. BL2021-652 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains and easements, and to accept new public water mains, fire hydrant assemblies, and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered) (MWS Project No. 19-WL-126 and Proposal No. 2021M-004ES-001).

Sponsors: Sledge, Murphy and Nash

Attachments: BL2021-652 Exhibit

Legislative History

1/8/21	Planning Commission	approved
2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	passed on first reading

75. BL2021-653 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon a sanitary sewer main, adjust a sanitary sewer manhole, and to accept sanitary sewer main encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House (MWS Project No. 20-SL-191 and Proposal No. 2021M-003ES-001).

Sponsors: Sledge, Murphy and Nash

Attachments: BL2021-653 Exhibit

Legislative History

1/8/21	Planning Commission	approved

2/16/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
2/16/21	Metropolitan Council	referred to the Public Works Committee
2/16/21	Metropolitan Council	passed on first reading

L. Bills on Third Reading

76. BL2020-385 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), all of which is described herein (Proposal No. 2020NL-002-001).

Sponsors: Rhoten

Attachments: BL2020-385

BL2020-385 Plans

Legislative History

5/28/20	Planning Commission (8-0)	approved with conditions
7/21/20	Metropolitan Council	passed on first reading
9/1/20	Metropolitan Council	passed on second reading
9/1/20	Metropolitan Council	public hearing set
9/15/20	Metropolitan Council	deferred
10/6/20	Metropolitan Council Deferred to December 1, 2020	deferred to
11/30/20	Planning, Zoning, and Historical Committee	approved
12/1/20	Metropolitan Council Deferred to March 2, 2021	deferred

77. BL2020-529 An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

Sponsors: Pulley

Attachments: BL2020-529

BL2020-529 Plans

Legislative History

8/27/20	Planning Commission (4-2)	approved with conditions, disapproved without

11/5/20	Metropolitan Council	passed on first reading
11/6/20	Metropolitan Council	advertised
12/1/20	Metropolitan Council	public hearing set
12/1/20	Metropolitan Council	passed on second reading
12/8/20	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	12/14/20 recommended for deferral 1/19/21 recommended for deferral 2/1/21 recommended for deferral 2/16/21 recommended for deferral	
12/15/20	Metropolitan Council	deferred
	Deferred to January 19, 2021	
1/19/21	Metropolitan Council	deferred
2/2/21	Metropolitan Council	deferred
2/16/21	Metropolitan Council	deferred

78. BL2020-553 An ordinance to require a resolution of the Metropolitan Council prior to discontinuing operations at the J.B. Knowles Home Assisted Living Facility.

Sponsors: Toombs and Welsch

Attachments: BL2020-553 Second Substitute

Legislative History

11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/15/20	Metropolitan Council	deferred
1/5/21	Metropolitan Council	substituted
1/5/21	Metropolitan Council	deferred
1/19/21	Metropolitan Council	deferred indefinitely
1/29/21	Metropolitan Council	reinstated
2/16/21	Budget and Finance Committee	approved with a substitute
	12/14/20 recommended for deferral 1/4/21 substitute approved; recommended for deferral 1/19/21 recommended for deferral	
2/16/21	Metropolitan Council	substituted
2/16/21	Metropolitan Council	passed on second reading

79. BL2021-613 An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Lightwave Solar, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant.

Sponsors: Toombs, Nash, Allen, Hancock, OConnell, Sledge, Syracuse, Welsch and Benedict

Attachments: BL2021-613

BL2021-613 Contract

Legislative History

1/19/21	Metropolitan Council	passed on first reading
2/1/21	Budget and Finance Committee	approved
2/2/21	Metropolitan Council	deferred
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

80. BL2021-623 An ordinance approving and authorizing the Director of Public Property Administration, or his designee, to accept a donation of real property consisting of 15.91 acres, a portion of Parcel ID 18700000100, for use as a proposed school site (Proposal No. 2021M-001PR-001).

Sponsors: Rutherford, Toombs and Murphy

Attachments: BL2021-623 Exhibit

Legislative History

12/22/20	Planning Commission	approved
2/2/21	Metropolitan Council	referred to the Education Committee
2/2/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	2/16/21 approved with a re-referral	
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Budget and Finance Committee	approved
2/16/21	Metropolitan Council	passed on second reading

81. BL2021-624 An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. 2020M-027AG-001).

Sponsors: Styles, Toombs, Murphy, Nash, Allen and VanReece

Attachments: BL2021-624

BL2021-624 attachments

Legislative History

12/21/20	Planning Commission	approved

2/2/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Budget and Finance Committee	approved
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

82. BL2021-625 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).

Sponsors: Toombs, Murphy, Nash and OConnell

Attachments: BL2021-625

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

83. BL2021-626 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).

Sponsors: Cash, Murphy, Nash and OConnell

Attachments: BL2021-626

Legislative History

11/13/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading

2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

84. BL2021-627 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement from between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

Sponsors: OConnell, Murphy and Nash

Attachments: BL2021-627

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

85. BL2021-628 An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

Sponsors: Pulley, Murphy, Nash and OConnell

Attachments: BL2021-628

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved
2/2/21	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

86. BL2021-629 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer main, sanitary sewer manholes and easements, and to accept new public sanitary sewer mains, sanitary sewer manholes, a fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall (MWS Project No. 20-WL-83 and 20-SL-163 and Proposal No. 2021M-001ES-001).

Sponsors: Cash, Murphy and Nash

Attachments: BL2021-629 sketch

BL2021-629 parcel list

Legislative History

12/22/20	Planning Commission	approved
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

87. BL2021-630 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer force main and easement, and to accept new sanitary water and sewer mains, sanitary sewer force main, fire hydrant assemblies, sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development (MWS Project Nos. 20-WL-136 and 20-SL-273 and Proposal No. 2021M-002ES-001).

Sponsors: Murphy, Nash and Porterfield

Attachments: BL2021-630 sketch

BL2021-630 parcel list

Legislative History

1/8/21	Planning Commission	approved
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

88. BL2021-631 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public fire hydrant assemblies and easements, and to accept new water main, fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West (MWS Project No. 20-WL-51 and Proposal No. 2020M-109ES-001).

Sponsors: Taylor, Murphy and Nash

Attachments: BL2021-631 Exhibit 1

Legislative History

12/16/20	Planning Commission	approved
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

89. BL2021-632 An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new public fire hydrant assembly, for property located at 2205 Hobson Pike (MWS Project No. 18-WL-22 and Proposal No. 2020M-111ES-001).

Sponsors: Murphy, Nash and Lee

Attachments: BL2021-632 Exhibit 1

Legislative History

12/21/20	Planning Commission	approved
2/2/21	Metropolitan Council	passed on first reading
2/16/21	Planning, Zoning, and Historical Committee	approved
2/16/21	Public Works Committee	approved
2/16/21	Metropolitan Council	passed on second reading

M. Adjournment

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615-862-6770.

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-014, **Version:** 1

Farmers Market Board

Appointment of Mr. Scott Moskovitz for a term expiring May 5, 2026.
Mr. Moskovitz will fill the unexpired term of Mr. Tandy Wilson.

File #: 21-015, **Version:** 1

Fire and Building Code Appeals Board

Reappointment of Mr. Cal Nielson for a term expiring March 1, 2025.

File #: 21-016, **Version:** 1

Nashville Education, Community and Arts Television

Appointment of Ms. Jen-Jen Lin for a term expiring February 5, 2024.

File #: 21-017, **Version:** 1

Nashville Education, Community and Arts Television

Appointment of Ms. Brynn Plummer for a term expiring February 5, 2024.

File #: RS2021-783, **Version:** 1

A resolution exempting East Nashville Beer Works, located at 320 E Trinity Lane, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

WHEREAS, Section 7.08.090.E of the Metropolitan Code provides that any restaurant or retail food store as defined therein shall be exempt from the minimum distance requirements set forth in subsection 7.08.090.A upon the adoption of a resolution, after a public hearing, by the Metropolitan Council receiving twenty-one (21) affirmative votes approving the exemption of the restaurant or retail food store from said minimum distance requirements; and

WHEREAS, Mr. Landon Breazeale and Ms. Rachel Lawson have filed an application with the Metropolitan Beer Board for an on-sale beer permit and retailer's curbside / delivery permit for East Nashville Beer Works, located at 320 E Trinity Lane, and has requested a waiver of the minimum distance requirements pursuant to Section 7.08.090.E of the Metropolitan Code; and

WHEREAS, in accordance with Section 7.08.090.E of the Metropolitan Code, a public hearing was held at the March 2, 2021 meeting of the Metropolitan Council regarding the exemption of East Nashville Beer Works from the minimum distance requirements to obtain a beer permit.

NOW, THEREFORE BE IT RESOLVED BY THE METROPOLITAN COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THAT:

Section 1. Pursuant to Section 7.08.090.E of the Metropolitan Code, the Metropolitan Council hereby approves the exemption of East Nashville Beer Works, located at 320 E Trinity Lane, from the minimum distance requirements for obtaining a beer permit.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to the Executive Director of the Metropolitan Beer Board.

Section 3. This Resolution shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an exemption from the minimum distance requirements for obtaining a beer permit for East Nashville Beer Works located at 320 E Trinity Lane.

The Metro Code of Laws (MCL) prevents a beer permit from being issued to any establishment located within 100 feet of a religious institution, school, park, daycare, or one- or two-family residence. However, several exceptions exist to the distance requirements. For example, facilities within the USD separated from these protected establishments by state or federal four-lane highways are exempt, as are retailer on-sale beer permit holders in MUL districts and events catered by holders of caterers' permits. (See, Code section 7.08.090(A)).

Additionally, the Code provides a mechanism to exempt (a) restaurants or (b) any retail food store from Metro's minimum distance requirements, allowing such facilities to obtain beer permits upon the adoption of a resolution by the Council. (See, Code section 7.08.090(E)). Restaurants are no longer required to have state on-premises liquor consumption licenses in order to obtain such exemption.

A public hearing must be held by the Council prior to voting on resolutions brought under Section 7.08.090(E).

File #: RS2021-784, **Version:** 1

A resolution exempting Epice, LLC, located at 2902 12TH Avenue S., from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

WHEREAS, Section 7.08.090.E of the Metropolitan Code provides that any restaurant or retail food store as defined therein shall be exempt from the minimum distance requirements set forth in subsection 7.08.090.A upon the adoption of a resolution, after a public hearing, by the Metropolitan Council receiving twenty-one (21) affirmative votes approving the exemption of the restaurant or retail food store from said minimum distance requirements; and

WHEREAS, Mr. Clayton V. Byrd has filed an application with the Metropolitan Beer Board for an on-sale beer permit for Epice, LLC, located at 2902 12th Avenue S., and has requested a waiver of the minimum distance requirements pursuant to Section 7.08.090.E of the Metropolitan Code; and

WHEREAS, in accordance with Section 7.08.090.E of the Metropolitan Code, a public hearing was held at the March 2, 2021 meeting of the Metropolitan Council regarding the exemption of Epice, LLC from the minimum distance requirements to obtain a beer permit.

NOW, THEREFORE BE IT RESOLVED BY THE METROPOLITAN COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THAT:

Section 1. Pursuant to Section 7.08.090.E of the Metropolitan Code, the Metropolitan Council hereby approves the exemption of Epice, LLC, located at 2902 12th Avenue S., from the minimum distance requirements for obtaining a beer permit.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to the Executive Director of the Metropolitan Beer Board.

Section 3. This Resolution shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an exemption from the minimum distance requirements for obtaining a beer permit for Epice, LLC, located at 2902 12th Avenue S.

The Metro Code of Laws (MCL) prevents a beer permit from being issued to any establishment located within 100 feet of a religious institution, school, park, daycare, or one- or two-family residence. However, several exceptions exist to the distance requirements. For example, facilities within the USD separated from these protected establishments by state or federal four-lane highways are exempt, as are retailer on-sale beer permit holders in MUL districts and events catered by holders of caterers' permits. (See, Code section 7.08.090(A)).

Additionally, the Code provides a mechanism to exempt (a) restaurants or (b) any retail food store from

Metro’s minimum distance requirements, allowing such facilities to obtain beer permits upon the adoption of a resolution by the Council. (See, Code section 7.08.090(E)). Restaurants are no longer required to have state on-premises liquor consumption licenses in order to obtain such exemption.

A public hearing must be held by the Council prior to voting on resolutions brought under Section 7.08.090(E).

File #: RS2021-785, **Version:** 1

A resolution exempting The Rock N' Dough Pizza Company, located at 1105 51st Avenue N., from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

WHEREAS, Section 7.08.090.E of the Metropolitan Code provides that any restaurant or retail food store as defined therein shall be exempt from the minimum distance requirements set forth in subsection 7.08.090.A upon the adoption of a resolution, after a public hearing, by the Metropolitan Council receiving twenty-one (21) affirmative votes approving the exemption of the restaurant or retail food store from said minimum distance requirements; and

WHEREAS, Mr. Breazeale and Ms. Lawson have filed an application with the Metropolitan Beer Board for an on-sale beer permit and retailer's curbside / delivery permit for The Rock N' Dough Pizza Company, located at 1105 51st Avenue N., and has requested a waiver of the minimum distance requirements pursuant to Section 7.08.090.E of the Metropolitan Code; and

WHEREAS, in accordance with Section 7.08.090.E of the Metropolitan Code, a public hearing was held at the March 2, 2021 meeting of the Metropolitan Council regarding the exemption of The Rock N' Dough Pizza Company from the minimum distance requirements to obtain a beer permit.

NOW, THEREFORE BE IT RESOLVED BY THE METROPOLITAN COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THAT:

Section 1. Pursuant to Section 7.08.090.E of the Metropolitan Code, the Metropolitan Council hereby approves the exemption of The Rock N' Dough Pizza Company, located at 1105 51st Avenue N., from the minimum distance requirements for obtaining a beer permit.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to the Executive Director of the Metropolitan Beer Board.

Section 3. This Resolution shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an exemption from the minimum distance requirements for obtaining a beer permit for The Rock N' Dough Pizza Company located at 1105 51st Avenue N.

The Metro Code of Laws (MCL) prevents a beer permit from being issued to any establishment located within 100 feet of a religious institution, school, park, daycare, or one- or two-family residence. However, several exceptions exist to the distance requirements. For example, facilities within the USD separated from these protected establishments by state or federal four-lane highways are exempt, as are retailer on-sale beer permit holders in MUL districts and events catered by holders of caterers' permits. (See, Code section 7.08.090(A)).

Additionally, the Code provides a mechanism to exempt (a) restaurants or (b) any retail food store from Metro's minimum distance requirements, allowing such facilities to obtain beer permits upon the adoption of a resolution by the Council. (See, Code section 7.08.090(E)). Restaurants are no longer required to have state on-premises liquor consumption licenses in order to obtain such exemption.

A public hearing must be held by the Council prior to voting on resolutions brought under Section 7.08.090(E).

File #: RS2021-786, **Version:** 1

A resolution exempting Southern Grist Brewing Company, located at 750 Douglas Avenue, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

WHEREAS, Section 7.08.090.E of the Metropolitan Code provides that any restaurant or retail food store as defined therein shall be exempt from the minimum distance requirements set forth in subsection 7.08.090.A upon the adoption of a resolution, after a public hearing, by the Metropolitan Council receiving twenty-one (21) affirmative votes approving the exemption of the restaurant or retail food store from said minimum distance requirements; and

WHEREAS, Mr. Curtis R. Harrington, II has filed an application with the Metropolitan Beer Board for an on-sale beer permit and retailer's curbside / delivery permit for Southern Grist Brewing Company, located at 750 Douglas Avenue, and has requested a waiver of the minimum distance requirements pursuant to Section 7.08.090.E of the Metropolitan Code; and

WHEREAS, in accordance with Section 7.08.090.E of the Metropolitan Code, a public hearing was held at the March 2, 2021 meeting of the Metropolitan Council regarding the exemption of Southern Grist Brewing Company from the minimum distance requirements to obtain a beer permit.

NOW, THEREFORE BE IT RESOLVED BY THE METROPOLITAN COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY THAT:

Section 1. Pursuant to Section 7.08.090.E of the Metropolitan Code, the Metropolitan Council hereby approves the exemption of Southern Grist Brewing Company, located at 750 Douglas Avenue, from the minimum distance requirements for obtaining a beer permit.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to the Executive Director of the Metropolitan Beer Board.

Section 3. This Resolution shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an exemption from the minimum distance requirements for obtaining a beer permit for Southern Grist Brewing Company located at 750 Douglas Avenue.

The Metro Code of Laws (MCL) prevents a beer permit from being issued to any establishment located within 100 feet of a religious institution, school, park, daycare, or one- or two-family residence. However, several exceptions exist to the distance requirements. For example, facilities within the USD separated from these protected establishments by state or federal four-lane highways are exempt, as are retailer on-sale beer permit holders in MUL districts and events catered by holders of caterers' permits. (See, Code section 7.08.090(A)).

Additionally, the Code provides a mechanism to exempt (a) restaurants or (b) any retail food store from Metro's minimum distance requirements, allowing such facilities to obtain beer permits upon the adoption of a resolution by the Council. (See, Code section 7.08.090(E)). Restaurants are no longer required to have state on-premises liquor consumption licenses in order to obtain such exemption.

A public hearing must be held by the Council prior to voting on resolutions brought under Section 7.08.090(E).

File #: BL2020-526, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

Map 091, Parcel(s) 018-019, Map 091-04, Parcel(s) 096, Tack Nashville, LLC
Application fee paid by: Tack Nashville, LLC
Requested by Tack Nashville, LLC,

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 091 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. _BL2020 - 526___

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 091 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

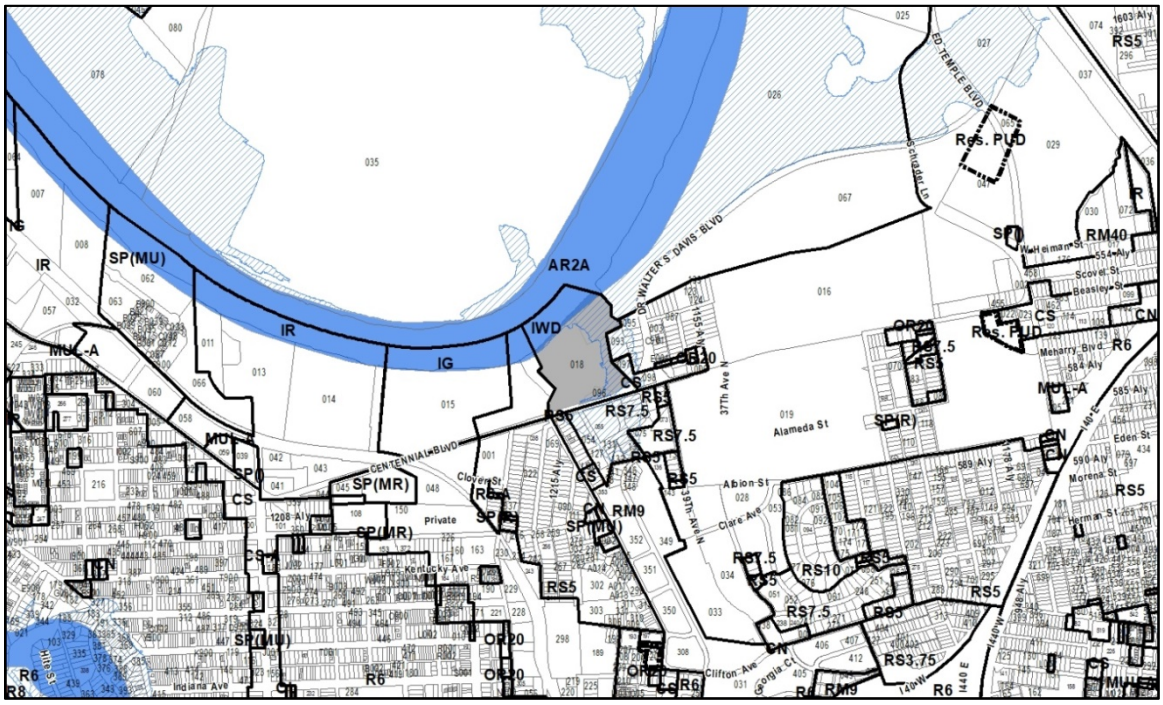
INTRODUCED BY:



Councilmember Brandon Taylor

2019Z-142PR-001
Map 091, Parcel(s) 018-019
Map 091-04, Parcel(s) 096, Tack Nashville, LLC
Application fee paid by: Tack Nashville, LLC
Subarea 07, West Nashville
District 21 (Taylor)
Application fee paid by: Tack Nashville, LLC

A request to rezone from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), requested by Tack Nashville, LLC, applicant and owner.



File #: BL2020-535, **Version:** 1

An ordinance amending Titles 16 and 17 of the Metropolitan Code of Laws regarding the design and operation of outdoor electrical lighting to achieve light pollution reduction consistent with International Dark Skies Association guidelines (Proposal No. 2020Z-014TX-001).

WHEREAS, although artificial lighting has enabled people to be productive around the clock and has provided many benefits to civilization, an unfortunate side effect of artificial lighting is light pollution, which can have multiple negative consequences if not minimized; and

WHEREAS, light pollution of adjacent properties or of the night sky results from using too much light, directing it where it is not needed, or using it when it is not needed; and

WHEREAS, light pollution in the U.S. is estimated to waste up to 35% of the energy used for outdoor lighting, enough to power two cities the size of New York, resulting in five million tons of greenhouse gas being emitted into the air unnecessarily, costing three billion dollars in wasted energy, and squandering limited energy resources; and

WHEREAS, light pollution has significant environmental effects, including the alteration of the circadian rhythms of many animals and insects who depend on the natural light / dark cycle of day and night and the disruption of seasonal cycles used by migrating birds, sea turtles, and many other animals; and

WHEREAS, research suggests that artificial light at night can negatively affect human health, increasing risks for obesity, depression, sleep disorders, diabetes, breast cancer and more; and

WHEREAS, light pollution reduces the ability to see the constellations of the night sky, an invaluable source of wonder and curiosity, diminishing the opportunity to draw our children into fascination with Science Technology, Engineering, and Math (STEM) education; and

WHEREAS, the Livable Nashville Committee was convened in 2016 to develop a vision for protecting and enhancing Nashville's livability and environmental quality, and one of the committee's general recommendations was to structure the Metro Code and its enforcing Department around achieving sustainability goals; and

WHEREAS, among the specific recommendations of the Livable Nashville Committee was (1) the conversion of all street lights within the Urban Services District to LED to meet the International Dark-Sky Association's guidelines; and (2) the conversion of all traffic lights to LED by 2020; and

WHEREAS, the Mayor's Sustainability Advisory Committee has been convened to advise and support the City's commitment to develop a Climate Action and to provide advice on a range of sustainability issues with a goal of tackling climate change and driving urban action that reduces greenhouse gas emissions; and the

energy savings from Dark Skies lighting design are consistent with these goals.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL FOR THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. That Section 16.20.150 of the Metropolitan Code of Laws is hereby amended by adding subsections 16.20.150(T) and 16.20.150(U) as follows:

(T) Article 410.10 (OR 300.21) of the 2017 Edition of the National Electrical Code is amended by adding the following:

Parking Lots - Open parking lots shall use luminaires with a “U” BUG rating (Backlight Uplighting Glare) of 0 without external shields. Luminaires shall have a Correlated Color Temperature (CCT) of 2,700 Kelvin or below. Principal walkways and parking shall have a maintained minimum illuminance of 0.2 foot-candles at grade and with a 12:1 maximum to minimum. The average light level is not to exceed 1.0 foot-candles. Spill light at the property line shall not exceed 0.1 foot-candles measured at 3’ above grade. Exception may be given for calculation points on the drive between the parking lot and roadway only. Luminaires shall be controlled by occupancy sensor after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Occupancy sensor may turn lights off or dim to 20% during periods of no occupancy. Prior to installation, a photometric plan shall be reviewed by a certifying engineer with calculation points on a 10’ X 10’ grid.

(U) Exterior lighting design for buildings shall be consistent with the requirements of Section 17.28.100.

Section 2. That Section 17.28.100 shall be deleted in its entirety and replaced as follows:

17.28.100 - Lighting.

A. Definitions.

When used in this chapter, the following words and terms shall have the meanings ascribed to them in this section. In the event of a conflict between a definition in this section and section 17.04.060, the definition in this section will control.

”Ambient lighting” means the general overall level of lighting in an area.

“Architectural lighting means outdoor lighting directed at buildings, facades, structures, monuments, and other architectural features.

“Canopy” means a roofed structure with at least one side open for pedestrian and/or vehicle access that typically provides protection from the sun or weather and is associated with providing goods or services.

”Commercial” means any lot, however zoned, in any zoning district that does not have as its primary use a single-family residential dwelling; a two, three, or four-family residential dwelling; or land used for agricultural purposes.

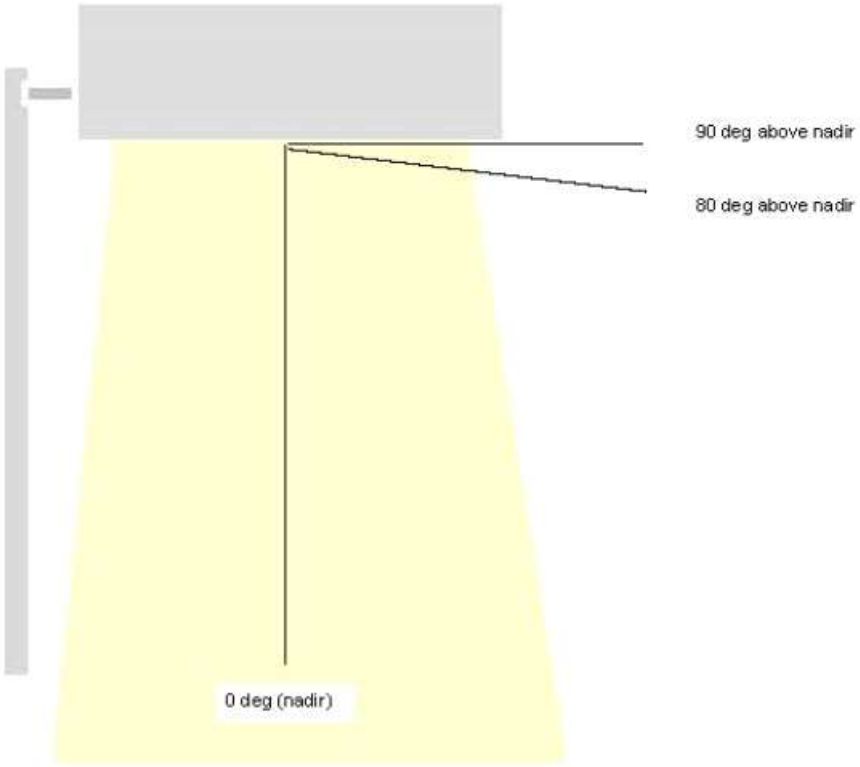
“Correlated color temperature (CCT)” means measured in degrees Kelvin (K), the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source. For the purpose of this section, "CCT" is used as a simplified way to characterize the spectral properties of a light source and estimate the overall appearance of the light to the human eye.

”Floodlight” means a light designed for lighting a scene or object to a luminance greater than its surroundings.

”Foot-candle” means a unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

”Full cutoff luminaire” means a luminaire having zero intensity at or above horizontal (90°) and limited to a value not exceeding ten percent (10%) of lamp lumens at or above eighty degrees (80°). Such luminaire is determined by a photometric test and certified by the manufacturer. See diagram below:

CUTOFF ANGLES



”Glare” means lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

“IES” means Illuminating Engineering Society Of North America.

”Illuminance” means the total luminous flux incident on a surface, per unit area.

”Illuminance grid plot” means a photometric report indicating the average horizontal illumination delivered to each of the squares of a gridded area illuminated by one or more luminaires.

”Initial lumen” means the measurement of a lamp's lumen output at the time the lamp is burned for the first time. As a light ages, the amount of light produced is reduced.

”Installed height” means the height above grade of the lowest light emitting point of an installed luminaire.

”ISO foot-candle plots” means a plot that graphically represents a particular luminaire's lighting pattern, in illuminance, as the light strikes a horizontal surface. It includes foot-candle calculations shown with the luminaire at various mounting heights. Contour lines are drawn through illuminance values.

”Kelvin” means a unit increment of temperature used as a color temperature scale of a light bulb (see definition of "correlated color temperature (CCT)" in this section).

“LED (light emitting diode)” means an electronic semiconductor device that emits light when an electrical current is passed through it.

”Lamp” means the source of light being emitted from a luminaire, such as a bulb, LED, and/or a refractive pane.

”Light” means electromagnetic radiation within a range of wavelengths sufficient for visual perception by the normal unaided human eye.

”Light level” has the same meaning as Illuminance.

”Light output” means luminous flux (see definition of "luminous flux" in this section). The amount of light which is emitted by a lamp or luminaire.

”Light pole” means a pole on which a luminaire is mounted.

”Light spill” means unwanted transmission of light onto adjacent areas that may affect sensitive receptors such as residential properties or ecological sites.

”Light trespass” means light that falls on property other than that of the owner of the light source.

”Lighting installation” means an arrangement of one or more luminaires including any mounting hardware, brackets, and supporting structures.

”Lighting plan” means an overall plan that describes the outdoor lighting.

”Lumen” means a unit of measure of luminous flux.

”Luminaire, Light luminaire” means the complete lighting assembly (including the lamp(s), housing, ballasts, photocells, globes, reflectors or refractors, lenses, sensors and shield(s) and excluding the support assembly or pole, mounting bracket and base) consisting of one or more lamps, together with the attachment parts designed to distribute light, position and connect the lamp to the power supply.

”Luminous flux” means the power emitted from a source of electromagnetic radiation, such as a light bulb, in the form of visible light. Luminous flux is measured in lumens and is typically specified by the manufacturer for a given lamp or luminaire.

”Nadir” means the ”Nadir” means the direction pointing directly downward from the light source of the luminaire that originates from a horizontal plane at the lowest point on the luminaire. See diagram above.

”Neon light” means colored fluorescent or gas discharge tubular which can be bent into various forms for use decoratively or as signs.

”New construction,” subject to the exemption described in subsection B of this definition, means:

1. Site preparation for, and construction of, entirely new structures (including new poles) and subsequent replacement of such new structures or any part thereof.

2. Enlargement of any existing structure by the more restrictive of fifty percent (50%) of the area of the footprint of the building or fifty percent (50%) of the gross square footage of such existing structure (regardless of the number of other structures on the same site).

3. Adding new exterior lighting fixture(s), pole(s) or other amenity(ies) to existing structure(s) or pole(s) to which such fixture(s) were or are to be attached.

B. New construction does not mean the replacement of lamps in lighting fixtures, poles, or other amenities that existed prior to the passage of this ordinance.

”Open space and open space lot” means a parcel of land in a predominately undeveloped condition that is protected from development.

”Organized sporting event” means a prearranged sports or recreational event involving at least one group or team with a roster and schedule.

”Outdoor lighting” means light generated from an indoor or outdoor source that provides illumination to any exterior surface, building, sign, structure, device, or other outdoor feature (including land) which is visible to an observer located outdoors. For the purposes of this section,, the light source inside an internally illuminated sign is not considered outdoor lighting.

”Photometric plan” means a technical plan that will indicate light distribution and the performance of lighting fixtures. It will explain the distribution of the proposed lighting and its effects on the area surrounding the site.

”Playing field” means an open outdoor field or court used for, but not limited to, playing sports such as baseball, soccer, football, tennis, volleyball, and basketball.

”Residential” means any zoning lot in a residential or agricultural zoning district that has as its primary use a residential dwelling.

”Street lighting” means one or more luminaires or light installations designed to illuminate a public roadway or

intersection.

”Sidewalk lighting” means free-standing lighting for the illumination of sidewalks and walkways.

”Uplighting” means lighting applications which direct light above a horizontal plane.

B: Application of Provisions
This section shall be applicable to the following lighting applications for new construction only and the subsequent maintenance of all new construction:

1. Residential: Street, pedestrian, sign, flood, sidewalk, and parking lot luminaires are subject to all provisions of this chapter.
2. Residential: All other exterior lighting is subject to Section D5 only
3. Commercial: Any outdoor lighting luminaire.

C**:** Prohibited Lighting for New Construction

The following lighting shall not be permitted for new construction in any zoning district as of the effective date hereof:

1. Strobe lights and laser lights, including laser light shows and aerial laser lights.
2. Neon style colored light tubes.
3. Flashing lights unless temporarily triggered by a security system and extinguished within thirty (30) minutes or at a time of security response.
4. Lighting which is used to outline a building, including neon, fiber optic, light emitting diode (LED), or fluorescent tube lighting which is used for this purpose (unless considered holiday lighting).
5. Any lighting luminaire that is construed as or confused with a traffic signal or traffic control device.
6. Lighting that contributes to or causes disabling or distracting glare onto a public roadway.
7. The use of uplighting, except when lighting a flag or other government endorsed symbol.

D. Illumination standards.

1. Light Intensity and Uniformity: The maximum illuminated surface light level for outdoor parking lots, automobile convenience stations and drive-in/drive-through canopies is ten (10) foot-candles, measured horizontally at ground level.
2. Light Direction and Control: Lighting applications shall meet the following requirements:

Lighting Application	Maximum Inclination Above Nadir	Maximum Light Output

Architectural lighting	90 degrees	1,100 initial lumens
Floodlighting	90 degrees	2,200 initial lumens
Sidewalk lighting	45 degrees	800 initial lumens

3. Correlated Color Temperature (CCT): All lighting sources, except for public playing fields, must have a correlated color temperature (CCT) at or below two thousand seven hundred degrees Kelvin (2700°K).

4. Permitted Hours of Outdoor Lighting:

   a) Commercial: No more than fifty percent (50%) of exterior lighting shall be permitted to be illuminated, or lighting shall be dimmed to 50% illuminance except for one hour before start of business, during regular business hours as determined by said business, and one hour following close of business unless exempt for safety or security concerns. Motion detectors may be used to restore lighting to 100% for safety. All outdoor lighting shall be turned off during daylight hours.

   b) Property Used for Governmental and Public Purposes: Any zoning lot in any zoning district used for governmental or public purposes, except for street lighting, shall comply with the permitted hours and security lighting limitations for commercial lighting zones. Outdoor lighting of the playing field of an organized sporting event on public property may remain illuminated until thirty (30) minutes after the conclusion of an event.

5. Light Trespass:
   a) All site lighting shall be shielded so that substantially all directly emitted light falls within the property line. No illumination in excess of one-half foot-candle shall be permitted across the boundary of any adjacent residential property or a public street.

   b) No illumination shall produce direct, incident or reflected light that interferes with the safe movement of motor vehicles on public streets. Lighting prohibited by this provision shall include, but not be limited to any light that may be confused with or construed as a traffic-control device.

   c) Rope lighting shall not be used on a building, sign, or any property with non-residential zoning located adjacent to an arterial or collector street as identified on the Major and Collector Street Plan. This provision shall not apply to properties zoned as DTC.

1. E. Luminaire standards Full Cutoff Requirement: All lighting regulated by this chapter shall be full cutoff.

2. Photocell/Timer Requirement for Parking Lot Lights: Parking lot lighting shall include photocells or timers as needed to regulate the hours of operation as required by this chapter and to prevent operation during daylight hours.

3. Canopy Requirement: All canopies must be skirted with a skirt depth of eight inches (8") or greater or use other means to limit light spill to within ten feet of the area covered by the canopy.

F. Procedural requirements

1. Plan Submission: For land development, redevelopment and new zoning applications where outdoor lighting is proposed, prior to final approval by Metro Plans Inspection a letter from an engineer licensed with the state of Tennessee shall be submitted to the Department of Codes Administration confirming that the plan complies with the requirements of this section. Engineer review shall be based on the following information:

    a. A site plan complete with all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, and all adjacent uses. The site plan shall show and identify the location of each existing and proposed luminaire and shall specify its installed height, pole foundations, and method of mounting.

    b. Iso-foot-candle plots for individual lighting installations, or ten feet by ten feet (10' x 10') illuminance grid plots for multi-luminaire lighting installations which shall demonstrate compliance with all applicable requirements set forth in this chapter. The plots shall indicate the location of each existing and proposed luminaire, the installed height of said luminaires, and the overall light levels in foot-candles and initial lumens on the entire zoning lot and at the property lines.

    c. A summary table identifying the maximum and minimum light levels in foot-candles and initial lumens for all, but not limited to, parking areas, street or building entryways, signs, street lighting, canopies, architectural lighting and walkways.

    d. A description of each luminaire identified in the site plan including, but not limited to:

        i. Manufacturer with website.

        ii. Lamp type.

        iii. Bulb type including CCT (Kelvin).

        iv. Model number.

        v. Photograph or catalog cut.

        vi. Photometric plan.

        vii. Light output in initial lumens.

        viii. Shielding or glare reduction devices.

        ix. Energy reduction and on/off control devices.

2. Post approval Alterations: Post approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to the zoning inspector for review by a Metro appointed engineer at the expense of the applicant and approval prior to final plat, with all plan submission requirements set forth in this chapter, prior to installation.

3. Inspections: The Department of Codes Administration shall have the right to conduct a post installation inspection to verify compliance with the requirements of this chapter and, if appropriate, to require

remedial action within 30 days at the expense of the applicant.

4. Violations of this chapter shall be punishable as provided by section 17.28-100 <http://www.sterlingcodifiers.com/codebook/getBookData.php?ft=3&find=5-1-6> of this code.
5. Variances: Variances to the requirements of this chapter may be granted by the Board of Zoning Appeals as provided in Section 17.40.330 of the Metropolitan Code.

Section 3. Be it further enacted, that this ordinance take effect 60 days after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance makes several additions to Title 16 and 17 of the Metropolitan Code of Laws regarding design and operation of outdoor electrical lighting to reduce light pollution consistent with International Dark Skies Association (IDSA) guidelines.

Changes to Section 16.20.150 of the Metropolitan Code include requirements for certain luminaries in open parking lots to reduce glare and require the use of occupancy sensors after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Exterior lighting design for buildings would be required to comply with Section 17.28.100 of the Metropolitan Code.

The existing Section 17.28.100 of the Metropolitan Code would be deleted in its entirety and replaced with new requirements.

Currently, all site lighting must be shielded so that substantially all directly emitted light falls within the property line. No illumination in excess of one-half footcandle is permitted across the boundary of any adjacent residential property or public street. No illumination can produce direct, incident, or reflected light that interferes with the safe movement of motor vehicles on public streets. Further, rope lighting cannot be used on any building, sign, or non-residential property located adjacent to an arterial or collector street, except for properties zoned DTC.

This ordinance would apply to new construction and the subsequent maintenance of new construction, including any outdoor lighting luminaire for new commercial construction and street, pedestrian, sign, flood, sidewalk, and parking lot luminaires for new residential construction. All other exterior lighting for new residential construction would be covered only by the “Light Trespass” provisions in proposed section 17.28.100.D.5. Certain lighting, such as strobe lights, neon style colored light tubes, and lighting that causes distracting glare, would be prohibited.

The ordinance would further create illumination standards. The maximum illuminated surface light level for outdoor parking lots, automobile convenience stations, and drive-in/drive-through canopies would be ten foot-candles. Other regulations include specific light direction and control requirements, regulations on correlated color temperature, permitted hours of outdoor light, and light trespass. Finally, the ordinance requires certain procedural requirements, including a plan submission for land development, redevelopment and new zoning applications where outdoor lighting is proposed.

This ordinance has been scheduled for the February 25 meeting of the Planning Commission

File #: BL2020-578, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, being Property Parcel Nos. 001, 002, 003, 004, 008, 010, 011, 901 as designated on Map 092-14-B of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses listed in the Council approved SP plan. Multi-family residential is limited to a maximum of 850 units

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. All applicable requirements specified in BL2011-891 and 2014-887 not specifically being amended under this application shall remain in effect.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
4. Comply with all conditions and requirements of Stormwater, Water Services, and Public Works.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 092-14-0-B, Parcel(s) 001-004, 008, 010, 011, 901/Cambridge Nashville Medical Center LP, Nashcam LP, NF IV-VA Nashville LLC, Shay/LB-WC-LC LLC
Requested by: Civil Site Design Group

PRELIMINARY SPECIFIC PLAN - AMENDMENT

FOR

onec1TY

A MIXED-USE DEVELOPMENT

CHARLOTTE AVENUE AT 28TH AVENUE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CASE NUMBER: 2011SP-009-008



THE PURPOSE OF THIS AMENDMENT TO THE PRELIMINARY S.P. IS TO INCREASE THE MAXIMUM RESIDENTIAL UNITS ALLOWED WITHIN THE ONEC1TY DEVELOPMENT.

SUBMITTED: 08.12.2020
REVISED: 10.19.2020
11.16.2020

OWNER / DEVELOPER:

NASHCAM, L.P.

CONTACT: RYAN DOYLE
RYAN@ONEC1TYNASHVILLE.COM
615.972.6440
8383 PRESTON CENTER DR., 5TH FLOOR
DALLAS, TX 75225

APPLICANT / DESIGNER:

CSDG

CONTACT: HAL B. CLARK, PLA
HALC@CSDGTN.COM
615.248.9999
2305 KLINE AVE., SUITE 300
NASHVILLE, TN 37211

CSDG
Planning | Engineering
Landscape Architecture

Preliminary Specific Plan Notes:

Purpose and Intent:
The purpose of this amendment to the Preliminary SP is to increase the maximum residential units allowed within the ONEC1TY development.

Development Plan:
The developer of this project intends to create a mixed use development consisting of various office uses, research facilities, commercial space and outdoor passive and active open space.

Existing Conditions:
The property is currently developed and has been used as industrial space for many years.

Applicability to the General Plan:
This property is with in the Green Hills - Midtown Community Planning area adopted July 2005. The structure plan for this property indentifies this area as mixed use (MU).

Consistency with the Community Plan:
The uses for this property identified under this proposed SP are a mix of office, research, commercial, etc., which is consistent with the Green Hills - Midtown Community Plan's structure plan of mixed use (MU) and T5 Center in Transect Plan.

Permitted Uses:
Uses permitted in this development include all of the uses allowed in the MUG zoning classification with the exception of: *Boarding house, Consignment sale, Garage sale, Historic bed and breakfast, homestay, Daycare home, Monastery or convent, Orphanage, Religious institution, Fraternity/sorority house, Cash advance, Automobile convenience, Automobile service, Donation center drop-off, Funeral home, Home improvement sales, Pawnshop, Radio/TV/satellite tower, Warehouse, Boatdock (commercial), Water taxi-station, Power/gas substation, Country Club, Driving range, Fairground, Golf course, Cemetery.* (Residential Uses permitted, shall be limited to a maximum of **850** total units).

Notes:
1. For all active uses on the first floor, a minimum of 40% of the front facade shall be clear or lightly tinted windows and doors, measured from the finished grade at the setback to the finished floor elevation of the second floor or to a height of sixteen feet, whichever is less. Upper floors, regardless of use, shall have a minimum of 25% of glazing.
2. Areas designated as "proposed active use conversion zone" shall provide active use and/or window display along at least 40% of the first floor building facade. The building area along this facade within the zone shall be designed and constructed in a manner that will permit future conversion to active use (liner building space) which if converted would maintain a minimum of 40% active use along the facade. The design and construction shall permit for a space of not less than 30 feet in depth and a minimum of 16 feet in height, measured from the first floor to the bottom of the 2nd floor above. Liner building space along Charlotte Avenue shall be exempt from the square footage calculation.
3. The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

Development Standards:
1. This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.
2. For any development standards, regulations and requirements not specifically shown on the SP Plan and/or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI zoning district as of the date of the applicable request or application.
3. The purpose of the specific plan is to allow the mixed use development with the densities and FAR indicated within the SP.
4. The required fire flow shall be determined by the Metro/Nashville fire marshal's office prior to the issuance of a building permit.
5. Build-to lines and building setback lines are shown on the preliminary development plan.
6. Approval of any specific plan does not exempt any parcel shown on the plan or any development within the SP from compliance with all provisions of the Metro Zoning Code with respect to floodplain, steep slopes, unstable soils, sinkholes, rock outcroppings, streams, springs and critical lots.
7. Any excavation, fill or disturbance of the existing ground must be done in accordance with stormwater management ordinance 78-840 and approved by the Metro Department of Water Services.
8. This drawing is for illustrative purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
9. Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect any stormwater facilities within the property.
10. Individual water and sewer service lines are required for each parcel.
11. The developer of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro Code Chapter 17.24)
12. The owner intends to begin development of this project by fall of 2011. Expected completion by 2025.
13. A subdivision plat will be submitted with the Final SP drawings.
14. No surface parking, with the exception of on-street parking, shall be permitted within a build-to zone or between any roadway and building, except for temporary surface parking. Temporary surface parking shall not be located within 50 feet of Charlotte Avenue or 28th Avenue. Any temporary parking with more than ten spaces must meet the "parking area screening and landscaping" requirements specified in the Metro Zoning Code.
15. According to FEMA's current flood maps (47037C0214F, dated April 20, 2001), as well as Metro's GIS information, there is no 100-year floodplain within the SP boundary.
16. According to the NRCS Soils Map, the soil on the property is MsD (Mimosa - urban land complex). This soil is not a "problem soil" as noted in section 17.28.050 of the Metro Zoning Code.
17. There are no slopes on this SP with slopes greater than 15%.
18. All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.\
19. No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.
20. There are no existing wetlands within the SP boundary.
21. Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.
22. All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.
23. Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.
24. For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.
25. Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15" CMP).
26. The existing roads and sidewalks shown on the plat of record as Instrument No. 20151210-0124463 (attached for reference) (the "Plat") will not be modified in a manner that adversely affects Lot 9 (as shown on the Plat) without the prior written consent of the owner of Lot 9. Any change in the size or location of the private drive shown as "City Place" on the Plat and the provate drive shown as "Road B - City Place" on Sheet 3 of this Amended Preliminary S.P. shall be deemed to adversely affect Lot 9 and shall require the prior written consent of the owner of Lot 9.

DEVELOPMENT / SITE DATA TABLE

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8
Maximum FAR	5.00	5.00	5.00	5.00	5.00	5.00	5.00	N/A
Maximum ISR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	N/A
Minimum Building Height	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	N/A
Maximum Building Height	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	N/A
Building Build-To Zone	- Along Charlotte Avenue - Within 15' and 25' from the edge of the existing street R.O.W. - Along 28th Street Connector - Within 20' and 30' from the edge of the proposed street R.O.W. - Along all internal streets - Within 10' and 25' from the back of curb of adjacent street parking. (The 25' dimension is only permitted in order to accommodate outdoor dining/cafes, etc.)							
Building Step Back	The maximum building height at the established build-to line shall be 7 stories (or 105 feet), and then proceed with a minimum recess of 15 feet for additional stories.							
Parking	Parking will be provided in accordance with the requirements in the Metro Zoning Ordinance. This SP plans for a combination of on-street and structured parking. Shared parking is encouraged and bicycle parking will also be provided.							

DEVELOPMENT & PHASING SCHEDULE

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8
Phasing Schedule	Phase F	Phase G	Phase G	Phase E	Phase D	Phase A	Phase C	Phase B

SP BOUNDARY

VEHICULAR ACCESS TO BE PROVIDED TO NES EASEMENT

PROPOSED BUILD-TO ZONE (TYP.) (SEE NOTE)

GILBERT N. SMITH
MAP 92.14-PARCEL 92.0
ZONING - IR

APPROXIMATE LOCATION OF FUTURE CROSS ACCESS EASEMENT TO BE PROVIDED TO ADJACENT PROPERTY. FINAL LOCATION TO BE DETERMINED AT THE TIME A FINAL SITE PLAN IS SUBMITTED FOR PARCELS 1 OR 4. REFER TO TRAFFIC CONDITION 1-L IN THE ADOPTED PRELIMINARY SP DOCUMENT.

NO BUILDING TO BE LESS THAN 10' FROM ANY PERIMETER BOUNDARY LINE

SP BOUNDARY

7 PARCEL AREA 3.97± AC

4 PARCEL AREA 1.70± AC

1 PARCEL AREA 1.30± AC

ROAD B

LIMITS OF TEMPORARY IMPROVEMENT ZONE

PROPOSED BUILD-TO ZONE (TYP.) (SEE NOTE)

ATLANTIC MINI-STORAGE #6, LLC
MAP 92.10-PARCEL 206.0
ZONING - IR

6 PARCEL AREA 1.38± AC

2 PARCEL AREA 2.04± AC

3 PARCEL AREA 1.67± AC

ROAD A

PROPOSED BUILD-TO ZONE (TYP.) (SEE NOTE)

8 PARCEL AREA 5.13± AC (OPEN SPACE)

5 PARCEL AREA 1.54± AC

PROPOSED ON STREET PARKING (EITHER 45° OR PARALLEL)

20' WIDE LANDSCAPE MEDIAN (INVERTED FOR RAIN GARDEN/ WATER QUALITY PURPOSES)

SP BOUNDARY

UROSITE L. P.
MAP 92.10-PARCEL 392.0
ZONING - ORI

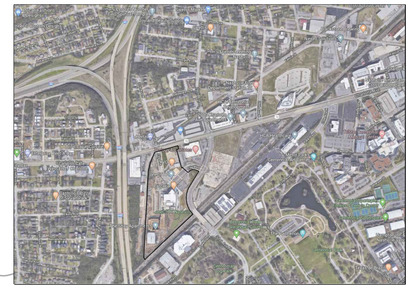
LUI NASHVILLE
28th STREET, LLC
MAP 92.14-PARCEL 82.0
ZONING - MUL

ATLANTIC MINI-STORAGE #6, LLC
MAP 92.10-PARCEL 208.0
ZONING - IR

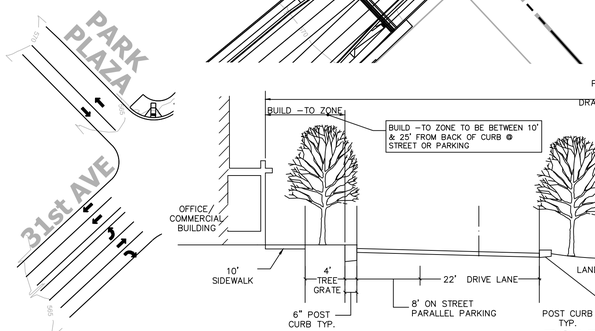
LEGEND
- PROPOSED TEMPORARY IMPROVEMENT ZONE
- AMENDED ITEMS INCLUDED IN THIS SP

DEVELOPMENT SUMMARY

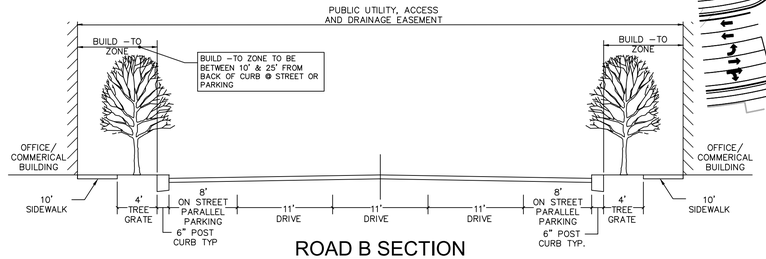
COUNCIL DISTRICT NUMBER:	21
COUNCIL MEMBER NAME:	BRANDON TAYLOR
OWNER OF RECORD:	NASHCAM, L.P. 8383 PRESTON CENTER PLAZA DRIVE 5TH FLOOR DALLAS, TX 75225 CONTACT: RYAN DOYLE EMAIL: RYAN@ONEC1TYNASHVILLE.COM PHONE: 615.972.6440
SP NAME: SP NUMBER:	ONEC1TY #2011SP-009-008
APPLICANT / DESIGNER:	CSDG (CIVIL SITE DESIGN GROUP, PLLC) 2305 KLINE AVENUE, SUITE 300 NASHVILLE, TN 37211 CONTACT: HAL CLARK, PLA EMAIL: HALC@CSDGTN.COM PHONE: 615.248.9999
U.S. FEMA FIRM:	47037C0214F (DATED 04.20.2001)



VICINITY MAP
NTS



ROAD A SECTION



ROAD B SECTION

HAROLD B. CLARK JR. REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 616 COMMERCE 11.12.2020

CSDG Planning | Engineering Landscape Architecture

ONEC1TY - AMENDED PRELIMINARY S.P.

NASHVILLE, TN | 2011SP-009-008 - SITE PLAN

PN:10.070.02 | D:11.16.2020

cambridge

onec1ty

N

0 60 120
SCALE: 1"=60'

SHEET 2 / 3



CSDG
Planning | Engineering
Landscape Architecture

ONEC1TY - AMENDED PRELIMINARY S.P.

NASHVILLE, TN | 2011SP-009-008 - EXISTING PARCELS

PN:10.070.02 | D:11.16.2020

Cambridge

ONEC1TY

N

0 60 120
SCALE: 1"=60'

SHEET
3 / 3

oneC1TY

[wuhn sit-ee] a catalyst project by Health Care REIT, Inc.

2020, November 16th

Case Number :: 2011SP-009-008

PRELIMINARY SPECIFIC PLAN - ZONING REQUEST
Amended by Council Bill BL2014-887

Purpose and Intent:
The purpose of this amendment to the Preliminary SP is to increase the maximum residential units allowed within the oneC1TY development.

GENERAL INFORMATION

ONE**C1TY** PRELIMINARY SP
SP # 2011SP-009-008
Council District: 21
Council Member: Brandon Taylor
Original Submittal: 03.03.2011
Revision Date: 03.23.2011
Revision Date: 04.07.2011
Revision Date: 06.24.2014
Revision Date: 07.23.2014

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PROJECT TEAM

NASHCAM, L.P. :

8383 PRESTON CENTER PLAZA DRIVE
5TH FLOOR
DALLAS, TX 75225
615.972.6440
RYAN DOYLE
RYAN@ONEC1TYNASHVILLE.COM

CSDG (CIVIL SITE DESIGN GROUP) :

2305 KLINE AVENUE, SUITE 300
NASHVILLE, TN 37211
615.248.9999
HAL B. CLARK, ASLA, LEED AP
HALC@CSDGTN.COM

505DESIGN :

2520 BROADWAY STREET
BOULDER, CO 80304
720.565.0505
JOHN WARD
JWARD@505DESIGN.COM

EARL SWENSSON ASSOCIATES, INC. :

2100 WEST END AVENUE, SUITE 1200
VANDERBILT PLAZA
NASHVILLE, TN 37203
615.329.9445
LAURA P. BEENE, AIA NCARB
LAURAB@ESARCH.COM

In 2010, Healthcare REIT had an idea.

What if we created a place in Nashville where the most creative thinkers in the healthcare community and the most innovative minds in information technology could **come together in a way that has never been done before**?

What if our core value was to drive innovation through collaboration; a layering of different perspectives for a common goal - **a healthier world**?

What if we designed a place for the future of Nashville where residents bring their friends and family to say **'this is who we are'**?

Above all, what if this new place began to answer the question **'how can we be better together'**.?



ONE**C1TY** is proud to be the first private investment to follow the public investment in the 28th Avenue Connector. We couldn't agree more with the Mayor of Nashville when he said of the connector

"It reconnects us. We're One City."

-Mayor Karl Dean

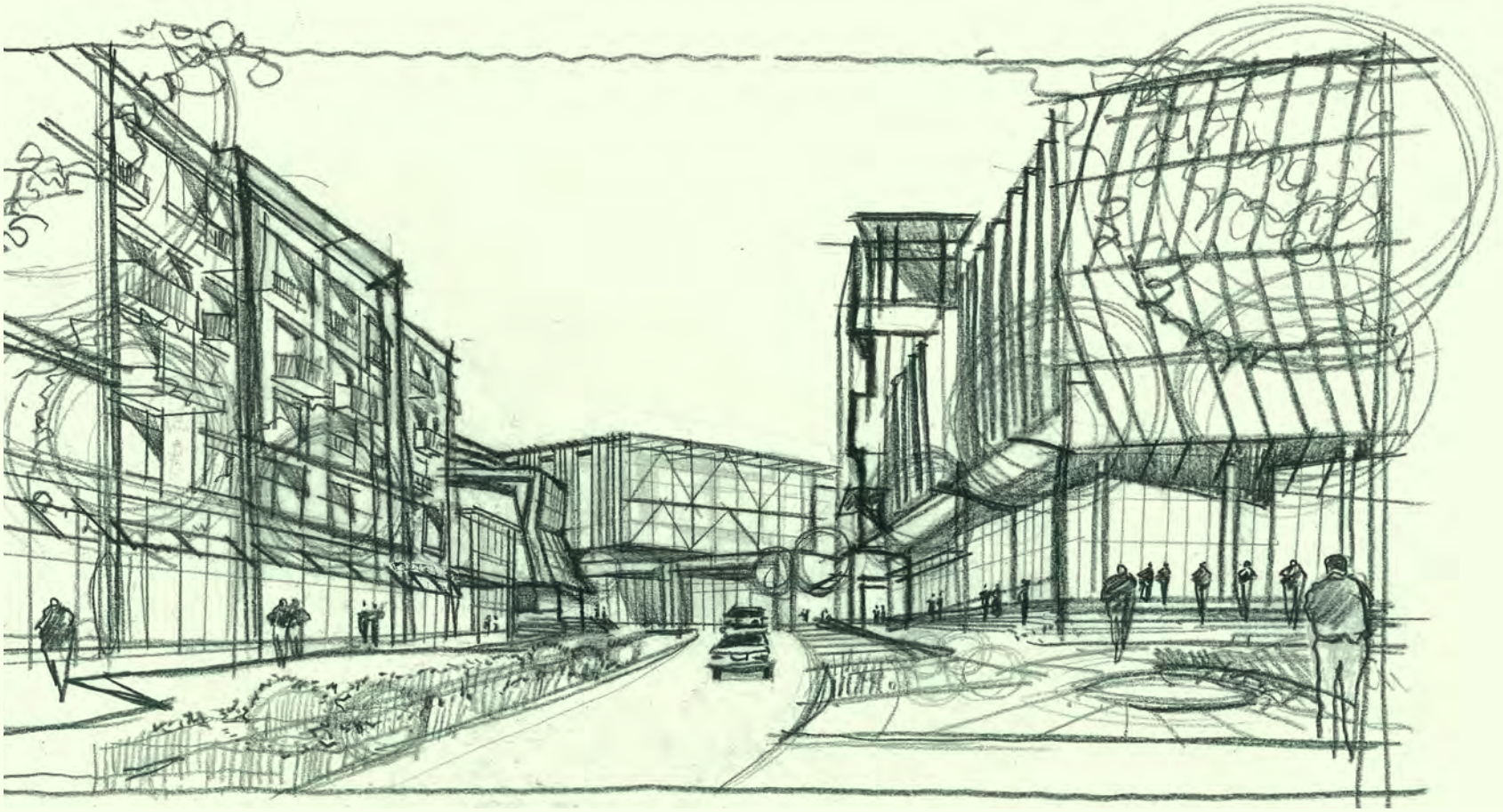


PROJECTOVERVIEW

ONE**C1TY** consists of 18.7 acres contained by Interstate 440, Charlotte Avenue, the CSX rail line and the new 28th Avenue Connector. Soon, existing vacant and underutilized structures will give way to a new, vibrant mixed-use neighborhood that will serve as a center of activity and commerce for our City.

The proposed development plan will consist of a mix of office uses, including medical, information technology and research, as well as neighborhood scale commercial and retail uses within a walkable, urban neighborhood.

The ONE**C1TY** Preliminary Development Plan outlines a unique vision, framework and guidelines for the development of this mixed-use neighborhood by establishing a Specific Plan zoning for the project.



PROJECT SUMMARY

Key Plan Components:
- Unique mix of office, commercial and retail uses (approximately 1.2 million square feet)
- Vibrant, active and walkable neighborhood
- Formal public parks, plazas, couryards and gathering areas
- Opportunities for public art
- Potential public transit opportunities
- Model for sustainable design and development practices

REGIONAL IMPORTANCE

56 Health Care companies are **headquartered in Nashville** with more than **$62 billion in revenues worldwide**. More than **250 Health Care Companies have operations in Nashville**, as well as 300 professional service firms in support of Health Care.



One in Six new jobs in the USA are projected to be in Health Care in 2018



Nashville ranks **higher** than the 12 cities above in rankings measuring Health Care employment per capita, Health Care employment share and Health Care export capacity.

- 2010 The Health Care Industry in the Nashville MSA: Its scope and impact on the regional economy

"Over the last few decades, **we've seen information technology transform industry after industry**. We've watched 24-hour ATMs replace bankers' hours and credit cards revolutionize retail. We've seen on-line shopping surge, social networking become a way of life, and in many cases, forgotten how we ever lived or worked without our smart phones.

For Americans, these transformations have brought huge benefits – better service, more convenience, and lower costs. For our economy, these transformations have meant **countless new jobs**. The top five internet companies today are all American. Over the last ten years, their workforces have grown nearly 600 percent.

Today, we are poised for a similar revolution in health care."

- Secretary Kathleen Sebelius

LOCAL IMPACT

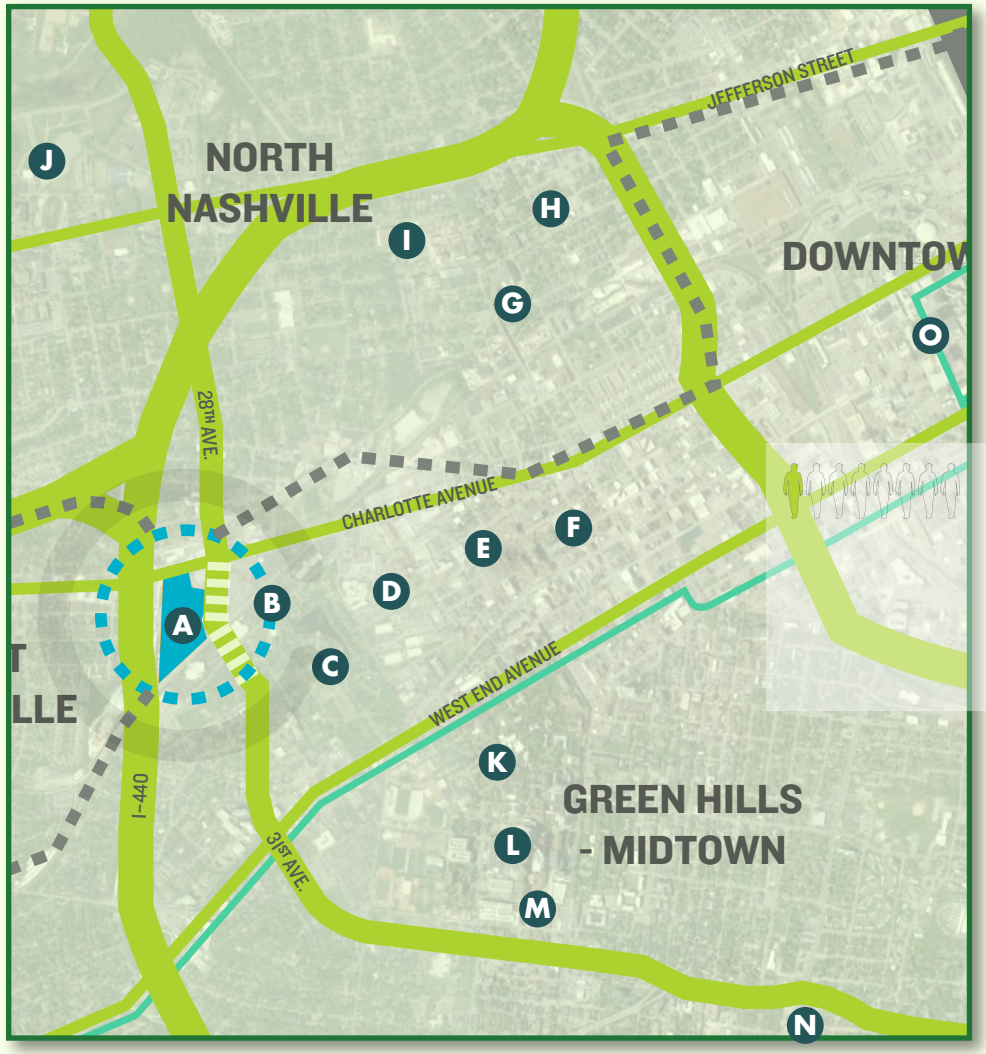












A. Project site B. HCA Health Care C. Centennial Park D. Centennial Medical Center
E. Red Cross F. Baptist Hospital G. Metro Nashville General Hospital H. Fisk University
I. Meharry Medical College J. Tennessee State University K. Vanderbilt University
L. V.A. Hospital M. Vanderbilt Medical Center
N. Belmont University O. Downtown Nashville

Leverage the existing university-based assets and align expertise and opportunity to build a **new era of innovation and collaboration** between education and health care.

Health care is the largest and fastest growing local employer. Nashville's health care industry contributes nearly $30 billion and **210,000 jobs** to the local economy.

One in eight workers in Nashville is employed by a health care provider. The average wage for health care occupations is more than **150%** of the average annual wage in Nashville.

"In 2008, the Nashville health care industry cluster occupied **31 million square feet of office space,** 16.4 percent of Nashville's total office and industrial space."

- 2010 The Health Care Industry in the Nashville MSA: Its scope and impact on the regional economy







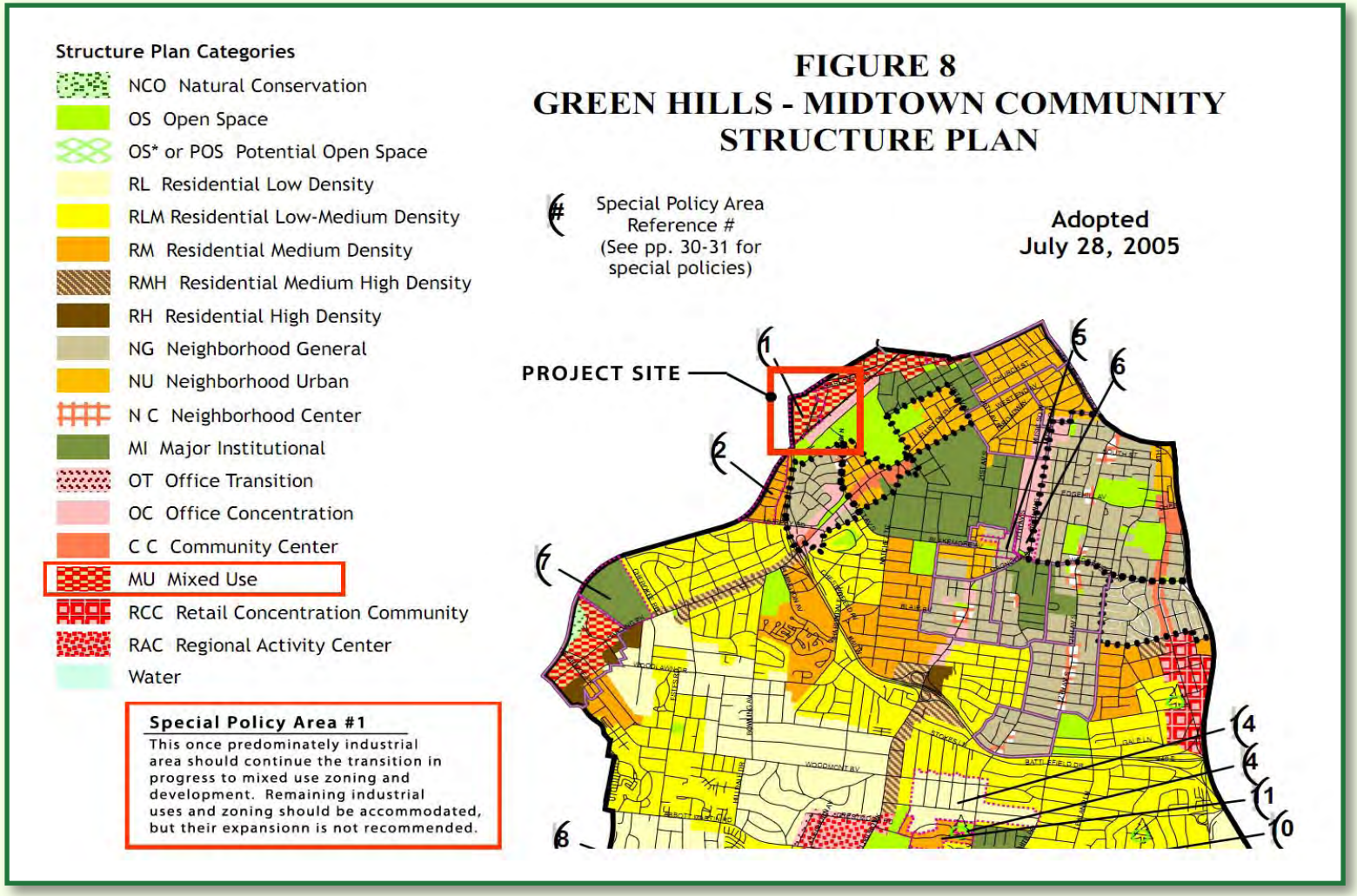




CONNECTIVITY

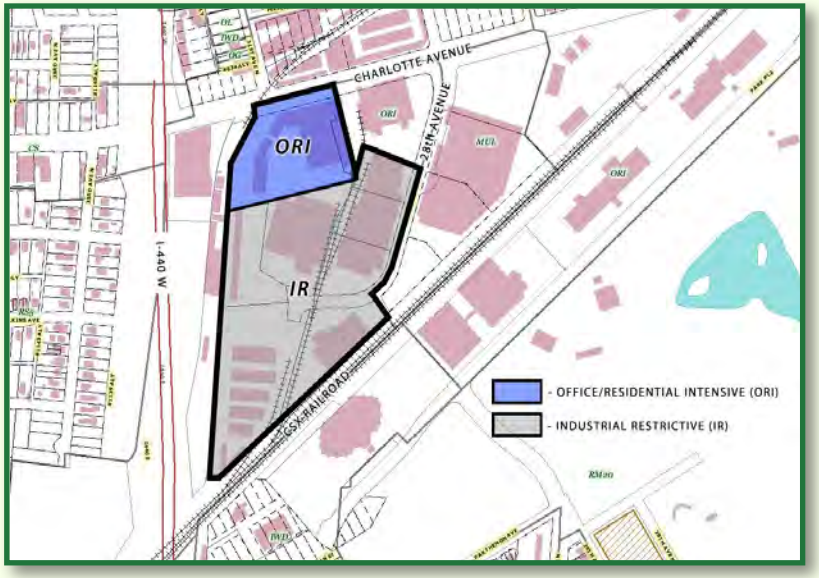
The long awaited connection was planned to bring the Nashville **community together**. A link for people, neighborhoods, schools and employment centers, the **28th Avenue Connector** arrives at our front door. ONE**C1TY** embodies a fresh start and a future of collaboration.

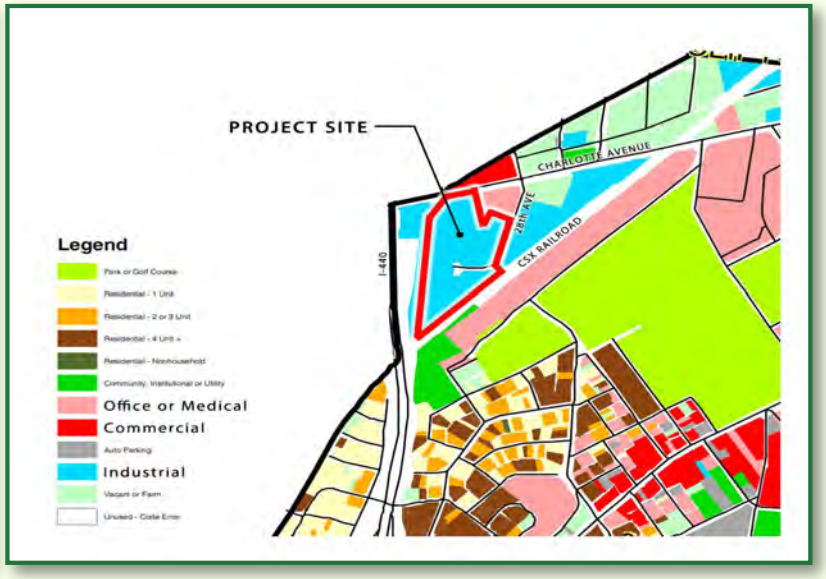
CURRENT LAND USE POLICY



According to the current Green Hills/Midtown Community Plan, the ONE**C1TY** site is planned as a Mixed Use (MU) category in the Structure Plan and a (T5)-Center designation on the Community Transect Map. The proposed Preliminary Development Plan is consistent with this proposed policy and presents an opportunity for the site to redevelop in a manner that helps to achieve the future goals for this community.

CURRENT ZONING & ADJACENT LAND USE

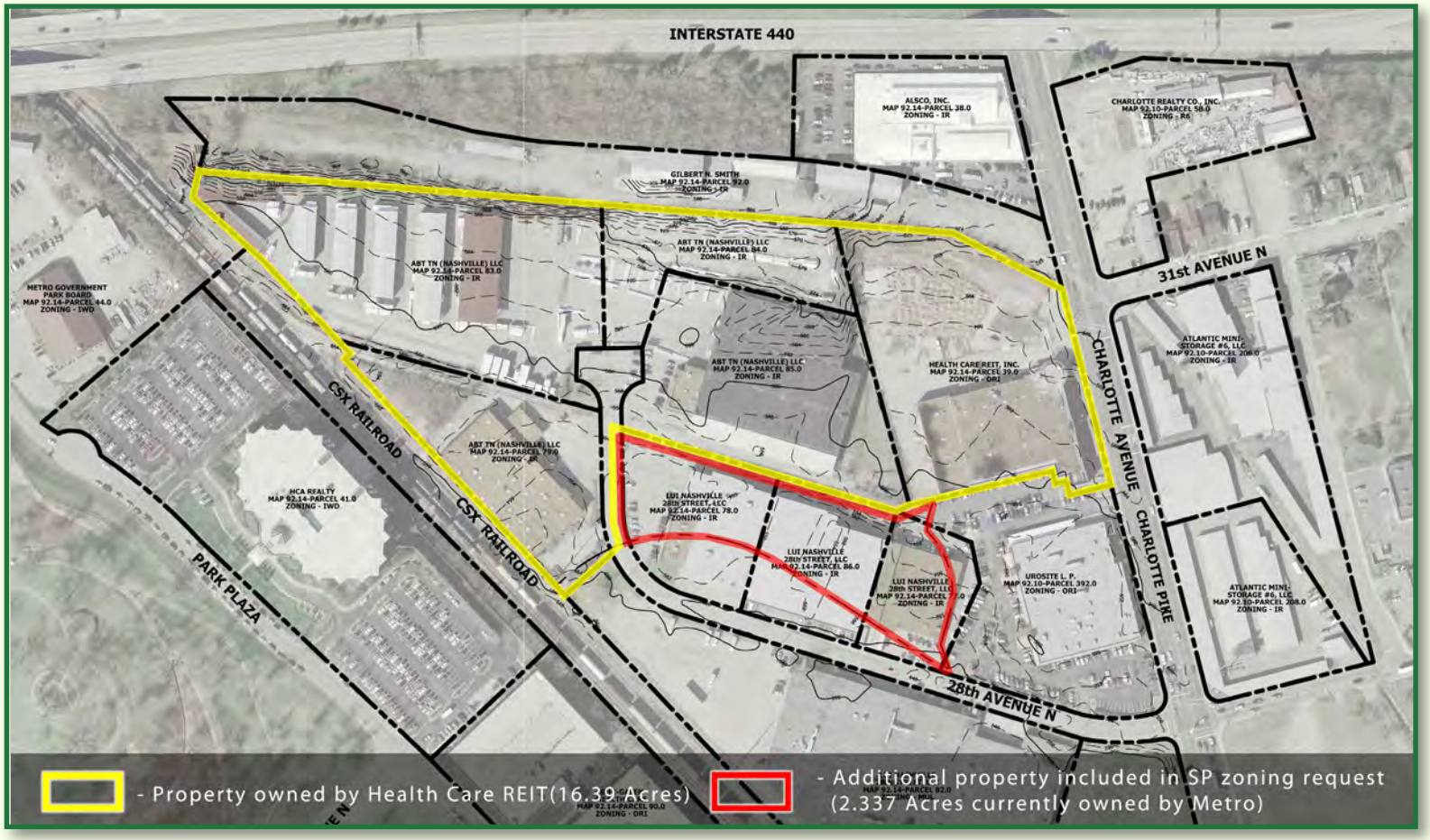




The property currently falls into two existing zoning districts. The portion of the property located along Charlotte Avenue is currently zoned Office/Residential Intensive (ORI) and the portion toward the railroad and new 28th Street Connector is currently zoned Industrial Restrictive (IR). The requested SP zoning will allow the redevelopment of this current industrial property to be more consistent with the proposed MU policy planned in the Community Plan.

The existing land uses in the immediate area of the site are also primarily industrial in nature with a small portion of office and/or medical uses adjacent to the property and commercial uses across the street on the north side of Charlotte Avenue. With this existing land use pattern, and the development program planned for ONE**C1TY**, the future development plan will be consistent with the existing and planned land uses in the adjacent area.

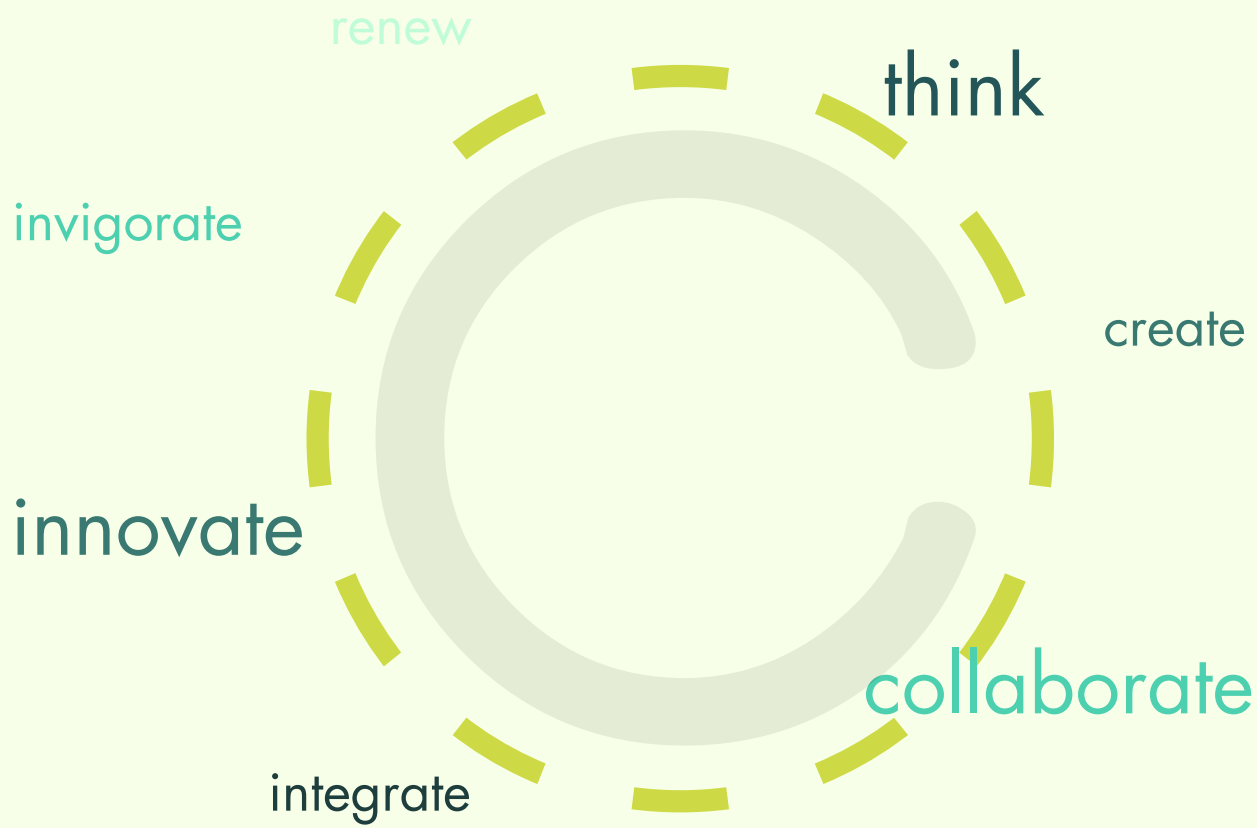
EXISTING CONDITIONS



The existing physical characteristics of the property are consistent with an outdated industrial property and currently contains several vacant, dilapitated and/or unoccupied buildings and one existing facility that is relocating at the present time. There are currently several easements including an existing railroad spur and a portion of the existing 28th Street that are being abandoned by Metro as a part of the new connector project. All of these easements and dedications are in the process of being abandoned and will become part of the overall usable property for the project. Most of the property is currently covered in building or pavement (roads and/or parking) with very little existing vegetation on site. A significant portion of this paved area will be ultimately converted into green space or landscaped, park areas for public enjoyment.

THE IDEA

Together we will create a place that is powered by the aspirations of the best minds in the Healthcare Industry, centered on the belief that we are all students of **mindful living**, and is a natural extension of the Nashville culture and urban fabric. The **synergy** created between patient care, information technology, research and development, and the entrepreneurial spirit will be built into the buildings and spaces throughout ONE**C1TY.**



THE CONCEPT



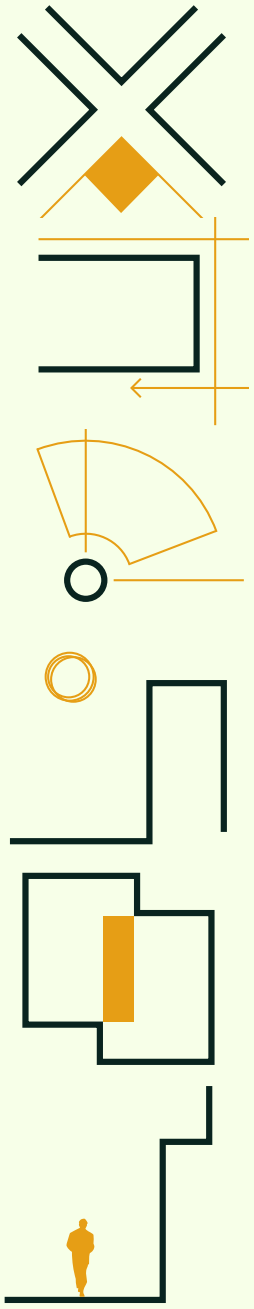
1. The Market Street
2. Arrival Court
3. The Boulevard
4. The Dining Deck
5. The Yard
6. The Water Gardens
7. The Climbing Gardens
8. Charlotte Avenue - The Public Face

NOTE:

This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.

For any development standards, regulations and requirements not specifically shown on the SP Plan and/ or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI zoning district as of the date of the applicable request or application.

DESIGN PRINCIPLES for QUALITY OF PLACE



Urban Fabric - Considering our place within the overall scale and essence of Nashville, TN - Big Picture - Broad Strokes and Overall Gesture - High Design

Circulation - Access to the site and within the site for transportation (auto, bus, transit, bikes) and pedestrians - Movement of people, goods and services - Paths, Intersections & Nodes to Key Points/Amenities within the Site

Views - Preserve views of Downtown and Centennial Park from the site - connecting to place - Create or Frame compelling views of ONE**C1TY** when approaching it and from within the site - enhance brand identity

Solar Access - Plan and Design with the sun in mind to insure solar access for all key functions - utilize the sun's benefits (natural lighting, passive heating, gardens, general well-being and shadows) and negate its downfalls (glare, indoor temperature swings, heavy hvac use and vegetative dead zones) through design

Relationships - Understand programmatic interactions and adjacencies critical to our ultimate uses - Patience Services, IT, R&D, Retail, Residential, Public Areas and surrounding site - Building plans and inter-building connections

Human Factor - Establish a scale and architectural language approachable by the site's users - High Touch - materials - experiences (the senses and elements - sight, touch, sound, taste and smell - earth, fire, water, wind & our emotional connection to them)

THE PLACE

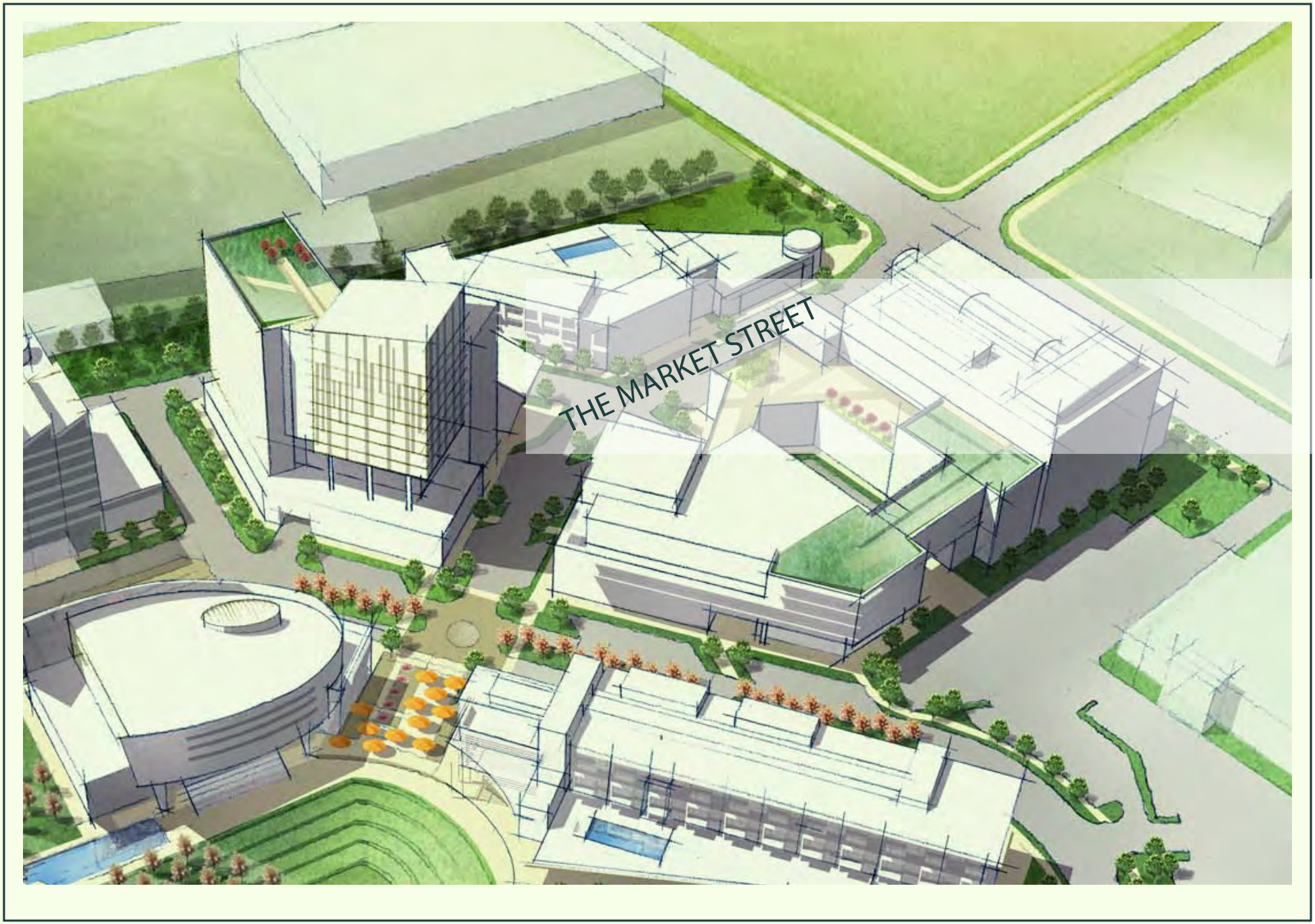
This is not just a development, but rather a collection of diverse places designed as a **catalyst** for the community and a fully integrated extension of the Nashville urban fabric. The character of each place is driven by both the aspirations of the future occupants and by the **6 guiding principles for quality of place**.





District Plan Key

1. The Market Street: high touch, pedestrian scaled shopping and dining street.
2. The Boulevard: lush, pedestrian friendly streetscape with landscaped median is the collector for everyday traffic.
3. Arrival Court: expressive canopy and sophisticated landscape provide a big sense of arrival.
4. The Dining Deck: anchored by healthy eating, local food is the main focus for the teaching and dining experience.
5. The Yard: a relocated heritage tree and interactive water feature anchor this multi-purpose gathering place.
6. The Water Gardens: water quality gardens double as a series of outdoor rooms for great minds to steep.
7. The Climbing Gardens: the terraced gardens link 28th Avenue to the Yard and back to Centennial Park
8. Charlotte Avenue: urban edge, streetscape and architecture that serves as the public face of the project


THE MARKET STREET

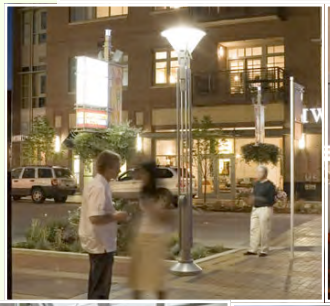
THE MARKET STREET

A place intrinsic to Nashville where locals can buy local, patients can '**discover**' *instead of* '**wait**' and visitors can shop and dine in a vibrant and comfortable environment.

sidewalks in summer shade <
easy cross-shopping <
pedestrian scaled landscape <
simple, elegant hardscape <
tenant planter program <



urban sophisticated






messy vitality




stepped down massing


vibrant storefronts



District Plan - Market Street

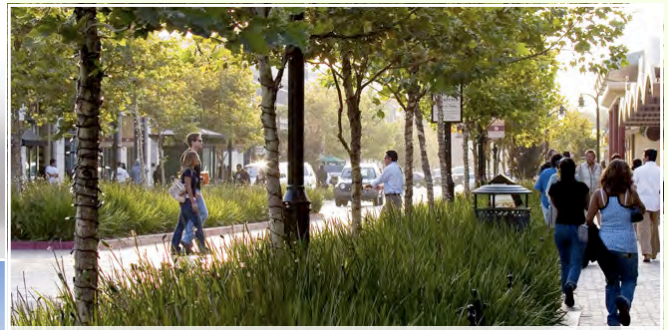

THE BOULEVARD

THE BOULEVARD

A lush Promenade with a **modern sophisticated streetscape** serves as the primary collector for employee and patient traffic with clear wayfinding and several parking options . Ground floor tenants and lobbies line The Boulevard and frame a long vista to the arrival court beyond.

signature pot program <
simple, scored concrete <
modern light standard <
bright storefronts and lobbies <
south facing trellis gardens <
comfortable seating <





hip-height landscaping



well-illuminated streetscape

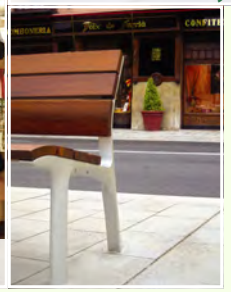






street level lobby





warmth and texture

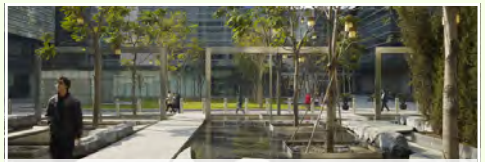
District Plan - The Boulevard


ARRIVAL COURT

ARRIVAL COURT

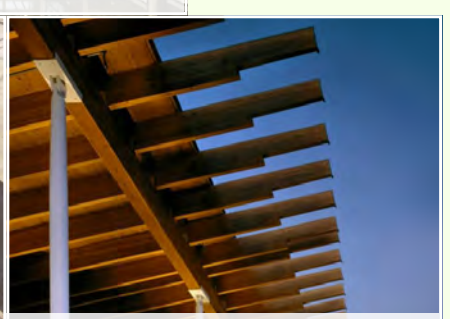
The urban plaza and motor court with its expressive canopy provide both a **big sense of arrival** and a sophisticated, almost zen forecourt to the office tenants and their guests. Enter at the grand atrium that feels more like an art museum than a lobby.

large scale plaza <
artful landscape - hardscape <
natural materials <
casual gathering places <
places to be alone together <
calm water <


calm water feature

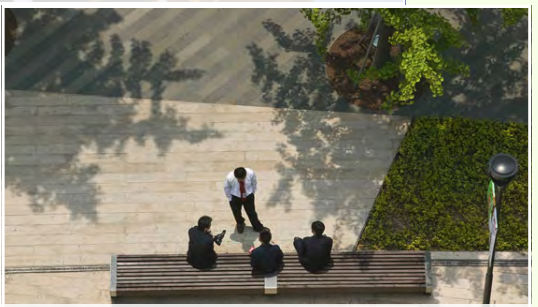

lobby experience




rustic modern


urban plantings




outdoor rooms





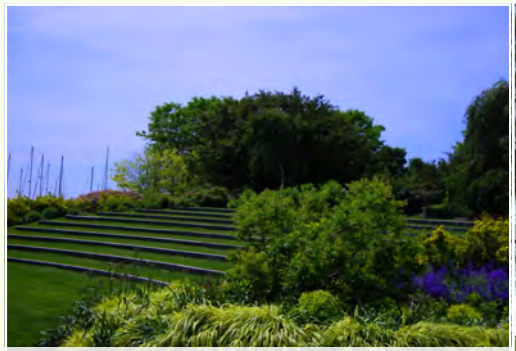
District Plan Area - Arrival Court


THE YARD

THE YARD

The Yard is the largest, most flexible public open space and will serve as both a **community performance venue** and a series of **terraced outdoor rooms** for daily gatherings, quiet reflection and public fitness, all in the shadow of the tree canopy.

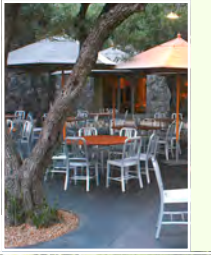
a place to be quiet <
a place to gather with friends <
shaded places to picnic <
flexible spaces to just be <
summer music under the stars <
fall lecture series <

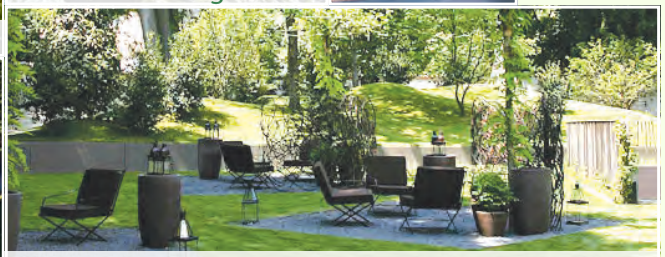


community event lawn



relocated heritage tree

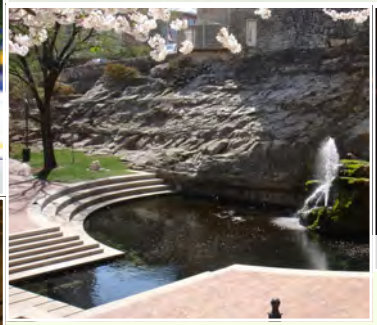


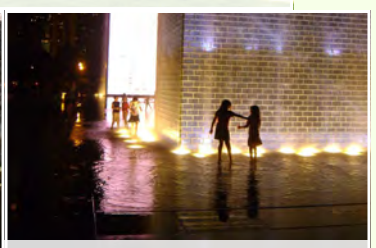


flexible outdoor rooms



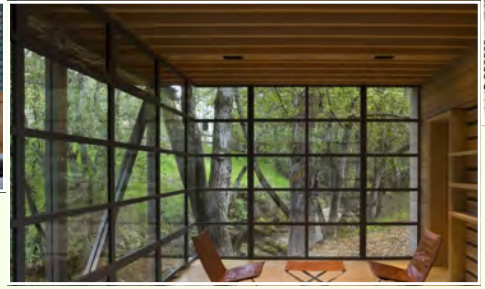
both active and passive places to gather





urban water source






THE CLIMBING GARDENS

THE CLIMBING GARDENS

A gestural urban garden tied to the newly connected city of Nashville, the Climbing Gardens provide a **rich tapestry of plant life** and intimate gathering places: a quick stop on your way to Centennial Park or a place of rest when you return home on the transit line.

our front door to the community <
honor local plant heritage <
urban grit meets quiet gardens <
perfect for people watching <
gateway to Centennial Park <
special outdoor lighting <





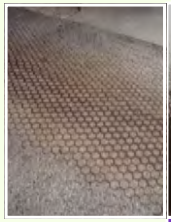
elevated walks and outdoor rooms

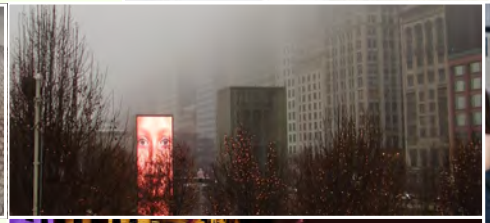


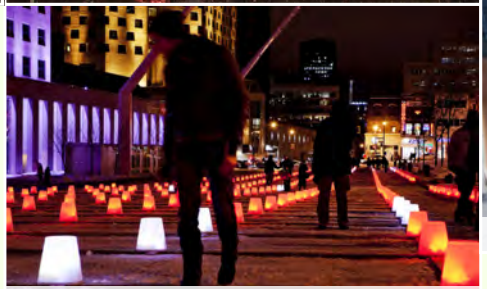




stone, concrete and abundant planting







interactive illumination



furniture for lounging



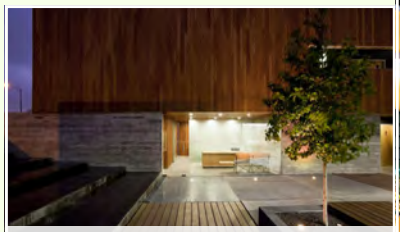
District Plan - The Climbing Gardens


THE DINING DECK

THE DINING DECK

Where The Market Street meets The Boulevard: **A Celebration of Food**. This is where real Dinner Theater happens. Home to some of the best restaurants in town, The Dining Deck is a portal to a world of modern, healthy eating.

the best outdoor dining in town <
leaders in healthy eating <
teaching our children anew <
intimate setting <
the modern food festival <
the local food experience <



sophisticated setting



flexible dining opportunities



it's all about the food





experiential




THE WATER GARDENS

THE WATER GARDENS

Designed with water quality in mind, the Water Gardens provide a more private extension of the corporate campus into the most natural setting with **meandering paths**. **Outdoor rooms** are designed for a spontaneous meeting of the minds.

experience water quality <
educational opportunities <
a place for an aftenoon stretch <
impromptu meetings outside <
planned corporate functions <
the wonder of water and mist <
shaded seating for conversations <

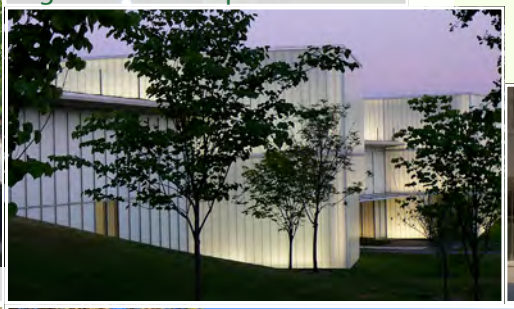




night time atmosphere



mist gardens

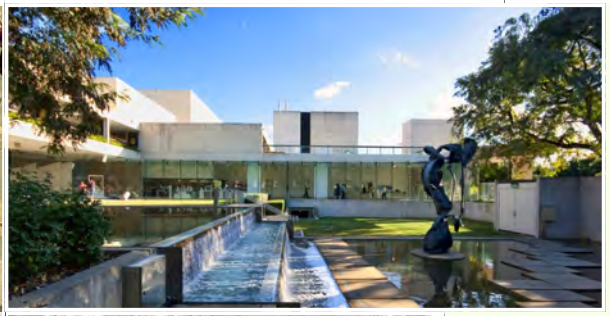








interactive water





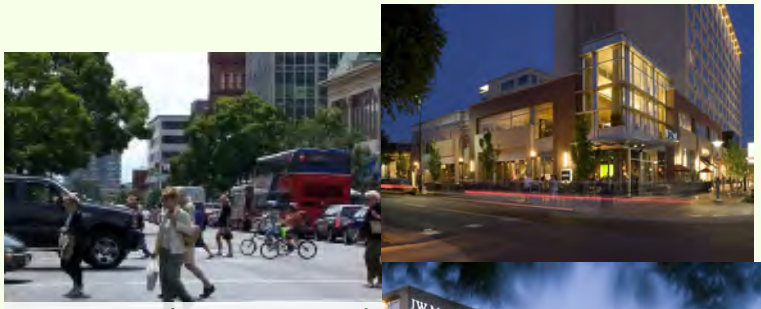
shade and comfort


CHARLOTTE AVENUE

CHARLOTTE AVENUE

The project's **urban edge**, designed with architecture and an urban streetscape in mind, this edge functions and feels like the **public face** of the community providing a desirable environment for pedestrians as well as a variety of vehicular traffic and public transit opportunities.

urban edge <
architectural face <
pedestrian experience <
public transit opportunities <



pedestrian oriented

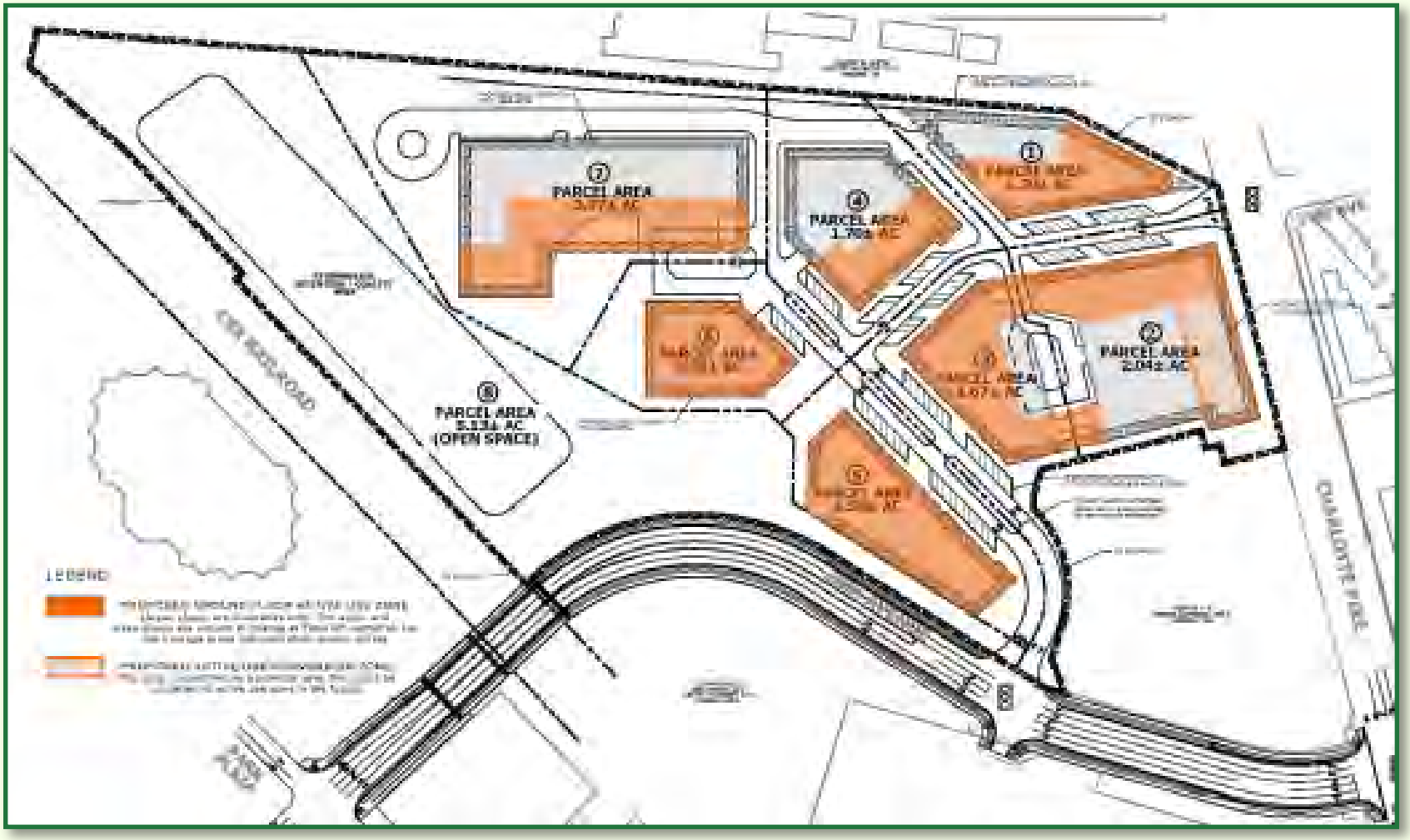


urban edge



complete street

PRELIMINARY DEVELOPMENT PLAN



Notes:
1. See site data table and development standards on next page for additional notes.
2. For all active uses on the first floor, a minimum of 40% of the front facade shall be clear or lightly tinted windows and doors, measured from the finished grade at the setback to the finised floor elevation of the second floor or to a height of sixteen feet, whichever is less. Upper floors, regardless of use, shall have a minimum of 25% of glazing.
3. Areas designated as "proposed active use conversion zone" shall provide active use and/or window display along at least 40% of the first floor building facade. The building area along this facade within the zone shall be designed and constructed in a manner that will permit future conversion to active use (liner building space) which if converted would maintain a minimum of 40% active use along the facade. The design and construction shall permit for a space of not less than 30 feet in depth and a minimum of 16 feet in height, measured from the first floor to the bottom of the 2nd floor above. Liner building space along Charlotte Avenue shall be exempt from the square footage calculation.
4. The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

DEVELOPMENT STANDARDS

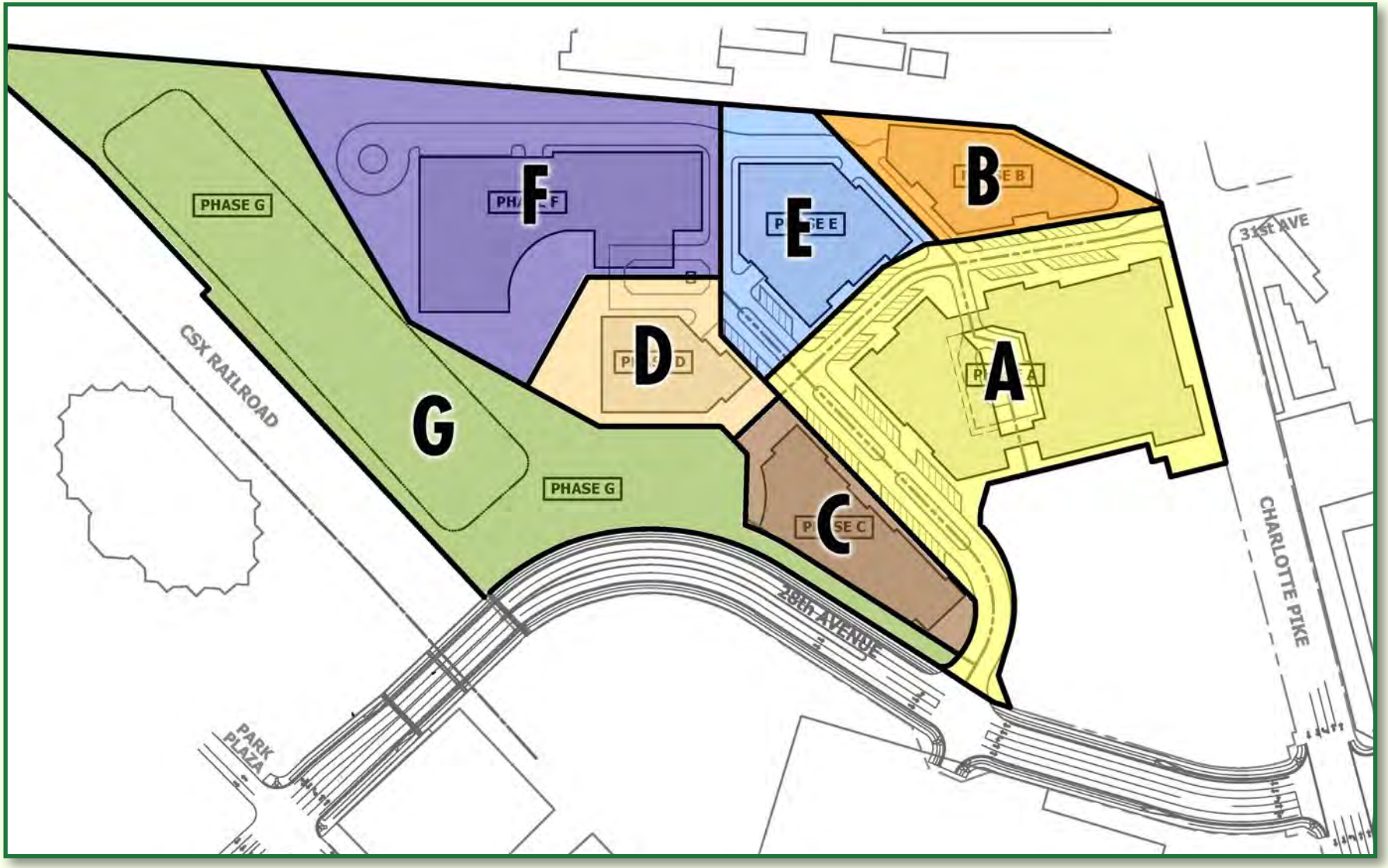
DEVELOPMENT / SITE DATA TABLE

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8
Maximum FAR	5.00	5.00	5.00	5.00	5.00	5.00	5.00	N/A
Maximum ISR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	N/A
Minimum Building Height	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	N/A
Maximum Building Height	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	N/A
Building Build-To Zones	• Along Charlotte Avenue - Within 15' and 25' from the edge of the existing street R.O.W. • Along 28th Street Connector - Within 20' and 30' from the edge of the proposed street R.O.W. • Along all internal streets - Within 10' and 25 ' from the back of curb of adjacent street or parking (The 25' only permitted in order to accommodate outdoor dining/cafés,etc.							
Building Step Back	The maximum building height at the established build-to line shall be 7 stories (or 105 feet), and then proceed with a minimum recess of 15 feet for additional stories.							
Parking	Parking will be provided in accordance with the requirements in the Metro Zoning Ordinance. This SP plans for a combination of on-street and structured parking. Shared parking is encouraged and bicycle parking will also be provided.							

DEVELOPMENT STANDARDS

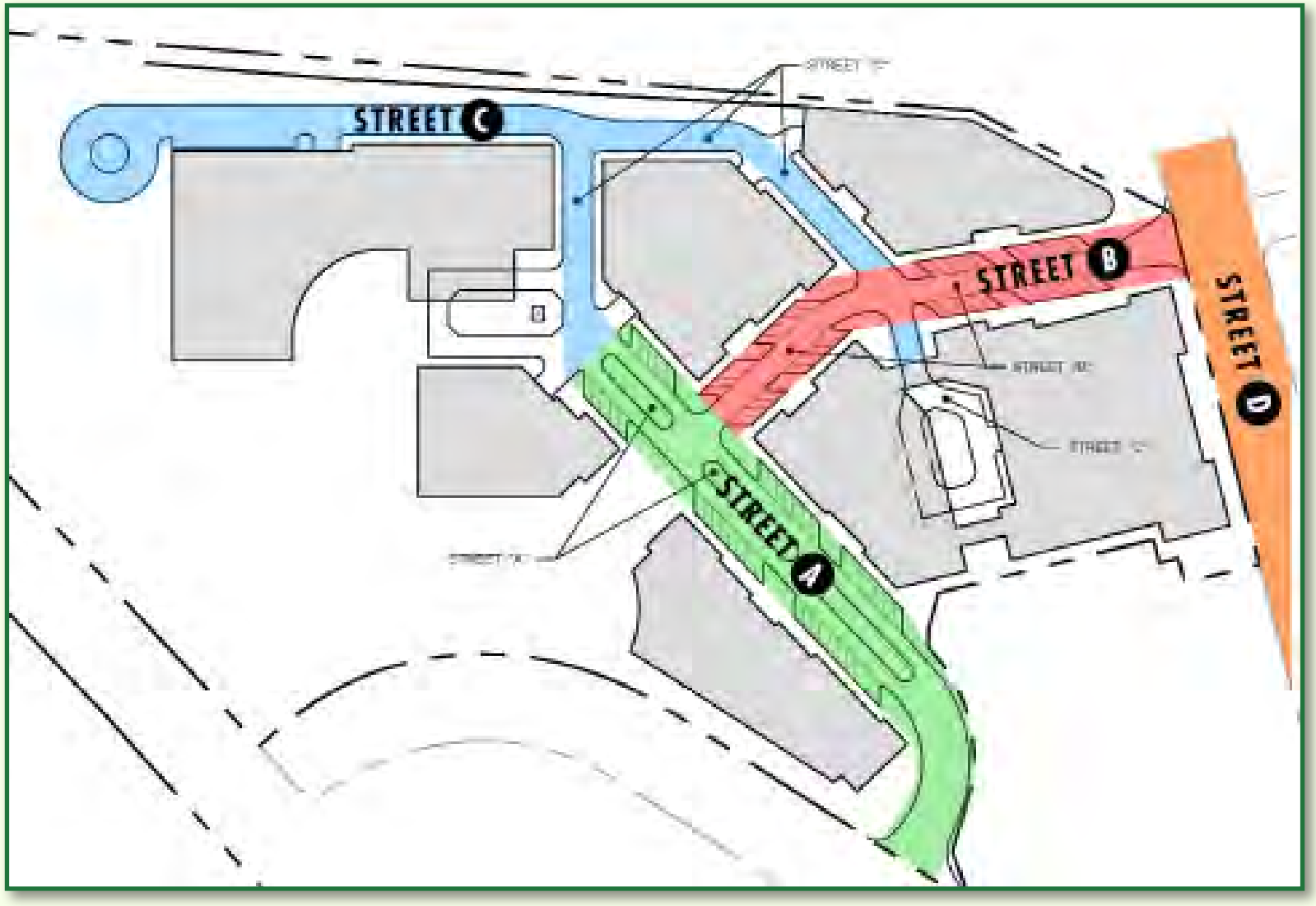
1. This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.
2. For any development standards, regulations and requirements not specifically shown on the SP Plan and/or included as a condition of Commission or Council approval, the property shall be subject to the standards, regulations and requirements of the MUI zoning district as of the date of the applicable request or application.
3. The purpose of the specific plan is to allow the mixed use development with the densities and FAR indicated within the SP.
4. The required fire flow shall be determined by the Metro/Nashville fire marshal's office prior to the issuance of a building permit.
5. Build-to lines and building setback lines are shown on the preliminary development plan.
6. Approval of any specific plan does not exempt any parcel shown on the plan or any development within the SP from compliance with all provisions of the Metro Zoning Code with respect to floodplain, steep slopes, unstable soils, sinkholes, rock outcroppings, streams, springs and critical lots.
7. Any excavation, fill or disturbance of the existing ground must be done in accordance with stormwater management ordinance 78-840 and approved by the Metro Department of Water Services.
8. This drawing is for illustrative purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
9. Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace and inspect any stormwater facilities within the property.
10. Individual water and sewer service lines are required for each parcel.
11. The developer of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro Code Chapter 17.24)
12. The owner intends to begin development of this project by fall of 2011. Expected completion by 2025. ***(Revised from 5 years to 2025)*
13. A subdivision plat will be submitted with the Final SP drawings.
14. No surface parking, with the exception of on-street parking, shall be permitted within a build-to zone or between any roadway and building, except for temporary surface parking. Temporary surface parking shall not be located within 50 feet of Charlotte Avenue or 28th Avenue. Any temporary parking with more than ten spaces must meet the "parking area screening and landscaping" requirements specified in the Metro Zoning Code.
15. According to FEMA's current flood maps (47037CO214F, dated April 20, 2001), as well as Metro's GIS information, there is no 100-year floodplain within the SP boundary.
16. According to the NRCS Soils Map, the soil on the property is MsD (Mimosa - urban land complex). This soil is not a "problem soil" as noted in section 17.28.050 of the Metro Zoning Code.
17. There are no slopes on this SP with slopes greater than 15%.
18. All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.
19. No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.
20. There are no existing wetlands within the SP boundary.
21. Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.
22. All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.
23. Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.
24. For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.
25. PERMITTED USES: Uses permitted in this development include all of the uses allowed in the MUG zoning classification with the exception of: Boarding house, Consignment sale, Garage sale, Historic bed and breakfast, homestay, Daycare home, Monastery or convent, Orphanage, Religious institution, Fraternity/sorority house, Cash advance, Automobile convenience, Automobile service, Donation center drop-off, Funeral home, Home improvement sales, Pawnshop, Radio/TV/satellite tower, Warehouse, Boatdock (commercial), Water taxi-station, Power/gas substation, Country Club, Driving range, Fairground, Golf course, Cemetery. (Residential Uses permitted, shall be limited to a maximum of 850 total units).
26. Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (minimum driveway culvert in Metro ROW is 15" CMP).
27. The existing roads and sidewalks shown on the plat of record as Instrument No. 20151210-0124463 (attached for reference) (the "PLAT") will not be modified in a manner that adversely affects Lot 9. Any change in the size or location of the private drive shown as "City Place" on the Plat and the private drive shown as "Road B - City Place" on sheet 3 of the Amended Preliminary SP shall be deemed to adversely affect Lot 9 and shall require the written consent of the owner of Lot 9.

PHASING STRATEGY



Note: The Development Phasing Strategy boundaries and sequence of construction to final build-out shown on this plan is preliminary and subject to revisions based on market conditions and future final SP submittals.

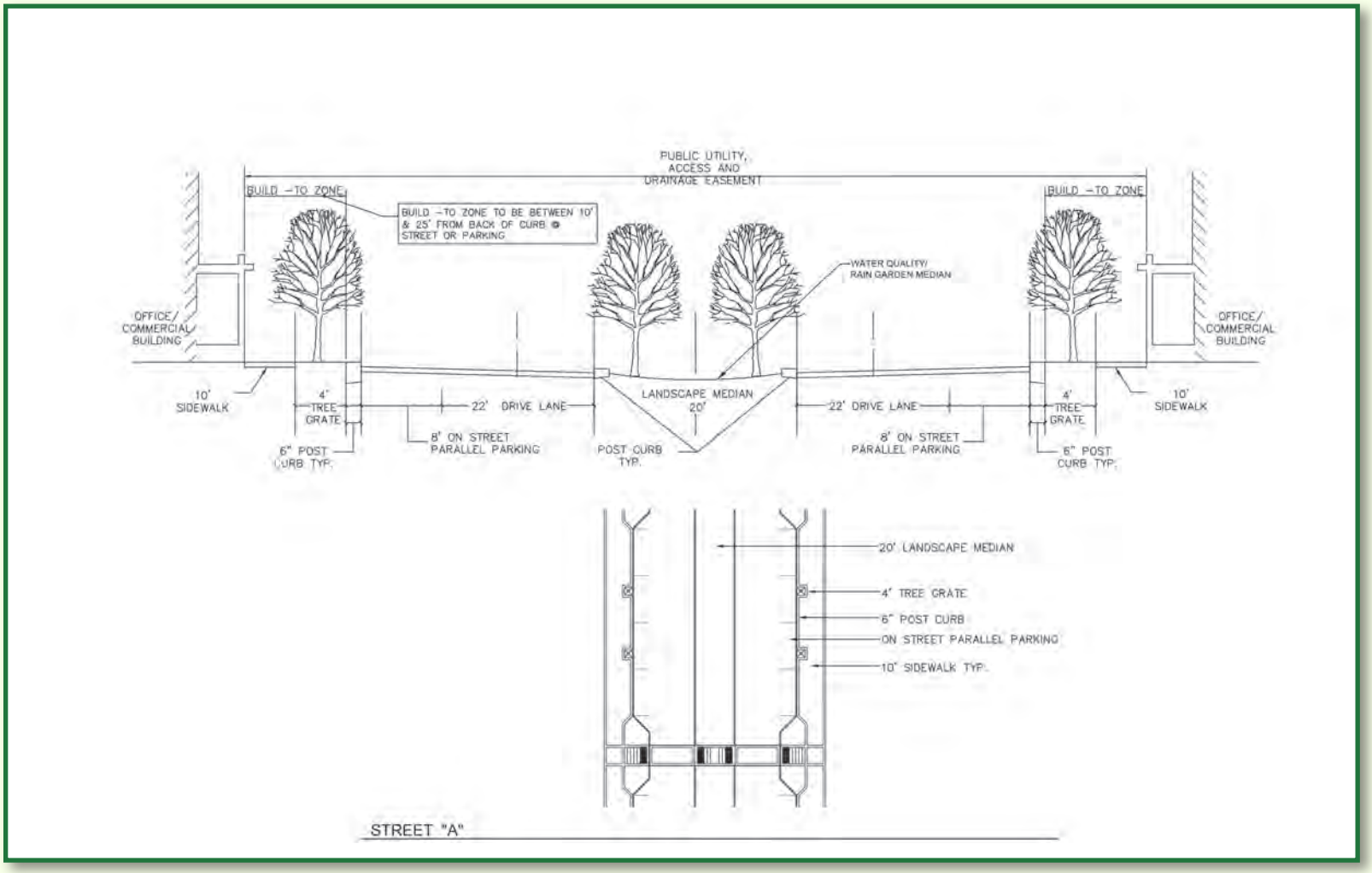
SITE CIRCULATION



Site Circulation Map

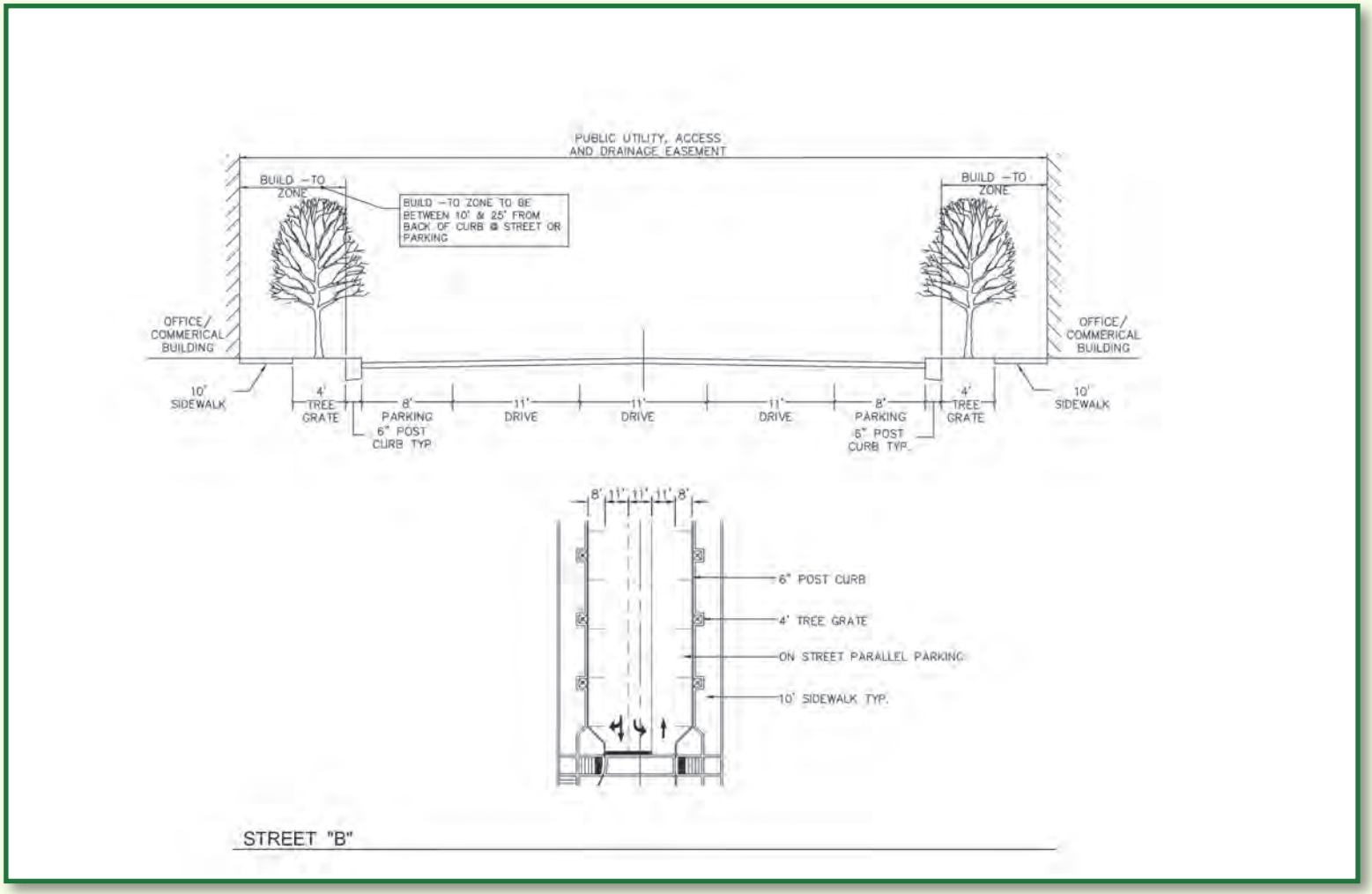
Note: See details on next page for typical street sections.

STREET SECTIONS



STREET A

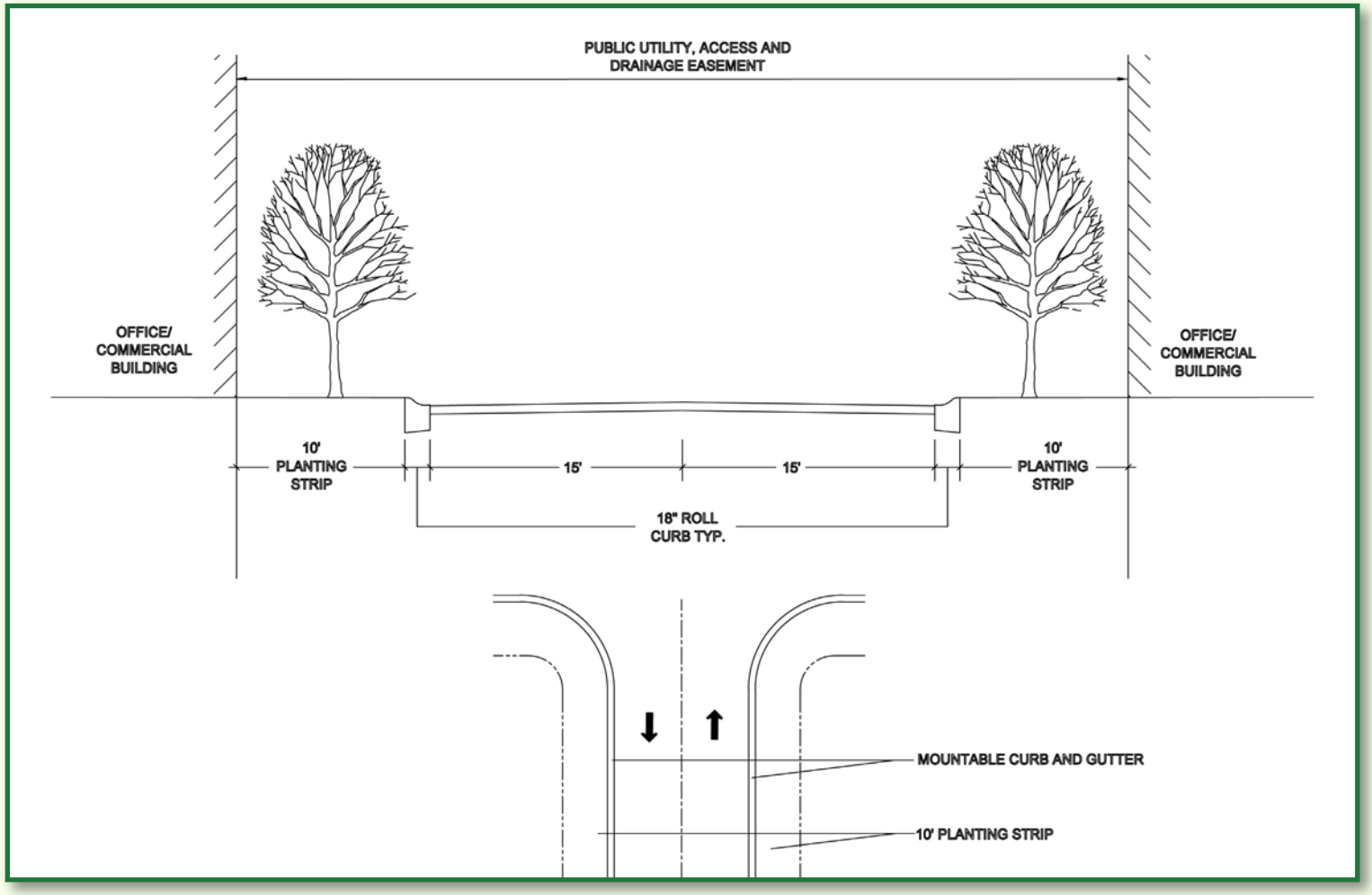
STREET SECTIONS



STREET B

Typical Street Sections

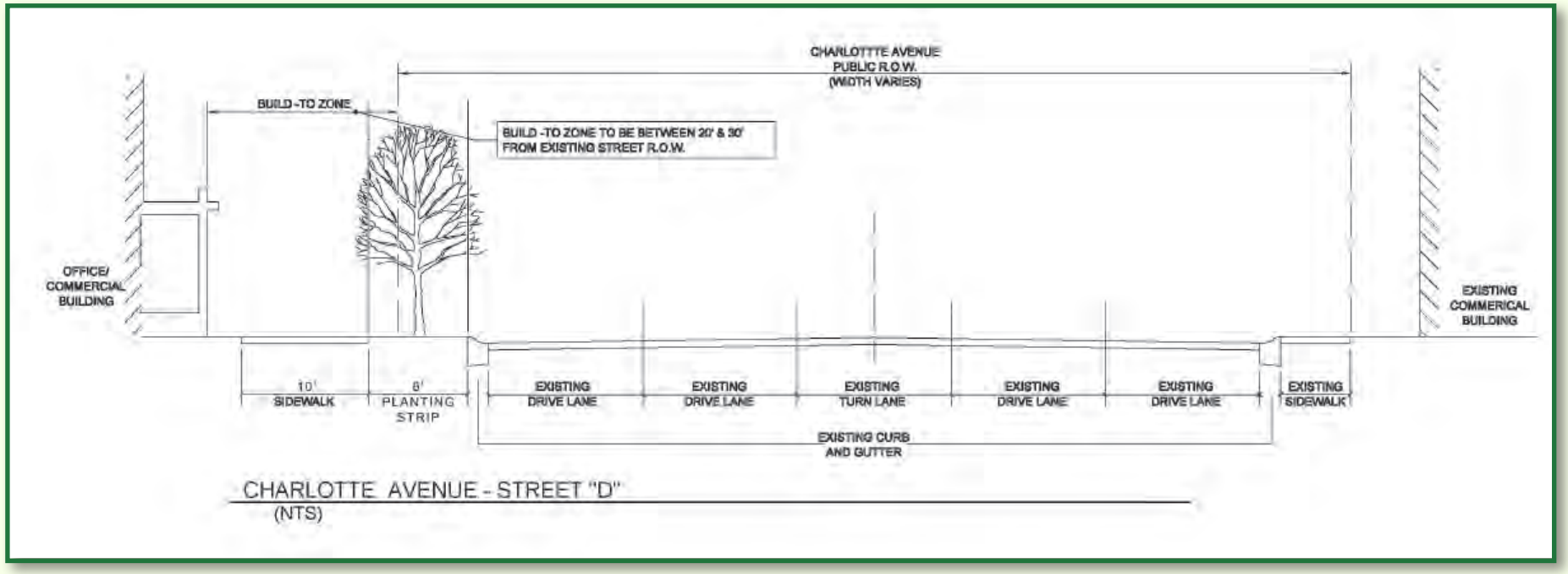
STREET SECTIONS



STREET C

Typical Street Sections

STREET SECTIONS



STREET D

Note: The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

Typical Street Sections

TRAFFIC CONDITIONS

This SP Plan will comply with the following Traffic Conditions approved as a part of Amendment #1 to Metro Council ORDINANCE NO. BL2011-891.

1. PHASE 1 TRAFFIC CONDITIONS:

a. Road A (Site Access 1) from the 28th Avenue Connector project limits to Road B shall be designed to include two travel lanes in each direction in order to accommodate the traffic that will be generated by the proposed development.

b. The eastbound approach of Road A at the intersection of the 28th Avenue Connector will be designed to include three eastbound approach lanes and shall be striped to include at a minimum one left turn lane and one right turn lane with approximately 200 feet of storage and tapers per AASHTO/MUTCD standards. The design and construction of this approach shall be coordinated with the 28th Avenue Connector project.

c. At the intersection of Road A, the northbound approach of the 28th Avenue Connector shall be modified to include a left turn lane with approximately 225 feet of storage and tapers per AASHTO/MUTCD standards. The design and construction of this approach shall be coordinated with the 28th Avenue Connector project.

d. Road B (Site Access 2) shall be designed at a minimum as a two-lane roadway with one travel lane in each direction.

e. The northbound approach of Road B shall align with 31st Avenue at the intersection of Charlotte Avenue and shall be designed to include one left turn lane with approximately 100 feet of storage, one through lane, and one right turn lane with approximately 170 feet of storage and tapers per AASHTO/MUTCD standards.

f. The existing two-way left-turn lane on Charlotte Avenue should be restriped at the intersection of Road B to provide a dedicated westbound left turn lane with approximately 150 feet of storage and 75 feet of open taper.

g. The traffic signal at the intersection of Charlotte Avenue and Road B/31st Avenue shall be modified to accommodate the new approach of Road B. At a minimum the modification will include protected/permissive left turn signal phasing for all approaches, and a right turn overlap for the northbound approach during the protected westbound left turn phase. Crosswalks with pedestrian signal heads and pushbuttons shall be provided across all legs of the intersection.

h. The internal intersection of Road B and Road C shall be controlled by stop signs on the Road C approaches. Left turn lanes with at least 60 feet of storage and tapers per AASHTO/MUTCD standards shall be provided on the northbound and southbound approaches of Road B. The eastbound and westbound approaches of Road C should be designed to have a separate left turn and a shared through right turn lane. These left turn lanes should have at least 60 feet of storage and tapers per AASHTO/MUTCD standards.

i. To minimize conflicts for traffic entering the site on Road B from Charlotte Avenue, remove all southbound angled parking on Road B for a minimum distance of 150ft from the intersection of Road B and Charlotte Avenue.

j. The intersection of Charlotte Avenue at 28th Avenue is being redesigned, as part of the 28th Avenue Connector project currently being undertaken by Metro. The redesign of the existing traffic signal shall be coordinated with the 28th Avenue Connector project to minimize any required reconstruction associated with any anticipated future improvements required at this intersection.

TRAFFIC CONDITIONS

Traffic Conditions continued....

k. As described in the traffic impact study, "it is anticipated that the proposed development will be a major attractor for commuters with several thousand new jobs and daily visitors to the proposed medical offices and retail/restaurant space". Because of this consideration should be given to adding a bus stop for the #10 Charlotte Route within the project site. With the submittal of Final SP plans, the site shall be evaluated to determine where facilities could be provided to accommodate future transit/bus service.

l. A cross access easement shall be provided to the adjacent property to the west. The utilization of this easement will be determined by Metro at the time a redevelopment plan is submitted for the adjacent property to the west.

2. PHASE 2/FULL BUILD-OUT:

a. Focused traffic impact studies shall be required with the submittal of each Phase 2/Full Build-out final SP plan or as determined by the Metro Traffic Engineer. These studies will determine at what point each of the Phase 2 improvements (listed below) are to be constructed and whether additional mitigations are required. The expected improvements include the following:

1. A northbound right turn lane on the 28th Avenue Connector at the intersection of Charlotte Avenue with approximately 225 feet of storage and tapers per AASHTO/MUTCD standards.

2. An eastbound right turn lane on Charlotte Avenue at the intersection of the 28th Avenue Connector with approximately 300 feet of storage and tapers per AASHTO/MUTCD standards.

3. A westbound right turn lane on Charlotte Avenue at the intersection of the 28th Avenue Connector with approximately 200 feet of storage and tapers per AASHTO/MUTCD standards.

4. A modification of the northbound lanes on the 28th Avenue Connector at Charlotte Avenue to provide two left turn lanes, a single through lane, and a right turn lane with appropriate signage as required.

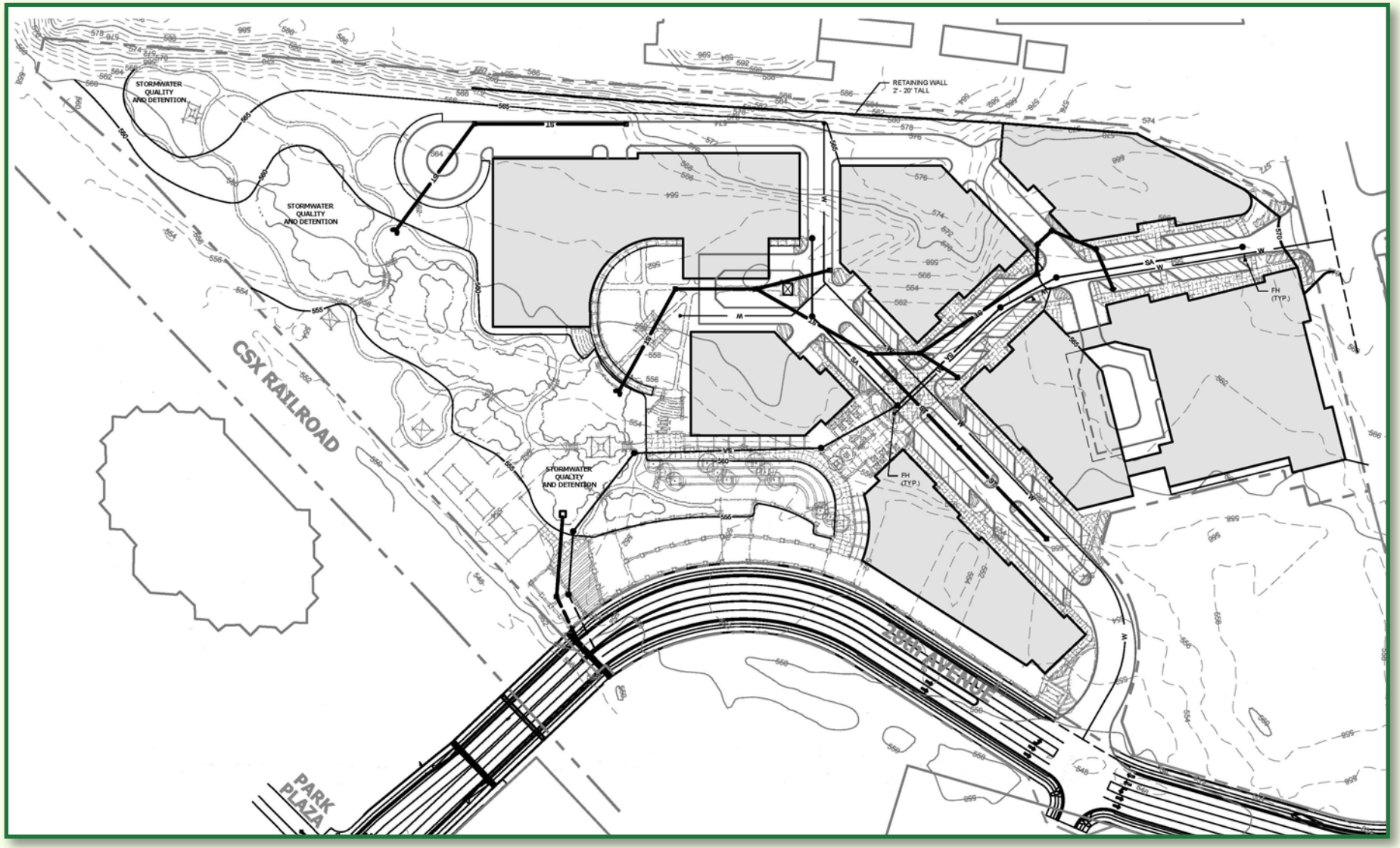
5. A modification to the lanes on the north approach of 28th Avenue at Charlotte Avenue to provide a southbound left turn lane, a southbound through lane, a southbound shared through/right turn lane, and a northbound through lane. The southbound left turn lane will have a minimum storage length of 160 feet and tapers per AASHTO/MUTCD standards. The southbound through/right turn lane on 28th Avenue will extend for a distance of at least 330 feet north of the Charlotte Avenue intersection.

6. Modification to the traffic signal at the intersection of Charlotte Avenue and 28th Avenue to provide protected-only left turn phasing for the recommended dual left turn lanes on the northbound approach of 28th Avenue. Right turn overlap phasing will be provided for the northbound, eastbound, and westbound approaches.

7. An eastbound right turn lane on Charlotte Avenue At the intersection of Road B/31st Avenue with approximately 150 feet of storage and tapers per AASHTO/MUTCD standards.

3. Approved traffic conditions may be modified based on subsequent review and approval of a new Traffic Impact Study by Metro Traffic Engineer and the Planning Commission."

SITE INFRASTRUCTURE



SUSTAINABILITY





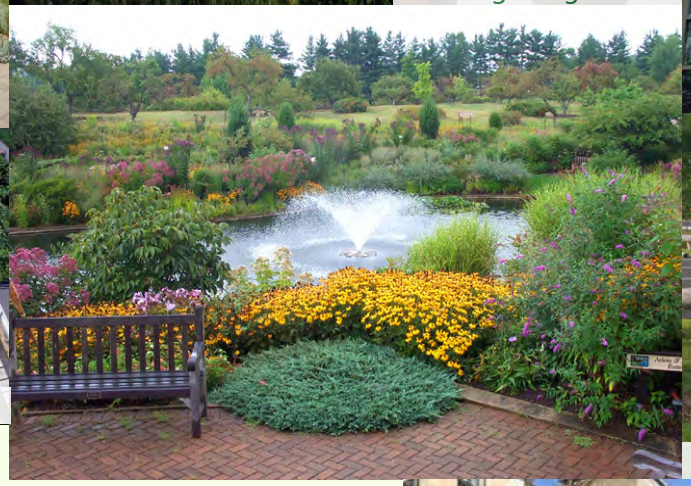
building design







green roofs





water quality



alternative transportation





ONE**C1TY** will be guided by sustainable principles. Site design, infrastructure, transportation and building design will be planned and constructed with the goal of achieving LEED Neighborhood Development certification. Interactions between companies, health care providers, patients, and visitors will accelerate economic growth and advance longevity and quality of life for individuals seeking sustainable living.

Sustainability

PUBLIC REALM

What if we could effect our physical environment and improve the way we come together as a community? What if we opened our proverbial arms to the adjacent neighborhoods and created and series of outdoor rooms built around the idea that sometimes chance meetings can spark a lifelong endeavor? What if we imagined something completely new and inspired by the aspirations of the next generation?

Sidewalks, streets, parks, plazas, terraces, courtyards and rooftop decks: the public realm is a carefully, interwoven network of shared encounters. Each of these components provide opportunities for a diverse community to come together and experience ONE**C1TY**. The design of each space and place informs our sense of place and influences our quality of life. Our open spaces provide a balance between private property and public access. Each of the unique districts afford the community open space to commune, celebrate and recharge. Well-designed parks and open space will foster a greater community and a shared outreach for a collective health. Attention to details such as lighting and safety, shade and comfort, wayfinding and public art increases 'dwell time' and frequency of visits.

The buildings among the open spaces affect the quality of the public realm. Building heights, massing , facade composition, proportions and relationships to the streets and open space are carefully considered. Passive strategies, minimal energy use and occupant comfort all inform our design decisions.

The context of the mixed-use network provides a rich tapestry of public spaces: terraced lawns for community gatherings and performances, meandering paths through quiet natural areas, outdoor dining terraces for festivals, terraced gardens rich with color and texture, an eclectic shopping district, courtyards for mindful reflection and collaborations, and rooftop decks for corporate events.

Our public realm will be **intentional, flexible and above all comfortable**.











STREETSCAPE

What if we designed a pedestrian experience to set a new standard in Nashville? What if our sidewalks were a network of experiences designed to make people feel comfortable and safe? What if we encouraged people to stay a while, pull up a chair and connect with people?

The shared encounters on our streets and open spaces are the very thing that will bring people back to this place. Think of the last place you visited that made you feel as you envision yourself. Was there an attitude about the environment you connected with? Did it feel authentic or contrived? Each design decision made related to the streetscape experience at ONE**C1TY** will be driven by the idea that if we feel comfortable and safe in an environment that reflects our aspirations, then we will make it a habit to return and stay a while.

Simple, scored hardscape with generous planting beds and a series of comfortable, shaded outdoor rooms is the foundation for a successful streetscape. Visual access to street level tenants and easy cross-shopping are critical to success. Sufficient on-street and teaser parking spaces provide convience and a buffer for pedestrian safety. Quality pedestrian and vehicular lighting should provide both safety and ambiance. Street trees and 'hip-height' landscape provide a soft, garden experience that engages the spirit.

Outdoor rooms are designed for a variety of gatherings and provide a respit from the sun. Often anchored with landscape and framed with a more detailed hardscape, the furniture groupings will be modern, comfortable and create a sense of place.

Signage and wayfinding is essential to a successful streetscape and will be designed to make the pedestrian experience one of discovery, not exploration.

Our streetscape experience will be **comfortable, smart, lush, sophisticated and inviting.**











ARCHITECTURAL CHARACTER

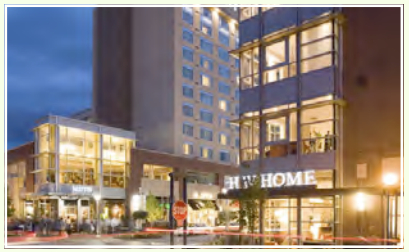
What if we created a place with the best thinking and practices in architecture with the goal to inspire a new generation focused on **quality of life and environment**? What if the design promoted **healthy workplaces**, healthy eating and mindful experiences? What if we allowed technology and the entrepreneurial spirit to inspire our choices in the creation of this environment?

Building design will impact ONE**C1TY** on different levels. From I-440, the the architecture will signal a rebirth and a thoughful approach to passive, sustainable strategies focused on **occupant comfort**. From Charlotte Ave, the architecture will reflect **an extension of our city's fabric** delivering street level goods and services. From the new 28th Avenue Connector, the architecture will signal a new paradigm in mixed-use development and serve as a **gateway to the public.**

Height and length of buildings along each street will be designed with the pedestrian and tenants in mind. A rich, comfortable and safe streetscape environment must be met with buildings of proper scale, proportion and access to encourage walkability and increased 'dwell time'. Each building facade is part of a complex network of relationships built around the user experience. **Solar access** is maintained for key building facades, atria and rooftop terraces by managing height, size and placement of each building within the urban fabric. Buildings will range in height and size, but will always adjust in ways that address the streetcape experience, street scale, proximity and the comfort of the users.

Vehicular access, direct and sufficient parking is provided in structured and underground decks to limit influence on the pedestrian environment and provide direct access to both street level shops and suite level occupants. Alternate modes of transport are highly encouraged in this primarily **pedestrian environment**.

The design of our buildings will be **beautiful, functional, sustainable, modern and inspiring.**











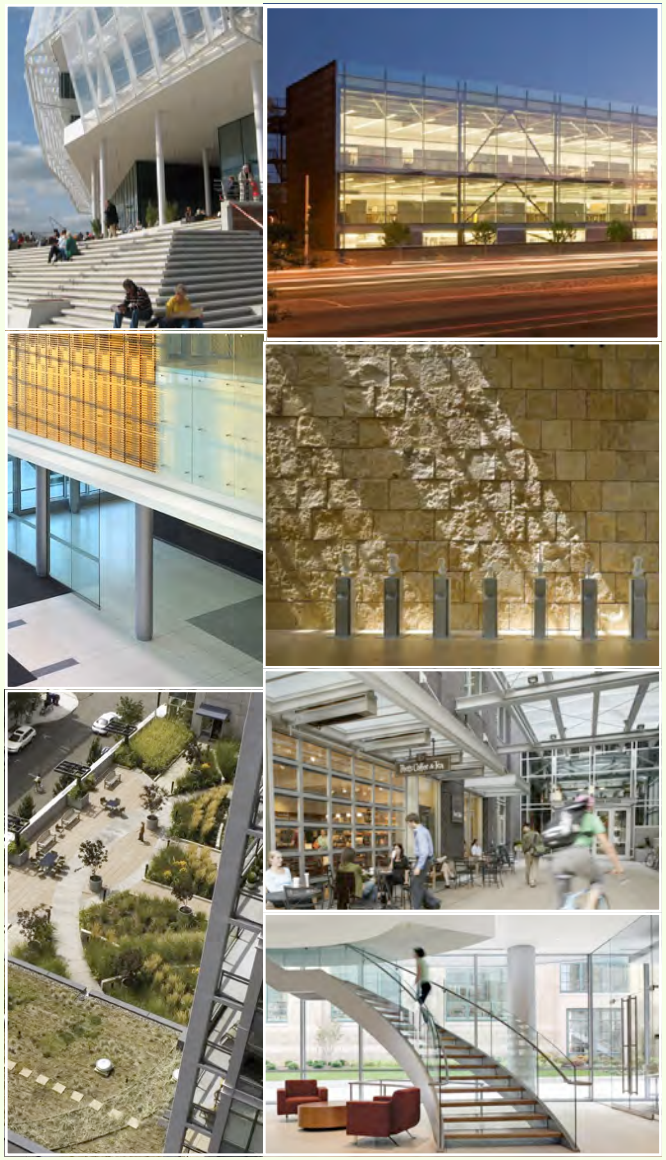
MATERIAL PALETTE

What if we considered the environment when we selected our building materials? What if we sought out local suppliers and innovative systems that took advantage of our climate and resources? What if we thought about long-term performance and carbon footprint before we decided what materials felt right?

The built environment at ONE**C1TY** will be eclectic. As an extension of an existing urban fabric, we endeavor to create a series of experiences and buildings that have a distinct voice. Local suppliers, materials and leading edge building technologies will be deployed at the pedestrian scale; meaning both building design and the material palette will create a series of diverse pedestrian experiences that are at once functional, beautiful and relevant to the place.

Durability of building materials is critical, as is beauty. In a protected setting, the use of natural materials such as wood and stone are highly encouraged. At the street level, glass is the primary component of a successful pedestrian environment. From a distance, the buildings will reflect an attitude of design, style and sustainability. Solar access and building adjacencies will dictate building skin configurations and materiality.

Our material palette will be **innovative, high-touch, low-maintenance and inspired by nature**.

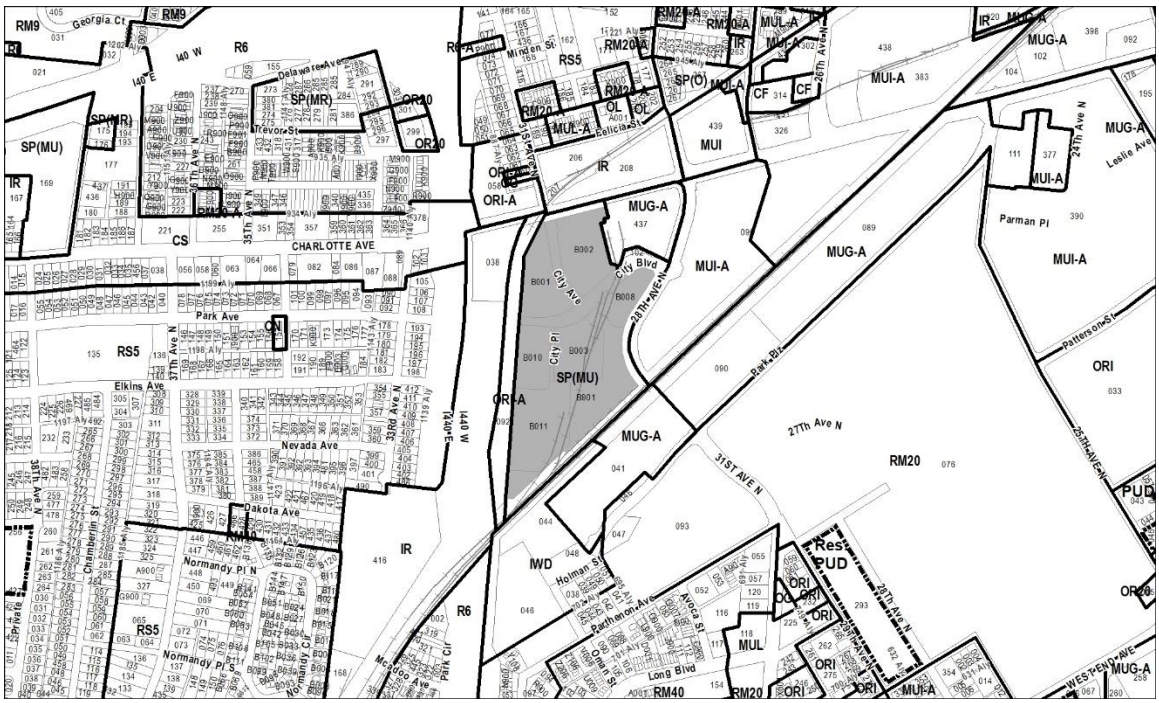


"We believe that this is the right time to begin this process. The economy is showing signs of life. Nashville is at the front edge of the economic recovery and plans for the 28th Avenue Connector make this the perfect location for a new development in Nashville's urban core."

-Ryan C. Doyle, Vice-President
Health Care REIT, Inc.

2011SP-009-008
ONEC1TY
Map 092-14-0-B, Parcel(s) 001-004, 008, 010, 011, 901
Subarea 10, Green Hills - Midtown
District 21 (Taylor)
Application fee paid by: One City Ryan Doyle

A request to amend the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, requested by Civil Site Design Group, applicant; Cambridge Nashville Medical Center LP, Nashcam LP, NF IV-VA Nashville LLC, Shay/LB-WC-LC LLC, owners.



File #: BL2021-607, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), being Property Parcel No. 376 as designated on Map 119-05 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

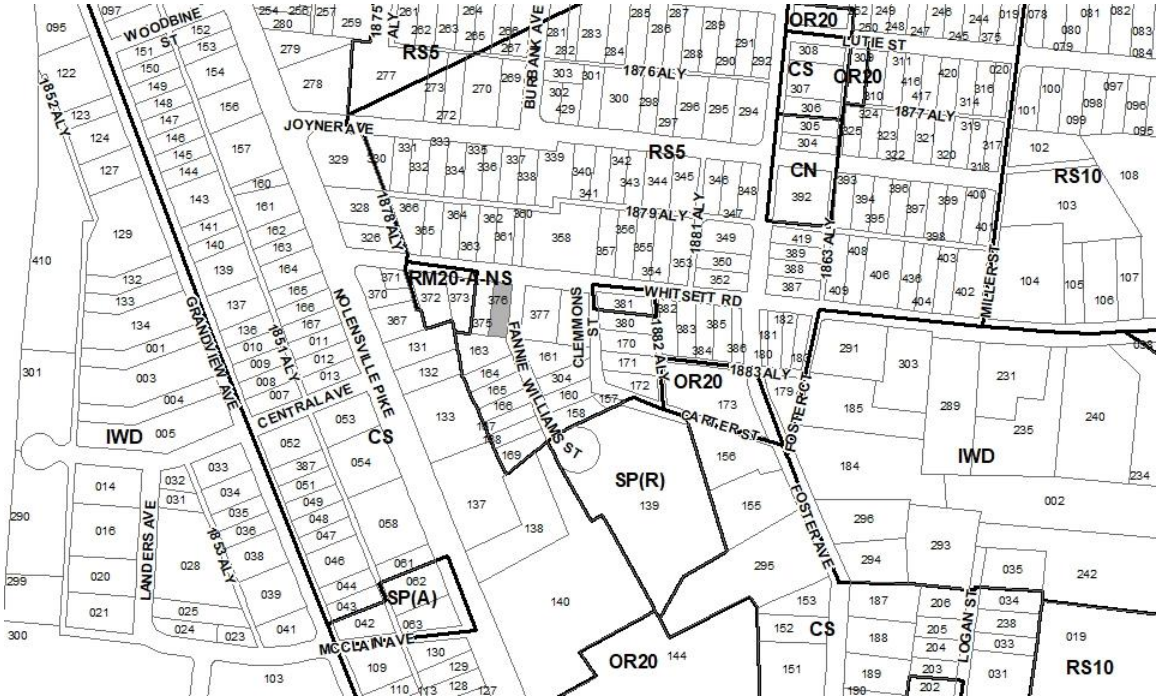
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 119-05, Parcel(s) 376/Martha Carter and Gwendolyn D. Murphy
Requested by: S & H Group

2020Z-135PR-001
Map 119-05, Parcel(s) 376
Subarea 11, South Nashville
District 16 (Ginny Welsch)
Application fee paid by: S&H Group

A request to rezone from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), requested by S+H Group, applicant; Martha Carter and Gwendolyn D. Murphy et al, owners.



File #: BL2021-610, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by cancelling a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By cancelling a Planned Unit Development for property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (3 acres), being Part of Property Parcel No. 180 as designated on Map 032-00 and Part of Property Parcel No. 003 on Map 041-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

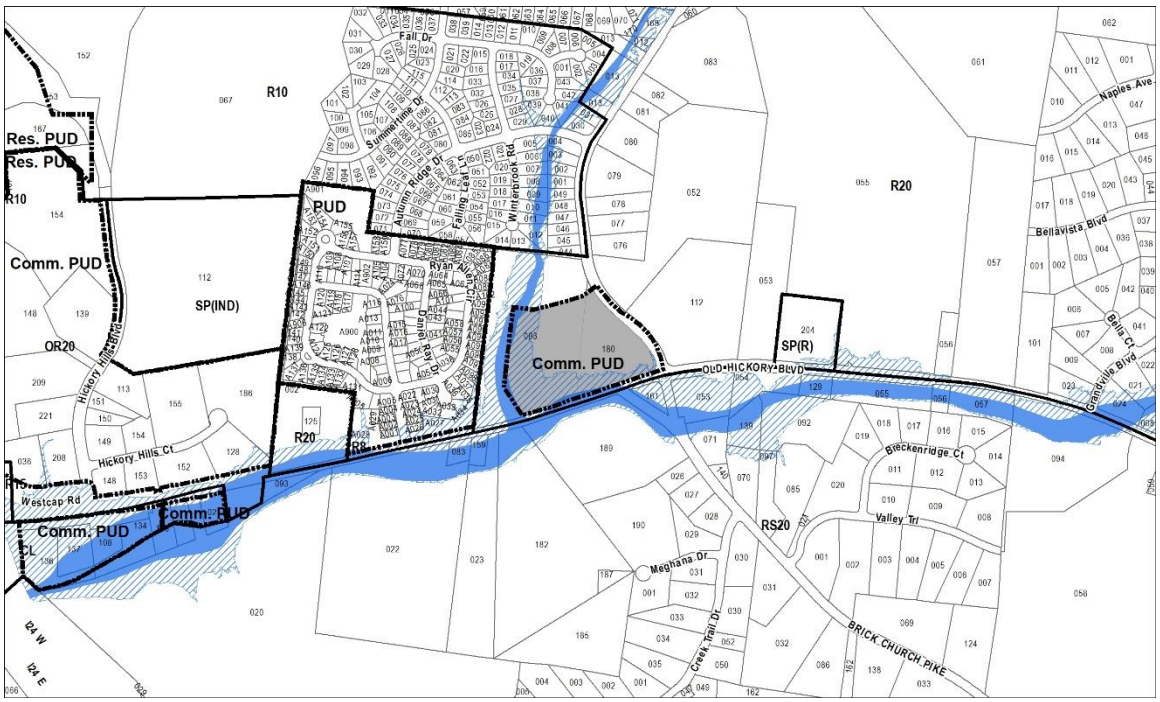
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 032 and 41 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 032, part of Parcel(s) 180; Map 041, part of Parcel(s) 003/Gordon F. McCammon and Robert C. Helson
Requested by: Councilmember Jennifer Gamble

65-76P-003
COMMERCIAL PUD (CANCEL)
Map 032, part of Parcel(s) 180
Map 041, part of Parcel(s) 003
Subarea 02, Parkwood - Union Hill
District 03 (Gamble)
Application fee paid by: Fee waived by Council

A request to cancel a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), requested by Councilmember Jennifer Gamble, applicant; Gordon F. McCammon and Robert C. Helson, owners.



File #: BL2021-619, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)

WHEREAS, The Council of The Metropolitan Government of Nashville and Davidson County has prioritized the preservation of and addition to the urban tree canopy; and

WHEREAS, The Metropolitan Government recognizes the importance of street trees on the health of our environment and the aesthetics of our city; and

WHEREAS, The Metropolitan Planning Department regularly works with communities to plan the future of their major corridors; and

WHEREAS, the citizens of Nashville and Davidson County prioritize the importance of trees in the health and aesthetics of our city.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 17.24 of the Metropolitan Code is hereby amended by adding the following under Article I. - General Provisions:

17.24.075 - Plans for Street Trees and Streetscape

A. Adoption. The Metropolitan Planning Commission shall review and adopt plans for streetscapes and street trees created for specific geographic areas within Davidson County.
B. Review and enforcement. Compliance with a street tree/streetscape plan shall be reviewed and enforced by the urban forester according to the provisions of this section. Where street trees required by an adopted plan are to be located within the public right-of-way, the urban forester shall consult with the director of public works and/or the director of water services, or their designees, in review and enforcement of the plan. A street tree/streetscape plan shall be designated as a layer in GIS and mapping systems, and all parcels affected by a street tree/streetscape plan shall be flagged on all permitting.
C. Applicability.
1. Multi-family or non-residential development or redevelopment. All provisions of this section shall apply to the development or redevelopment of multi-family or non-residential property which includes one or more of the following:
    a. Construction of a new structure on a vacant lot, including lots on which all structures have been or are planning to be demolished; or
    b. The cost of any one renovation equal to or greater than fifty percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than seventy-five percent of the current appraised value of all structures on the lot; or
    c. The cost of any one expansion equal to or greater than twenty-five percent of the

current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than fifty percent of the current appraised value of all structures on the lot; or

d. The total building square footage of any one expansion is equal to or greater than twenty-five percent of the total square footage of all structures on the lot, or the total building square footage of multiple expansions during any five-year period is equal to or greater than fifty percent of the total square footage of all the structures on the lot.

2. Single-family or two-family construction. All provisions of this section shall apply to the construction of new single-family or new attached or detached two-family structure(s) on a vacant lot, including lots on which all structures have been or are planned to be demolished.

D. Installation and maintenance.

1. Trees shall be installed according to the provisions of the Metro Nashville Street Tree Specifications prepared and maintained by Metro Water Services in conjunction with Metro Public Works, Planning and Codes.

2. The owner of the property frontage along with the street trees are installed shall maintain the trees installed per this title according to the provisions of the Metro Nashville Street Tree Specifications. The owner of the property frontage shall execute and record a restrictive covenant agreeing to these maintenance responsibilities.

3. Trees installed pursuant to this section shall be eligible for credit toward the tree density required by Article II, Tree Protection and Replacement, of this Chapter.

E. Modifications and amendments. The urban forester shall have the authority to grant minor modifications to the adopted street tree plan including, but not limited to, adjustments in spacing or planting location that do not alter the overall concept of the adopted street tree/streetscape plan. Minor modifications may be granted based on existing physical site conditions such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, or steep topography. Modifications that alter the overall concept of the adopted plan shall be considered major and require amendment of the plan by the Metro Planning Commission.

F. Waivers and compliance. The zoning administrator may waive, in whole or in part, the requirements of this section upon request by the property owner or its agent due to existing physical features on the property such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, steep topography, or other hardship. In addition to the urban forester, the zoning administrator shall consult with the executive director of the planning department, or their designee, and where appropriate the director of public works and/or the director of water services, or their designees, prior to making any final determination.

G. Appeals to the Board of Zoning Appeals. The provisions of this section may be varied or interpretations appealed in conformance with Chapter 17.40, Administration and Procedures. The board of zoning appeals may require a contribution to the tree bank, as provided for in Section 17.40.480 of this title, or other appropriate mitigation for the loss of the trees required by the street tree/streetscape plan as a condition of the variance. The board of zoning appeals shall not accept an application until the zoning administrator has made a determination on the requirement as set forth in this chapter.

Section 2. That Subsection 17.40.340.B of the Metropolitan Code is hereby amended by adding the following to the list of Sections/Tables that may not be varied without first considering a recommendation from the planning commission:

Section 17.24.075

Section 3. This Ordinance shall take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance authorizes the Planning Commission to adopt a street tree and/or streetscape plan for specific geographic areas within Davidson County. The urban forester would be tasked with review and enforcement of a street tree/streetscape plan. These provisions would be applicable to single- or two-family construction of new single-family or attached or detached two-family structures on a vacant lot, including lots where all structures have been or are planned to be demolished and multi-family or non-residential development or redevelopment which includes one or more of the following:

a. Construction of a new structure on a vacant lot, including lots on which all structures have been or are planning to be demolished; or
b. The cost of any one renovation equal to or greater than fifty percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than seventy-five percent of the current appraised value of all structures on the lot; or
c. The cost of any one expansion equal to or greater than twenty-five percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than fifty percent of the current appraised value of all structures on the lot; or
d. The total building square footage of any one expansion is equal to or greater than twenty-five percent of the total square footage of all structures on the lot, or the total building square footage of multiple expansions during any five-year period is equal to or greater than fifty percent of the total square footage of all the structures on the lot.

Trees would be required to be installed and maintained according to the provisions of the Metro Nashville Street Tree Specifications. Trees installed pursuant to this ordinance would be eligible for credit toward the tree density requirements.

The urban forester could make minor modifications to the plan based on existing physical site conditions. However, amendments that alter the overall concept of the plan would be required to go before the Planning Commission. The Zoning Administrator would be authorized to waive, in whole or in part, requirements of this ordinance upon request of the property owner or its agent due to existing physical features. Decisions on waivers would be made in consultation with the urban forester, and, if applicable, the director of Metro Public Works, the director of Metro Water Services, or their designee.

The provisions of this ordinance could be varied or appealed to the Board of Zoning Appeals. The BZA could require a contribution to the tree bank or other appropriate mitigation as a condition of the variance.

File #: BL2021-620, **Version:** 1

An ordinance amending Chapters 17.36 and 17.40 of Title 17 of the Metropolitan Code to create a Detached Accessory Dwelling Unit (DADU) Overlay District. (Proposal No. 2021Z-002TX-001).

WHEREAS, the relative lack of affordable housing in the center-city of Nashville is an obstacle to living close to jobs and educational opportunities; and

WHEREAS, the fastest growing demographics in Nashville are in households without children, who frequently do not require a large dwelling unit; and

WHEREAS, NashvilleNext Plan envisions increased density along major corridors into and around the city while preserving the character of existing neighborhoods as the corridor housing transitions into the surrounding neighborhoods; and

WHEREAS, Public transit along these corridors is a more effective and environmentally friendly way to commute to work or other destinations, and can provide opportunities for residents to live without a car; and

WHEREAS, Many neighborhoods have downzoned from R to RS to reduce the economic pressure to demolish existing homes and replace them with two full size homes on a single lot; and

WHEREAS, Many homeowners in RS zoned areas have expressed a desire to add a detached structure to their home that can be used in a variety of ways, including for long-term rentals, that can be “neighborhood friendly” with a properly designed overlay; and

WHEREAS, a Detached Accessory Dwelling Unit can provide additional income allowing some homeowners to remain in their homes despite gentrification and rising costs; and

WHEREAS, Overlays are generally implemented with majority support of the affected neighbors, giving existing homeowners say in their housing opportunities and in their neighbors’ opportunities.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following new Article XIV entitled “Detached Accessory Dwelling Unit (DADU) Overlay District”.

17.36.680 Purpose and intent.
The DADU overlay district provides additional housing options in the Urban Zoning Overlay.

17.36.690 Overlay designation.
A DADU overlay district shall be created within the Urban Zoning Overlay according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the official zoning map.

17.36.700 Design guidelines.
A detached self-sufficient dwelling unit shall be allowed accessory to a principal structure subject to the standards set forth in Section 17.16.030.G of this zoning code.

17.36.710 Permitted land uses.
The range of land uses permitted within a DADU overlay district shall be those permitted by the underlying zoning district(s) as established by the zoning district land use table of Section 17.08.030 and accessory dwelling, detached. On any lot where a new accessory dwelling, detached is built, short term rental property, owner occupied, is not a permitted use in the accessory dwelling unit.

17.36.720 Bulk Provisions.
The bulk provisions of the base zoning district shall apply.

17.36.730 Detached Accessory Dwelling Unit Overlay District.
A. Application of a DADU overlay.
   1. A DADU overlay shall consist of a minimum of 30 contiguous lots. For the purposes of this overlay, lots on opposing block faces and opposite sides of alleys shall be considered contiguous.
   2. A DADU overlay shall be bounded on all sides by streets, alleys, railroads, rivers or other separations so that no lot lines are shared with properties that are not in the overlay district.
B. Planning Commission Recommendation. The planning commission shall review a proposed DADU overlay district application for conformance with the General Plan. The planning commission shall act to recommend approval or disapproval of the application. Within ten working days of an action, the commission's resolution shall be transmitted in writing to the applicant, the metro clerk, the zoning administrator and all other appropriate governmental departments.
C. Council Consideration. The metropolitan council shall consider an ordinance establishing a DADU overlay district according to the procedures of Article III of this chapter (Amendments). All property owners within and proximate to a proposed DADU overlay district shall be notified according to the procedures of Article XV of this chapter.
D. Final Site Plan Approval. For property located within a DADU overlay district, a final site plan application shall be submitted for review and approval by the Zoning Administrator in a manner consistent with the procedures of Section 17.40.170A. The applicant is required to submit all necessary information to the Zoning Administrator and to certify the accuracy of the submitted information.
E. Changes to a DADU Overlay District Boundary. A proposed change in the geographic boundary of a DADU overlay district on the official zoning map shall be considered by the council according to the procedures of Article III of this chapter (Amendments).

Section 2. Section 17.40.740 of the Metropolitan Code is hereby amended by deleting subsection C.3 in its entirety and substituting with the following:

“Applying the urban design overlay district, historic preservation district, neighborhood conservation district, urban zoning overlay district, contextual overlay district, corridor design overlay district, detached accessory dwelling unit overlay district, or detached accessory dwelling unit overlay district as provided in Chapter 17.36;”

Section 3. That this Ordinance shall take effect five (5) days from and after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance creates a Detached Accessory Dwelling Unit (DADU) Overlay District in Title 17 of the Metropolitan Code.

The proposed overlay would permit a detached, self-sufficient dwelling unit accessory to a principal structure.

The overlay would permit DADUs within the boundary of the overlay, subject to existing standards for detached accessory dwelling units in Section 17.16.030.G of Title 17. These standards include requirements for, but not limited to, ownership, lot area, setbacks, bulk & massing, design, and access. This ordinance does not apply the overlay to any areas; it only creates the tool that can be utilized. The process to apply the overlay is the same process as a rezoning and is similar to the process for other overlays, such as contextual overlays and residential accessory structure overlays.

This ordinance is scheduled for the February 25 Planning Commission meeting. Planning staff has proposed an amendment that clarifies the applicability standards and permitted uses within the overlay.

File #: BL2021-621, **Version:** 1

An Ordinance amending Sections 17.40.720 and 17.40.730 of the Metropolitan Code, Zoning Regulations, to require additional public notice regarding applications for permits from the Historic Zoning Commission (Proposal No. 2021Z-003TX-001).

BE IT ENACTED BY THE METROPOLITAN COUNCIL OF NASHVILLE & DAVIDSON COUNTY:

Section 1. That Section 17.40.720 of the Metropolitan Code is hereby amended by adding the following new subsection D.:

D. Historic Zoning Commission Preservation Permits. No action shall be taken by the historic zoning commission on a preservation permit application under Section 17.40.420 unless, at least twenty-one days prior to consideration of the application by the commission, the permit applicant provides written notice by U.S. Mail of the date, time, and place of the commission meeting to all property owners within one thousand feet of the subject property. The applicant shall be responsible for the costs associated with the preparation and mailing of such written notices.

Section 2. That Section 17.40.730 of the Metropolitan Code is hereby amended by deleting the first sentence and replacing it with the following:

Public notice signs shall be posted in accordance with the following provisions on any property subject to council consideration of an amendment to the official zoning map, to the consideration of a variance, hillside exception or a special exception use permit by the board of zoning appeals, or to the consideration of a preservation permit application under Section 17.40.420 by the historic zoning commission.

Section 3. Be it further enacted, that this ordinance shall take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance amends Sections 17.40.720 and 17.40.730 of the Metropolitan Code of Laws to require public notice for applications for permits from the Historic Zoning Commission. A preservation permit would require that written notice of the Historic Zoning Commission meeting where the permit would be considered by US Mail of the date, time, and place to all property owners within one thousand feet of the subject property at least twenty-one days prior to the meeting. This is the same written notice required for zoning public hearings. Further, public notice signs would be required for the subject property. This is the same public notice sign requirement for consideration of a proposed rezone by the Council and the consideration of a variance, hillside exception, or special exception use permit by the Board of Zoning Appeals.

An amendment is anticipated for this ordinance.

File #: BL2021-633, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), being Property Parcel No. 126 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-001PR-001
Map 071-11, Parcel(s) 126
Subarea 05, East Nashville
District 05 (Sean Parker)
Application fee paid by: FED Development LLC

A request to rezone from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), requested by Civil Site Engineering, LLC, applicant; Fed Development, LLC, owner.



File #: BL2021-634, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), all of which is described herein (Proposal No 2021Z-016PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from zoned SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (191.68 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on various maps of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

STANPAR	DEEDEDAC	Owner	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCountr
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10503014000	0.12	EQUITY TRI	P O BOX 45	<Null>	<Null>	WESTLAKE	OH	US
10503014100	0.17	EQUITY TRI	P O BOX 45	<Null>	<Null>	WESTLAKE	OH	US
10503014101	0.06	DEGERBER(	315 LAUDE	<Null>	<Null>	NASHVILLE	TN	US
10503024900	0.11	CARPS, BR/	1205 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025000	0.11	DOERFLER	1207 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025100	0.14	DPH PROPE	3633 HENLEY PARK CT			ATLANTA	GA	US
10503025200	0.11	TN REAL ES	P O BOX 15	<Null>	<Null>	NASHVILLE	TN	US
10503025300	0.11	MOORE, FL	1213 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025400	0.11	DEATON, L.	1215 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025500	0.09	SAINT PATI	1219 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025600	0.05	SAINT PATI	1219 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025700	1.21	ST. PATRIC	1219 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025800	0.1	GOO REVO	1233 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503025900	0.1	HOLT, MAI	1235 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503026100	0.09	HAMILTON	64 WEST ZA	<Null>	<Null>	LONG BEA(	CA	US
10503026200	0.09	COWAN, W	1241 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503026300	0.09	FAY, MICH/	1243 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503026400	0.1	FAY, MICH/	1243 2ND AVE S			NASHVILLE	TN	US
10503026500	0.07	WHITE, JAS	1247 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503026600	0.14	CLEARWAT	P O BOX 40451			NASHVILLE	TN	US
10503026700	0.14	GAMI PART	650 WEDGEWOOD AVE			NASHVILLE	TN	US
10503026800	0.11	PHILLIPS, K	1253 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503026900	0.09	CUNNINGH	810 OAK MEADOW DR	# 161652		FRANKLIN	TN	US
10503027000	0.11	CENTRAL C	837 RUSSIE	<Null>	<Null>	NASHVILLE	TN	US
10503027100	0.09	CENTRAL C	837 RUSSLI	<Null>	<Null>	NASHVILLE	TN	US
10503027200	0.09	CENTRAL C	837 RUSSLI	<Null>	<Null>	NASHVILLE	TN	US
10503027300	0.14	COUCH, JA	930 S DOU(	<Null>	<Null>	NASHVILLE	TN	US
10503027500	0.14	PARSA, HA	P O BOX 13	<Null>	<Null>	BRENTWO(	TN	US
10503027700	0.21	GREEN, CL/	1266 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503027800	0.21	REFRESHC(	209 10TH AVE S STE 134			NASHVILLE	TN	US
10503027900	0.21	GRAVETTE,	1262 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503028000	0.23	HART TO H	1244 2ND /	<Null>	<Null>	NASHVILLE	TN	US
10503029900	0.13	BIRKHEAD,	1217 1ST AVE S			NASHVILLE	TN	US
10503030000	0.21	URBAN HO	822 WOOD	<Null>	<Null>	NASHVILLE	TN	US
10503030100	0.31	POTTS & KI	436 ATLAS	<Null>	<Null>	NASHVILLE	TN	US
10503030200	0.15	JAC INVEST	P O BOX 19	<Null>	<Null>	NOLENSVIL	TN	US
10503030300	0.11	MCCALL, B.	736 RINGG	<Null>	<Null>	NASHVILLE	TN	US

10503030600	0.64	MT. PISGAI	1233	1ST AVE S			NASHVILLE	TN US
10503030700	0.21	WENER, ST	5049	CASPI	<Null>	<Null>	OCEANSIDE	CA US
10503030800	0.21	SHARMA, F	188	FRONT	<Null>	<Null>	FRANKLIN	TN US
10503030900	0.22	JMS PROPE	473	EMERSON ST			DENVER	CO US
10503031000	0.2	SOWELL, JC	6304	SHELE	<Null>	<Null>	CHRISTIAN	TN US
10503031001	0.18	TRIM, JOHI	1247	1ST A	<Null>	<Null>	NASHVILLE	TN US
10503032200	0.17	GREENE, JA	1518	BEREA CHURCG	RD		LEBANON	TN US
10503032300	0.16	JACKSON, I	5	NORTH H	<Null>	<Null>	NASHVILLE	TN US
10503032400	0.13	MORNING	P O BOX	10	<Null>	<Null>	NASHVILLE	TN US
10503032500	0.2	MCCALL, B.	736	RINGG	<Null>	<Null>	NASHVILLE	TN US
10503032600	0.1	POSEY, WII	2416	GARD	<Null>	<Null>	NASHVILLE	TN US
10503034100	0.22	CRAWFORI	1111	1ST A	<Null>	<Null>	NASHVILLE	TN US
10503034200	0.22	SMITH, HEI	1113	1ST A	<Null>	<Null>	NASHVILLE	TN US
10503034300	0.17	WILLIAMS,	1115	1ST A	<Null>	<Null>	NASHVILLE	TN US
10503034400	0.17	ZAHRIR, HA	2193	ELLA	<Null>	<Null>	BRENTWO(	TN US
10503034500	0.17	FEENEY, M	1119	1ST A	<Null>	<Null>	NASHVILLE	TN US
10503035400	0.57	HART TO H	320	OCALA	<Null>	<Null>	NASHVILLE	TN US
10503035600	0.1	BERTRAND	1237	2ND A	<Null>	<Null>	NASHVILLE	TN US
105030A00100CO	<Null>	GOLDWIRE	1072	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A00200CO	<Null>	ATKINS, M(	1072	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A00300CO	<Null>	PATTERSOI	1070	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A00400CO	<Null>	TOM, AME	1070	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A00500CO	<Null>	JACOBS, BF	1068	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A00600CO	<Null>	TALLEY, TE	1068	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030A90000CO	0.13	SOUTHVIE\	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030A90100CO	0.18	O.I.C. 1070	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030A90200CO	0.1	O.I.C. 1072	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030B00100CO	0	RAYMER, J/	1074	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030B00200CO	0	MIHAILOV,	1074	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030B00300CO	<Null>	STRAUB, PI	112	MILDR	<Null>	<Null>	NASHVILLE	TN US
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105030B90100CO	0.04	O.I.C. 1074	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030C00100CO	0	MURPHY, M	1078	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030C00200CO	0	MARSHALL	1078	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030C90000CO	0.09	SOUTHVIE\	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030E00100CO	<Null>	HOLLINGS\	1064	A 2ND AVE S			NASHVILLE	TN US
105030E00200CO	<Null>	HEWITT, BI	630	PATRIC	<Null>	<Null>	FRANKLIN	TN US
105030E00300CO	<Null>	JONES, JOI	1705	CHAR	<Null>	<Null>	BRENTWO(	TN US
105030E00400CO	<Null>	PROCINO, I	1064	D 2NI	<Null>	<Null>	NASHVILLE	TN US
105030E00500CO	<Null>	MCFADDEI	1066	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030E00600CO	<Null>	GRAFF, JAI	1066	B 2NI	<Null>	<Null>	NASHVILLE	TN US
105030E00700CO	<Null>	HOLLOWA\	1066	C 2NI	<Null>	<Null>	NASHVILLE	TN US
105030E00800CO	<Null>	GARRETT, S	1066	D 2ND AVE S			NASHVILLE	TN US
105030E90000CO	0.14	O.I.C. LOFT	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030E90100CO	0.11	O.I.C. LOFT	3716	WEST	<Null>	<Null>	NASHVILLE	TN US
105030F00100CO	<Null>	TOWNSENI	1106	A 2NI	<Null>	<Null>	NASHVILLE	TN US
105030F00200CO	<Null>	NOCK, BRI/	1106	B 2NI	<Null>	<Null>	NASHVILLE	TN US

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105030G00100CO	<Null>	NOCK, BRI/	1106B 2ND	<Null>	<Null>	NASHVILLE	TN	US
105030G00200CO	<Null>	WRIGHT, A	1104 B 2NI	<Null>	<Null>	NASHVILLE	TN	US
105030G90000CO	0.16	O.I.C. 1104	5125 WALN	<Null>	<Null>	BRENTWO(	TN	US
105030I00100CO	<Null>	WILL, ADAI	1065 A 2NI	<Null>	<Null>	NASHVILLE	TN	US
105030I00200CO	<Null>	ZUKER, CL/	1065 B 2NI	<Null>	<Null>	NASHVILLE	TN	US
105030I00300CO	<Null>	URBAN DW	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
105030I00400CO	<Null>	URBAN DW	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
105030I00500CO	<Null>	HARDESTY,	2500 21ST AVE S STE 102			NASHVILLE	TN	US
105030I00600CO	<Null>	CONNOR, L	1069B 2ND	<Null>	<Null>	NASHVILLE	TN	US
105030I90000CO	0.15	O.I.C. 1067	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
105030I90100CO	0.15	O.I.C. 1067	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
105030I90200CO	0.15	O.I.C. 1067	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
105030J00100CO	<Null>	ROBERTS, (	402 CARRI/	<Null>	<Null>	BENTON	AR	US
105030J00200CO	<Null>	HELLER, LA	1268B 2ND AVE S			NASHVILLE	TN	US
105030J90000CO	0.23	O.I.C. 1268	9418 GREE	<Null>	<Null>	BRENTWO(	TN	US
105030M90000CO	0.2	O.I.C. 1231	1231 2ND AVENUE SOUTH			NASHVILLE	TN	US
105030N90000CO	0.13	O.I.C. 47 W	6551 PERNOD AVE			SAINT LOU	MO	US
105030T90000CO	0.1	O.I.C. 43 W	50 VANTAGE WAY STE 107			NASHVILLE	TN	US
105030V90000CO	0.51	O.I.C. 1242	2309 CRESTMOOR RD STE 201			NASHVILLE	TN	US
10504000200	0.15	SPARKMAN	2707 NATC	<Null>	<Null>	NASHVILLE	TN	US
10504000800	0.15	SPARKMAN	2707 NATC	<Null>	<Null>	NASHVILLE	TN	US
10504000900	0.29	LAFAYETTE	1925 OLD H	<Null>	<Null>	BRENTWO(	TN	US
10504001000	0.15	MUSIC CIT\	7703 N LAMAR BLVD STE 205			AUSTIN	TX	US
10504001100	0.15	WOODBINI	643 SPENC	<Null>	<Null>	NASHVILLE	TN	US
10504001200	0.15	STARNES, E	4117 CREEI	<Null>	<Null>	NASHVILLE	TN	US
10504001300	0.15	GOODLOE,	10 CLAIBOI	<Null>	<Null>	NASHVILLE	TN	US
10504001400	0.27	SPARKMAN	2707 NATC	<Null>	<Null>	NASHVILLE	TN	US
10504001500	0.07	SANKARI, M	1925 OLD HICKORY BLVD			BRENTWO(	TN	US
10504001600	0.15	SANKARI, M	1925 OLD H	<Null>	<Null>	BRENTWO(	TN	US
10504001800	0.13	SHELTON, I	13 PERKINS	<Null>	<Null>	NASHVILLE	TN	US
10504001900	0.1	AFFORDAB	50 VANTAGE WAY STE 107			NASHVILLE	TN	US
10504002000	0.12	NASH, JON	21 PERKINS	<Null>	<Null>	NASHVILLE	TN	US
10504002100	0.14	MENTLOW	25 PERKINS	<Null>	<Null>	NASHVILLE	TN	US
10504002200	0.16	DENNING,	27 PERKINS	<Null>	<Null>	NASHVILLE	TN	US
10504003800	0.18	SANKARI, M	1925OLD H	<Null>	<Null>	BRENTWO(	TN	US
10504004000	0.15	PETTIGREW	12 N HILL S	<Null>	<Null>	NASHVILLE	TN	US
10504004100	0.18	SAVITSKY, I	14 N HILL ST			NASHVILLE	TN	US
10504004300	0.18	HUGHES, H	508 SOUTH	<Null>	<Null>	NASHVILLE	TN	US
10504004400	0.18	FUENTES-M	20 N HILL S	<Null>	<Null>	NASHVILLE	TN	US
10504004900	0.05	BUFORD, JI	3704 TURL	<Null>	<Null>	NASHVILLE	TN	US
10504007800	0.32	POSEY, WII	2416 GARN	<Null>	<Null>	NASHVILLE	TN	US
10504007900	0.14	MOHAMM	2326 UNA /	<Null>	<Null>	ANTIOCH	TN	US
10504008100	0.14	AL-SORAIF\	4849 TERR/	<Null>	<Null>	ANTIOCH	TN	US
10504008200	0.13	AL-SORAIF\	4849 TERR/	<Null>	<Null>	ANTIOCH	TN	US
10504008300	0.05	VAUGHT, J(	54 HUBBAF	<Null>	<Null>	NASHVILLE	TN	US
10504008700	0.07	GREATER M	37 TRIMBL	<Null>	<Null>	NASHVILLE	TN	US

10504009600	0.18	HOMEOFC/	2818 BRANSFORD AVE			NASHVILLE	TN US
10504009700	0.18	OLIVER, SU	38 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504009800	0.18	HOWSE, C.	36 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504010000	0.18	SALES, ANI	3308 HAWI	<Null>	<Null>	NASHVILLE	TN US
10504010100	0.18	CROSS, DO	30 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504010200	0.11	JACKSON, /	7 N HILL ST	<Null>	<Null>	NASHVILLE	TN US
10504010300	0.16	HENDERSO	9 N HILL ST	<Null>	<Null>	NASHVILLE	TN US
10504010500	0.25	NASHVILLE	650 WEDG	<Null>	<Null>	NASHVILLE	TN US
10504010600	0.11	WHITE, SAI	19 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504010700	0.11	BOOTH, RC	208 POINT	<Null>	<Null>	NASHVILLE	TN US
10504010800	0.16	BONNER, D	23 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504010900	0.15	POUNCEY,	5209 LAKE	<Null>	<Null>	BRENTWO(	TN US
10504011200	0.1	RAYMER, J/	31 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504011300	0.14	TREVECCA	333 MURFI	<Null>	<Null>	NASHVILLE	TN US
10504011500	0.07	LEANNA, SI	42 SHEPARD ST			NASHVILLE	TN US
10504011600	0.05	WOOD, JOI	1260 MARTIN ST APT 212			NASHVILLE	TN US
10504011800	0.05	HAMM, GE	36 SHEPAR	<Null>	<Null>	NASHVILLE	TN US
10504011900	0.11	GILDER, KA	34 SHEPARD ST			NASHVILLE	TN US
10504012000	0.11	SOWELL, JA	7402 BERM	<Null>	<Null>	CHRISTIAN/	TN US
10504012100	0.11	SOWELL, JA	7402 BERM	<Null>	<Null>	CHRISTIAN/	TN US
10504012300	0.18	HALL, BEVE	1136 BELL	<Null>	<Null>	NASHVILLE	TN US
10504012600	0.07	BUD PROPI	211 BELL C	<Null>	<Null>	BELL CANY(	CA US
10504012700	0.07	HANKINS, (	18 SHEPARD ST			NASHVILLE	TN US
10504012800	0.07	HELLMER,	1071 2ND AVE S			NASHVILLE	TN US
10504013000	0.16	DUNLAP, D	P O BOX 16	<Null>	<Null>	NASHVILLE	TN US
10504013100	0.07	BETTY, DO(	P O BOX 159132			NASHVILLE	TN US
10504013200	0.08	SOWELL, JA	7402 BERM	<Null>	<Null>	CHRISTIAN/	TN US
10504013300	0.12	MOTE, GRA	950 GRAYB	<Null>	<Null>	NASHVILLE	TN US
10504013400	0.16	JAMES, NE	109 CHERO	<Null>	<Null>	ANTIOCH	TN US
10504013500	0.09	MAYS SHA\	4693 RIVA	<Null>	<Null>	OLIVE BRAI	MS US
10504013600	0.07	MAYS SHA\	4693 RIVA	<Null>	<Null>	OLIVE BRAI	MS US
10504013700	0.1	MAYS SHA\	4693 RIVA	<Null>	<Null>	OLIVE BRAI	MS US
10504013900	0.34	MAYS, SHA	4693 RIVA	<Null>	<Null>	OLIVE BRAI	MS US
10504014200	0.1	15 SHEPAR	1037 JEFFE	<Null>	<Null>	NASHVILLE	TN US
10504014400	0.05	SEGOVIAN(	19 SHEPAR	<Null>	<Null>	NASHVILLE	TN US
10504014500	0.05	21 A SHEP/	P O BOX 40	<Null>	<Null>	NASHVILLE	TN US
10504014600	0.11	GIARDINA,	21 SHEPAR	<Null>	<Null>	NASHVILLE	TN US
10504014700	0.45	URBAN HO	822 WOOD	<Null>	<Null>	NASHVILLE	TN US
10504014701	0.34	URBAN HO	822 WOOD	<Null>	<Null>	NASHVILLE	TN US
10504014800	0.37	URBAN HO	822 WOOD	<Null>	<Null>	NASHVILLE	TN US
10504015000	0.1	FLOYD, GE(	P O BOX 100135			NASHVILLE	TN US
10504015200	0.05	HAMIDY, S/	609 SUNNY	<Null>	<Null>	BRENTWO(	TN US
10504015300	0.06	FLOYD, JOI	PO BOX 29	<Null>	<Null>	NASHVILLE	TN US
10504015500	0.11	FLOYD, GE(	P O BOX 100135			NASHVILLE	TN US
10504015600	0.14	SOWELL, JA	7402 BERM	<Null>	<Null>	CHRISTIAN/	TN US
10504015700	0.06	BM BUILDE	72 A MAUF	<Null>	<Null>	NASHVILLE	TN US
10504015800	0.14	WHITEHEA	5137 GRAI	<Null>	<Null>	BRENTWO(	TN US

10504015900	0.12	SAMUELS,	929 RUSSEI	<Null>	<Null>	NASHVILLE	TN US
10504016400	0.14	TOWNLEY,	1238 THON	<Null>	<Null>	NASHVILLE	TN US
10504016500	0.27	BARKLEY, C	39 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504016600	0.14	GIAMMARI	41 N HILL S	<Null>	<Null>	NASHVILLE	TN US
10504018000	0.21	FLOYD, GE(	1249 1ST A	<Null>	<Null>	NASHVILLE	TN US
10504018100	0.21	KARR, BERI	115 WOODMONT BLVD APT 219			NASHVILLE	TN US
10504018200	0.21	POSEY, WII	2416 GARD	<Null>	<Null>	NASHVILLE	TN US
10504018300	0.21	CHINETTI, I	1255 1ST A	<Null>	<Null>	NASHVILLE	TN US
10504018400	0.21	FLOYD, GE(	P O BOX 10	<Null>	<Null>	NASHVILLE	TN US
10504018500	0.21	NORTHERN	911 GALE L	<Null>	<Null>	NASHVILLE	TN US
10504018700	0.21	Z 1, LLC & (	1619 GRAY	<Null>	<Null>	NASHVILLE	TN US
10504018900	0.16	BOWMAN,	429 CEDAR	<Null>	<Null>	ANTIOCH	TN US
10504019000	0.06	DAVIS, LOR	# 1 GARDEI	<Null>	<Null>	NASHVILLE	TN US
10504019100	0.06	ISMAIL, QA	3000 BEAC	<Null>	<Null>	ANTIOCH	TN US
10504019200	0.12	JONES, SH/	5 GARDEN	<Null>	<Null>	NASHVILLE	TN US
10504019300	0.06	MAKARUCI	7 GARDEN	<Null>	<Null>	NASHVILLE	TN US
10504019400	0.06	VAUGHN, /	156 BONNI	<Null>	<Null>	HERMITAG	TN US
10504019500	0.12	VAUGHN, /	156 BONNI	<Null>	<Null>	HERMITAG	TN US
10504019600	0.06	MCADOO,	4228 PRIN(	<Null>	<Null>	NASHVILLE	TN US
10504019700	0.1	KOZIOL, JU	15 GARDEN	<Null>	<Null>	NASHVILLE	TN US
10504019800	0.1	SNEAD, AU	1107 WADI	<Null>	<Null>	NASHVILLE	TN US
10504019900	0.12	SNEAD, AU	1107 WADI	<Null>	<Null>	NASHVILLE	TN US
10504020000	0.06	SNEAD, AU	1107 WADI	<Null>	<Null>	NASHVILLE	TN US
10504020100	0.06	SNEAD, AU	1107 WADI	<Null>	<Null>	NASHVILLE	TN US
10504020200	0.09	SNEAD, AU	1107 WADI	<Null>	<Null>	NASHVILLE	TN US
10504020800	0.14	MORNINGS	19 HART ST	<Null>	<Null>	NASHVILLE	TN US
10504020900	0.15	REYNA, HU	24 HART ST	<Null>	<Null>	NASHVILLE	TN US
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10504021500	0.14	CREAM CIT	1071 2ND /	<Null>	<Null>	NASHVILLE	TN US
10504039000	0.22	PARKS, RH(	29 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504039500	0.05	WOOD, JOI	1260 MARTIN ST APT 212			NASHVILLE	TN US
10504039600	0.14	MORNINGS	19 HART ST	<Null>	<Null>	NASHVILLE	TN US
10504039900	0.09	GALBRAITH	16 PERKINS	<Null>	<Null>	NASHVILLE	TN US
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105040A00100CO	<Null>	BURT, DAN	14 A GARD	<Null>	<Null>	NASHVILLE	TN US
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105040A00400CO	<Null>	ADKINS, JA	14 GARDEN	<Null>	<Null>	NASHVILLE	TN US
105040A90000CO	0.47	O.I.C. GARI	1223 A 1ST	<Null>	<Null>	NASHVILLE	TN US
105040C00100CO	<Null>	MADDEN, I	13 A N HILL	<Null>	<Null>	NASHVILLE	TN US
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105040D00100CO	<Null>	KHO, EUN J	20 A CLAIB	<Null>	<Null>	NASHVILLE	TN US

105040D00200CO	<Null>	WANG, YU	1004 ASHMORE DR			NASHVILLE	TN		US
105040D90000CO	0.15	O.I.C. HOM	465 HENSLEE DR C-1			DICKSON	TN		US
105040E00100CO	<Null>	VO, TERRY	18 CLAIBOI	<Null>	<Null>	NASHVILLE	TN		US
105040E00200CO	<Null>	VELLOFF, J/	10 PERKINS	<Null>	<Null>	NASHVILLE	TN		US
105040E90000CO	0.15	O.I.C. HOM	465 HENSLEE DR C-1			DICKSON	TN		US
105040G90000CO	0.14	O.I.C. HOM	1611 VALLE VERDE DR			BRENTWO(	TN		US
105040H90000CO	0.16	O.I.C. 11 N	2820 BEAULAH DR			MURFREES	TN		US
105040I90000CO	0.16	O.I.C. HOM	3740 TURLEY DR A			NASHVILLE	TN		US
105040K90000CO	0.18	O.I.C. 16 N	1071 2ND AVE S			NASHVILLE	TN		US
105040L90000CO	0.12	O.I.C. HOM	827 W MCKENNIE AVE			NASHVILLE	TN		US
105040M90000CO	0.18	O.I.C. HOM	929 LAWN VIEW LN			FRANKLIN	TN		US
105040N90000CO	0.18	O.I.C. 24 N	24 N HILL ST			NASHVILLE	TN		US
105040P90000CO	0.17	O.I.C. HOM	9919 MAXWELL LN			BRENTWO(	TN		US
105040Q90000CO	0.12	O.I.C. HOM	1205 LINCOLN RD STE 215			MIAMI BEA	FL		US
105040R90000CO	0.12	O.I.C. HUB	1240 FAIRWAY ST			BOWLING (	KY		US
105040S90000CO	0.14	O.I.C. THE I	<Null>	<Null>	<Null>	<Null>	TN		US
105040T90000CO	0.15	O.I.C. TWEI	<Null>	<Null>	<Null>	<Null>	TN		US
105040U90000CO	0.16	O.I.C. FOUI	<Null>	<Null>	<Null>	<Null>	TN		US
10507012700	0.2	HALIM, RA	1307 PILLO	<Null>	<Null>	NASHVILLE	TN		US
10507012900	0.23	GOLDEN, V	407 WILLIA	<Null>	<Null>	SMYRNA	TN		US
10507013000	0.23	BASKERVIL	1313 PILLO	<Null>	<Null>	NASHVILLE	TN		US
10507013100	0.23	BACHTA, K/	1315 PILLO	<Null>	<Null>	NASHVILLE	TN		US
10507014500	0.21	VICK, JONA	2223 11TH AVE S			NASHVILLE	TN		US
10507014600	0.15	VICK, JONA	2223 11TH AVE S			NASHVILLE	TN		US
10507014800	0.26	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN		US
10507015000	0.2	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN		US
10507015200	0.2	HARVEY, H.	1309 LITTLE HAMILTON AVE			NASHVILLE	TN		US
10507015500	0.2	GRIMES, DI	1008 B JOSEPH AVE			NASHVILLE	TN		US
10507015600	0.2	K & G REN	4401 SCEN	<Null>	<Null>	NASHVILLE	TN		US
10507015900	0.2	MDHA	P O BOX 846			NASHVILLE	TN		US
10507016300	0.17	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN		US
10507016400	0.17	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN		US
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10507016600	0.17	MASLOV, D	6637 HOLM	<Null>	<Null>	CARMICHA	CA		US
10507016700	0.17	BURROW, (	1300-1302	<Null>	<Null>	NASHVILLE	TN		US
10507016800	0.1	WALKER, M	1300 LITTLE HAMILTON AVE			NASHVILLE	TN		US
10507019200	0.23	MCDONALI	1403 PILLO	<Null>	<Null>	NASHVILLE	TN		US
10507019300	0.34	WATKINS, S	1401 PILLO	<Null>	<Null>	NASHVILLE	TN		US
10507019900	0.2	GHORBANI	317 SPICEV	<Null>	<Null>	NASHVILLE	TN		US
10507020600	0.2	DODGE, JA	508 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507020800	0.2	OPERATIOI	1125 12TH	<Null>	<Null>	NASHVILLE	TN		US
10507020900	0.2	EWING, AN	514 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507021100	0.2	TRUMP, IV	518 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507021200	0.2	BARCLAY, A	520 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507021400	0.2	MAYBERRY	524 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507021600	0.2	KOON, KRI	530 HAMIL	<Null>	<Null>	NASHVILLE	TN		US
10507021900	0.2	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN		US

10507022000	0.2	FAGEN, KEI	538 HAMILTON AVE			NASHVILLE	TN	US
10507022100	0.2	JENKINS, D	540 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507022300	0.2	REGIONAL	P O BOX 70	<Null>	<Null>	CLARKSVILI	TN	US
10507022400	0.2	D & J PROP	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10507022500	0.2	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN	US
10507022700	1.3	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN	US
10507022800	0.27	PETERSON,	600 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507022900	0.2	COLVIN, AL	602 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507023000	0.18	KELTON EN	809 WINDSTONE BLVD			BRENTWO(	TN	US
10507023100	0.2	LOWE, HAL	P O BOX 40	<Null>	<Null>	NASHVILLE	TN	US
10507023800	0.2	YOUNGBLC	620 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507024100	0.38	COLLINS, R	619 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507024200	0.22	BURDOCK,	617 HAMILTON AVE			NASHVILLE	TN	US
10507024500	0.19	KLEIN, BAR	P O BOX 4	<Null>	<Null>	ORLINDA	TN	US
10507024900	0.28	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN	US
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10507025700	0.19	D&J PROPE	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
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10507026100	0.4	BROOKS, W	P O BOX 10	<Null>	<Null>	NASHVILLE	TN	US
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10507026300	0.24	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN	US
10507026400	0.2	MCCURDY,	519 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507026500	0.2	BROWN, SA	517 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507026600	0.2	DAILY, PAT	515 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507026700	0.17	BUCKNER,	802 TIMBE	<Null>	<Null>	NASHVILLE	TN	US
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10507027300	0.17	MCNICHOL	127 RAINE	<Null>	<Null>	NASHVILLE	TN	US
10507027400	0.17	KREYSA, KA	129 RAINS	<Null>	<Null>	NASHVILLE	TN	US
10507027500	0.24	WD DEVEL(	P O BOX 158444			NASHVILLE	TN	US
10507027600	0.17	GMAT HOL	650 WEDGEWOOD AVE			NASHVILLE	TN	US
10507027700	0.18	COVINGTO	508 MOOR	<Null>	<Null>	NASHVILLE	TN	US
10507027800	0.26	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
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10507028400	0.22	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10507028500	0.17	GMAT HOL	650 WEDGEWOOD AVE			NASHVILLE	TN	US
10507029000	0.34	D & J PROP	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10507029100	0.17	D & J PROP	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10507029200	0.26	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10507029300	0.26	GOOCH, W	711 DOVER	<Null>	<Null>	NASHVILLE	TN	US
10507029400	0.17	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
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10507029700	0.14	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE TN	US
10507029900	0.17	WISE, STEV	6013 GREE	<Null>	<Null>	BRENTWO(TN	US
10507030000	0.17	KELTON, CI	P O BOX 3641			BRENTWO(TN	US
10507030200	0.17	CONNOLLY	608 MOOR	<Null>	<Null>	NASHVILLE TN	US
10507030400	0.17	BAINBRIDG	1906 BEECI	<Null>	<Null>	NASHVILLE TN	US
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10507031800	0.17	JONES, INE	607 MOOR	<Null>	<Null>	NASHVILLE TN	US
10507031900	0.34	HILLCREST	1601 MARTIN ST			NASHVILLE TN	US
10507032000	0.17	HILLCREST	1601 MARTIN ST			NASHVILLE TN	US
10507032200	0.6	HILLCREST	1601 MARTIN ST			NASHVILLE TN	US
10507032500	0.17	SMALLMAI	2206 21ST	<Null>	<Null>	NASHVILLE TN	US
10507032600	0.14	1611 MAR	513 3RD A\	<Null>	<Null>	NASHVILLE TN	US
10507032700	0.17	KELTON, JE	P O BOX 40451			NASHVILLE TN	US
10507032800	0.17	FROHOCK,	1608 MAR	<Null>	<Null>	NASHVILLE TN	US
10507034700	0.17	FERDOWSI,	519 B MOORE AVE			NASHVILLE TN	US
10507035000	0.17	PORTER, O	511 MOOR	<Null>	<Null>	NASHVILLE TN	US
10507036200	0.23	ARC PROPE	5716 SPRING HOUSE WAY			BRENTWO(TN	US
10507036300	0.23	BARRETT, M	417 WELSH	<Null>	<Null>	NASHVILLE TN	US
10507036400	0.23	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE TN	US
10507036500	0.23	BENTLEY IN	PO BOX 60736			NASHVILLE TN	US
10507036600	0.29	BENTLEY IN	PO BOX 60736			NASHVILLE TN	US
10507036700	0.23	BENTLEY IN	PO BOX 60736			NASHVILLE TN	US
10507036800	0.23	KING, JEFFI	P O BOX 24	<Null>	<Null>	NASHVILLE TN	US
10507037000	0.23	TENNESSEE	136 RAINS	<Null>	<Null>	NASHVILLE TN	US
10507037100	0.48	TENNESSEE	136 RAINS	<Null>	<Null>	NASHVILLE TN	US
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10507037400	0.17	HATCHER, I	140 RAINS	<Null>	<Null>	NASHVILLE TN	US
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10507037700	0.18	MORROW,	422 MOOR	<Null>	<Null>	NASHVILLE TN	US
10507037800	0.17	NGUYEN, T	420 MOOR	<Null>	<Null>	NASHVILLE TN	US
10507037900	0.17	BENNETT, I	418 MOOR	<Null>	<Null>	NASHVILLE TN	US
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10507038200	0.24	MDHA	P O BOX 846			NASHVILLE TN	US
10507038400	0.24	MDHA	P O BOX 846			NASHVILLE TN	US
10507038600	0.12	MCKINNEY	915 GOODI	<Null>	<Null>	NASHVILLE TN	US
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10507038800	0.12	NAMVAR, \	317 SPICEV	<Null>	<Null>	NASHVILLE TN	US
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10507040000	0.23	ELJAY ENTE	95 WHITE BRIDGE RD STE 306 C/O			NASHVILLE	TN	US
10507042400	0.15	BEST BUILT	P O BOX 1361			BRENTWO(	TN	US
10507042500	0.19	SALIMI, JA\	P O BOX 13	<Null>	<Null>	BRENTWO(	TN	US
10507042700	0.09	COHEN, DE	1291 2ND AVE S			NASHVILLE	TN	US
10507042800	0.09	STEINHOU!	P O BOX 10	<Null>	<Null>	NASHVILLE	TN	US
10507042900	0.1	STEINHOU!	24 ANDREV	<Null>	<Null>	NASHVILLE	TN	US
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10507049200	0.24	MDHA	701 S 6TH ST			NASHVILLE	TN	US
10507049800	0.17	ARC PROPE	5716 SPRI\	<Null>	<Null>	BRENTWO(	TN	US
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10507050200	0.16	BRECKENRI	2015 MAN	<Null>	<Null>	REDONDO	CA	US
10507050400	0.17	CLOUSE, C/	540 C MOC	<Null>	<Null>	NASHVILLE	TN	US
10507052500	0.11	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
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105070D00200CO	<Null>	NEWTON, I	1310 B PILI	<Null>	<Null>	NASHVILLE	TN	US
105070D90000CO	0.2	O.I.C. 1310	667 WEDG	<Null>	<Null>	NASHVILLE	TN	US
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105070E00200CO	<Null>	BICK, CARS	1312 B PILI	<Null>	<Null>	NASHVILLE	TN	US
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105070G00200CO	<Null>	GRAY, EMII	1314 B PILI	<Null>	<Null>	NASHVILLE	TN	US
105070G90000CO	0.2	O.I.C HOMI	2210 OAKL	<Null>	<Null>	FRANKLIN	TN	US
105070I00100CO	<Null>	AUVENSHII	619 A MOC	<Null>	<Null>	NASHVILLE	TN	US
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105070J00100CO	<Null>	FLEMING, (	621 A MOC	<Null>	<Null>	NASHVILLE	TN	US
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105070J90000CO	0.17	O.I.C. HOM	2550 MERI	<Null>	<Null>	FRANKLIN	TN	US
105070K00100CO	<Null>	DOUGLAS,	1308 A PILI	<Null>	<Null>	NASHVILLE	TN	US

105070K00200CO	<Null>	DAWSON, .	1308 B PILL	<Null>	<Null>	NASHVILLE	TN US
105070K90000CO	0.2	O.I.C. PILLC	106 GALE LN			NASHVILLE	TN US
105070L00100CO	<Null>	CLICK, LAU	212 HAMLE	<Null>	<Null>	WHITE HOU	TN US
105070L00200CO	<Null>	BECKER, N/	7264 STEIN	<Null>	<Null>	SAN DIEGO	CA US
105070L90000CO	0.2	O.I.C. 542 I	2412 12TH	<Null>	<Null>	NASHVILLE	TN US
105070M00100CO	<Null>	SUKOWATI	2310 ELLIO	<Null>	<Null>	NASHVILLE	TN US
105070M00200CO	<Null>	THREESEAS	411 MERRI	<Null>	<Null>	NASHVILLE	TN US
105070M90000CO	0.17	O.I.C. 606 I	P O BOX 36	<Null>	<Null>	BIRMINGH/	AL US
105070P00100CO	<Null>	MICKLUS, \	1292 DAVIS	<Null>	<Null>	BIRMINGH/	MI US
105070P00200CO	<Null>	TOTTY, DEI	1313 B LITT	<Null>	<Null>	NASHVILLE	TN US
105070P90000CO	0.2	O.I.C. 1313	3608 BENH	<Null>	<Null>	NASHVILLE	TN US
105070Q00100CO	<Null>	BAZANOS,	1316 A PILL	<Null>	<Null>	NASHVILLE	TN US
105070Q00200CO	<Null>	ULRICH, BR	1316 PILLO	<Null>	<Null>	NASHVILLE	TN US
105070Q90000CO	0.2	O.I.C. 1316	6 PUBLIC S	<Null>	<Null>	MURFREES	TN US
105070R00100CO	<Null>	MILNER, AI	536 B MOC	<Null>	<Null>	NASHVILLE	TN US
105070R00200CO	<Null>	SPENCE, SA	536 A MOC	<Null>	<Null>	NASHVILLE	TN US
105070R90000CO	0.17	O.I.C. MOC	6121 NOLE	<Null>	<Null>	NASHVILLE	TN US
105070S00100CO	<Null>	STOKELY, R	505 MOOR	<Null>	<Null>	NASHVILLE	TN US
105070S00200CO	<Null>	MATHEWS,	505 B MOC	<Null>	<Null>	NASHVILLE	TN US
105070S90000CO	0.17	O.I.C. 505 I	505 MOOR	<Null>	<Null>	NASHVILLE	TN US
105070T00100CO	<Null>	DEAN, ERIK	538 A MOC	<Null>	<Null>	NASHVILLE	TN US
105070T00200CO	<Null>	HARTLEY, T	538 B MOC	<Null>	<Null>	NASHVILLE	TN US
105070T90000CO	0.17	O.I.C. HOM	14307 OLD	<Null>	<Null>	CANE RIDG	TN US
105070U00100CO	<Null>	BACON, J. I	84 ALTENT/	<Null>	<Null>	NASHVILLE	TN US
105070U00200CO	<Null>	RUEGER, LI	1319 B PILLOW ST			NASHVILLE	TN US
105070U90000CO	0.23	O.I.C. 1319	6350 TORR	<Null>	<Null>	NASHVILLE	TN US
105070V00100CO	<Null>	WHITE, RIC	2005 TORRINGTON ST			RALEIGH	NC US
105070V00200CO	<Null>	PELTIER, PE	1407 PILLOW ST			NASHVILLE	TN US
105070V90000CO	0.23	O.I.C. 1405	471 HUMP	<Null>	<Null>	NASHVILLE	TN US
105070W00100CO	<Null>	MILLS, JAM	509 A MOC	<Null>	<Null>	NASHVILLE	TN US
105070W00200CO	<Null>	GROME, NI	509 B MOORE AVE			NASHVILLE	TN US
105070W90000CO	0.17	O.I.C. 509 I	667 WEDG	<Null>	<Null>	NASHVILLE	TN US
105070X00100CO	<Null>	MASKAS, S	507 A MOC	<Null>	<Null>	NASHVILLE	TN US
105070X00200CO	<Null>	HOLMES, A	507B MOO	<Null>	<Null>	NASHVILLE	TN US
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105070Y00100CO	0	SMOLINSKI	125 RAINS	<Null>	<Null>	NASHVILLE	TN US
105070Y00200CO	<Null>	ATHANASU	502 HAMIL	<Null>	<Null>	NASHVILLE	TN US
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105070Z00200CO	<Null>	CUPUTO, A	1307 B LITT	<Null>	<Null>	NASHVILLE	TN US
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105072A00100CO	<Null>	OPALINE VI	P O BOX 158058			NASHVILLE	TN US
105072A00200CO	<Null>	BOWE, REC	1305 B PILL	<Null>	<Null>	NASHVILLE	TN US
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105072B00100CO	<Null>	WANGN, K	1305 C PIL(	<Null>	<Null>	NASHVILLE	TN US
105072B00200CO	<Null>	DIEDRICH, .	1035 D PILL	<Null>	<Null>	NASHVILLE	TN US
105072B90000CO	0.15	O.I.C. 1305	667 WEDGEWOOD AVE STE C			NASHVILLE	TN US
105072C00100CO	<Null>	LIGHTSTON	1321 A LITT	<Null>	<Null>	NASHVILLE	TN US

105072C00200CO	<Null>	KHAN, CHE	1321 B LITT	<Null>	<Null>	NASHVILLE	TN	US
105072C90000CO	0.2	O.I.C. WIN	2003 DAYLILY DR			FRANKLIN	TN	US
105072D00100CO	<Null>	HELLAND, I	1319 A LITT	<Null>	<Null>	NASHVILLE	TN	US
105072D00200CO	<Null>	LUKE, PATF	1319 B LITT	<Null>	<Null>	NASHVILLE	TN	US
105072D90000CO	0.2	O.I.C. 1319	1101 RIVERSIDE DR			OLD HICKO	TN	US
105072E00100CO	<Null>	JOSEPH, AN	11 S GREEN	<Null>	<Null>	CHICAGO	IL	US
105072E00200CO	<Null>	BACIGALUF	434 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105072E00300CO	<Null>	AGPG REAL	6710 SW 8(	<Null>	<Null>	MIAMI	FL	US
105072E00400CO	<Null>	SHAPIRO, F	438 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105072E00500CO	<Null>	BYRNES, D/	440 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105072E00600CO	<Null>	ANTA CAPI	909 N MEA	<Null>	<Null>	NASHVILLE	TN	US
105072E00700CO	<Null>	COOK, JACI	444 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105072E00800CO	<Null>	PILLOW 8 (	2103 S OCEAN BLVD			DELRAY BE	FL	US
105072E00900CO	<Null>	YEVCHAK, /	1322 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105072E01000CO	<Null>	DAVIES, KA	1320 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105072E01100CO	<Null>	PURCELL, J.	502 CHEST	<Null>	<Null>	NASHVILLE	TN	US
105072E01200CO	<Null>	WILKES, CA	430 MERRITT AVE 3			NASHVILLE	TN	US
105072E01300CO	<Null>	BARBERA, /	430 MERRITT AVE #2			NASHVILLE	TN	US
105072E01400CO	<Null>	STRECKER,	430 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105072E90000CO	0.59	PILLOW ST	209 10TH AVE S STE 521			NASHVILLE	TN	US
105072F00100CO	<Null>	RUFF, JON/	1311 A LITTLE HAMILTON AVE			NASHVILLE	TN	US
105072F00200CO	<Null>	BEAR, RYAI	1311 B LLIT	<Null>	<Null>	NASHVILLE	TN	US
105072F90000CO	0.2	O.I.C. HOM	1306 BELMONT PARK CT			NASHVILLE	TN	US
105072G00100CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00200CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00300CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00400CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00500CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00600CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00700CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00800CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G00900CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01000CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01100CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01200CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01300CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01400CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01500CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G01600CO	0	2ND & HAF	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072G90000CO	0.64	O.I.C. 2ND	4317 SUNNYBROOK DR			NASHVILLE	TN	US
105072H90000CO	0.23	O.I.C. 1309	629 POST OAK CIRCLE			BRENTWO(	TN	US
105072I90000CO	0.23	O.I.C. 1317	94 ALTENTANN			NASHVILLE	TN	US
105072K90000CO	0.21	O.I.C. 1304	1304 PILLOW ST			NASHVILLE	TN	US
105072L90000CO	0.2	O.I.C. HOM	<Null>	<Null>	<Null>	<Null>	TN	US
105072M90000CO	0.17	O.I.C. HOM	<Null>	<Null>	<Null>	<Null>	TN	US
105073A00100CO	<Null>	BOWEN, C/	534 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105073A00200CO	<Null>	MARGOLIS,	534 B MOC	<Null>	<Null>	NASHVILLE	TN	US

105073A90000CO	0.17	O.I.C. 534 M	111 LAKE P	<Null>	<Null>	MARTIN	TN	US
105073B00100CO	<Null>	KLURFELD,	547 A HAM	<Null>	<Null>	NASHVILLE	TN	US
105073B00200CO	<Null>	JANAN, BRI	547 B HAM	<Null>	<Null>	NASHVILLE	TN	US
105073B90000CO	0.2	O.I.C. THE (	510 RIDGE\	<Null>	<Null>	MOUNT JU	TN	US
105073C00100CO	<Null>	MUGNANC	557 A HAM	<Null>	<Null>	NASHVILLE	TN	US
105073C00200CO	<Null>	GEBHARDT	557 B HAM	<Null>	<Null>	NASHVILLE	TN	US
105073C90000CO	0.2	O.I.C. THE (	510 RIDGE\	<Null>	<Null>	MOUNT JU	TN	US
105073D00100CO	<Null>	GRANT, RE	531 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105073D00200CO	<Null>	KIRKPATRI(	531B MOO	<Null>	<Null>	NASHVILLE	TN	US
105073D90000CO	0.17	O.I.C. HOM	1310 CAMELOT BAY			MOUNT JU	TN	US
105073E00100CO	<Null>	BRITT-LAYT	1109 GLENWOOD AVE			NASHVILLE	TN	US
105073E00200CO	<Null>	BRITT-LAYT	1109 GLENWOOD AVE			NASHVILLE	TN	US
105073E90000CO	0.2	O.I.C. HOM	1033 DEMONBREUN ST FL3			NASHVILLE	TN	US
105073F00100CO	<Null>	CHRISTENS	549 A HAM	<Null>	<Null>	NASHVILLE	TN	US
105073F00200CO	<Null>	MENDENH/	549B HAM	<Null>	<Null>	NASHVILLE	TN	US
105073F90000CO	0.2	O.I.C. THE (	1598 GUILL RD			MOUNT JU	TN	US
105073H00100CO	<Null>	HICKS, BRI/	111 ORIEL AVE			NASHVILLE	TN	US
105073H00200CO	<Null>	HICKS, BRI/	111 ORIEL AVE			NASHVILLE	TN	US
105073H90000CO	0.17	O.I.C. HOM	600 MOORE AV			NASHVILLE	TN	US
105073I90000CO	0.18	O.I.C. HOM	2517 EUGENIA AVE STE 202			NASHVILLE	TN	US
105073J90000CO	0.2	O.I.C. HOM	1025 SOUTHSIDE CT			NASHVILLE	TN	US
105073L90000CO	0.2	534 HAMIL	534 A HAM	<Null>	<Null>	NASHVILLE	TN	US
105073M90000CO	0.17	O.I.C. HOM	2317 CRUZEN STREET			NASHVILLE	TN	US
105073N90000CO	0.17	O.I.C. COTT	615 NAPOLEAN AVE			NASHVILLE	TN	US
105073Q90000CO	0.2	O.I.C. HOM	1011 CHERRY AVENUE			NASHVILLE	TN	US
105073R90000CO	0.17	O.I.C. 533 M	944 9TH AVE S			NASHVILLE	TN	US
105073T90000CO	0.19	O.I.C. 613 H	613 HAMILTON AVE			NASHVILLE	TN	US
105073U90000CO	0.61	O.I.C. HAM	121 1ST AVE S STE 220			FRANKLIN	TN	US
105073V90000CO	0.17	O.I.C. HOM	513 3RD AVE S			NASHVILLE	TN	US
105073W90000CO	0.17	O.I.C. WED	617 A MOORE AVE			NASHVILLE	TN	US
105073X90000CO	0.17	O.I.C. WED	615 A MOORE AVE			NASHVILLE	TN	US
105073Y90000CO	0.17	O.I.C. 416 M	416 MOORE AVE			NASHVILLE	TN	US
105073Z90000CO	0.17	O.I.C. HOM	<Null>	<Null>	<Null>	<Null>	TN	US
105074A00100CO	<Null>	VAUCHER,	121 RAINS	<Null>	<Null>	NASHVILLE	TN	US
105074A00200CO	<Null>	MCLEOD, M	123 RAINS	<Null>	<Null>	NASHVILLE	TN	US
105074A90000CO	0.23	O.I.C. THE I	402 BOULD	<Null>	<Null>	MOUNT JU	TN	US
105074B00100CO	<Null>	LANNING, J	513 A MOORE AVE			NASHVILLE	TN	US
105074B00200CO	<Null>	LANNING, J	513 A MOC	<Null>	<Null>	NASHVILLE	TN	US
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105074C00100CO	<Null>	BOWLING,	503 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105074C00200CO	<Null>	MILLS, ADA	503 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105074C90000CO	0.17	O.I.C. 503 M	667 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105074D00100CO	<Null>	BAXTER, JC	504 HAMILTON AVE			NASHVILLE	TN	US
105074D00200CO	<Null>	YATES, KYL	506 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
105074D90000CO	0.34	O.I.C. HOM	402 BOULD	<Null>	<Null>	MOUNT JU	TN	US
105074E00100CO	<Null>	MOORE, LA	501 MOOR	<Null>	<Null>	NASHVILLE	TN	US
105074E00200CO	<Null>	MILLER, JO	143 RAINS	<Null>	<Null>	NASHVILLE	TN	US

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105074F00100CO	<Null>	MCCAMEY,	513 A HAM	<Null>	<Null>	NASHVILLE	TN US
105074F00200CO	<Null>	YOUNG, W	5231 MARGARETS PL			BRENTWO(	TN US
105074F90000CO	0.23	O.I.C. 513 I	5716 SPRING HOUSE WAY			BRENTWO(	TN US
105074G00100CO	0	JOHNSON,	P O BOX 33	<Null>	<Null>	NASHVILLE	TN US
105074G00200CO	0	JOHNSON,	P O BOX 33	<Null>	<Null>	NASHVILLE	TN US
105074G90000CO	0.17	O.I.C. HOM	117 RAINS AVE			NASHVILLE	TN US
105074H00100CO	0	SMITH, PA(	117 A RAIN	<Null>	<Null>	NASHVILLE	TN US
105074H00200CO	0	JOHNSON,	P. O. BOX 3	<Null>	<Null>	NASHVILLE	TN US
105074H90000CO	0.2	O.I.C. HOM	117 RAINS AVE			NASHVILLE	TN US
105074J90000CO	0.2	O.I.C. TOW	510 HAMILTON AVE			NASHVILLE	TN US
105074K90000CO	0.2	O.I.C. HOM	511 HAMILTON AVE			NASHVILLE	TN US
105074N90000CO	0.23	O.I.C. 130 I	130 RAINS AVENUE			NASHVILLE	TN US
105074P90000CO	0.2	O.I.C. 532 I	629 POST OAK CIRCLE			BRENTWO(	TN US
105074Q90000CO	0.17	O.I.C. HOM	2317 CRUZEN ST			NASHVILLE	TN US
105074S90000CO	0.17	O.I.C. HOM	204 S 11TH ST			NASHVILLE	TN US
105074T90000CO	0.16	O.I.C. 514 I	514 MOORE AVE			NASHVILLE	TN US
105074W90000CO	0.17	O.I.C. 527 I	639 E MAIN ST B202			HENDERSO	TN US
105074X90000CO	0.17	O.I.C. 525 I	525 MOORE AVE			NASHVILLE	TN US
105074Y90000CO	0.26	O.I.C. HOM	7562 AUBREY RIDGE DR			FAIRVIEW	TN US
105074Z90000CO	0.2	O.I.C. FIVE-	516 HAMILTON AVE			NASHVILLE	TN US
10508004500	0.1	STEINHOUS	24 ANDREV	<Null>	<Null>	NASHVILLE	TN US
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10508004700	0.1	STEINHOUS	PO BOX 10	<Null>	<Null>	NASHVILLE	TN US
10508004800	0.1	STEINHOUS	P O BOX 10	<Null>	<Null>	NASHVILLE	TN US
10508004900	0.1	MORNING	19 HART ST	<Null>	<Null>	NASHVILLE	TN US
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10508005100	0.14	FRIERSON,J	1310 JEFFE	<Null>	<Null>	NASHVILLE	TN US
10508005400	0.89	MORNING	19 HART ST	<Null>	<Null>	NASHVILLE	TN US
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10508007600	0.08	HART STRE	P O BOX 10	<Null>	<Null>	NASHVILLE	TN US
10508007700	0.06	STEINHOUS	24 ANDREV	<Null>	<Null>	NASHVILLE	TN US
10508023900	0.2	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN US
10508024400	0.07	BASS, LUCI	1601 EMEF	<Null>	<Null>	NASHVILLE	TN US
10511000200	0.17	RINKER, RC	620 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511000300	0.17	RINKER, RC	4426 N CHAPEL RD			FRANKLIN	TN US
10511000400	0.17	ELLIOTT, TI	616 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511000500	0.13	YOCHUM, I	614 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511000600	0.19	HAMMONI	5248 FRAN	<Null>	<Null>	BRENTWO(	TN US
10511000700	0.17	CHEN, ANN	610 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511000800	0.17	BROWN, R/	608 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511000900	0.17	HENDRIX, I	606 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511001000	0.34	ALEXANDR	604 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511001100	0.34	WILSON, B	4202 KIRTL	<Null>	<Null>	NASHVILLE	TN US
10511001200	0.34	MCCUTCH/	600 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511001600	0.99	SOUTHGAT	6064 CENTRAL PK			MOUNT JU	TN US
10511002300	0.34	HUGHES, H	508 SOUTH	<Null>	<Null>	NASHVILLE	TN US

10511002400	0.7	HUGHES, H	508 SOUTH	<Null>	<Null>	NASHVILLE	TN US
10511002500	0.32	ARC PROPE	5716 SPRING HOUSE WAY			BRENTWO(	TN US
10511002600	0.34	ARC PROPE	5716 SPRIN	<Null>	<Null>	BRENTWO(	TN US
10511002900	0.21	GATTI, CAR	153 RAINS	<Null>	<Null>	NASHVILLE	TN US
10511003300	0.16	FERRIS, CLI	200 RAINS	<Null>	<Null>	NASHVILLE	TN US
10511003400	0.16	WIMBERLE	6759 PENNYWELL DR			NASHVILLE	TN US
10511003500	0.16	SNEED, HEI	106 KINNE'	<Null>	<Null>	SPRINGFIEI	TN US
10511003600	0.13	HAMBRICK	3829 LEONA PASS			HERMITAG	TN US
10511003700	0.2	WISE, STEV	6013 GREE	<Null>	<Null>	BRENTWO(	TN US
10511003800	0.17	WINGROVE	513 3RD A'	<Null>	<Null>	NASHVILLE	TN US
10511003900	0.18	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN US
10511004000	0.17	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN US
10511004100	0.17	438 WINGF	P O BOX 158444			NASHVILLE	TN US
10511004200	0.17	HALL, HAZE	436 WINGF	<Null>	<Null>	NASHVILLE	TN US
10511004300	0.17	CURRY, JEF	P O BOX 73	<Null>	<Null>	GREENVILL	KY US
10511004400	0.17	CASE, RYAI	432 WINGF	<Null>	<Null>	NASHVILLE	TN US
10511004500	0.71	MITCHELL,	430 WINGF	<Null>	<Null>	NASHVILLE	TN US
10511004700	0.12	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN US
10511004800	0.12	FLAHERTY,	424 WINGF	<Null>	<Null>	NASHVILLE	TN US
10511004900	0.12	BLUEGRAS!	407B MOORE AVE			NASHVILLE	TN US
10511005000	0.12	409 MOOR	1224 2ND A	<Null>	<Null>	NASHVILLE	TN US
10511005100	0.17	TRAN, NGH	415 MOOR	<Null>	<Null>	NASHVILLE	TN US
10511005200	0.16	MCDANIEL	417 MOOR	<Null>	<Null>	NASHVILLE	TN US
10511005300	0.16	PATY CONS	1401 DALL/	<Null>	<Null>	NASHVILLE	TN US
10511005500	0.18	RYANS, NA	8233 WIKL	<Null>	<Null>	BRENTWO(	TN US
10511005600	0.18	PADRE PIO	205 LOGAN	<Null>	<Null>	FRANKLIN	TN US
10511005700	0.17	MALO, ERI(	1701 STEW	<Null>	<Null>	NASHVILLE	TN US
10511005800	0.17	KELTON, JE	P O BOX 40451			NASHVILLE	TN US
10511005900	0.17	KELTON EN	809 WINDSTONE BLVD			BRENTWO(	TN US
10511006000	0.17	SCHRUPP, (	1707 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006100	0.17	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE	TN US
10511006200	0.17	HODGES, A	1711 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006300	0.17	NEELY, MA	1916 8TH A	<Null>	<Null>	NASHVILLE	TN US
10511006400	0.17	HILL, MARY	1715 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006500	0.17	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE	TN US
10511006600	0.17	SMITH, LO(	1801 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006700	0.17	ROACH, LA	1803 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006800	0.17	SCHEELE, C	1805 STEW	<Null>	<Null>	NASHVILLE	TN US
10511006900	0.17	WILSON, B	4202 KIRTL	<Null>	<Null>	NASHVILLE	TN US
10511007000	0.17	NORRIS, W	900 19TH A	<Null>	<Null>	NASHVILLE	TN US
10511007100	0.17	MCKENZIE,	1811 STEW	<Null>	<Null>	NASHVILLE	TN US
10511007200	0.34	LAOS, IRVII	P O BOX 92	<Null>	<Null>	NASHVILLE	TN US
10511007300	0.27	MORRIS, W	P O BOX 12	<Null>	<Null>	NASHVILLE	TN US
10511007400	0.17	CARPENTEI	1814 STEW	<Null>	<Null>	NASHVILLE	TN US
10511007500	0.17	FUQUA, SH	1812 STEW	<Null>	<Null>	NASHVILLE	TN US
10511007600	0.17	MARTIN, R	1810 STEW	<Null>	<Null>	NASHVILLE	TN US
10511007700	0.17	DAVIS, DOI	1808 STEW	<Null>	<Null>	NASHVILLE	TN US

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10511007900	0.17	RICHARD, J	1804 STEW	<Null>	<Null>	NASHVILLE	TN	US
10511008000	0.17	STINSON, L	1802 STEW	<Null>	<Null>	NASHVILLE	TN	US
10511008100	0.17	HAFERMAN	125 DEMO	<Null>	<Null>	NASHVILLE	TN	US
10511008300	0.17	FINEN, CHF	1714 STEWART PL			NASHVILLE	TN	US
10511008400	0.17	LUCKETT, M	1712 STEW	<Null>	<Null>	NASHVILLE	TN	US
10511008500	0.17	RIDLEY, JAI	1710 STEW	<Null>	<Null>	NASHVILLE	TN	US
10511008800	0.17	GRIGSBY, P	1704 STEW	<Null>	<Null>	NASHVILLE	TN	US
10511008900	0.17	KELTON, JE	P O BOX 40451			NASHVILLE	TN	US
10511009100	0.24	MODERN R	170 HAVER	<Null>	<Null>	NASHVILLE	TN	US
10511009300	0.26	WEHO DEV	513 3RD AV	<Null>	<Null>	NASHVILLE	TN	US
10511009400	0.23	VANHOOSE	1705 MART	<Null>	<Null>	NASHVILLE	TN	US
10511009600	0.23	1709 MART	P. O. BOX 1	<Null>	<Null>	NASHVILLE	TN	US
10511009700	0.23	BAKER, JOH	1711 MART	<Null>	<Null>	NASHVILLE	TN	US
10511009800	0.23	E & K LUSK	6563 SUNN	<Null>	<Null>	BRENTWO(	TN	US
10511009900	0.23	FARREN, N	1807 MART	<Null>	<Null>	NASHVILLE	TN	US
10511010000	0.18	ANDREWS,	1809 MART	<Null>	<Null>	NASHVILLE	TN	US
10511010200	0.18	KELTON EN	809 WINDS	<Null>	<Null>	BRENTWO(	TN	US
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10511010600	0.2	LABLANC, F	1818 MART	<Null>	<Null>	NASHVILLE	TN	US
10511010700	0.18	VERHAMM	1816 MART	<Null>	<Null>	NASHVILLE	TN	US
10511010800	0.18	BAKER, MA	1814 MART	<Null>	<Null>	NASHVILLE	TN	US
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10511011000	0.18	JACKSON, M	1810 MART	<Null>	<Null>	NASHVILLE	TN	US
10511011200	0.17	KENNER, C	1806 MARTIN ST			NASHVILLE	TN	US
10511011300	0.24	MDHA	701 S 6TH ST			NASHVILLE	TN	US
10511011800	0.17	WORDLAW	1709 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511011900	0.17	LYNCH-LOF	1711 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
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10511012100	0.17	NEAL, ANG	1715 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511012200	0.17	TUNE, KELL	1717 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511012300	0.17	HOPKINS, J	1719 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511012400	0.17	KELTON EN	809 WINDS	<Null>	<Null>	BRENTWO(	TN	US
10511012500	0.17	CURLL, PAT	1803 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511012600	0.17	BERTRAND	1805 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511012700	0.17	HOLMAN, T	3005 MONMOUTH DR			LA VERGNE	TN	US
10511012900	0.17	KELTON, CI	P O BOX 3641			BRENTWO(	TN	US
10511013000	0.17	OWSLEY, C	1813 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511013100	0.17	BABER, MA	1815 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
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10511013500	0.17	OPERATIOI	1125 12TH	<Null>	<Null>	NASHVILLE	TN	US
10511013600	0.17	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN	US
10511013800	0.17	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN	US
10511014000	0.17	HEDGES, JA	1802 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
10511014100	0.17	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE	TN	US

10511014200	0.17	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE TN	US
10511014300	0.17	HEGGIE, KF	1716 ALLIS	<Null>	<Null>	NASHVILLE TN	US
10511014600	0.17	WILSON, B	4202 KIRKL	<Null>	<Null>	NASHVILLE TN	US
10511014900	0.17	MCCLOUD,	1704 ALLIS	<Null>	<Null>	NASHVILLE TN	US
10511015000	0.16	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE TN	US
10511015100	0.15	WARREN, M	1700 ALLISON PL			NASHVILLE TN	US
10511015101	0.02	METRO GO	P O BOX 196300			NASHVILLE TN	US
10511015300	0.17	PEAY, JOHI	1703 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015400	0.17	FUQUA, ER	1705 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015500	0.17	LANIER, ER	1707 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015600	0.17	WHITE, BE	1709 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015700	0.17	FAVORITE,	1711 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015800	0.17	LOPEZ, JES	1713 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511015900	0.17	GMAT HOL	650 WEDGEWOOD AVE			NASHVILLE TN	US
10511016000	0.17	BRADSHAV	1717 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511016100	0.17	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE TN	US
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10511016400	0.17	AUTENRIET	5000 FRAN	<Null>	<Null>	NASHVILLE TN	US
10511016500	0.17	KOEHLER, E	1807 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511016600	0.17	BATTS, YVC	1809 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511016700	0.17	STONE, JEF	1811 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511016800	0.17	WILSON, B	1813 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511016900	0.17	TITUS, BRY	1815 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511017000	0.21	RUSSELL, L	1817 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511017100	0.23	GOOCH, W	711 DOVER	<Null>	<Null>	NASHVILLE TN	US
10511017200	0.17	ADAMSON,	400 NORM	<Null>	<Null>	NASHVILLE TN	US
10511017900	0.17	STRINGER,	1722 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511018000	0.17	POTTS & KI	436 ATLAS	<Null>	<Null>	NASHVILLE TN	US
10511018100	0.17	COLE, NICH	1716 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511018200	0.17	ROSEMAN,	6666 BROC	<Null>	<Null>	NASHVILLE TN	US
10511018400	0.17	HEFFERNO	1710 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511018600	0.17	JACKSON, (	1706 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511018700	0.17	SMITH, ELI	P O BOX 120663			NASHVILLE TN	US
10511018800	0.17	CREWS, J. (	1702 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511019400	0.31	JENKINS, P	1708 CARV	<Null>	<Null>	NASHVILLE TN	US
10511019500	0.2	JENKINS, P	1708 CARV	<Null>	<Null>	NASHVILLE TN	US
10511019800	8.3	METRO GO	P O BOX 19	<Null>	<Null>	NASHVILLE TN	US
10511019900	0.18	BREAL, GR	164 RAINS	<Null>	<Null>	NASHVILLE TN	US
10511020000	0.21	HAMMONI	5248 FRAN	<Null>	<Null>	BRENTWO(TN	US
10511020100	0.21	KELTON, CI	P O BOX 3641			BRENTWO(TN	US
10511020400	0.17	RAM MEEK	10451 PAW PAW SPRINGS RD			ARRINGTOI TN	US
10511020500	0.23	D&G DEVEI	P O BOX 158444			NASHVILLE TN	US
10511020600	0.23	D&G DEVEI	P O BOX 158444			NASHVILLE TN	US
10511020700	0.23	SMALLMAI	P O BOX 158444			NASHVILLE TN	US
10511020800	0.23	SMALLMAI	P O BOX 158444			NASHVILLE TN	US
10511020900	0.25	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE TN	US

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10511021100	0.23	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN US
10511021200	0.23	SMALLMAI	P O BOX 158444			NASHVILLE	TN US
10511021300	0.23	SMALLMAI	P O BOX 15	<Null>	<Null>	NASHVILLE	TN US
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10511021800	0.17	NUGYEN, V	2157 BYRU	<Null>	<Null>	NASHVILLE	TN US
10511021900	0.17	MASON, EL	2159 BYRU	<Null>	<Null>	NASHVILLE	TN US
10511022000	0.17	FRYE, YOLA	2161 BYRU	<Null>	<Null>	NASHVILLE	TN US
10511022100	0.17	ROSEMAN,	6666 BROC	<Null>	<Null>	NASHVILLE	TN US
10511022400	2.17	83 FREIGHT	345 S JEFFERSON AVE		STE 403	COOKEVILL	TN US
10511022500	0.27	FEY, DARH	2152 BYRU	<Null>	<Null>	NASHVILLE	TN US
10511022900	0.19	CASTRO, JA	2160 BYRU	<Null>	<Null>	NASHVILLE	TN US
10511030200	0.22	HARLAN, C	1726 MART	<Null>	<Null>	NASHVILLE	TN US
10511030300	0.22	JENNINGS,	1722 MART	<Null>	<Null>	NASHVILLE	TN US
10511030400	0.2	CHRISTIAN,	1718 MART	<Null>	<Null>	NASHVILLE	TN US
10511030500	0.22	WHITTAKEI	1714 MART	<Null>	<Null>	NASHVILLE	TN US
10511030600	0.2	SUAREZ FA	1831 12TH	<Null>	<Null>	NASHVILLE	TN US
10511030700	0.2	MCCARROI	1708 MART	<Null>	<Null>	NASHVILLE	TN US
10511031100	0.17	MDHA	701 S 6TH ST			NASHVILLE	TN US
10511031200	5.21	WDCN PUB	161 RAINS AV			NASHVILLE	TN US
10511032400	0.17	MODERN R	170 HAVER	<Null>	<Null>	NASHVILLE	TN US
105110B00100CO	<Null>	COOK, NICI	500 B SOUT	<Null>	<Null>	NASHVILLE	TN US
105110B00200CO	<Null>	ARNOLD, K	500 A SOUT	<Null>	<Null>	NASHVILLE	TN US
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105110C00100CO	<Null>	YI, HO WOI	507 SOUTH	<Null>	<Null>	NASHVILLE	TN US
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105110C00500CO	<Null>	1696 CARV	P O BOX 159038			NASHVILLE	TN US
105110C90000CO	0.46	O.I.C. SOUT	4516 SHYS	<Null>	<Null>	NASHVILLE	TN US
105110D00100CO	<Null>	WOLCOTT,	1129 WOO	<Null>	<Null>	MOUNT JU	TN US
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105110I00200CO	<Null>	MARTIN, D	511 SOUTHGATE AVE			NASHVILLE	TN	US
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105110J00100CO	<Null>	MAP GENE	100 OCEANSIDE DR			NASHVILLE	TN	US
105110J00200CO	<Null>	BRENIZE, T.	1102 WOODLAND AVE			EAGLEVILLE	PA	US
105110J90000CO	0.17	O.I.C. 1707	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105110K00100CO	<Null>	HCC TRUST	158 A RAINES AVE C/O LOU TAYLC			NASHVILLE	TN	US
105110K00200CO	<Null>	FISCHETTE,	158 B RAIN	<Null>	<Null>	NASHVILLE	TN	US
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105110L00100CO	<Null>	BACKHOFF,	1810 A NEA	<Null>	<Null>	NASHVILLE	TN	US
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105110M00400CO	<Null>	NANCE, JO	428 A WINGROVE AVE			NASHVILLE	TN	US
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105110M90100CO	0.24	O.I.C. 428 \	203 POINT	<Null>	<Null>	NASHVILLE	TN	US
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105110N00200CO	<Null>	CAPEHART,	1705 ALLISON PL			NASHVILLE	TN	US
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105110O00100CO	<Null>	MASSEY, W	1699 ALLISON PL			NASHVILLE	TN	US
105110O00200CO	<Null>	CESARONE,	3912 ABBOTT MARTIN RD			NASHVILLE	TN	US
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105110P00100CO	<Null>	DELL, CORY	1716 CARVELL AVE			NASHVILLE	TN	US
105110P00200CO	<Null>	DAVIS, ROS	1720 CARV	<Null>	<Null>	NASHVILLE	TN	US
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105110P00700CO	<Null>	ROUHANI-F	524 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105110P00800CO	<Null>	PEARSON,	526 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105110P90000CO	0.69	O.I.C. WED	667 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105110T00100CO	<Null>	SHAH, CHL	1809 A ALL	<Null>	<Null>	NASHVILLE	TN	US
105110T00200CO	<Null>	MACHUCA,	1809 ALLISON PL B			NASHVILLE	TN	US
105110T90000CO	0.17	O.I.C. 1809	107 STRATHMORE WAY			HENDERSO	TN	US
105110U00100CO	<Null>	DE CASTRO	1706 MARTIN ST			NASHVILLE	TN	US
105110U00200CO	<Null>	KORNUTICI	1704 MART	<Null>	<Null>	NASHVILLE	TN	US
105110U90000CO	0.2	O.I.C. 1704	621 BRADLEY CT			FRANKLIN	TN	US
105110V00100CO	<Null>	ROBERTS, M	1708 A ALL	<Null>	<Null>	NASHVILLE	TN	US
105110V00200CO	<Null>	BONETTI, V	1708 B ALL	<Null>	<Null>	NASHVILLE	TN	US
105110V90000CO	0.17	O.I.C. 1708	465 HENSLEE DR C-1			DICKSON	TN	US
105110W00100CO	<Null>	LAMBERT, .	1708 A NEA	<Null>	<Null>	NASHVILLE	TN	US

105110W00200CO	<Null>	DEANE, AN	1708 B NE/	<Null>	<Null>	NASHVILLE	TN	US
105110W90000CO	0.17	O.I.C. HOM	1708 NEAL TER			NASHVILLE	TN	US
105110X00100CO	<Null>	GEORGE, S	519 A SOU	<Null>	<Null>	NASHVILLE	TN	US
105110X00200CO	<Null>	ACKERMAN	519 B SOU	<Null>	<Null>	NASHVILLE	TN	US
105110X90000CO	0.17	O.I.C. TOW	519 SOUTHGATE AVE			NASHVILLE	TN	US
105110Y00100CO	0	RICKS, ALLI	1706 A ALL	<Null>	<Null>	NASHVILLE	TN	US
105110Y00200CO	0	RICKS, JENI	1706 A ALL	<Null>	<Null>	NASHVILLE	TN	US
105110Y90000CO	0.17	O.I.C. 1706	465 HENSLEE DR C-1			DICKSON	TN	US
105110Z00100CO	0	LUNSFORD	1810 A ALL	<Null>	<Null>	NASHVILLE	TN	US
105110Z00200CO	0	WHITNEY, I	1810 B ALL	<Null>	<Null>	NASHVILLE	TN	US
105110Z90000CO	0.17	O.I.C. HOM	2814 12TH AVE S			NASHVILLE	TN	US
105111A00100CO	0	LOCKNER, I	1712 A NE/	<Null>	<Null>	NASHVILLE	TN	US
105111A00200CO	0	WOERZ, CA	1712 B NE/	<Null>	<Null>	NASHVILLE	TN	US
105111A90000CO	0.17	O.I.C. TOW	1300 PILLOW ST			NASHVILLE	TN	US
105111B00100CO	<Null>	TANQUILU	509 B SOU	<Null>	<Null>	NASHVILLE	TN	US
105111B00200CO	<Null>	OVERBY, K/	509 A SOU	<Null>	<Null>	NASHVILLE	TN	US
105111C90000CO	0.23	O.I.C. 1707	1707 MARTIN ST			NASHVILLE	TN	US
105111D90000CO	0.17	1716 & 171	1716 STEW	<Null>	<Null>	NASHVILLE	TN	US
105111E90000CO	0.17	O.I.C. 622 S	450 PINE RIDGE DR			PARIS	TN	US
105111F90000CO	0.17	O.I.C. 1708	900 TYSON AVE			PARIS	TN	US
105111G90000CO	0.17	O.I.C. 1706	900 TYSON AVE			PARIS	TN	US
105111H90000CO	0.17	O.I.C. HOM	P O BOX 158444			NASHVILLE	TN	US
105111I90000CO	0.17	O.I.C. HOM	2814 12TH AVE S			NASHVILLE	TN	US
105111J90000CO	0.18	O.I.C. HOM	PO BOX 331205			NASHVILLE	TN	US
105111K90000CO	0.17	O.I.C. HOM	P O BOX 158444			NASHVILLE	TN	US
105111L90000CO	0.15	O.I.C. 1704	639 E MAIN ST			HENDERSO	TN	US
105111N90000CO	0.18	O.I.C. MAR	1808 MARTIN ST			NASHVILLE	TN	US
105111O90000CO	0.34	O.I.C. SOU	1407 HUMPHREYS ST APT 1			NASHVILLE	TN	US
105111P90000CO	0.18	O.I.C. 1700	1025 SOUTHSIDE CT			NASHVILLE	TN	US
105112A00100CO	0	THOMPSOI	2155 A BYR	<Null>	<Null>	NASHVILLE	TN	US
105112A00200CO	0	NESTLER, JI	2155 B BYR	<Null>	<Null>	NASHVILLE	TN	US
105112A90000CO	0.17	O.I.C. BYRL	471 HUMPHREYS ST			NASHVILLE	TN	US
105112B90000CO	0.18	O.I.C. HOM	1668 COLLEEN ST			SARASOTA	FL	US
105112C90000CO	0.21	O.I.C. 147 F	1028 VAUGHNS CREST DR			FRANKLIN	TN	US
105112D90000CO	1.21	O.I.C. SOU	204 SOUTH 11TH STREET			NASHVILLE	TN	US
105112E90000CO	0.26	O.I.C. HOM	513 3RD AVE S			NASHVILLE	TN	US
105112F90000CO	0.23	O.I.C. HOM	P O BOX 3641			BRENTWO(	TN	US
105112G90000CO	0.22	O.I.C. HOM	204 S 11TH ST			NASHVILLE	TN	US
105112H90000CO	0.21	O.I.C. 151	151 RAINS AVE			NASHVILLE	TN	US
105112I90000CO	0.21	O.I.C. 149 F	149 RAINS AVE			NASHVILLE	TN	US
105113B00100CO	0	THOMPSOI	1818 ALLIS	<Null>	<Null>	NASHVILLE	TN	US
105113B00200CO	0	ELDRIDGE,	600 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105113B90000CO	0.2	O.I.C. 1818	667 WEDGEWOOD AVE STE C			NASHVILLE	TN	US
105113F90000CO	0.17	O.I.C. HOM	809 WINDSTONE BLVD			BRENTWO(	TN	US
105113G90000CO	0.17	O.I.C. HOM	PO BOX 3641			BRENTWO(	TN	US
105113K90000CO	0.2	O.I.C. HOM	<Null>	<Null>	<Null>	<Null>	TN	US
105114A00100CO	<Null>	SANDOVAL	115 ALTON RD			NASHVILLE	TN	US

105114A00200CO	<Null>	COLEMAN,	2164 BYRU	<Null>	<Null>	NASHVILLE	TN	US
105114A90000CO	0.28	O.I.C. HOM	2160 BYRUM AVE			NASHVILLE	TN	US
105114B00100CO	<Null>	JAIN, NAVI	2166 BYRU	<Null>	<Null>	NASHVILLE	TN	US
105114B00200CO	<Null>	ANNAPURE	2168 BYRU	<Null>	<Null>	NASHVILLE	TN	US
105114B90000CO	0.29	O.I.C. HOM	2160 BYRUM AVE			NASHVILLE	TN	US
105114D00100CO	<Null>	HAGOVSKY	2158A BYRUM AVE			NASHVILLE	TN	US
105114D00200CO	<Null>	SMITH, JEN	2158B BYR	<Null>	<Null>	NASHVILLE	TN	US
105114D90000CO	0.25	O.I.C. 2158	6121 NOLENSVILLE PIKE			NASHVILLE	TN	US
10512000400	0.11	AL-MAHDI	404 WINGF	<Null>	<Null>	NASHVILLE	TN	US
10512000500	0.11	WILLIAM R	848 BATTE	<Null>	<Null>	NASHVILLE	TN	US
10512000600	0.11	GMAT HOL	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10512000700	0.13	D & J PROP	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
10512000800	0.13	HYBRID BU	987 GREERLAND DR			NASHVILLE	TN	US
10512000900	0.13	NASHVILLE	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
09315033100	0.35	TRUE DEVE	2309 CRES	<Null>	<Null>	NASHVILLE	TN	US
09315039500	0.12	GREGORY I	1800 MAIN ST			BLOOMSBU	PA	US
093150D00100CO	<Null>	JOHNSON,	7725 GATE	<Null>	<Null>	IRVINE	CA	US
093150D00200CO	<Null>	AJAO, JOSE	1044 B 2NI	<Null>	<Null>	NASHVILLE	TN	US
093150D90000CO	0.16	O.I.C. 1044	2018 FRANSWORTH DR			NASHVILLE	TN	US
093150E00100CO	0	MUSIC CIT	703 PENDRAGON CT			FRANKLIN	TN	US
093150E00200CO	0	CURRAN, G	1906 GLEN ECHO RD 150962			NASHVILLE	TN	US
10503011200	0.15	JONES, DO	4418 WINS	<Null>	<Null>	NASHVILLE	TN	US
10503011300	0.13	JONES, DO	4418 WINS	<Null>	<Null>	NASHVILLE	TN	US
10503011700	0.23	PATTON, P.	1118 2ND A	<Null>	<Null>	NASHVILLE	TN	US
10503028800	0.14	LEE, CALLIE	1232 2ND A	<Null>	<Null>	NASHVILLE	TN	US
10503028900	0.34	1230 2ND A	40 WALL STREET FLOOR 58			NEW YORK	NY	US
10503029000	0.26	BUIE, LARR	1228 2ND A	<Null>	<Null>	NASHVILLE	TN	US
10503029200	0.21	GRANT, JA	1220 2ND A	<Null>	<Null>	NASHVILLE	TN	US
10503029500	4.13	METRO GO	P O BOX 19	<Null>	<Null>	NASHVILLE	TN	US
10503031100	0.41	MDHA	P O BOX 846			NASHVILLE	TN	US
10503031200	0.11	EQUITY TRI	P O BOX 45	<Null>	<Null>	WESTLAKE	OH	US
10503031300	0.18	EQUITY TRI	P O BOX 45	<Null>	<Null>	WESTLAKE	OH	US
10503031400	0.18	EQUITY TRI	P O BOX 45	<Null>	<Null>	WESTLAKE	OH	US
10503031500	0.18	GILLIAM, A	9 TRIMBLE ST			NASHVILLE	TN	US
10503031600	0.15	MURRAY, K	11 TRIMBL	<Null>	<Null>	NASHVILLE	TN	US
10503031800	0.18	MORNING	19 HART ST	<Null>	<Null>	NASHVILLE	TN	US
10503031900	0.29	MORNING	19 HART ST	<Null>	<Null>	NASHVILLE	TN	US
10503032000	0.14	MORNING	19 HART ST	<Null>	<Null>	NASHVILLE	TN	US
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105030K00100CO	<Null>	BYRNES, GI	1916 MOB	<Null>	<Null>	KNOXVILLE	TN	US
105030K00200CO	<Null>	GOMEZ, M	2616 PADD	<Null>	<Null>	THOMPSOI	TN	US
105030K00300CO	<Null>	GOMEZ, M	2616 PADDOCK PARK			THOMPSOI	TN	US
105030K00400CO	<Null>	CHERKESK	1240 2ND AVE S 4			NASHVILLE	TN	US
105030K00500CO	<Null>	GINZBURG,	1240 2ND AVE S #5			NASHVILLE	TN	US
105030K00600CO	<Null>	MYERS, RIC	907 ONEON	<Null>	<Null>	DALTON	GA	US
105030K00700CO	<Null>	CHERKESK	1240 2ND A	<Null>	<Null>	NASHVILLE	TN	US
105030K00800CO	<Null>	MAKIN PRC	P O BOX 26	<Null>	<Null>	MONTICELI	KY	US

105030K00900CO	<Null>	KINMER PR	P O BOX 26	<Null>	<Null>	MONTICELI	KY	US
105030K01000CO	<Null>	SIRAGUSA,	1240 2ND A	<Null>	<Null>	NASHVILLE	TN	US
105030K01100CO	<Null>	RYAN, JASC	1240 2ND AVE UNIT C	11		NASHVILLE	TN	US
105030K01200CO	<Null>	SIMONETTI	5801 W MODOC AVE			VISALIA	CA	US
105030K01300CO	<Null>	CHERKESKY	1234 2ND AVE S			NASHVILLE	TN	US
105030K01400CO	<Null>	CROUVI, SH	5121 GLENCARRON DR			NASHVILLE	TN	US
105030K01500CO	<Null>	HENGAMEI	519 LEGENDS RIDGE CT			FRANKLIN	TN	US
105030K01600CO	<Null>	GENSIS NA	1240 2ND A	<Null>	<Null>	NASHVILLE	TN	US
105030K90000CO	0.79	O.I.C. DWE	1234 2ND A	<Null>	<Null>	NASHVILLE	TN	US
105030M00100CO	0	BOOTH, RC	300 CENTE	<Null>	<Null>	BRENTWO(	TN	US
105030M00200CO	0	CURTIS, CH	1231 2ND AVE S			NASHVILLE	TN	US
105030N00100CO	0	HIGGINS, J(	47 A WHAF	<Null>	<Null>	NASHVILLE	TN	US
105030N00200CO	0	KLUTTZ, AN	47 B WHAF	<Null>	<Null>	NASHVILLE	TN	US
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105030O00200CO	<Null>	SIDDIQI, JE	907 SOUTH	<Null>	<Null>	NASHVILLE	TN	US
105030O00300CO	<Null>	TAUGHER,	1116 A 2NI	<Null>	<Null>	NASHVILLE	TN	US
105030O00400CO	<Null>	FRAZIER, KI	1116 N 2NI	<Null>	<Null>	NASHVILLE	TN	US
105030O90000CO	0.15	O.I.C. HOM	P O BOX 40466			NASHVILLE	TN	US
105030O90100CO	0.15	O.I.C. HOM	P O BOX 40466			NASHVILLE	TN	US
105030P00100CO	<Null>	1224 2ND A	407 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105030P00200CO	<Null>	1224 2ND A	407 B MOC	<Null>	<Null>	NASHVILLE	TN	US
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105030P90000CO	0.21	O.I.C. 1224	204 S 11TH ST			NASHVILLE	TN	US
105030Q00100CO	0	BELL, CLIFF	10 A N HILL	<Null>	<Null>	NASHVILLE	TN	US
105030Q00200CO	0	BELL, CLIFF	10 A N HILL	<Null>	<Null>	NASHVILLE	TN	US
105030Q90000CO	0.18	O.I.C. 10 N	219 WILLIAMSBURG CIR			BRENTWO(	TN	US
105030T00100CO	<Null>	AFFORDAB	50 VANTAGE WAY STE	107		NASHVILLE	TN	US
105030T00200CO	<Null>	AFFORDAB	50 VANTAGE WAY STE	107		NASHVILLE	TN	US
105030U00100CO	<Null>	AFFORDAB	50 VANTAGE WAY STE	107		NASHVILLE	TN	US
105030U00200CO	<Null>	AFFORDAB	50 VANTAGE WAY STE	107		NASHVILLE	TN	US
105030U90000CO	0.1	O.I.C. 41 W	50 VANTAGE WAY STE	107		NASHVILLE	TN	US
105030V00100CO	<Null>	TRUE DEVE	2309 CRESTMOOR RD STE	201		NASHVILLE	TN	US
105030V00200CO	<Null>	TRUE DEVE	2309 CRESTMOOR RD STE	201		NASHVILLE	TN	US
105030V00300CO	<Null>	TRUE DEVE	2309 CRESTMOOR RD STE	201		NASHVILLE	TN	US
105030V00400CO	<Null>	TRUE DEVE	2309 CRESTMOOR RD STE	201		NASHVILLE	TN	US
105030V00500CO	<Null>	TRUE DEVE	2309 CRESTMOOR RD STE	201		NASHVILLE	TN	US
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10504000700	0.09	BREZA, SIEI	14 PERKINS	<Null>	<Null>	NASHVILLE	TN	US
10504002600	0.23	KITTLEMAN	133 ACADE	<Null>	<Null>	NASHVILLE	TN	US
10504002700	0.2	KITTLEMAN	133 ACADE	<Null>	<Null>	NASHVILLE	TN	US

10504002800	0.11	SPARKMAN	2707 NATC	<Null>	<Null>	NASHVILLE	TN US
10504002900	0.12	GENCAY, A	1017 BOXV	<Null>	<Null>	FRANKLIN	TN US
10504003000	0.1	GENCAY, A	1017 BOXV	<Null>	<Null>	FRANKLIN	TN US
10504003100	0.1	ELLIS, KRIS	1 CLAIBORI	<Null>	<Null>	NASHVILLE	TN US
10504003200	0.18	JOBE, WAN	831 DEWEI	<Null>	<Null>	NASHVILLE	TN US
10504003300	0.18	PADRE PIO	205 LOGAN	<Null>	<Null>	FRANKLIN	TN US
10504003400	0.13	STURDEN,	23 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504003500	0.15	ALEXANDE	21 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504003700	0.13	ESPANA, M	17 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504003900	0.18	GREEN, JEA	13 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504006900	0.13	HANNAH, C	1623 FAIRH	<Null>	<Null>	MURFREES	TN US
10504007000	0.14	HANNAH, C	1623 FAIRH	<Null>	<Null>	MURFREES	TN US
10504007100	0.06	SWETT, JAC	45 PERKINS	<Null>	<Null>	NASHVILLE	TN US
10504007200	0.13	SWETT, JAC	45 PERKINS	<Null>	<Null>	NASHVILLE	TN US
10504007300	0.27	SEIBEL, HO	5261 FRED	<Null>	<Null>	BRENTWOC	TN US
10504007700	0.07	SWETT, AN	45 PERKINS	<Null>	<Null>	NASHVILLE	TN US
10504008800	0.13	SPARKMAN	33 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504008900	0.16	BRANNON,	54 LINCOLN	<Null>	<Null>	NASHVILLE	TN US
10504009000	0.18	LITTLE MOI	P O BOX 80	<Null>	<Null>	NASHVILLE	TN US
10504009100	0.18	GREATER M	P O BOX 80271			NASHVILLE	TN US
10504009200	0.18	NASER, MC	39 TRIMBL	<Null>	<Null>	NASHVILLE	TN US
10504011100	0.05	CENTRAL C	837 RUSSL	<Null>	<Null>	NASHVILLE	TN US
105040F00100CO	0	CHINETTI, I	34 A N HILL	<Null>	<Null>	NASHVILLE	TN US
105040F00200CO	0	GILMORE, /	34 B N HILL	<Null>	<Null>	NASHVILLE	TN US
105040F90000CO	0.18	O.I.C. HOM	34 NORTH HILL STREET			NASHVILLE	TN US
105040G00100CO	0	FLTPPC PR(	9473 ASHFORD PL			BRENTWOC	TN US
105040G00200CO	0	MURPHY, F	1242 THOM	<Null>	<Null>	NASHVILLE	TN US
105040H00100CO	0	HYONG, SU	11 A N HILL	<Null>	<Null>	NASHVILLE	TN US
105040H00200CO	0	PORTER, M	11 B N HILL	<Null>	<Null>	NASHVILLE	TN US
105040I00100CO	0	RICHARDS,	3740 TURLEY DR A			NASHVILLE	TN US
105040I00200CO	0	WANG, GU	28 N HILL ST			NASHVILLE	TN US
105040J00100CO	0	SHAH, SOH	31 A PERKI	<Null>	<Null>	NASHVILLE	TN US
105040J00200CO	0	BLANCO, R	29 B HUBB	<Null>	<Null>	NASHVILLE	TN US
105040J00300CO	0	DOUGLAS,	P O BOX 306			FLAGSTAFF	AZ US
105040J00400CO	0	NEWMAN,	2578 E LOCUST DR			CHANDLER	AZ US
105040J90000CO	0.29	O.I.C. CHES	2839 SCENIC DR			CLARKSVILI	TN US
105040K00100CO	0	CUTLER, JU	1204 15TH AVE S			NASHVILLE	TN US
105040K00200CO	0	ESPARZA, M	16 B N HILL	<Null>	<Null>	NASHVILLE	TN US
105040L00100CO	0	BE A HELPI	827 W MCKENNIE AVE			NASHVILLE	TN US
105040L00200CO	0	BE A HELPI	827 W MCKENNIE AVE			NASHVILLE	TN US
105040M00100CO	0	GILL, AUST	22 A N HILL	<Null>	<Null>	NASHVILLE	TN US
105040M00200CO	0	HUNTLEY, (	22B N HILL ST			NASHVILLE	TN US
105040N00100CO	0	THERIAULT	202 DEER F	<Null>	<Null>	BUTLER	TN US
105040N00200CO	0	ELLIOTT DE	3844 MT JULIET RD			HERMITAG	TN US
105040O00100CO	0	PATTON, JA	19 A TRIME	<Null>	<Null>	NASHVILLE	TN US
105040O00200CO	0	TORRES, CA	19 B TRIME	<Null>	<Null>	NASHVILLE	TN US
105040O90000CO	0.13	O.I.C. 19 TF	2441 OLD FORT PKWY STE Q472			MURFREES	TN US

105040P00100CO	0	COURE, RIC	9919 MAX\	<Null>	<Null>	BRENTWO(	TN	US
105040P00200CO	0	COURE, RIC	9919 MAX\	<Null>	<Null>	BRENTWO(	TN	US
105040Q00100CO	0	SHARON IN	1205 LINCOLN RD STE 215			MIAMI BEA	FL	US
105040Q00200CO	0	SHARON IN	1205 LINCOLN RD STE 215			MIAMI BEA	FL	US
105040R00100CO	0	GREENTREI	1240 FAIRWAY ST			BOWLING (	KY	US
105040R00200CO	0	GREENTREI	1240 FAIRWAY ST			BOWLING (	KY	US
105040S00100CO	<Null>	WHITE, SAI	<Null>	<Null>	<Null>	<Null>	TN	US
105040S00200CO	<Null>	WHITE, SAI	<Null>	<Null>	<Null>	<Null>	TN	US
105040T00100CO	<Null>	CENTRAL C	<Null>	<Null>	<Null>	<Null>	TN	US
105040T00200CO	<Null>	CENTRAL C	<Null>	<Null>	<Null>	<Null>	TN	US
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105040U00200CO	0	CENTRAL C	<Null>	<Null>	<Null>	<Null>	TN	US
10507021300	0.2	SMALLMAI	P O BOX 158444			NASHVILLE	TN	US
10507023300	0.2	SUAREZ, M	610 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507023400	0.2	OPERATIOI	1125 12TH	<Null>	<Null>	NASHVILLE	TN	US
10507023500	0.2	OWEN, DO	614 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
10507027200	0.06	MCNICHOL	127 RAINES AVE			NASHVILLE	TN	US
10507033000	0.21	LONG, RYA	565 MOOR	<Null>	<Null>	NASHVILLE	TN	US
10507033100	0.17	HAMMONI	805 BRENT	<Null>	<Null>	NASHVILLE	TN	US
10507033300	0.17	LAUGHEAD	557 MOOR	<Null>	<Null>	NASHVILLE	TN	US
10507033400	0.17	MATHENY,	555 MOOR	<Null>	<Null>	NASHVILLE	TN	US
10507033600	0.17	MURPHY, (	551 MOOR	<Null>	<Null>	NASHVILLE	TN	US
10507033800	0.17	CAUDILL, D	809 EDWA	<Null>	<Null>	FRANKLIN	TN	US
10507034000	0.17	KELTON, CI	P O BOX 3641			BRENTWO(	TN	US
10507034100	0.17	HAMMONI	5248 FRAN	<Null>	<Null>	BRENTWO(	TN	US
10507034200	0.17	LUCKETT, J	535 MOORE AVE			NASHVILLE	TN	US
10507039000	0.11	MCGRAW,	415 MALLC	<Null>	<Null>	NASHVILLE	TN	US
10507039300	0.17	SPRINGER,	421 MALLC	<Null>	<Null>	NASHVILLE	TN	US
10507039900	0.23	ELJAY ENTE	95 WHITE BRIDGE RD STE 306 C/O			NASHVILLE	TN	US
10507048300	0.3	STANLEY, V	407 MERRI	<Null>	<Null>	NASHVILLE	TN	US
10507048400	0.69	MANGRUM	405 MERRI	<Null>	<Null>	NASHVILLE	TN	US
10507049000	0.17	KELTON, CI	P O BOX 3641			BRENTWO(	TN	US
10507050700	0.17	HAMMONI	805 BRENT	<Null>	<Null>	NASHVILLE	TN	US
10507050800	0.17	HAMMONI	805 BRENT	<Null>	<Null>	NASHVILLE	TN	US
10507052700	0.19	D&J PROPE	650 WEDG	<Null>	<Null>	NASHVILLE	TN	US
105070C90000CO	0.2	O.I.C. 526 H	526 HAMIL	<Null>	<Null>	NASHVILLE	TN	US
105070Y90000CO	0.17	O.I.C. WEH	402 BOULD	<Null>	<Null>	MOUNT JU	TN	US
105072H00100CO	<Null>	SCHUMACI	1309 A PILL	<Null>	<Null>	NASHVILLE	TN	US
105072H00200CO	<Null>	AVILA, SER	1309 B POI	<Null>	<Null>	NASHVILLE	TN	US
105072I00100CO	0	BACON, WI	84 ALTENT/	<Null>	<Null>	NASHVILLE	TN	US
105072I00200CO	0	BACON, WI	1317 B PILL	<Null>	<Null>	NASHVILLE	TN	US
105072K00100CO	<Null>	CORBIN, ST	2082 HAMI	<Null>	<Null>	COLUMBIA	TN	US
105072K00200CO	<Null>	CORBIN, ST	2082 HAMI	<Null>	<Null>	COLUMBIA	TN	US
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105072L00200CO	0	MAGNESS I	<Null>	<Null>	<Null>	<Null>	TN	US
105072M00100CO	0	MAGNESS (	<Null>	<Null>	<Null>	<Null>	TN	US
105072M00200CO	0	MAGNESS (	<Null>	<Null>	<Null>	<Null>	TN	US

105073I00100CO	0	BUEHLER, I	608 A HAMILTON AVE			NASHVILLE TN	US
105073I00200CO	0	BUEHLER, I	608 B HAMILTON AVE			NASHVILLE TN	US
105073J00100CO	0	HENDIX, M	553 A HAM	<Null>	<Null>	NASHVILLE TN	US
105073J00200CO	0	PETERLICH,	553 B HAM	<Null>	<Null>	NASHVILLE TN	US
105073K00100CO	<Null>	BARBER, G	545 A MOC	<Null>	<Null>	NASHVILLE TN	US
105073K00200CO	<Null>	LEE, CHEVI	545 B MOC	<Null>	<Null>	NASHVILLE TN	US
105073K90000CO	0.17	O.I.C. COTT	615 NAPOLEAN AVE			NASHVILLE TN	US
105073L00100CO	0	COURI, GE(	534 HAMILTON AVE A			NASHVILLE TN	US
105073L00200CO	0	BERRY, BRI	534 B HAM	<Null>	<Null>	NASHVILLE TN	US
105073M00100CO	0	TARPLEY, V	613 A MOC	<Null>	<Null>	NASHVILLE TN	US
105073M00200CO	0	COLBY, TR/	613 B MOC	<Null>	<Null>	NASHVILLE TN	US
105073N00100CO	0	MCGINN, M	610 A MOC	<Null>	<Null>	NASHVILLE TN	US
105073N00200CO	0	KENNEDY,	610 B MOC	<Null>	<Null>	NASHVILLE TN	US
105073O00100CO	<Null>	GODHWAN	553 A MOC	<Null>	<Null>	NASHVILLE TN	US
105073O00200CO	<Null>	PASTOR, P/	533 B MOORE AVE			NASHVILLE TN	US
105073O90000CO	0.17	O.I.C. HOM	2317 CRUZEN ST			NASHVILLE TN	US
105073P00100CO	<Null>	ROMANELL	616 A HAM	<Null>	<Null>	NASHVILLE TN	US
105073P00200CO	<Null>	MILLER, MI	616 B HAM	<Null>	<Null>	NASHVILLE TN	US
105073P90000CO	0.2	O.I.C. HOM	1033 DEMONBREUN ST FL3			NASHVILLE TN	US
105073Q00100CO	0	DH&G WEI	1235 MAR	<Null>	<Null>	NASHVILLE TN	US
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105073R00100CO	0	PATTON, A	944 9TH A\	<Null>	<Null>	NASHVILLE TN	US
105073R00200CO	0	FRANCES S	533 B MOC	<Null>	<Null>	NASHVILLE TN	US
105073S00100CO	0	JUNIA, JOD	1016A GLENDALE LN			NASHVILLE TN	US
105073S00200CO	0	JUNIA, JOD	1016 A GLENDALE LN			NASHVILLE TN	US
105073S90000CO	0.17	O.I.C. HOM	513 3RD AVE S			NASHVILLE TN	US
105073T00100CO	0	CALDWELL,	613 HAMILTON AVE			NASHVILLE TN	US
105073T00200CO	0	CALDWELL,	613 HAMILTON AVE			NASHVILLE TN	US
105073U00100CO	0	KENNEDY,	605 C HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00200CO	0	SCHULTZ, C	605 B HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00300CO	0	WOERZ, CA	605 A HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00400CO	0	GAUGER, A	603C HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00500CO	0	HOWARD, .	603 B HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00600CO	0	ZOELLER, B	603 A HAM	<Null>	<Null>	NASHVILLE TN	US
105073U00700CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U00800CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U00900CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01000CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01100CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01200CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01300CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01400CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01500CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01600CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01700CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01800CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US
105073U01900CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN TN	US

105073U02000CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02100CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02200CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02300CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02400CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02500CO	0	OSTROM, T	1405 A MA	<Null>	<Null>	NASHVILLE	TN	US
105073U02600CO	0	HAMILTON	121 1ST AVE STE 220			FRANKLIN	TN	US
105073U02700CO	0	BERKLACIC	1405 MAR	<Null>	<Null>	NASHVILLE	TN	US
105073U90100CO	0.29	O.I.C. HAM	121 1ST AVE S STE 220			FRANKLIN	TN	US
105073V00100CO	0	1605 MAR	513 3RD AVE S			NASHVILLE	TN	US
105073V00200CO	0	1605 MAR	513 3RD AVE S			NASHVILLE	TN	US
105073W00100CO	0	MCQUEEN,	617 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105073W00200CO	0	LYNN, MIKI	617 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105073X00100CO	0	BRADSHAV	615 A MOORE AVE			NASHVILLE	TN	US
105073X00200CO	0	KINKADE, A	615 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105073Y00100CO	<Null>	MC2 GROU	416 MOORE AVE			NASHVILLE	TN	US
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105073Z00100CO	<Null>	JENKINS, D	<Null>	<Null>	<Null>	<Null>	TN	US
105073Z00200CO	<Null>	JENKINS, D	<Null>	<Null>	<Null>	<Null>	TN	US
105074I00100CO	0	SANDERS, \	115 A RAIN	<Null>	<Null>	NASHVILLE	TN	US
105074I00200CO	0	SNODGRAS	115 B RAIN	<Null>	<Null>	NASHVILLE	TN	US
105074I90000CO	0.2	O.I.C. HOM	2517 EUGENIA AVE STE 202			NASHVILLE	TN	US
105074J00100CO	0	CONDER, C	908 STEEPL	<Null>	<Null>	BRENTWO(	TN	US
105074J00200CO	0	HINKLE, JEI	510 B HAM	<Null>	<Null>	NASHVILLE	TN	US
105074K00100CO	0	ZEITLIN, AN	511 A HAMILTON AVE			NASHVILLE	TN	US
105074K00200CO	0	ZEITLIN, AN	511 B HAMILTON AVE			NASHVILLE	TN	US
105074L00100CO	0	DIDONATO	409 C MER	<Null>	<Null>	NASHVILLE	TN	US
105074L00200CO	0	GLEATON, .	409 MERITT AVE UNIT D			NASHVILLE	TN	US
105074L90000CO	0.15	O.I.C. HOM	513 3RD AVE S			NASHVILLE	TN	US
105074M00100CO	0	MAGNESS I	P O BOX 158444			NASHVILLE	TN	US
105074M00200CO	0	HAYES, SC(	409 MERITT AVE UNIT B			NASHVILLE	TN	US
105074M90000CO	0.15	O.I.C. HOM	513 3RD AVE S			NASHVILLE	TN	US
105074N00100CO	0	SADLER, AL	130 A RAIN	<Null>	<Null>	NASHVILLE	TN	US
105074N00200CO	0	PATEL, AN/	130 B RAIN	<Null>	<Null>	NASHVILLE	TN	US
105074O10100CO	<Null>	MYINT, AN	2407 8TH A	<Null>	<Null>	NASHVILLE	TN	US
105074O10200CO	<Null>	DVIRNAK, A	1404 PILLOW ST # 101			NASHVILLE	TN	US
105074O10300CO	<Null>	CROCKER, I	1400 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O10400CO	<Null>	DUKE, CAR	1400 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O10500CO	<Null>	SPEARS IN\	1489A WO	<Null>	<Null>	NASHVILLE	TN	US
105074O10600CO	<Null>	KHAN, CHE	104 NESTLEDOWN CROSSING			BELL BUCKI	TN	US
105074O10700CO	<Null>	SWAUNCY,	415 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105074O10800CO	<Null>	LOWRY, PA	215 LYNNV	<Null>	<Null>	NASHVILLE	TN	US
105074O10900CO	<Null>	BEAVER, R\	1402 PILLOW ST # 101			NASHVILLE	TN	US
105074O11000CO	<Null>	DILLON, JE	411 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105074O11100CO	<Null>	BALUCAN,	411 MERRITT AVE # 101			NASHVILLE	TN	US
105074O20100CO	<Null>	ARNOLD RI	154 FRANKLIN RD			BRENTWO(	TN	US
105074O20200CO	<Null>	NEELY, DIA	9086 OLD H	<Null>	<Null>	FRANKLIN	TN	US

105074O20300CO	<Null>	CONSIDINE	1402 PILLOW ST # 201			NASHVILLE	TN	US
105074O20400CO	<Null>	OLLILA, MA	2711 OAKLAND AVE			NASHVILLE	TN	US
105074O20500CO	<Null>	HJORNEVIK	141 HUNT'S LINK			DRIPPING S	TX	US
105074O20600CO	<Null>	GRAFF, HO	103-507 BC	<Null>	<Null>	BOWEN ISL	BC	CA
105074O20700CO	<Null>	DIGIROLAM	125 LINDEI	<Null>	<Null>	LOCUST VA	NY	US
105074O20800CO	<Null>	UNNI, RAM	1310 SLADE CRT			FRANKLIN	TN	US
105074O20900CO	<Null>	HOESLEY, F	1402 PILLOW ST # 207			NASHVILLE	TN	US
105074O21000CO	<Null>	TITUS, CRE	411 MERRI	<Null>	<Null>	NASHVILLE	TN	US
105074O21100CO	<Null>	LSD REAL E	P. O. BOX 4	<Null>	<Null>	CHICAGO	IL	US
105074O30300CO	<Null>	HAUTHER,	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O30400CO	<Null>	PATEL, RAJ	1414 SOUT TRACE			BIRMINGH/	AL	US
105074O30500CO	<Null>	LOONEY, C	1402 PILLOW ST 303			NASHVILLE	TN	US
105074O30600CO	<Null>	HANSON, A	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O30700CO	<Null>	WALKER, LI	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O30800CO	<Null>	EDWARDS,	274 ANATOLE LN			CLEVELANI	TN	US
105074O30900CO	<Null>	MATLOW,	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O40400CO	<Null>	CONLIN, LII	1402 PILLOW ST # 401			NASHVILLE	TN	US
105074O40500CO	<Null>	COTHRAN,	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O40600CO	<Null>	KIM, DAVIE	1402 PILLO	<Null>	<Null>	NASHVILLE	TN	US
105074O40700CO	<Null>	DILL, LAWR	1512 FLINTRIDGE RD			AUSTIN	TX	US
105074O40800CO	<Null>	LIAO, JONA	1402 PILLOW ST 405			NASHVILLE	TN	US
105074O90000CO	0.98	O.I.C. SEGN	2206 21ST AVE S STE	200		NASHVILLE	TN	US
105074P00100CO	0	GRAY, ZACI	532 A HAM	<Null>	<Null>	NASHVILLE	TN	US
105074P00200CO	0	PEARSON, .	532 B HAM	<Null>	<Null>	NASHVILLE	TN	US
105074Q00100CO	0	LYNN, ADA	20 E HUBB/	<Null>	<Null>	COLUMBUS	OH	US
105074Q00200CO	0	ISER, ZACH	32 GRAMERCY PARK S	17F		NEW YORK	NY	US
105074R00100CO	<Null>	BOWLES, S	6928 CAIRO BEND RD			LEBANON	TN	US
105074R00200CO	<Null>	SADOFSKY,	102 BERGE	<Null>	<Null>	BROOKLYN	NY	US
105074R90000CO	0.17	O.I.C. HOM	2517 CRUZEN ST			NASHVILLE	TN	US
105074S00100CO	0	LOPEZ, ME	515 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105074S00200CO	0	DONOVAN,	515 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105074T00100CO	0	514 MOOR	929 GALE LN			NASHVILLE	TN	US
105074T00200CO	0	SCHUMACI	514 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105074U00100CO	0	PARKER, CI	516 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105074U00200CO	0	HOLT, STE\	516 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105074U90000CO	0.16	O.I.C. 516 M	929 GALE LN			NASHVILLE	TN	US
105074V00100CO	<Null>	CHRZASZ, F	423 MALLC	<Null>	<Null>	NASHVILLE	TN	US
105074V00200CO	<Null>	CRONLN, C	425 MALLC	<Null>	<Null>	NASHVILLE	TN	US
105074V90000CO	0.17	O.I.C. HOM	P O BOX 159342			NASHVILLE	TN	US
105074W00100CO	0	ROGERS, JC	527 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105074W00200CO	0	BOYS SMIT	1871 QUAI	<Null>	<Null>	ELLENSBUR	WA	US
105074X00100CO	0	GREENE, M	525 A MOC	<Null>	<Null>	NASHVILLE	TN	US
105074X00200CO	0	BERRY, VAI	525 B MOC	<Null>	<Null>	NASHVILLE	TN	US
105074Y00100CO	0	NASHVILLE	7562 AUBREY RIDGE DR			FAIRVIEW	TN	US
105074Y00200CO	0	PARKER, BE	522 MOOR	<Null>	<Null>	NASHVILLE	TN	US
105074Z00100CO	<Null>	GRAY, WES	516 HAMILTON AVE			NASHVILLE	TN	US
105074Z00200CO	<Null>	GRAY, WES	516 HAMILTON AVE			NASHVILLE	TN	US

10511017600	0.17	ANDRADY,	754 BENTON AVE			NASHVILLE TN	US
10511017700	0.18	HENDRICKS	1806 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511017800	0.17	HILL, BARB	1804 NEAL	<Null>	<Null>	NASHVILLE TN	US
10511032500	0.14	MODERN R	170 HAVER	<Null>	<Null>	NASHVILLE TN	US
105111B90000CO	0.17	O.I.C. 1700	40 BURTON HILLS BLVD		STE 230	NASHVILLE TN	US
105111C00100CO	0	HAGEN, JEI	1707 A MA	<Null>	<Null>	NASHVILLE TN	US
105111C00200CO	0	AMENDED	1707 B MA	<Null>	<Null>	NASHVILLE TN	US
105111D00100CO	0	JONES, JEN	1716 STEW	<Null>	<Null>	NASHVILLE TN	US
105111D00200CO	0	DEPAOLI, R	1718 STEW	<Null>	<Null>	NASHVILLE TN	US
105111E00100CO	0	FUGE, BREI	624 SOUTH	<Null>	<Null>	NASHVILLE TN	US
105111E00200CO	0	ALEX, MAR	622 SOUTH	<Null>	<Null>	NASHVILLE TN	US
105111F00100CO	<Null>	SLOOP, JOI	1708 A STE	<Null>	<Null>	NASHVILLE TN	US
105111F00200CO	<Null>	STUMP, PA	1708 B STE	<Null>	<Null>	NASHVILLE TN	US
105111G00100CO	<Null>	BLASSEY, C	1706 A STE	<Null>	<Null>	NASHVILLE TN	US
105111G00200CO	<Null>	ESTEVEZ, R	1706 B STE	<Null>	<Null>	NASHVILLE TN	US
105111H00100CO	0	SUAREZ FA	1831 12TH AVE		257	NASHVILLE TN	US
105111H00200CO	0	SUAREZ FA	1831 12TH AVE		257	NASHVILLE TN	US
105111I00100CO	0	SMALLMAI	2814 12TH AVE S			NASHVILLE TN	US
105111I00200CO	0	SMALLMAI	2814 12TH AVE S			NASHVILLE TN	US
105111J00100CO	0	SCHULHAU	157 MT KEI	<Null>	<Null>	MARTINEZ CA	US
105111J00200CO	0	LANDESS, J	1811 B MA	<Null>	<Null>	NASHVILLE TN	US
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105111L00100CO	0	BYRD, LAUI	1704 A CAF	<Null>	<Null>	NASHVILLE TN	US
105111L00200CO	0	ROMANO,	1704 B CAF	<Null>	<Null>	NASHVILLE TN	US
105111M00100CO	0	RUBIN, MA	1706 A CAF	<Null>	<Null>	NASHVILLE TN	US
105111M00200CO	0	RICHARDSO	1706B CAR	<Null>	<Null>	NASHVILLE TN	US
105111M90000CO	0.15	O.I.C.1706	639 E MAIN ST			HENDERSO TN	US
105111N00100CO	<Null>	HOCHEN PI	460 CRAIGI	<Null>	<Null>	NASHVILLE TN	US
105111N00200CO	<Null>	HOCHEN PI	1808 B MARTIN ST			NASHVILLE TN	US
105111O00700CO	0	SOUTHGAT	407 HUMP	<Null>	<Null>	NASHVILLE TN	US
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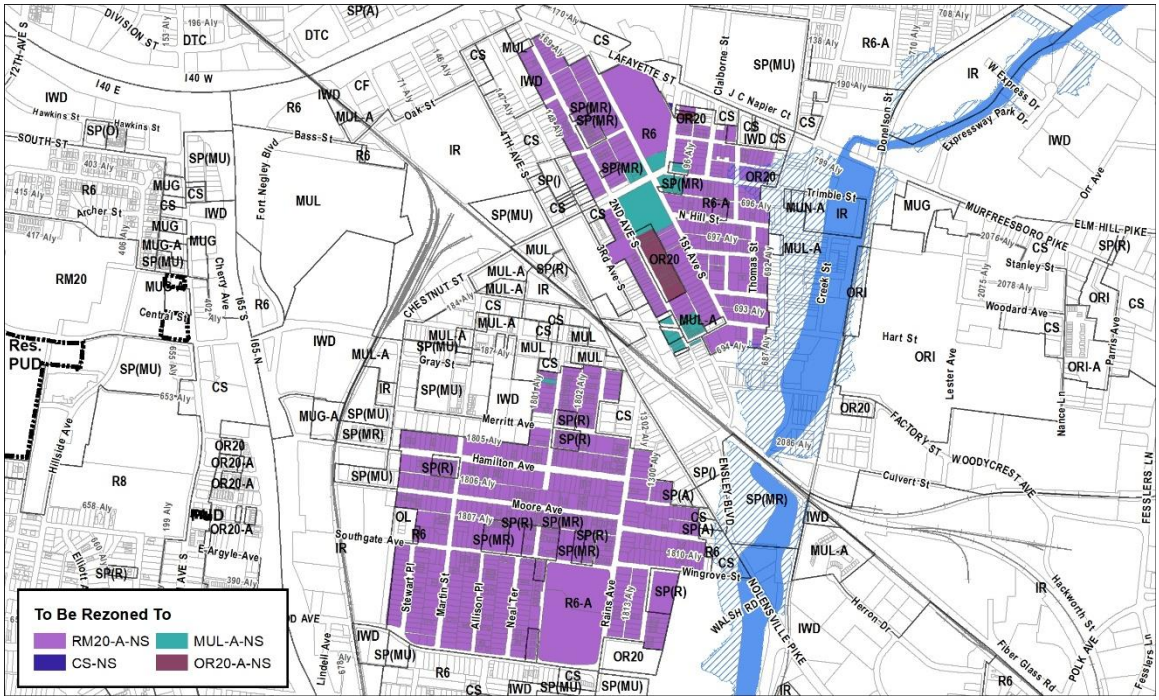
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Fee waived by Council

A request to rezone from SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), requested by Councilmember Colby Sledge, applicant; various property owners (see associated case 2021UD-001-001).



File #: BL2021-635, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), all of which is described herein (Proposal No. 2021UD-001-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on various maps of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, a corrected copy of the UDO plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 4. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

STANPAR	Owner
10503025700	ST. PATRICK CATHOLIC CHURCH
10508005400	MORNING STAR MISSIONARY BAPTIST CHURCH
10508004500	STEINHOUSE, J. T., J. W., C. L. III
10511015101	METRO GOV'T BT BACK TAX SALE
10511004800	FLAHERTY, LAURA
10507038400	MDHA
10504011300	TREVECCA NAZERENE UNIVERSITY
10504012800	HELLMER, JOSH
10504012100	SOWELL, JAMES A.
10504020000	SNEAD, AUNDRA
10503009000	MCTORRY, CHARLES
10503026900	CUNNINGHAM-BURT, JUDY
10511019800	METRO GOV'T S HAMILTON-CENTRAL
10504007800	POSEY, WILLIAM H. & SUSIE
10507036500	BENTLEY INVESTMENTS, LLC
09315032600	PRITCHARD, JOSEPH
09315032900	KENDALL, TOJUANA
10504021300	HALL, BEVERLY C.
10503009400	SPRAGENS, JOHN T. & MENEELY, CLAIRE
10504018000	FLOYD, GEORGE & OWEIDA
10511012700	HOLMAN, TRISHA L.
10504019600	MCADOO, MICHAEL Q. & FREDERICK
10508004600	STEINHOUSE, JAMES, JOHN & CLARENCE L.
10504013100	BETTY, DOUGLAS E. & LAURA R.
10511012100	NEAL, ANGELA D.
10507027300	MCNICHOLS, JORDAN & BONNIE KEARNS
10507038200	MDHA
10512000900	NASHVILLE INTOWN DEVELOPMENT CO., LLC
10511010600	LABLANC, ROGER L. & KIMBERLY D.
10503013400	GUINDI, YVETTE
10504011600	WOOD, JOHN & FLETCHER, ROBERT M
10503008700	MDHA
10503026300	FAY, MICHAEL PATRICK & BREANNA
10504001800	SHELTON, MAXINE
10504018700	Z 1, LLC & COLE, MORGAN
10507042900	STEINHOUSE, C. L. III ETAL
10507038900	MEEK, CAMERON L.
10507042800	STEINHOUSE, JOHN, JAMES & CLARENCE L.
10507032700	KELTON, JEREMY
10507042700	COHEN, DENNIS WAYNE
09315036600	METRO GOV'T S CAMERON
10511016900	TITUS, BRYAN
10511006600	SMITH, LOUIS
10511007700	DAVIS, DONNA L.
10511015400	FUQUA, ERICA M.
10508007400	HART STREET CHURCH OF CHRIST, TRS.

10507029900	WISE, STEVE N.
10511005900	KELTON ENTERPRISES, LP
10511015500	LANIER, ERIC & ERICA
10511018400	HEFFERNON, MARGARET SUSAN, TRUSTEE
10503025300	MOORE, FLORENCE H. (LE) & FERRELL, SARAH ET AL
09315032200	GAD, MEDHAT
10507026300	SMALLMAN, WILLIAM
10504001500	SANKARI, MOHAMED
10511006000	SCHRUPP, GAYLEN & BOYD, KATHLEEN J.
10507027500	WD DEVELOPMENT COMPANY, GP
10507027600	GMAT HOLDINGS, GP
10507027700	COVINGTON, JOHN M. & TONYA M.
10511016500	KOEHLER, BECCA JANE & GARY LEE
10511008500	RIDLEY, JAMES D., JR.
10508004800	STEINHOUSE, CLARENCE L., III & JOHN T. & JAMES W.
10511008300	FINEN, CHRIS M.
10503026200	COWAN, WILLADEAN
10507036700	BENTLEY INVESTMENTS, LLC
09315033500	MDHA
09315030100	MUSIC CITY DEVELOPERS, LLC
10511011800	WORDLAW, DONNEL L.
10507026200	KRABOUSANOS, MICHAEL BRYAN
10503012300	REEVES, OLEAN DORTCH
10503008600	SHILOH MISSIONARY BAPTIST CHURCH TRS.
10504004300	HUGHES, HARVATHA & SHERRON
10507013000	BASKERVILLE, ASHLEY RUTH
10507013100	BACHTA, KATE ASHBY
10511006700	ROACH, LARISSA ARNAULT & NATHAN ANDRE
10503009200	MURRAY, VIRGIL J.& ROBERTS, DELORIS B.
10511005700	MALO, ERIC N. & ALYSHA L.
10507015500	GRIMES, DEBRA
10507025700	D&J PROPERTIES OF TENNESSEE, LLC
10503025000	DOERFLER REVOCABLE LIVING TRUST, THE
10504020100	SNEAD, AUNDRA
10511006900	WILSON, BEVERLY
10507038100	FREEMAN, SPENCER
10503025100	DPH PROPERTIES, LLC
10511002900	GATTI, CARL JAMES
10504003800	SANKARI, MOHAMED & AHMED
09315037000	METRO GOV'T BT BACK TAX SALE
10503030900	JMS PROPERTY GROUP, LLC
10504018900	BOWMAN, GAYNELL READO
09315029700	JONES, DONALD A. ET UX
10511022400	83 FREIGHT
10503012900	SEAY HUBBARD METHODIST E. CHURCH
10511007300	MORRIS, WAYNE E.
10507022900	COLVIN, ALAN B. & LEE S.

10503010800	MUSIC CITY DEVELOPERS, LLC
10507042400	BEST BUILT CONSTRUCTION, INC & PARSA, HAMIDREZA
10511010300	NEW HOPE PROPERTIES, LLC
10503025500	SAINT PATRICK PARISH
10504011200	RAYMER, JAMES ARTHUR II & KENYA
10503008100	SHILOH BAPTIST CHURCH, TRS.
10511010400	HAMMOND, MICHAEL P. & CAROL A., TRS.
10511010500	HAMMOND, MICHAEL P. & CAROL A., TRS.
10504002100	MENTLOW, TONIA & WALTER, JR.
10503024900	CARPS, BRANDON MICHAEL & ERICA PAIGE
10507027400	KREYSA, KAELA
10504020200	SNEAD, AUNDRA
10504009600	HOMEOFCAPITAL LLC
09315032500	PRITCHARD, JOSEPH
10503007900	SHILOH BAPTIST CHURCH
10507021900	SMALLMAN, WILLIAM H.
10507022300	REGIONAL HOLDINGS, LLC
10503029900	BIRKHEAD, DANIEL
10507037400	HATCHER, NATHANIEL SR.
10504010600	WHITE, SAMUEL DION
10503011800	SOWELL FAMILY TRUST 2020
10503027900	GRAVETTE, TRAVIS
10503030300	MCCALL, BAXTER & MCCALL, JOHN C.
09315030600	GRENFELL, ROBERT C. JR. & HENRY, JEFFREY S. JR.
10504021500	CREAM CITY DEVELOPMENT LLC
10507025200	D & J PROPERTIES OF TENNESSEE, LLC
10504001900	AFFORDABLE HOUSING RESOURCES INC
10504004900	BUFORD, JESSICA
10511020400	RAM MEEK, LLC
09315032000	NORMAN, EDWARD & ROBERT K.
10507026100	BROOKS, WILLIAM M., JR.
10512000600	GMAT HOLDINGS, G.P.
10504001200	STARNES, EWING & DOROTHY
10503013600	THOMAS, ROY & THOMAS, ROY, JR.
10511007400	CARPENTER, JUSTIN & DANILCZYK, JESSICA
10507035000	PORTER, OSCAR C. III ET UX
10507036600	BENTLEY INVESTMENTS, LLC
10507015900	MDHA
10503012700	MDHA
10503014101	DEGERBERG, GEORGE N., III
10507028200	MDHA
10504018500	NORTHERN, THELMA H.
10503009500	HELLMER, JOSH & JENNIFER
10507030800	GMAT HOLDINGS, GP
09315029800	SCHINDLER, ANTHONY J & JENNIFER L REVOCABLE TRUST
09315029300	GREEN, FRANCES B.
10507030700	GMAT HOLDINGS, G. P.

10504001000	MUSIC CITY FINANCIAL, LLC
10507024100	COLLINS, ROBERT & GWENDOLYN ANN
10504010000	SALES, ANNIE & SALES, JOHN L., JR.
10507029200	GMAT HOLDING, G.P.
10511002300	HUGHES, HARVATHA & SHERRON D.
10507030000	KELTON, CLAY
10504008700	GREATER MT. ZION BAPTIST CHURCH, TRS.
10504010800	BONNER, DEBORAH (LE) & BONNER, HOWARD & BONNER, DON ELLIS
10507016400	GMAT HOLDINGS, GP
10503027500	PARSA, HAMIDREZA & SALIMI, JAVAD
10507025800	BROOKS, WILLIAM M., JR.
10507029700	GMAT HOLDINGS, G.P.
10511004300	CURRY, JEFFREY SCOTT
10511004400	CASE, RYAN B. & SARAH ANN H.
10511000400	ELLIOTT, THOMAS O.
10504012600	BUD PROPERTIES, LLC
10503025900	HOLT, MARY LOUISE
10511004000	SMALLMAN, WILLIAM H.
10511021800	NUGYEN, VINH TAT ET UX
10503013100	TAYLOR, JOHN M & MADELINE
10504015800	WHITEHEAD, L. SHANE
10504021200	MORNING STAR MISSIONARY BAPTIST CHURCH
10511018800	CREWS, J. C. ETUX
10511012900	KELTON, CLAY
10507014600	VICK, JONATHAN
10504013400	JAMES, NETTIE M.
10511022100	ROSEMAN, JEAN F. LIVING TRUST, THE
10504010100	CROSS, DONNA GAYLE
10511000200	RINKER, RONDA LEA
10504013200	SOWELL, JAMES A.
10511012600	BERTRAND, ANGELA
10507022400	D & J PROPERTIES OF TENNESSEE, LLC
10511003900	SMALLMAN, WILLIAM H.
10504019500	VAUGHN, ANITA
10504018800	HART STREET CHURCH OF CHRIST, TRS.
10503013900	METRO GOV'T NE POWER BOARD
10507026400	MCCURDY, CATHY N.
10511020000	HAMMOND, JEFFREY L. & AMBER E.
10507024900	BROOKS, WILLIAM M., JR.
10504010700	BOOTH, RONALD LEE III
09315032700	PRITCHARD, JOSEPH
10511022500	FEY, DARHONDA LYNN
10511011900	LYNCH-LORCA, JULIO E.
10504015700	BM BUILDERS, LLC
10511000600	HAMMOND, JEFFREY LEE
10507037100	TENNESSEE PRISON OUTREACH MINISTRY, INC.
10511018700	SMITH, ELIZABETH J., TRUSTEE

10507027100	MDHA
10507020600	DODGE, JASON
10507021600	KOON, KRIS W.
10508007600	HART STREET CHURCH OF CHRIST, TRS.
10507037300	TENNESSEE PRISON OUTREACH MINISTRY, INC.
09315029200	LEE, MARTHA ARNITA
10507012900	GOLDEN, VICKI ANN ET VIR
10503013700	BUD PROPERTIES, LLC
10503011400	LYTLE, T. C. ETUX
10504001300	GOODLOE, PAUL ETUX
09315034000	URBAN HOUSING SOLUTIONS, INC.
10511007000	NORRIS, W. C. ETUX
10504009800	HOWSE, C. B., JR.
10507029300	GOOCH, W. R. ETUX
10504019000	DAVIS, LORETTA LOUISE & DONALD LIONEL
10503012400	MUSIC CITY DEVELOPERS, LLC
10511000700	CHEN, ANNIE
10507037000	TENNESSEE PRISON OUTREACH MINISTRY, INC.
10504013500	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10504013600	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10507037500	HATCHER, NATHANIEL SR.
10507016700	BURROW, GEORGE ET UX
10507016800	WALKER, MELVIN ELMO III & BRITTANY L.
10504018200	POSEY, WILLIAM H. & SUSIE J.
10507022100	JENKINS, DONALD S.
09315037300	BAHUR, JAMIL & SALEH, HAMIED
09315030500	GLADYS, LLC
10507014500	VICK, JONATHAN
09315030300	MUSIC CITY DEVELOPERS, LLC
10511005300	PATY CONSTRUCTION, LLC
10511005600	PADRE PIO PROPERTIES LLC
10507039200	DILKS, ED & SHANNON
10507037900	BENNETT, LEWIS A. ETUX
10511004500	MITCHELL, CALEB & LESTER, LAURA
10511003300	FERRIS, CLIFFORD M. III
10511011000	JACKSON, MARY
10511003800	WINGROVE HEIGHTS 18, GP
10511004900	BLUEGRASS CAPITAL GROUP, LLC
10511005000	409 MOORE LLC
10507039100	GAYE, SHARON J.
09315032100	MUSIC CITY DEVELOPERS, LLC
10507038600	MCKINNEY, MATTHEW
10508024400	BASS, LUCILE WM. & BASS-SHELTON, MELATON
10503030800	SHARMA, PARMESH
10511004700	GMAT HOLDINGS, GP
10511006200	HODGES, ASHLEY ELIZABETH & DAWES, ANDREW PHILIP
10504019700	KOZIOL, JUSTIN

10511007100	MCKENZIE, CLARE BURNETT
10504010300	HENDERSON, JASMIN E.
10503032300	JACKSON, MARK A.
10504016500	BARKLEY, CHRISTOPHER A. & SALLY A.
10507021100	TRUMP, IVEYLEE BECK & CHRISTOPHER WADE
10507021200	BARCLAY, ADRIENNE & ROBERT
10511005200	MCDANIELS, SANDRA A.
10504012700	HANKINS, CHOUNESSEY M.
10511006100	SUAREZ FAMILY HOLDINGS, LLC
10511000900	HENDRIX, KIM SCOTT
10507034700	FERDOWSI, BIJAN
10507031900	HILLCREST COMMUNITY CHURCH
10507032000	HILLCREST COMMUNITY CHURCH
10504011900	GILDER, KATHLEEN
10507038700	MAGI GROUP, LLC
10507038800	NAMVAR, VAHID
10503009100	PERRY, WILLIE & SCRUGGS, ALLIE ET AL
10504010200	JACKSON, ANDREW LEE, JR.
10503012500	MUSIC CITY DEVELOPERS, LLC
10507037600	TENNESSEE PRISON OUTREACH MINISTRY, INC
09315029500	KOVACH, STEVE, IV
10507024200	BURDOCK, LAUREN & PHILLIPS, DONALD
10511008400	LUCKETT, MARY ANNE
10503012800	HOLBERT, FRANK
09315029900	MDHA
10511007600	MARTIN, RUSSELL C.
10511010700	VERHAMME, INGRID M.
10507012700	HALIM, RAMZI
10511013800	SMALLMAN, WILLIAM H.
10511016000	BRADSHAW, BEN A. ET UX
10511018200	ROSEMAN, JEAN F. LIVING TRUST, THE
10504014500	21 A SHEPARD ST TRUST
10504014600	GIARDINA, JACQUELYN M.
10503025200	TN REAL ESTATE NOW, LLC
10507025400	GMAT HOLDINGS, G.P.
10503026600	CLEARWATER PROPERTIES, LLC
10507019900	GHORBANI, MEYSAM
10507019300	WATKINS, SAMUEL H., JR. ET UX
10507022000	FAGEN, KENTON HEATH
10511015900	GMAT HOLDINGS, GP
10511006800	SCHEELE, CHRISTOPHER GRANT
10504021000	MORNING STAR MISSIONARY BAPTIST CHURCH
10503028000	HART TO HEART DAY CARE LEARNING CNT, INC
10511013000	OWSLEY, CYNTHIA D.
10504013900	MAYS, SHAWNDA R. REVOCABLE LIVING TRUST
10512000700	D & J PROPERTIES OF TENNESSEE, LLC
10507032200	HILLCREST COMMUNITY CHURCH

10511014100	SUAREZ FAMILY HOLDINGS, LLC
10511017000	RUSSELL, LLOYD O., JR.
09315033900	MDHA
10507020800	OPERATION STAND DOWN NASHVILLE
10507020900	EWING, ANTHONY
10504013000	DUNLAP, DANNY
10511008000	STINSON, LAURA M.
10503026100	HAMILTON, ANNETTE F
10507026000	BROOKS, WILLIAM M., JR.
10507014800	BROOKS, WILLIAM M., JR.
10503027700	GREEN, CLARENCE E.& JAMES O. ET AL
10503026500	WHITE, JASON S. & VIRGINIA L.
10504016400	TOWNLEY, WILLIAM, III
09315034500	NUCK AND BEAL, LLC
09315034600	NUCK AND BEAL, LLC
09315037500	CMC DEVELOPMENT, LLC
10504001600	SANKARI, MOHAMED
10504019100	ISMAIL, QANI
10503014100	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10507028500	GMAT HOLDINGS, G.P.
10504015500	FLOYD, GEORGE L. AND OWELDA
10511001000	ALEXANDRU, GEORGE
09315031900	ESLAMI, HASSAN & AMY AREZO
10507040000	ELJAY ENTERPRISES, LLC ET AL
10511010200	KELTON ENTERPRISES, L.P.
10504015000	FLOYD, GEORGE LEE ETUX
10511020100	KELTON, CLAY & REBECCA
10504001400	SPARKMAN, AARON
10511015100	WARREN, MARILYN
10504011500	LEANNA, SHANE
10511014200	SUAREZ FAMILY HOLDINGS, LLC
10511017100	GOOCH, WILLIAM R. ETUX
10507037800	NGUYEN, THANH VAN
10508005000	FRIERSON,J.W.CH.,OF CHRIST DEV.FDN.
10508005100	FRIERSON,J.W.CH.,OF CHRIST DEV.FDN.
10508004700	STEINHOUSE, CLARENCE L. III, & JOHN T., & JAMES W.
10504014400	SEGOVIANO, LUIS A.
10503008800	MDHA
10511008800	GRIGSBY, PAUL
10503026400	FAY, MICHAEL PATRICK
10504008300	VAUGHT, JOSEFINE
10504001100	WOODBINE COMMUNITY ORGANIZATION
10507019200	MCDONALD, JOE D.
10511008100	HAFERMAN, ANNA
10511002400	HUGHES, HARVATHA ET UX
10507036300	BARRETT, M. LEE, JR.
10507023000	KELTON ENTERPRISES, LP

10511012000	SALTER, SUZANNE L.
10507029000	D & J PROPERTIES OF TENNESSEE, LLC
10507029100	D & J PROPERTIES OF TENNESSEE, LLC
10503012100	COBBINS, SYLVIA
10504002000	NASH, JONATHAN EDWARDS & SUSIE PHADKE
10507036200	ARC PROPERTIES, G.P.
10504004000	PETTIGREW, NINA RHEA
10511001600	SOUTHGATE PARTNERS, LLC
10503013800	SPARKMAN, AARON L.
10507022500	BROOKS, WILLIAM M., JR.
10504012300	HALL, BEVERLY C.
10507025900	BROOKS, WILLIAM M., JR.
10507022700	BROOKS, WILLIAM M., JR.
10511003400	WIMBERLEY, VIRGINIA & JOSH
10511001200	MCCUTCHAN, MATT & REBECCA
09315029400	KOVACH, STEVE, IV
10507024500	KLEIN, BARBARA C.
10511021600	GOOCH, CAROLYN E.
10503030600	MT. PISGAH MISSIONARY BAPTIST CH., TRS.
10511007800	BARRETT, M. LEE, JR.
10507042500	SALIMI, JAVAD
10504021100	MORNING STAR MISSIONARY BAPTIST CHURCH
10504019400	VAUGHN, ANITA
10507015000	BROOKS, WILLIAM M., JR.
10503032600	POSEY, WILLIAM H. ET UX
10512000400	AL-MAHDI ISLAMIC CENTER
10511001100	WILSON, BEVERLY
10511016200	SUAREZ FAMILY HOLDINGS, LLC
10511007200	LAOS, IRVING & SARAH
10507026600	DAILY, PATRICIA JOSEPHINE, TRUSTEE
10507026700	BUCKNER, MARY CAIN
09315033000	SCHLANGER, MELVIN P.
09315037600	SCHLANGER, MELVIN P.
10503031000	SOWELL, JOHN N. & MATTIE L.
10511012400	KELTON ENTERPRISES, LP
10503014000	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503031001	TRIM, JOHN
10504010500	NASHVILLE INTOWN DEVELOPMENT CO., LLC
10511010000	ANDREWS, DIANA JOY
09315030700	ZIMMERMAN, JAMES & KRISTIE A & KLEIN & JOHN & SANDRA
10511015000	SUAREZ FAMILY HOLDINGS, LLC
10511022900	CASTRO, JANETTE & OAKS, JOHN
10507028300	GMAT HOLDINGS, G.P.
10511016800	WILSON, BEVERLY H. & ADAMSON, ROGER
10511014300	HEGGIE, KRISTEN M.
10503030000	URBAN HOUSING SOLUTIONS, INC.
10507022800	PETERSON, WHITNEY

10511002500	ARC PROPERTIES, G.P.
10507032800	FROHOCK, KYLE & TESSA
10507032500	SMALLMAN, WILLIAM
09315034100	URBAN HOUSING SOLUTIONS, INC.
10504010900	POUNCEY, JILL WALLIS
09315034700	NUCK & BEAL, LLC
10507039600	BELLEFANT, PRESTON T. ET UX
10507039700	BELLEFANT, PRESTON T. ET UX
10507021400	MAYBERRY, GERALDINE
09315034200	MDHA
09315037700	MDHA
10511003700	WISE, STEVE
10511019400	JENKINS, PAUL
10511019500	JENKINS, PAUL
10507030400	BAINBRIDGE, CANDI MICHELLE & KENNEDY, MARY MILES
10507027000	GMAT HOLDINGS, GP
10511014000	HEDGES, JAMES
10503008400	MASON, ALMA JEAN & ALMA JOYCE & ANGELO & WALKER, AUDREY M.
10507031800	JONES, INETA B.
10511021900	MASON, ELIZABETH GRACE & LITTRELL, JAMES AUSTIN
10511007900	RICHARD, JOE J.
10511015700	FAVORITE, DARIN LEE & BASGALL, HEIDI AMANDA
10504020900	REYNA, HUMBERTO
10503025800	GOO REVOCABLE LIVING TRUST
10503027300	COUCH, JANIE MAE
10507048500	WISE , STEVE N.
10511015300	PEAY, JOHN R. ETUX
10504000800	SPARKMAN, AARON L.
10511004100	438 WINGROVE, GP
10507031600	OLIVER, BRENDEN DAVID
10507036400	GMAT HOLDINGS, G.P.
10511008900	KELTON, JEREMY
10511018600	JACKSON, OLIVER LEROY, JR. ET UX
10507030500	HARRIS, LINDSEY M.
10507031700	BODDEN, BALEY
10511006400	HILL, MARY JEAN & JOSEPH R. ET AL
10507026500	BROWN, SANDRA & EDMOND E.
10507023100	LOWE, HALMON W. ET UX
10503007800	SHILOH MISSIONARY BAPTIST CHURCH
10511000800	BROWN, RAMSAY
10511006500	SUAREZ FAMILY HOLDINGS, LLC
10511012300	HOPKINS, JEROME EVERETT ET UX
10511015600	WHITE, BETTY J.
10504004400	FUENTES-MOLINA, JAEL & TORRES-RODRIGUEZ, RUBEN
10503012200	SEAY-HUBBARD UNITED METH. CHURCH TRS
10503026800	PHILLIPS, KATHRYN H.
10503026700	GAMI PARTNERS, GP

10507027800	GMAT HOLDINGS, GP
10504019800	SNEAD, AUNDRA
10504000900	LAFAYETTE MARKET, INC.
10511006300	NEELY, MARVIN E. & GAIL H.
10507028400	GMAT HOLDINGS, G.P.
10511003500	SNEED, HENRY CLAY
10504016600	GIAMMARELLA, BONNIE
10504015300	FLOYD, JONI L.
10511005500	RYANS, NANCY
10507016300	GMAT HOLDINGS, GP
10511014600	WILSON, BEVERLY
10511003600	HAMBRICK, RONALD W. & BRENDA
10511004200	HALL, HAZEL LINDA(LE)& DANNY EARL
10504014200	15 SHEPARD STREET, LLC
10503032200	GREENE, JADE & JONI M
10504012000	SOWELL, JAMES A.
10512000800	HYBRID BUILDERS LLC
09315030200	MUSIC CITY DEVELOPERS, LLC
10511009100	MODERN REMAINS DEVELOPMENT
10503027400	REFRESHCO, LLC
10503027800	REFRESHCO, LLC
10504015600	SOWELL, JAMES ALONZO
10511022000	FRYE, YOLANDER W.
10504004100	SAVITSKY, RYAN NOLAN & RICHARD
10504015200	HAMIDY, SAEID
10504021400	MORNING STAR MISSIONARY BAPTIST CHURCH
10507016500	GMAT HOLDINGS, GP
10507037700	MORROW, DEBRA A.
10503030700	WENER, STEVEN & BENDER, JACOB
10504000200	SPARKMAN, AARON L.
10504013300	MOTE, GRAHAM DAVID & KRAFT, LYNETTE MAE
10511009300	WEHO DEVELOPMENT GROUP, GP
10511012200	TUNE, KELLEY
10511005100	TRAN, NGHI LE & MAI, SACH THI
10508000100	FLOYD, GEORGE L.
10504018400	FLOYD, GEORGE L.
10503030200	JAC INVESTMENT HOMES LLC
10504008100	AL-SORAIFY, ALI
10511005800	KELTON, JEREMY
10511007500	FUQUA, SHERRY L.
10504008200	AL-SORAIFY, ALI
10507039800	JACKSON, WANDA STRAIN ET AL
10511016700	STONE, JEFFREY DAVID
10507039500	KLURFELD, MICHAEL ERIC & LESLIE VERONICA
10504007900	MOHAMMED, SAID
10507029500	GMAT HOLDINGS, G.P.
10507030600	ROBINSON, MELVIN L. ETUX

10503027000	CENTRAL COAST PROPERTIES, LLC
10511009700	BAKER, JOHN WILLIE ETUX
10511013100	BABER, MARY J. MRS.
09315033800	COX, JACKIE
10511030200	HARLAN, CHARLES ETUX
10511030300	JENNINGS, LEON & DOMETRA L.
10511030400	CHRISTIAN, PEGGY & MARK
10511030500	WHITTAKER, MATTIE P.
10511030600	SUAREZ FAMILY HOLDINGS, LLC
10511030700	MCCARROLL, JOYCE
10503013500	CUMBERLAND ADVISORY GROUP LLC
10504019200	JONES, SHANE W.
09315034300	NUCK & BEAL, LLC
10511017200	ADAMSON, ROGER L. & WILSON, BEVERLY
10511016300	MARKEN, ROBERT & THORNTON, RANDY
10503027100	CENTRAL COAST PROPERTIES, LLC
10507029400	GMAT HOLDINGS, G.P.
10504002200	DENNING, DEBBIE
10507030200	CONNOLLY, JOHN & KELLY
10512000500	WILLIAM R. MCCARTY, JR. LIVING TRUST
09315032800	CUMBERLAND ADVISORY GROUP, LLC
10503009300	DATUM 9 DEVELOPMENT, LLC
10511009900	FARREN, NICHOLAS & CHRIS
10504013700	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10503011900	HEWITT, BREEAN
10503032400	MORNING STAR MISSIONARY BAPTIST CHURCH
10511000300	RINKER, RONDA LEA
10504020800	MORNINGSTAR BAPTIST CHURCH
10507036800	KING, JEFFREY C. & TAMMY R.
10511016600	BATTS, YVONNE M.
10511020500	D&G DEVELOPMENT 33, GP
10511020600	D&G DEVELOPMENT 33, GP
10511020700	SMALLMAN, WILLIAM
10511020800	SMALLMAN, WILLIAM H.
10511020900	SMALLMAN, WILLIAM H.
10511021000	SMALLMAN, WILLIAM H.
10511021100	SMALLMAN, WILLIAM H.
10511021200	SMALLMAN, WILLIAM H.
10511021300	SMALLMAN, WILLIAM H.
10511021400	SMALLMAN, WILLIAM H.
10504019900	SNEAD, AUNDRA
09315031800	SCALISE, JUSTIN THOMAS & SHEILDS, ANGELA DELIGHT
10507015200	HARVEY, HANNAH L.
10511021500	LEE, VATER L.
10511009800	E & K LUSKY REVOCABLE LIVING TRUST
10504014700	URBAN HOUSING SOLUTIONS, INC.
10507029600	BROOKS, WILLIAM M.,SR.& WM. M.,JR.

10511010900	KELTON, CLAY N. & REBECCA P.
10508004900	MORNING STAR MISSIONARY BAPTIST CHURCH
10511012500	CURLL, PATRICIA W. & ANGELA RENE
10511009400	VANHOOSER, JOE KENNETH JR. & FISHKIN, ANDREA ISIDORA
10511000500	YOCHUM, MICHELLE COX
10511013200	PERKINS, CLARENCE R. ETUX
10504014701	URBAN HOUSING SOLUTIONS, INC.
10504014800	URBAN HOUSING SOLUTIONS, INC.
10504015900	SAMUELS, DEXTER & DAVIS-SAMUELS, IVANETTA
10503008900	CREAM CITY DEVELOPMENT, LLC
10511009600	1709 MARTIN STREET TRUST
10508007700	STEINHOUSE, J. T., JAMES & C. L. III
09315037400	CMC DEVELOPMENT, LLC
10503027200	CENTRAL COAST PROPERTIES, LLC
09315032300	PRITCHARD, JOSEPH
10503025600	SAINT PATRICK PARISH
10504019300	MAKARUCHA, MAGDALENA S.
09315029600	KOVACH, STEVE, IV
10511014900	MCCLOUD, BRYCE
10511011300	MDHA
10504011800	HAMM, GEOFFREY E
10511015800	LOPEZ, JESUS
10507028000	FRASURE, KENNETH W.
09315029100	CUMBERLAND ADVISORY GROUP
10507023800	YOUNGBLOOD, TONY
10503010900	MUSIC CITY DEVELOPERS, LLC
10507015600	K & G RENTALS, LLC
10511013500	OPERATION STAND DOWN NASHVILLE, INC.
10507016600	MASLOV, DAN B. & VALENTINA
10508023900	GMAT HOLDINGS, GP
10504018300	CHINETTI, PAUL MICHAEL
10511019900	BREAL, GREGORY P JR & GREGORY P SR
10511002600	ARC PROPERTIES, G.P.
10503025400	DEATON, LAURIE B.
10504009700	OLIVER, SUSAN & KIMBERLY & RICK
10511013600	SMALLMAN, WILLIAM H.
10511016100	SUAREZ FAMILY HOLDINGS, LLC
10507032600	1611 MARTIN ST. PARTNERS, GP
09315034400	NUCK & BEAL, LLC
09315033300	2ND AVENUE PROPERTIES, LLC
10504018100	KARR, BERNICE M.
10511016400	AUTENRIETH-WILLIAMS FAMILY LTD.PTNRSHIP.
10503032500	MCCALL, BAXTER & MCCALL, JOHN CALVIN
10511011200	KENNER, CHANDRA D.
10503030100	POTTS & KELLEY PROPERTIES
10511010800	BAKER, MACKENZIE
10507049100	MDHA

09315038000	MDHA
10507049200	MDHA
10504039000	PARKS, RHONDA A.
09315038300	PHILLIPS, NIKKI
09315038400	WILSON, KENNETH M. ET UX
09315038500	BROWNLOW, SHIVONA LYNN
09315038600	SAOUD, JOSEPH & ISABEL CRISTINA
10507049800	ARC PROPERTIES, G.P.
10507049900	FITE, WILLIAM K. ET UX
10511031100	MDHA
10503034100	CRAWFORD, CONSTANCE
10503034200	SMITH, HENRY J. ET UX
10503034300	WILLIAMS, TANYA L.
10503034400	ZAHRIR, HAMID
10503034500	FEENEY, MICHAEL GRAHAM & COLE, DAVIS CHRISTOPHER
10507050000	ESMOND, TERRY & MURPHY, LINDA
10507050100	THOMAS, KWANE & AVA
10507050200	BRECKENRIDGE PROPERTY FUND 2016, LLC
10511031200	WDCN PUBLIC TELEVISION CORP.
10504039500	WOOD, JOHN & FLETCHER, ROBERT M
10504039600	MORNINGSTAR BAPTIST CHURCH
10507050400	CLOUSE, CATHERYNE G.
093150A00100CO	DAVIDSON, JOSEPH G.
093150A00200CO	MURDOCK, MICHAEL K. & CAROL A.
093150A00300CO	O.I.C. HOMEOWNERS ASSOC. CHESTNUT HILL PROPERTIES
093150B00100CO	ESTATE OF DAVID PRITCHARD C/O SUSAN PRITCHARD
093150B00200CO	ESTATE OF DAVID PRITCHARD C/O SUSAN PRITCHARD
093150B90000CO	O.I.C. CHESNUT HILL PROPERTIES II
105030A00100CO	GOLDWIRE, ROBERT
105030A00200CO	ATKINS, MORGAN KATHLEEN
105030A90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030B00100CO	RAYMER, JAMES A.
105030B00200CO	MIHAILOV, ELROY L.
105030B90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030C00100CO	MURPHY, MYLES H. & CARRIE L.
105030C00200CO	MARSHALL, AUSTIN LEE
105030C90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030A00300CO	PATTERSON, JAMES MATTHEW
105030A00400CO	TOM, AMELIAH J
105030A90200CO	O.I.C. 1072 SOUTHVIEW ON SECOND
105030A90100CO	O.I.C. 1070 SOUTHVIEW ON SECOND
105030A00500CO	JACOBS, BRANDI J.
105030A00600CO	TALLEY, TERRY L.
105030B00300CO	STRAUB, PETER S.
105030B90100CO	O.I.C. 1074 SOUTHVIEW ON SECOND TOWNHOMES
105070A00100CO	SHARP, EVAN RICHARD
105070A00200CO	SCHALMO, GARY

105070A90000CO O.I.C. 1306 PILLOW STREET TOWN HOMES
105110B00100CO COOK, NICHOLAS RYAN
105110B00200CO ARNOLD, KAHLIL
105110B90000CO O.I.C. 5OO SOUTHGATE TOWNHOMES
105070B00100CO QUINN, GEORGE ANDREW & FLYNN, TATUM
105070B00200CO OLCOTT, TAYLOR A.
105070B90000CO O.I.C. 615 HAMILTON TOWNHOMES
105070C00100CO FIVE TWENTY SIX HAMILTON AVE., LLC
105070C00200CO KIM, CHARLES LEE & CHOO, ANNIE YEONJOO
105040A00100CO BURT, DANIEL J. & AMANDA L.
105040A00200CO CORLEW, JOSHUA
105040A00300CO FLEMMING, TAYLOR & LAURA
105040A00400CO ADKINS, JASON & STEPHANI
105040A90000CO O.I.C. GARDEN STREET HOMES
105110C00100CO YI, HO WON
105110C00200CO WALLS, REBECCA L.
105110C00300CO BENSON, LEVI & MOORE, MICHAEL
105110C00400CO CASEY, ROBERT J. & LINDSAY B.
105110C00500CO 1696 CARVELL, LLC
105110C90000CO O.I.C. SOUTHGATE TOWHOMES
105030E00100CO HOLLINGSWORTH, BRADFORD J.
105030E00200CO HEWITT, BREEAN
105030E00300CO JONES, JOHN P. & KATE L.
105030E00400CO PROCINO, MICHAEL ROY
105030E00500CO MCFADDEN, KENNETH, JR.
105030E00600CO GRAFF, JAMES D
105030E00700CO HOLLOWAY, ANTHONY JAMES
105030E00800CO GARRETT, SAMANTHA E
105030E90000CO O.I.C. LOFTS AT SOUTHVIEW
105030E90100CO O.I.C. LOFTS AT SOUTHVIEW
105070F00100CO MILES, MICHAEL
105070F00200CO THOMPSON, PHILIP
105070F90000CO O.I.C. 540 MOORE AVENUE TOWNHOMES
105070D00100CO EQUITY TRUST COMPANY CUSTIODIAN FBO STEPHEN EVERARD IRA
105070D00200CO NEWTON, MATTHEW JAMES
105070D90000CO O.I.C. 1310 PILLOW STREET TOWNHOMES
105070E00100CO HANNAH, MORGAN
105070E00200CO BICK, CARSTEN
105070E90000CO O.I.C. 1312 PILLOW STREET TOWNHOMES
105110D00100CO WOLCOTT, MAYRA L.
105110D00200CO SILVESTRO, MARK EDWARD
105110D00300CO JACOBS, BRADLEY & JOSEPH F
105110D00400CO SHELL, JAMES WALKER
105110D00500CO ELDRIDGE, NATASHA
105110D00600CO PANKHANIA, PUNEET
105110D00700CO BRYANT, ETHAN T
105110D00800CO DAVIS, ASHLEY

105110D00900CO SAN MARTIN, SILVIA & STRANGE, DAREN C.
105110D90000CO O.I.C. 502 SOUTHGATE TOWNHOMES
105070G00100CO GRIFFIN, PERRY & STONE, HALEY
105070G00200CO GRAY, EMILY J.
105070G90000CO O.I.C HOMES AT 1314 PILLOW STREET
105110F00100CO LATHAM, BRITT K. & AIMEE
105110F00200CO 517B SOUTHGATE AVENUE, LLC
105110F90000CO O.I.C. 517 SOUTHGATE AVENUE TOWNHOMES
105110E00100CO TRISARNSRI, DUANG NATE
105110E00200CO GMAT HOLDINGS, GP
105110E90000CO O.I.C. 156 RAINS AVENUE TOWNHOMES
105070I00100CO AUVENSHINE, EMERSON
105070I00200CO CARDEN, NATHANIEL
105070I90000CO O.I.C. HOMES AT 619 MOORE AVENUE
105070J00100CO FLEMING, CHRISTOPHER
105070J00200CO HAUMSCHILT, BRANDON D.
105070J90000CO O.I.C. HOMES AT 621 MOORE AVENUE
105070K00100CO DOUGLAS, RHETT & CAROLINE
105070K00200CO DAWSON, JOSHUA
105070K90000CO O.I.C. PILLOW STREET TOWNHOMES
105110G00100CO GARDNER, CHRISTOPHER
105110G00200CO BIERLEIN, SPENCER & FORREST, LAUREN
105110G90000CO O.I.C. 155 RAINS AVENUE TOWNHOMES
105070L00100CO CLICK, LAURA & HENRY
105070L00200CO BECKER, NATHALIE DOVE TRUST
105070L90000CO O.I.C. 542 HAMILTON AVENUE HOMES
105070M00100CO SUKOWATEY, LENA
105070M00200CO THREESEAS HOUSING LLC
105070M90000CO O.I.C. 606 MOORE AVENUE TOWNHOMES
105030F00100CO TOWNSEND, STEVEN D. & LATOYA
105030F00200CO NOCK, BRIAN
105030F90000CO O.I.C. 1106 2ND AVENUE SOUTH TOWNHOMES
105030G00100CO NOCK, BRIAN
105030G00200CO WRIGHT, ALYSSA M. & ALEXANDER W.
105030G90000CO O.I.C. 1104 2ND AVENUE SOUTH TOWNHOMES
105070R00100CO MILNER, ALICE MEGAN & DEREK
105070R00200CO SPENCE, SARA DANIELLE
105070R90000CO O.I.C. MOORE AVENUE COMMONS
105070P00100CO MICKLUS, WENDY P.
105070P00200CO TOTTY, DEREK & ELIZABETH
105070P90000CO O.I.C. 1313 LITTLE HAMILTON COTTAGES
105070S00100CO STOKELY, ROBERT & ZIMMERMAN, GRACE
105070S00200CO MATHEWS, JEFFREY W.
105070S90000CO O.I.C. 505 MOORE AVENUE TOWNHOMES
105070Q00100CO BAZANOS, ELENA
105070Q00200CO ULRICH, BRADLEY T.
105070Q90000CO O.I.C. 1316 PILLOW COTTAGES

105070T00100CO	DEAN, ERIKA DANIELLE
105070T00200CO	HARTLEY, TODD J. & LAURA R.
105070T90000CO	O.I.C. HOMES AT 538 MOORE AVENUE
105030I00100CO	WILL, ADAM
105030I00200CO	ZUKER, CLARK
105030I00300CO	URBAN DWELL HOMES, G. P.
105030I00400CO	URBAN DWELL HOMES, G. P.
105030I00500CO	HARDESTY, SCOTT & WILLIAM
105030I00600CO	CONNOR, LESLIE ANN & POWERS, VERNON KEITH
105030I90000CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
105030I90100CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
105030I90200CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
10504039900	GALBRAITH, WILLIAM & ADRIENNE J
105070U00100CO	BACON, J. RICHARD
105070U00200CO	RUEGER, LINDSEY
105070U90000CO	O.I.C. 1319 PILLOW STREET TOWNHOMES
105070V00100CO	WHITE, RICHARD Y. & DIANNE S.
105070V00200CO	PELTIER, PETER J. & HARGRAVES, RYAN P.
105070V90000CO	O.I.C. 1405 PILLOW STREET TOWNHOMES
105070W00100CO	MILLS, JAMES B., JR.
105070W00200CO	GROME, NICHOLAS & REBECCA
105070W90000CO	O.I.C. 509 MOORE AVENUE TOWNHOMES
105070X00100CO	MASKAS, STEPHANIE D.
105070X00200CO	HOLMES, ANGELA C.
105070X90000CO	O.I.C. 507 MOORE AVENUE TOWNHOMES
105074B00100CO	LANNING, JONATHAN A. & BETTY C.
105074B00200CO	LANNING, JONATHAN A.
105074B90000CO	O.I.C. 513 MOORE AVENUE TOWNHOMES
105070Y00100CO	SMOLINSKI, CHAD
105070Y00200CO	ATHANASULEAS, ANDREA
105110I00100CO	JENKINS, DONALD
105110I00200CO	MARTIN, DAVID A. & TONI M.
105110I90000CO	O.I.C. HOMES ON NEAL TERRACE
105074A00100CO	VAUCHER, JORY RUSSELL
105074A00200CO	MCLEOD, MARK & NICOLE
105074A90000CO	O.I.C. THE HOMES AT 121 AND 123 RAINS AVENUE
105070Z00100CO	FISCHER, WHITNEY P
105070Z00200CO	CUPUTO, ABIGAIL HARDEE
105070Z90000CO	O.I.C. 1307 LITTLE HAMILTON AVENUE TOWNHOMES
105072A00100CO	OPALINE VERITABLE, LLC
105072A00200CO	BOWE, REGINA NICOLE
105072A90000CO	O.I.C. 1305 PILLOW STREET TOWNHOMES
105110J00100CO	MAP GENERAL PARTNERSHIP
105110J00200CO	BRENIZE, TAYLOR & RANDY L. & PAMELA J.
105110J90000CO	O.I.C. 1707 ALLISON PLACE COTTAGES
105110L00100CO	BACKHOFF, MICHAEL L.
105110L00200CO	BACKHOFF, MICHAEL L.

105110L90000CO	O.I.C. 1810 NEAL TERRACE TOWNHOMES
105110K00100CO	HCC TRUST
105110K00200CO	FISCHETTE, ROBIN
105110K90000CO	O.I.C. THE COTTAGES OF RAINS AVENUE
093150C00100CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00200CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00300CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00400CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00500CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00600CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00700CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00800CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00900CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C01000CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C90000CO	MODERN COTTAGES AT SOUTHVIEW HOA, INC
105030J00100CO	ROBERTS, GARY A. & DIANA R.
105030J00200CO	HELLER, LAURIE
105030J90000CO	O.I.C. 1268 2ND AVENUE SOUTH TOWNHOMES
105110M00100CO	YU, JEOM YONG & MI JUNG
105110M00200CO	URBAN DWELL HOMES, G. P.
105110M00300CO	WRIGHT, MINDY R.
105110M00400CO	NANCE, JOHN R. JR.
105110M90000CO	O.I.C. 428 WINGROVE AVENUE TOWNHOMES
105110M90100CO	O.I.C. 428 WINDGROVE AVENUE TOWHNHOMES
105110N00100CO	MACKIE, CAMEE L & JEFFREY D
105110N00200CO	CAPEHART, DEMARCUS
105110N90000CO	O.I.C. 1703 ALLISON PLACE TOWNHOMES
105110O00100CO	MASSEY, WILLIAM J. & KELLY W.
105110O00200CO	CESARONE, MEGAN & TIMMONS, TRENTON
105110O90000CO	O.I.C. 1701 ALLISON PLACE TOWNHOMES AM
105074C00100CO	BOWLING, MATTHEW
105074C00200CO	MILLS, ADAM J.
105074C90000CO	O.I.C. 503 MOORE AVENUE TOWNHOMES
105074D00100CO	BAXTER, JOSHUA & BYRNSIDE, BRYAN
105074D00200CO	YATES, KYLE & AMBER
105074D90000CO	O.I.C. HOMES AT 506 & 504 HAMILTON
105074E00100CO	MOORE, LAURA T. & PAUL B., SR.
105074E00200CO	MILLER, JONH B.
105074E90000CO	O.I.C. HOMES AT 501 MOORE AVENUE
105073A00100CO	BOWEN, CARA ASHLEY
105073A00200CO	MARGOLIS, ROBERT W. REVOCABLE TRUST
105073A90000CO	O.I.C. 534 MOORE COTTAGES
105110P00100CO	DELL, CORY L. & READ, PATRICK S.
105110P00200CO	DAVIS, ROSS PIERSON & MISTY SHAN
105110P00300CO	ZVEZDA 2, LLC
105110P00400CO	ZVEZDA 2, LLC
105110P00500CO	DERCK, ELIZABETH ANN

105110P00600CO	PAINTER, ALEX & DICKMANN, STEVEN
105110P00700CO	ROUHANI-FARD, KHALIL & MARYAM
105110P00800CO	PEARSON, MICHAEL RHETT & SARABIA, STEPHEN RENE
105110P90000CO	O.I.C. WEDGEWOOD CARVELL TOWNHOMES
105073B00100CO	KLURFELD, MICHAEL ERIC & LESLIE VERONICA
105073B00200CO	JANAN, BRENT
105073B90000CO	O.I.C. THE COTTAGES AT 547 HAMILTON ROAD
105073C00100CO	MUGNANO, ELIZABETH B. RODGERS
105073C00200CO	GEBHARDT, REBECCA
105073C90000CO	O.I.C. THE COTTAGES AT 557 HAMILTON ROAD
10504040200	SANDERFUR, CHARLES L. & DEBORAH R.
10507052500	GMAT HOLDINGS, GP
105074F00100CO	MCCAMEY, GEORGE MARSHALL & CARROLL, ALYSSA J.
105074F00200CO	YOUNG, WILLIAM RYAN
105074F90000CO	O.I.C. 513 HAMILTON AVENUE COMMONS
10503035400	HART TO HEART DAY CARE LEARNING CTR.,INC
105072B00100CO	WANGN, KEVIN
105072B00200CO	DIEDRICH, JONATHAN V.
105072B90000CO	O.I.C. 1305 C PILLOW STREET TOWNHOMES
105040C00100CO	MADDEN, HELEN R. & WILLIAM R.
105040C00200CO	MADDEN, JAMES R. & HELEN G.
105040C90000CO	O.I.C. 13 NORTH HILL STREET TOWNHOMES
105072C00100CO	LIGHTSTONE, JOHN T. & STEPHEN A.
105072C00200CO	KHAN, CHERYL
105072C90000CO	O.I.C. WINTERHEAD TOWNHOMES
105072F00100CO	RUFF, JONATHAN MARC & BECK-RUFF, CHERYL KAY
105072F00200CO	BEAR, RYAN C & RASCHE, ADRIANNE E
105072F90000CO	O.I.C. HOMES AT 1311 LITTLE HAMILTON
105072D00100CO	HELLAND, PATRICIA
105072D00200CO	LUKE, PATRICK K
105072D90000CO	O.I.C. 1319 LITTLE HAMILTON AVENUE TOWNHOMES
105040D00100CO	KHO, EUN JOO
105040D00200CO	WANG, YUN
105040D90000CO	O.I.C. HOMES AT 18 CLAIBORNE STREET 1
105040E00100CO	VO, TERRY
105040E00200CO	VELLOFF, JAMES A & KYLEE
105040E90000CO	O.I.C. HOMES AT 18 CLAIBORNE STREET II
105110V00100CO	ROBERTS, MELISSA A.
105110V00200CO	BONETTI, VINCENT & KAY, JULIE
105110V90000CO	O.I.C. 1708 ALLISON COTTAGES
105110Y00100CO	RICKS, ALLISON ELIZABETH
105110Y00200CO	RICKS, JENNIFER ANNE
105110Y90000CO	O.I.C. 1706 ALLISON COTTAGES
105110U00100CO	DE CASTRO-ABEGER, ALEXANDER & YOUNG, ARISSA
105110U00200CO	KORNUTICK, NEIL W. & HAWKE, REBECCA M.
105110U90000CO	O.I.C. 1704 AND 1706 MARTIN STREET AMEND
105072E00100CO	JOSEPH, AMANDA

105072E00200CO	BACIGALUPO, TOMMY
105072E00300CO	AGPG REAL ESTATE, LLC
105072E00400CO	SHAPIRO, RACHEL E
105072E00500CO	BYRNES, DAVID ROBERT
105072E00600CO	ANTA CAPITAL LLC
105072E00700CO	COOK, JACEY LYNN
105072E00800CO	PILLOW 8 OZ, LLC
105072E00900CO	YEVCHAK, ARTHUR JAMES
105072E01000CO	DAVIES, KATHLEEN MARIE
105072E01100CO	PURCELL, JACK & LISA
105072E01200CO	WILKES, CAROLEEN
105072E01300CO	BARBERA, AMANDA MARIE
105072E01400CO	STRECKER, CARRIE LYN
105072E90000CO	PILLOW STREET COTTAGES OWNERS ASSOCIATION, INC.
105110T00100CO	SHAH, CHLOE E. & SAUMIL S.
105110T00200CO	MACHUCA, OSCAR & BOUDREAUX, DANIELLE M.
105110T90000CO	O.I.C. 1809 ALLISON PLACE TOWNHOMES
105110X00100CO	GEORGE, SUJIYIT
105110X00200CO	ACKERMANN, AMANDA LYNN
105110X90000CO	O.I.C. TOWNHOMES AT 519 SOUTHGATE AVENUE
105073D00100CO	GRANT, REBECCA & HARRIS, NATHANIEL
105073D00200CO	KIRKPATRICK, ROBERT S
105073D90000CO	O.I.C. HOMES AT MOORE AVENUE
105110W00100CO	LAMBERT, ALLISON E.
105110W00200CO	DEANE, ANDREW & TANYA
105110W90000CO	O.I.C. HOMES AT 1708 NEAL TERRACE
105110Z00100CO	LUNSFORD, CINDY
105110Z00200CO	WHITNEY, MARCUS & RACHEL
105110Z90000CO	O.I.C. HOMES AT ALLISON PLACE
105114A00100CO	SANDOVAL, DIANA V.
105114A00200CO	COLEMAN, BETHEL LANE
105114A90000CO	O.I.C. HOMES AT 2160 B&C BYRUM AVENUE
105114B00100CO	JAIN, NAVIN & RACHEL ERIN
105114B00200CO	ANNAPUREDDY, NARENDER & PONNALA, SINDHURA
105114B90000CO	O.I.C. HOMES AT 2160 D&E BYRUM AVENUE
105114D00100CO	HAGOVSKY, SARAH CATHERINE
105114D00200CO	SMITH, JENNIFER
105114D90000CO	O.I.C. 2158 BYRUM COMMONS
105072G00100CO	2ND & HART PARTNERS LLC
105072G00200CO	2ND & HART PARTNERS LLC
105072G00300CO	2ND & HART PARTNERS LLC
105072G00400CO	2ND & HART PARTNERS LLC
105072G00500CO	2ND & HART PARTNERS LLC
105072G00600CO	2ND & HART PARTNERS LLC
105072G00700CO	2ND & HART PARTNERS LLC
105072G00800CO	2ND & HART PARTNERS LLC
105072G00900CO	2ND & HART PARTNERS LLC

105072G01000CO	2ND & HART PARTNERS LLC
105072G01100CO	2ND & HART PARTNERS LLC
105072G01200CO	2ND & HART PARTNERS LLC
105072G01300CO	2ND & HART PARTNERS LLC
105072G01400CO	2ND & HART PARTNERS LLC
105072G01500CO	2ND & HART PARTNERS LLC
105072G01600CO	2ND & HART PARTNERS LLC
105072G90000CO	O.I.C. 2ND & HART TOWNHOMES
105113B00100CO	THOMPSON, DAVID J.
105113B00200CO	ELDRIDGE, NATASHA
105113B90000CO	O.I.C. 1818 ALLISON PLACE TOWNHOMES
105111A00100CO	LOCKNER, DIANE E.
105111A00200CO	WOERZ, CARELLE
105111A90000CO	O.I.C. TOWNHOMES AT 1712 NEAL TERRACE
105112A00100CO	THOMPSON, JENNIFER
105112A00200CO	NESTLER, JENNIFER
105112A90000CO	O.I.C. BYRUM STREET TOWNHOMES
105073F00100CO	CHRISTENS, BRIAN
105073F00200CO	MENDENHALL, PATRICK A.
105073F90000CO	O.I.C. THE COTTAGES AT 549 HAMILTON AVE
105073E00100CO	BRITT-LAYTON, SARAH & BRITT, LOUIS PERCIVAL III
105073E00200CO	BRITT-LAYTON, SARAH & BRITT, LOUIS PERCIVAL III
105073E90000CO	O.I.C. HOMES AT 618 HAMILTON AVENUE
105073H00100CO	HICKS, BRIAN A. & COURTNEY
105073H00200CO	HICKS, BRIAN A. & COURTNEY
105073H90000CO	O.I.C. HOMES AT 600 MOORE AVENUE AMENDED
105074H00100CO	SMITH, PAUL J.
105074H00200CO	JOHNSON, HAROLD
105074H90000CO	O.I.C. HOMES AT 117 RAINS AVENUE
105074G00100CO	JOHNSON, HAROLD
105074G00200CO	JOHNSON, HAROLD
105074G90000CO	O.I.C. HOMES AT 119 RAINS AVENUE
105111B00100CO	TANQUILUT, ELIZABETH FISCHER
105111B00200CO	OVERBY, KATIE CHRISTINE KISKE & CHARLES
105111C90000CO	O.I.C. 1707 MARTIN STREET TOWNHOMES
105111D90000CO	1716 & 1718 STEWART PLACE TOWNHOUSE ASSOC.
105073I90000CO	O.I.C. HOMES AT 608 HAMILTON AVENUE
105111E90000CO	O.I.C. 622 SOUTHGATE AVENUE TOWNHOMES
105074J90000CO	O.I.C. TOWNHOMES AT 510 HAMILTON
105073J90000CO	O.I.C. HOMES AT 553 HALMILTON AVENUE
105030M90000CO	O.I.C. 1231 2ND AVENUE SOUTH TOWNHOMES
105111F90000CO	O.I.C. 1708 STEWART PLACE
105111G90000CO	O.I.C. 1706 STEWART PLACE
105040G90000CO	O.I.C. HOMES AT 1242 THOMAS STREET
105073L90000CO	534 HAMILTON AVENUE COTTAGES ASSOCIATION
105073M90000CO	O.I.C. HOMES AT 613 MOORE AVENUE
105073N90000CO	O.I.C. COTTAGES AT 610 MOORE AVENUE

105040H90000CO	O.I.C. 11 NORTH HILL TOWNHOMES
105030N90000CO	O.I.C. 47 WHARF AVENUE RESIDENCES
105040I90000CO	O.I.C. HOMES AT 28N HILL STREET TOWNHOME
105112B90000CO	O.I.C. HOMES AT 421 MOORE AVENUE
105074K90000CO	O.I.C. HOMES AT 511 HAMILTON
105111H90000CO	O.I.C. HOMES AT 1712 ALLISON PLACE
105111I90000CO	O.I.C. HOMES AT 1714 ALLISON PLACE
105112D90000CO	O.I.C. SOUTHGATE STATION
105112C90000CO	O.I.C. 147 RAINS AVENUE
105111J90000CO	O.I.C. HOMES AT 1811 MARTIN STREET
105074N90000CO	O.I.C. 130 RAINS AVENUE RESIDENCES
105074P90000CO	O.I.C. 532 HAMILTON AVENUE HOMES
105073Q90000CO	O.I.C. HOMES AT 559 HAMILTON AVENUE
105072H90000CO	O.I.C. 1309 PILLOW STREET HOMES
105074Q90000CO	O.I.C. HOMES AT 521 MOORE AVENUE
105074S90000CO	O.I.C. HOMES AT 515 MOORE AVENUE
105112E90000CO	O.I.C. HOMES AT 2156 BYRUM AVENUE
105073R90000CO	O.I.C. 533 MOORE AVENUE TOWNHOMES
105111K90000CO	O.I.C. HOMES AT 1806 ALLISON PLACE
105072I90000CO	O.I.C. 1317 PILLOW STREET COMMONS
105112F90000CO	O.I.C. HOMES AT 1702 CARVELL AVENUE
093150E90000CO	O.I.C. HOMES AT 1053 2ND AVENUE
105074T90000CO	O.I.C. 514 MOORE AVENUE RESIDENCES
10503035600	BERTRAND, AARON & ASHETON
105112G90000CO	O.I.C. HOMES AT 2154 BYRUM AVENUE
105072K90000CO	O.I.C. 1304 PILLOW STREET RESIDENCES
105073T90000CO	O.I.C. 613 HAMILTON
105073U90000CO	O.I.C. HAMILTON & MARTIN TOWNHOMES
105040K90000CO	O.I.C. 16 N HILL STREET RESIDENCES
105112H90000CO	O.I.C. 151 RAINS AVENUE TOWNHOMES
105111L90000CO	O.I.C. 1704 CARVELL AVENUE TOWNHOMES
105074W90000CO	O.I.C. 527 MOORE AVENUE TOWNHOMES
105074X90000CO	O.I.C. 525 MOORE AVENUE TOWNHOMES
105040L90000CO	O.I.C. HOMES AT 1240 THOMAS STREET
105040N90000CO	O.I.C. 24 NORTH HILL
105040M90000CO	O.I.C. HOMES AT 22 N HILL ST
105111N90000CO	O.I.C. MARTIN RESIDENCES
105112I90000CO	O.I.C. 149 RAINS AVENUE TOWNHOMES
105040P90000CO	O.I.C. HOMES AT 1253 JOHN STREET
105073V90000CO	O.I.C. HOMES AT 1605 MARTIN STREET
105074Y90000CO	O.I.C. HOMES AT 520 MOORE AVENUE
10511032400	MODERN REMAINS DEVELOPMENT, LLC
105113F90000CO	O.I.C. HOMES AT 1812 NEAL TERRACE
105113G90000CO	O.I.C. HOMES AT1814 NEAL TERRACE
105040Q90000CO	O.I.C. HOMES AT 1244 THOMAS STREET
105030T90000CO	O.I.C. 43 WHARF AVENUE
105030V90000CO	O.I.C. 1242 SECOND AVENUE SOUTH

105111O90000CO	O.I.C. SOUTHGATE COMMONS CONDOMINIUMS
105074Z90000CO	O.I.C. FIVE-SIXTEEN HAMILTON AVENUE
105111P90000CO	O.I.C. 1700 STEWART PLACE HOMES
105073W90000CO	O.I.C. WEDGEWOOD-HOUSTON TOWNHOMES PH 1
105073X90000CO	O.I.C. WEDGEWOOD-HOUSTON TOWNHOMES PH 2
105040R90000CO	O.I.C. HUBBLE HOMES
105073Y90000CO	O.I.C. 416 MOORE AVENUE TOWNHOMES
105113K90000CO	O.I.C. HOMES AT 1816 ALLISON PLACE
105040S90000CO	O.I.C. THE HOMES AT 22 SHEPARD STREET
105073Z90000CO	O.I.C. HOMES AT 1607 MARTIN STREET
105072L90000CO	O.I.C. HOMES AT 1303 LITTLE HAMILTON AVE
105072M90000CO	O.I.C. HOMES AT 1606 MARTIN STREET
105040T90000CO	O.I.C. TWENTYNINE NORTH HILL STREET
105040U90000CO	O.I.C. FOURTEEN SHEPARD STREET
10504006900	HANNAH, GEORGE
10504007000	HANNAH, GEORGE
10504007700	SWETT, ANDRE G.
10507027200	MCNICHOLS, JORDAN & BONNIE KEARNS
10504002600	KITTLEMAN, RIKK ANTHONY
10507033000	LONG, RYAN & JORDAN
10504002700	KITTLEMAN, RIKK ANTHONY
10503011300	JONES, DONALD
10504009100	GREATER MT ZION MISSIONARY BAPTIST CHURCH
10504003100	ELLIS, KRISTA MARIE & WEBBER, JAMES
10504007200	SWETT, JACQUELINE N.
10503031900	MORNING STAR MISSIONARY BAPTIST CHURCH, THE
10507034200	LUCKETT, JORDAN T. & REBECCA SHERRILL
10504009200	NASER, MOHAMMED & SORAIFY, ALI
10504003500	ALEXANDER, GERALDINE
10503031600	MURRAY, KENNETH
10507034000	KELTON, CLAY
10503011200	JONES, DONALD
10504003700	ESPANA, MARIA D.
10503011700	PATTON, PAMELA D. & DONNELL, KENYA L.
10504007300	SEIBEL, HOWARD & GI SOON
10504000700	BREZA, SIERRA ROSE
10504003000	GENCAY, AMANDA & ABRAHAM
10507033300	LAUGHEAD, RITA
10507048300	STANLEY, WILLIAM L., JR. ET UX
10507048400	MANGRUM, JAMES A.
10503031200	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10507033100	HAMMOND, MICHAEL P.& CAROL A., TRS.
10504009000	LITTLE MOUNT ZION BAPTIST CHURCH
10507039300	SPRINGER, LINDA M.
10503031500	GILLIAM, ASHLEY S
10504002900	GENCAY, AMANDA & ABRAHAM
10504008900	BRANNON, ELEASE

10507023300	SUAREZ, MOYO
10507021300	SMALLMAN, WILLIAM
10504003300	PADRE PIO PROPERTIES, LLC
10503028800	LEE, CALLIE
10507039900	ELJAY ENTERPRISES, LLC ET AL
10507033600	MURPHY, CHRISTOPHER B. & MEADOR, SHELBY
10511018100	COLE, NICHOLE ROCHELLE
10507034100	HAMMOND, JEFFREY L.
10511017800	HILL, BARBARA A.
10504008800	SPARKMAN, AARON
10507033800	CAUDILL, DENNIS ROSS
10504011100	CENTRAL COAST PROPERTIES, LLC
10507033400	MATHENY, CHARLIE B. ET UX
10503029200	GRANT, JAGIR D.
10503031300	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503032000	MORNING STAR MISSIONARY BAPTIST CHURCH
10503032100	MORNING STAR MISSIONARY BAPTIST CHURCH
09315033100	TRUE DEVELOPMENT, LLC
10504002800	SPARKMAN, AARON
10511017700	HENDRICKS, JOHN T.
10504003400	STURDEN, WILLIAM & ZONETTA
10504003900	GREEN, JEANETTA
10511018000	POTTS & KELLEY PROPERTIES
10504003200	JOBE, WANDA
10503029000	BUIE, LARRY W.
10503031400	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503031100	MDHA
10507023500	OWEN, DORIS
10511017900	STRINGER, JOYCE A.
10504007100	SWETT, JACQUELINE N.
10507039000	MCGRAW, KEVIN & JESSICA S.
10511017600	ANDRADY, GERALD C.
10507023400	OPERATION STAND DOWN, INC.
10503028900	1230 2ND AVE NASHVILLE, LLC
10503031800	MORNING STAR MISSIONARY BAPTIST CHURCH
10503029500	METRO GOV'T S JOHNSON
10507049000	KELTON, CLAY
10507050700	HAMMOND, MICHAEL P.& CAROL A., TRS.
10507050800	HAMMOND, MICHAEL P.& CAROL A., TRS.
105070C90000CO	O.I.C. 526 HAMILTON TOWNHOMES
105070Y90000CO	O.I.C. WEHO COTTAGES
105030K00100CO	BYRNES, GRADY
105030K00200CO	GOMEZ, MICHAEL
105030K00300CO	GOMEZ, MICHAEL
105030K00400CO	CHERKESKY, GUY
105030K00500CO	GINZBURG, ASSAF & TAMAR
105030K00600CO	MYERS, RICKY

105030K00700CO	CHERKESKY, GUY & ITAY
105030K00800CO	MAKIN PROPERTIES, LLC
105030K00900CO	KINMER PROPERTIES, LLC
105030K01000CO	SIRAGUSA, TIFFANY
105030K01100CO	RYAN, JASON T & SHANNON H
105030K01200CO	SIMONETTI, LAWRENCE & GLORIA L.
105030K01300CO	CHERKESKY, ITAY
105030K01400CO	CROUVI, SHACHAR S. & YIFAT
105030K01500CO	HENGAMEH ARAB
105030K01600CO	GENSIS NASH ONE, LLC
105030K90000CO	O.I.C. DWELL LOFTS-2ND AVE. SOUTH 2 AMEN
105111B90000CO	O.I.C. 1700 NEAL TERRACE TOWNHOMES
105111C00100CO	HAGEN, JENNA
105111C00200CO	AMENDED & RESTATED RONNIE MONROE SINGER TRUST
105111D00100CO	JONES, JENNIFER L
105111D00200CO	DEPAOLI, ROBERT
105074I00100CO	SANDERS, WILLIAM CLAYTON
105074I00200CO	SNODGRASS, MATTHEW ROY
105074I90000CO	O.I.C. HOMES AT 115 RAINS AVENUE
105073I00100CO	BUEHLER, MARC
105073I00200CO	BUEHLER, MARC A.
105111E00100CO	FUGE, BRENDAN
105111E00200CO	ALEX, MARINA DEE
105074J00100CO	CONDER, CHRISTOPHER & JENNIFER
105074J00200CO	HINKLE, JENNIFER
093150D00100CO	JOHNSON, JESSICA LEE & BARB, NICHOLAS K.
093150D00200CO	AJAO, JOSEPH
093150D90000CO	O.I.C. 1044 2ND AVENUE SOUTH TOWNHOMES
105073J00100CO	HENDIX, MICHAEL W & SARAH R
105073J00200CO	PETERLICH, MICHAEL & JESSICA K.
105030M00100CO	BOOTH, RONALD LEE, III
105030M00200CO	CURTIS, CHARITO & STEVEN
105111F00100CO	SLOOP, JOHN
105111F00200CO	STUMP, PAULA ROSE & KEITH DONALD
105111G00100CO	BLASSEY, COLE T & THOMAS G
105111G00200CO	ESTEVEZ, RUBEN J.
105073K00100CO	BARBER, GREGORY C
105073K00200CO	LEE, CHEVIS
105073K90000CO	O.I.C. COTTAGES AT 545 MOORE AVENUE
105040F00100CO	CHINETTI, RACHEL & PAUL M.
105040F00200CO	GILMORE, ANDREW L. & LABUSCHAGNE, ZANDRE
105040F90000CO	O.I.C. HOMES AT 34 NORTH HILL STREET
10507052700	D&J PROPERTIES OF TENNESSEE, LLC
105040G00100CO	FLTPPC PROPERTY, LLC
105040G00200CO	MURPHY, PATRICK & JOHN PATRICK
105073L00100CO	COURI, GEORGE & KATE
105073L00200CO	BERRY, BRITTANY L.

105073M00100CO TARPLEY, WILLIAM B
105073M00200CO COLBY, TRAVIS
105073N00100CO MCGINN, MATTHEW
105073N00200CO KENNEDY, BYRON
105040H00100CO HYONG, SUNG KEUN
105040H00200CO PORTER, MON-KISHA
105030N00100CO HIGGINS, JORDAN LYNN
105030N00200CO KLUTTZ, AMY
105040I00100CO RICHARDS, JESSICA
105040I00200CO WANG, GUAN & YA PING
105112B00100CO 421 A&B MOORE AVENUE HOUSE LLC
105112B00200CO 421 A&B MOORE AVENUE HOUSE LLC
105074K00100CO ZEITLIN, ANNA T
105074K00200CO ZEITLIN, ANNA T
105030O00100CO MCCUE, MATTHEW & STEPHANIE
105030O00200CO SIDDIQI, JEFFREY TYLER & HERNDON, CHACE W
105030O00300CO TAUGHER, RYAN & THOMAS M.
105030O00400CO FRAZIER, KEVIN RAY
105030O90000CO O.I.C. HOMES AT 1116 2ND AVENUE SOUTH
105073O00100CO GODHWANI, RAVI V.
105073O00200CO PASTOR, PAOLA MENDOZA & MENCIA, LUIS
105073O90000CO O.I.C. HOMES AT 553 MOORE AVENUE
105074L00100CO DIDONATO, CHAD A & MORGAN, EARNEST
105074L00200CO GLEATON, JONATHAN MICHAEL & AMANDA SOEDER
105074L90000CO O.I.C. HOMES AT 409 MERRITT-I
105074M00100CO MAGNESS GROUP, INC
105074M00200CO HAYES, SCOTT & CHRISTINA
105074M90000CO O.I.C. HOMES AT 409 MERRITT-II
105111H00100CO SUAREZ FAMILY HOLDINGS, LLC
105111H00200CO SUAREZ FAMILY HOLDINGS, LLC
105111I00100CO SMALLMAN, WILLIAM
105111I00200CO SMALLMAN, WILLIAM
105112D00100CO PATTERSON, MARK
105112D00200CO SOUTHGATE PARTNERS, LLC
105112D00300CO SULLIVAN, WILLIAM J & KRISTA M
105112D00400CO SOUTHGATE PARTNERS, LLC
105112D00500CO SOUTHGATE PARTNERS, LLC
105112D00600CO SOUTHGATE PARTNERS, LLC
105112D00700CO SOUTHGATE PARTNERS, LLC
105112D01900CO ARNOLD, MANUELITO M
105112D02000CO CALBORN, FABIANE
105112D02100CO WOEHLERT, JEREMY E.
105112D02200CO D'ALBA, ORAZIO ANTONIO & MORELAND, SUSAN MARIE
105112D02300CO ROSS, ALEC DAVID
105112D02400CO HUNT, TONYA RENEE
105112D02500CO GENITO, VERONICA & ANTHONY & GRABRIELLE
105112D02600CO BRINKMANN, MEGAN

105112D02700CO HARKEY, TODD & WILSON, BROOKE
105112D02800CO SONGER, CARY & ELIZABETH GOSS
105112D02900CO DERNBACH, JOHN A. & KIRSTEN
105112D04100CO HOLT, MICHAEL SHAWN & KELLY LYNN
105112D04200CO BAILEY, CONNER & GAYDOSH, LAUREN
105112D04300CO CHADWICK, MEYERS
105112D04400CO RAINES, ALEC D
105112D04500CO BATCHA, NICHOLAS & SIMPKINS, KELLY
105112D04600CO NANJI, ALISHAN & RICCOBONO, JOSE PAOLO
105112D90100CO O.I.C. SOUTHGATE STATION
105073P00100CO ROMANELLI, VINCENT III & VINCENT JR.
105073P00200CO MILLER, MICHAEL VINCENT & KIMBERLY LOUISE
105073P90000CO O.I.C. HOMES AT 616 HAMILTON AVENUE
105112C00100CO PINCHEVSKY, MICHAEL CHRISTOPHER & MARIA J.
105112C00200CO BELLONE, ALUMINE
105111J00100CO SCHULHAUSER, STEVEN & KATHLEEN
105111J00200CO LANDESS, JOHN WILLIAM III
105074N00100CO SADLER, ALISON CLAIRE & ALLEN, DAVID JUSTIN
105074N00200CO PATEL, ANAND
105074O90000CO O.I.C. SEGMENT CONDOMINIUM
105074O10100CO MYINT, ANNA & ARNOLD
105074O10200CO DVIRNAK, ANYA CHRISANN
105074O10300CO CROCKER, KRISTINE ANNETTE
105074O10400CO DUKE, CARRIE ALICE
105074O10500CO SPEARS INVESTMENT GROUP, LLC, THE
105074O10600CO KHAN, CHERYL
105074O10700CO SWAUNCY, MOSES ANDRE
105074O10800CO LOWRY, PATRICK O.
105074O10900CO BEAVER, RYAN
105074O11000CO DILLON, JESSICA JOSEPHINE
105074O11100CO BALUCAN, FRANCIS G
105074O20100CO ARNOLD REALTY COMPANY, LLC
105074O20200CO NEELY, DIANA 2019 TRUST, THE
105074O20400CO OLLILA, MARILYN S & PHILIP C
105074O20500CO HJORNEVIK, ZACH
105074O20600CO GRAFF, HOLLY & DAVID
105074O20700CO DIGIROLAMO, ADAM & DONNA
105074O20800CO UNNI, RAMAPRASAD & PURNIMA
105074O20900CO HOESLEY, RYAN
105074O21000CO TITUS, CREIGHTON
105074O21100CO LSD REAL ESTATE DEVELOPMENT (NASHVILLE), LLC
105074O30400CO PATEL, RAJIVKUMAR B & ALPA
105074O30900CO MATLOW, LINDSAY DYAN
105074O30800CO EDWARDS, JOE H.
105074O30700CO WALKER, LINDSEY MARIE
105074O30600CO HANSON, ALLIE
105074O30500CO LOONEY, CHARLES DAVIS

105074O40400CO	CONLIN, LINDSAY & CHRISTOPHER ULRICH
105074O40800CO	LIAO, JONATHAN DAVID
105074O40700CO	DILL, LAWRENCE C. & PEGGY K. LIVING TRUST
105074O40600CO	KIM, DAVID
105074O40500CO	COTHRAN, LEXI E.
105074O20300CO	CONSIDINE, CIARAN M
105074O30300CO	HAUTHER, CHRISTINE A
105074P00100CO	GRAY, ZACHARY D
105074P00200CO	PEARSON, JESSICA LYNN & FARACH, RAMON ANDRES
105073Q00100CO	DH&G WEHOZ GP
105073Q00200CO	DH&G WEHOZ GP
105072H00100CO	SCHUMACHER, NATALIE
105072H00200CO	AVILA, SERGIO & KATELIN
105074Q00100CO	LYNN, ADAM & ISER, ZACHARY
105074Q00200CO	ISER, ZACHARY & LYNN, ADAM
105074R00100CO	BOWLES, STEPHEN K.
105074R00200CO	SADOFSKY, FREDERICK ALLAN & EAGLESON, HOLLY SHAW
105074R90000CO	O.I.C. HOMES AT 523 MOORE AVENUE
105112D03100CO	STAMBERGER, WENDY
105112D03200CO	JUST TRUST, THE
105112D03300CO	YI, HO WON & KWANG R. & HO KYUN
105112D03400CO	LEMOINE, JENNIFER KATIE
105112D03500CO	TALTON WILLIAMS 1997 MARITAL TRUST
105112D03600CO	DANNER, CHRIS KIRK & CHRISTINA NICHOLE
105112D03700CO	WOOD, JENNIFER RAY
105112D03800CO	HULAN, CHARLES HARPER
105112D03900CO	KOPP, LUANNE REVOCABLE TRUST AGREEMENT, THE
105112D04000CO	SMALL, ELISABETH
105112D04700CO	WHITE, JESSICA
105112D04800CO	COLON, ELBA MILAGROS
105112D04900CO	ANANIAN, STEPHEN BROCK
105112D05000CO	YOUNGER, JAMIE L
105112D05100CO	GILLILAND, LAURA LEE
105112D05200CO	SLOVICK, WHITNEY A.
105112D05300CO	PAGANE, JENNA MARIE
105112D05400CO	FITCH, ETHELLE
105112D05500CO	MILLIKEN, GINA L.
105112D05600CO	BUCHER, GRAHAM MADISON
105112D05700CO	GARTNER, CHELSEA
105112D05800CO	POWELL, JACOB
105074S00100CO	LOPEZ, MEGAN C.
105074S00200CO	DONOVAN, SARA ASHLEY
105030P00100CO	1224 2ND AVE S LLC
105030P00200CO	1224 2ND AVE S LLC
105030P00300CO	1224 2ND AVE S LLC
105030P00400CO	1224 2ND AVE S LLC
105030P00500CO	1224 2ND AVE S LLC

105030P00600CO	1224 2ND AVE S LLC
105030P90000CO	O.I.C. 1224 2ND AVENUE SOUTH
105112E00100CO	HANSON, RODNEY D & ALENA
105112E00200CO	PHAMVAN, VINCENT
105073R00100CO	PATTON, ANDREW L. & MARGARET
105073R00200CO	FRANCES STREET INVESTMENTS, LLC
105111K00100CO	SUAREZ FAMILY HOLDINGS, LLC
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105072I00100CO	BACON, WESLEY B. & PARKER
105072I00200CO	BACON, WINTON P.
105073S00100CO	JUNIA, JODY ALLAN & CONCEPCION, BEATRICE
105073S00200CO	JUNIA, JODY ALLIAN & CONCEPCION, BEATRICE
105073S90000CO	O.I.C. HOMES AT 549 MOORE AVENUE
105112F00100CO	HERBERT, JOSEPH & SERFASS, ANNA
105112F00200CO	BERNARD, BRADLEY M & MARGARET L
093150E00100CO	MUSIC CITY DEVELOPERS, LLC
093150E00200CO	CURRAN, GEORGE
105074T00100CO	514 MOORE PARTNERS, LLC
105074T00200CO	SCHUMACHER, GRANT A. & AMANDA R.
105074U00100CO	PARKER, CHASE W. & FAULKNER E.
105074U00200CO	HOLT, STEVEN A., JR.
105074U90000CO	O.I.C. 516 MOORE AVENUE RESIDENCES
105074V00100CO	CHRZASZ, RICHARD & FREY, KELSIE ANN
105074V00200CO	CRONLN, COLUM GERARD & DUONG, ANH QUYRH
105074V90000CO	O.I.C. HOMES AT 423 A & B MALLORY STREET
105112G00100CO	PARKER, BRETT
105112G00200CO	BELDA, CRISTINA MAILLO & SMITH, ROSS GRAHAM
105040J00100CO	SHAH, SOHAN
105040J00200CO	BLANCO, RAFAEL F.
105040J90000CO	O.I.C. CHESTNUT SQUARE TOWNHOMES
105030Q00100CO	BELL, CLIFFORD C. & PORTER, ANDERSON W.
105030Q00200CO	BELL, CLIFFORD C. & PORTER, ANDERSON W.
105030Q90000CO	O.I.C. 10 N HILL STREET RESIDENCES
105030O90100CO	O.I.C. HOMES AT 1114 2ND AVENUE SOUTH
105072K00100CO	CORBIN, STEPHANIE S. & SHAUN C.
105072K00200CO	CORBIN, STEPHANIE S. & SHAUN C.
105073T00100CO	CALDWELL, JUSTIN BRYANT
105073T00200CO	CALDWELL, JUSTIN BRYANT
105073U00100CO	KENNEDY, MARY BERRY
105073U00200CO	SCHULTZ, CHRISTOPHER
105073U00300CO	WOERZ, CARELLE
105073U00400CO	GAUGER, AARON J. & SHAY
105073U00500CO	HOWARD, JOHN & CAROLINE
105073U00600CO	ZOELLER, BEN & PAIGE
105073U02500CO	OSTROM, THOMAS GANDER & THOMAS EUGENE
105073U02600CO	HAMILTON & MARTIN, LLC
105073U02700CO	BERKLACICH, SAMUEL MARTIN

105073U00700CO HAMILTON & MARTIN, LLC
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105073U90100CO O.I.C. HAMILTON & MARTIN CONDOMINIUMS
105040K00100CO CUTLER, JUSTIN N
105040K00200CO ESPARZA, MICHAEL L.
105112H00100CO SAPP, SHAY MICHAEL & BREANNA MARIE
105112H00200CO MARSHALL, KATELYN
105111L00100CO BYRD, LAUREN NICOLE
105111L00200CO ROMANO, MICHAEL & ANNE
105111M00100CO RUBIN, MARK JR. & LEAH
105111M00200CO RICHARDSON, SEAN & SARAH
105111M90000CO O.I.C.1706 CARVELL AVENUE TOWNHOMES
105074W00100CO ROGERS, JOHN DAVID & JILL ELIZABETH
105074W00200CO BOYS SMITH REAL ESTATE, LLC
105074X00100CO GREENE, MICHAEL SAMUEL
105074X00200CO BERRY, VALERIE MARIE & TARVER, KATHY ANN
105040L00100CO BE A HELPING HAND FOUNDATION
105040L00200CO BE A HELPING HAND FOUNDATION
105040J00300CO DOUGLAS, IMMANUEL JAY & NEWMAN, KEVIN B. & SHAYNE M.
105040J00400CO NEWMAN, KEVIN BRADLEY & SHAYNE M. & ET AL
105040N00100CO THERIAULT, ROBERT THERIAULT REVOCABLE TRUST
105040N00200CO ELLIOTT DEVELOPMENT, LLC
105040M00100CO GILL, AUSTIN L & GRANT S
105040M00200CO HUNTLEY, COLIN BROOKS & ROBERT WAYNE & VOGT LINDA
105111N00100CO HOCHEN PROPERTIES LLC
105111N00200CO HOCHEN PROPERTIES, LLC
105040O00100CO PATTON, JAYLON M.
105040O00200CO TORRES, CARLOS R
105040O90000CO O.I.C. 19 TRIMBLE STREET
105112I00100CO BOYS SMITH REAL ESTATES, LLC
105112I00200CO DROGOBETSKI, ALEKSANDR & SIMMONS, AARON TUCKER

105040P00100CO	COURE, RICHARD D. & KIMBERLY E.
105040P00200CO	COURE, RICHARD D. & KIMBERLY E.
09315039500	GREGORY HORNE TRUST
105073V00100CO	1605 MARTIN STREET PARTNERS, GP
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105074Y00100CO	NASHVILLE NOW INVESTMENTS, LLC
105074Y00200CO	PARKER, BENJAMIN CARL & LAUREN LEE
10511032500	MODERN REMAINS DEVELOPMENT, LLC
105113F00100CO	KELTON ENTERPRISES, L.P.
105113F00200CO	KELTON ENTERPRISES, L.P.
105113G00100CO	NEAL TERRACE, G.P.
105113G00200CO	NEAL TERRACE, G.P.
105040Q00100CO	SHARON INVESTMENTS GROUP, LLC
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105030T00100CO	AFFORDABLE HOUSING RESOURCES, INC
105030T00200CO	AFFORDABLE HOUSING RESOURCES, INC
105030U00100CO	AFFORDABLE HOUSING RESOURCES, INC
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105030U90000CO	O.I.C. 41 WHARF AVENUE
105030V00100CO	TRUE DEVELOPMENT, LLC
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105074Z00100CO	GRAY, WES
105074Z00200CO	GRAY, WES
105111P00100CO	QIN, KE & HARRIS, RICH
105111P00200CO	QIN, KE & HARRIS, RICH
105073W00100CO	MCQUEEN, MATTHEW P. & LANG, ROWAN M.
105073W00200CO	LYNN, MIKE
105073X00100CO	BRADSHAW, KELLEY & BROCK, JACKSON
105073X00200CO	KINKADE, ALISON K & FAHEL, JORDAN M
105040R00100CO	GREENTREE CAPITAL, LLC
105040R00200CO	GREENTREE CAPITAL, LLC
105073Y00100CO	MC2 GROUP, INC.
105073Y00200CO	MC2 GROUP, INC.
105113K00100CO	LS TG HOME FUND LLC
105113K00200CO	LS TG HOME FUND LLC
105040S00100CO	WHITE, SAMUEL DION
105040S00200CO	WHITE, SAMUEL DION
105073Z00100CO	JENKINS, DONALD
105073Z00200CO	JENKINS, DONALD
105072L00100CO	MAGNESS LH G.P.
105072L00200CO	MAGNESS LH G.P.
105072M00100CO	MAGNESS GROUP 2020
105072M00200CO	MAGNESS GROUP 2020

105040T00100CO	CENTRAL COAST PROPERTIES, LLC
105040T00200CO	CENTRAL COAST PROPERTIES, LLC
105040U00100CO	CENTRAL COAST PROPERTIES, LLC
105040U00200CO	CENTRAL COAST PROPERTIES, LLC
10504038700	DNR PROPERTIES, LLC

OwnAddr1	OwnAddr2	OwnAddr3	OwnCity
1219 2ND AV S	<Null>	<Null>	NASHVILLE
19 HART ST	<Null>	<Null>	NASHVILLE
24 ANDREW T WHITMORE ST	<Null>	<Null>	NASHVILLE
P O BOX 196300			NASHVILLE
424 WINGROVE ST	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
333 MURFREESBORO RD	<Null>	<Null>	NASHVILLE
1071 2ND AVE S			NASHVILLE
7402 BERMUDA DR	<Null>	<Null>	CHRISTIANA
1107 WADE AVE	<Null>	<Null>	NASHVILLE
600 MONTE CARLO DR			ANTIOCH
810 OAK MEADOW DR # 161652			FRANKLIN
P O BOX 196300	<Null>	<Null>	NASHVILLE
2416 GARNER LN	<Null>	<Null>	NASHVILLE
PO BOX 60736			NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 292966	<Null>	<Null>	NASHVILLE
1136 BELL GRIMES LN	<Null>	<Null>	NASHVILLE
1075 2ND AVE S	<Null>	<Null>	NASHVILLE
1249 1ST AVE S	<Null>	<Null>	NASHVILLE
3005 MONMOUTH DR			LA VERGNE
4228 PRINCESS LN	<Null>	<Null>	NASHVILLE
24 ANDREW T WHITMORE ST C/O C STEINHOUSE	<Null>	<Null>	NASHVILLE
P O BOX 159132			NASHVILLE
1715 ALLISON PL	<Null>	<Null>	NASHVILLE
127 RAINES AVE	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1818 MARTIN ST	<Null>	<Null>	NASHVILLE
422 TREEMONT DR	<Null>	<Null>	CLARKSVILLE
1260 MARTIN ST APT 212			NASHVILLE
701 S 6TH ST			NASHVILLE
1243 2ND AVE S	<Null>	<Null>	NASHVILLE
13 PERKINS ST	<Null>	<Null>	NASHVILLE
1619 GRAYBAR LN	<Null>	<Null>	NASHVILLE
24 ANDREW T WHITMORE ST	<Null>	<Null>	NASHVILLE
411 MALLORY ST	<Null>	<Null>	NASHVILLE
P O BOX 100259	<Null>	<Null>	NASHVILLE
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1291 2ND AVE S			NASHVILLE
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6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
809 WINDSTONE BLVD			BRENTWOOD
1707 NEAL TR	<Null>	<Null>	NASHVILLE
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1016 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
1925 OLD HICKORY BLVD			BRENTWOOD
1707 STEWART PL	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AVE			NASHVILLE
508 MOORE AVE	<Null>	<Null>	NASHVILLE
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PO BOX 60736			NASHVILLE
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703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
1709 ALLISON PL	<Null>	<Null>	NASHVILLE
525 HAMILTON AVE			NASHVILLE
4401 WINTON DR C/O MELODY BOYKIN	<Null>	<Null>	ANTIOCH
1117 2ND AV S	<Null>	<Null>	NASHVILLE
508 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1313 PILLOW ST	<Null>	<Null>	NASHVILLE
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1008 B JOSEPH AVE			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1207 2ND AVE S	<Null>	<Null>	NASHVILLE
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4202 KIRTLAND RD	<Null>	<Null>	NASHVILLE
414 MOORE AVE	<Null>	<Null>	NASHVILLE
3633 HENLEY PARK CT			ATLANTA
153 RAINS AVE	<Null>	<Null>	NASHVILLE
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P O BOX 196300	<Null>	<Null>	NASHVILLE
473 EMERSON ST			DENVER
429 CEDARCLIFF RD	<Null>	<Null>	ANTIOCH
4418 WINSTON AV W	<Null>	<Null>	NASHVILLE
345 S JEFFERSON AVE STE 403			COOKEVILLE
1116 1ST AVE S	<Null>	<Null>	NASHVILLE
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25 PERKINS ST	<Null>	<Null>	NASHVILLE
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129 RAINS AVE	<Null>	<Null>	NASHVILLE
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2818 BRANSFORD AVE			NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
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19 N HILL ST	<Null>	<Null>	NASHVILLE
1120 2ND AVE S	<Null>	<Null>	NASHVILLE
1262 2ND AV S	<Null>	<Null>	NASHVILLE
736 RINGGOLD DR C/O PATRICIA CAMPBELL	<Null>	<Null>	NASHVILLE
1017 2ND AVE S	<Null>	<Null>	NASHVILLE
1071 2ND AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
3704 TURLEY DR	<Null>	<Null>	NASHVILLE
10451 PAW PAW SPRINGS RD			ARRINGTON
6517 JOCELYN HOLLOW RD	<Null>	<Null>	NASHVILLE
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4117 CREEKWOOD N	<Null>	<Null>	NASHVILLE
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511 MOORE AVE	<Null>	<Null>	NASHVILLE
PO BOX 60736			NASHVILLE
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315 LAUDERDALE RD	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
911 GALE LN	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
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P O BOX 3641			BRENTWOOD
37 TRIMBLE ST	<Null>	<Null>	NASHVILLE
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45 WHARF AVE			NASHVILLE
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19 HART ST	<Null>	<Null>	NASHVILLE
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P O BOX 3641			BRENTWOOD
2223 11TH AVE S			NASHVILLE
109 CHEROKEE CT	<Null>	<Null>	ANTIOCH
6666 BROOKMONT TER 305	<Null>	<Null>	NASHVILLE
30 N HILL ST	<Null>	<Null>	NASHVILLE
620 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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1711 ALLISON PL	<Null>	<Null>	NASHVILLE
72 A MAURY ST	<Null>	<Null>	NASHVILLE
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3212 VAILVIEW DR C/O REBECCA HALL	<Null>	<Null>	NASHVILLE
10 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
900 19TH AV S, #901	<Null>	<Null>	NASHVILLE
36 N HILL ST	<Null>	<Null>	NASHVILLE
711 DOVER DRIVE	<Null>	<Null>	NASHVILLE
# 1 GARDEN ST	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
610 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
136 RAINS AVE	<Null>	<Null>	NASHVILLE
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
140 RAINS AV	<Null>	<Null>	NASHVILLE
1300-1302 LITTLE HAMILTON AV	<Null>	<Null>	NASHVILLE
1300 LITTLE HAMILTON AVE			NASHVILLE
2416 GARDNER LN	<Null>	<Null>	NASHVILLE
540 HAMILTON AV	<Null>	<Null>	NASHVILLE
516 GLENGARRY DR			NASHVILLE
802 FRANKLIN RD			CHARLOTTE
2223 11TH AVE S			NASHVILLE
703 PENDRAGON CT			FRANKLIN
1401 DALLAS AVE	<Null>	<Null>	NASHVILLE
205 LOGANS CIR	<Null>	<Null>	FRANKLIN
419 MALLORY ST	<Null>	<Null>	NASHVILLE
418 MOORE AVE	<Null>	<Null>	NASHVILLE
430 WINGROVE ST	<Null>	<Null>	NASHVILLE
200 RAINS AVE	<Null>	<Null>	NASHVILLE
1810 MARTIN ST	<Null>	<Null>	NASHVILLE
513 3RD AVE S	<Null>	<Null>	NASHVILLE
407B MOORE AVE			NASHVILLE
1224 2ND AVE S STE 103	<Null>	<Null>	NASHVILLE
417 MALLORY ST	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT			FRANKLIN
915 GOODBAR DR	<Null>	<Null>	NASHVILLE
1601 EMERALD DR	<Null>	<Null>	NASHVILLE
188 FRONT ST STE 116-101	<Null>	<Null>	FRANKLIN
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1711 STEWART PL	<Null>	<Null>	NASHVILLE
15 GARDEN ST	<Null>	<Null>	NASHVILLE

1811 STEWART PL	<Null>	<Null>	NASHVILLE
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5 NORTH HILL ST	<Null>	<Null>	NASHVILLE
39 N HILL ST	<Null>	<Null>	NASHVILLE
518 HAMILTON AV	<Null>	<Null>	NASHVILLE
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417 MOORE AV	<Null>	<Null>	NASHVILLE
18 SHEPARD ST			NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
606 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 B MOORE AVE			NASHVILLE
1601 MARTIN ST			NASHVILLE
1601 MARTIN ST			NASHVILLE
34 SHEPARD ST			NASHVILLE
2020 LONG VALLEY RD	<Null>	<Null>	BRENTWOOD
317 SPICEWOOD LN	<Null>	<Null>	NASHVILLE
1101 2ND AVE S	<Null>	<Null>	NASHVILLE
7 N HILL ST	<Null>	<Null>	NASHVILLE
P. O. BOX 644	<Null>	<Null>	SPRING HILL
136 RAINS AVE			NASHVILLE
1071 2ND AVE S C/O JOSH HELMER	<Null>	<Null>	NASHVILLE
617 HAMILTON AVE			NASHVILLE
1712 STEWART PL	<Null>	<Null>	NASHVILLE
1602 HAYNES MEADE CR	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
1810 STEWART PL	<Null>	<Null>	NASHVILLE
1816 MARTIN ST	<Null>	<Null>	NASHVILLE
1307 PILLOW ST	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
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6666 BROOKMONT TER 305	<Null>	<Null>	NASHVILLE
P O BOX 40466	<Null>	<Null>	NASHVILLE
21 SHEPARD ST	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 40451			NASHVILLE
317 SPICEWOOD LN	<Null>	<Null>	NASHVILLE
1401 PILLOW ST	<Null>	<Null>	NASHVILLE
538 HAMILTON AVE			NASHVILLE
650 WEDGEWOOD AVE			NASHVILLE
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P O BOX 101482	<Null>	<Null>	NASHVILLE
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4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
1601 MARTIN ST			NASHVILLE

1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
1817 NEAL TER	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
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514 HAMILTON AV	<Null>	<Null>	NASHVILLE
P O BOX 160860	<Null>	<Null>	NASHVILLE
1802 STEWART PL	<Null>	<Null>	NASHVILLE
64 WEST ZANE ST	<Null>	<Null>	LONG BEACH
P O BOX 100111	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE
1266 2ND AVE S	<Null>	<Null>	NASHVILLE
1247 2ND AVE S	<Null>	<Null>	NASHVILLE
1238 THOMAS ST	<Null>	<Null>	NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
600 MONTE CARLO DR			ANTIOCH
1925 OLD HICKORY BLVD	<Null>	<Null>	BRENTWOOD
3000 BEACHMIST WAY	<Null>	<Null>	ANTIOCH
P O BOX 451340	<Null>	<Null>	WESTLAKE
650 WEDGEWOOD AVE			NASHVILLE
P O BOX 100135			NASHVILLE
604 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
15 MISSIONARY DR	<Null>	<Null>	BRENTWOOD
95 WHITE BRIDGE RD STE 306 C/O KEITH KRAFT			NASHVILLE
809 WINDSTONE BLVD	<Null>	<Null>	BRENTWOOD
P O BOX 100135			NASHVILLE
P O BOX 3641			BRENTWOOD
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
1700 ALLISON PL			NASHVILLE
42 SHEPARD ST			NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
711 DOVER RD	<Null>	<Null>	NASHVILLE
420 MOORE AV	<Null>	<Null>	NASHVILLE
1310 JEFFERSON ST C/O JOHN E JORDAN	<Null>	<Null>	NASHVILLE
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PO BOX 100259	<Null>	<Null>	NASHVILLE
19 SHEPARD ST	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
1704 STEWART PL	<Null>	<Null>	NASHVILLE
1243 2ND AVE S			NASHVILLE
54 HUBBARD ST	<Null>	<Null>	NASHVILLE
643 SPENCE LN	<Null>	<Null>	NASHVILLE
1403 PILLOW ST.	<Null>	<Null>	NASHVILLE
125 DEMOSS RD	<Null>	<Null>	NASHVILLE
508 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
417 WELSHWOOD DR STE 203	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD

1713 ALLISON PL	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
108 CHESTNUT ST	<Null>	<Null>	NASHVILLE
21 PERKINS ST	<Null>	<Null>	NASHVILLE
5716 SPRING HOUSE WAY			BRENTWOOD
12 N HILL ST	<Null>	<Null>	NASHVILLE
6064 CENTRAL PK			MOUNT JULIET
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE
1136 BELL GRIMES LN	<Null>	<Null>	NASHVILLE
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6759 PENNYWELL DR			NASHVILLE
600 SOUTHGATE AV	<Null>	<Null>	NASHVILLE
1055 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 4	<Null>	<Null>	ORLINDA
2153 BYRUM AVE	<Null>	<Null>	NASHVILLE
1233 1ST AVE S			NASHVILLE
417 WELSHWOOD DR STE 203	<Null>	<Null>	NASHVILLE
P O BOX 1361	<Null>	<Null>	BRENTWOOD
19 HART ST	<Null>	<Null>	NASHVILLE
156 BONNFIELD DR	<Null>	<Null>	HERMITAGE
P O BOX 100111	<Null>	<Null>	NASHVILLE
2416 GARDNER LN	<Null>	<Null>	NASHVILLE
404 WINGROVE ST	<Null>	<Null>	NASHVILLE
4202 KIRTLAND RD	<Null>	<Null>	NASHVILLE
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P O BOX 92221	<Null>	<Null>	NASHVILLE
515 HAMILTON AVE	<Null>	<Null>	NASHVILLE
802 TIMBER LN	<Null>	<Null>	NASHVILLE
P O BOX 50857	<Null>	<Null>	NASHVILLE
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6304 SHELBYVILLE HWY	<Null>	<Null>	CHRISTIANA
809 WINDSTONE BLVD	<Null>	<Null>	BRENTWOOD
P O BOX 451340	<Null>	<Null>	WESTLAKE
1247 1ST AV S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1809 MARTIN ST	<Null>	<Null>	NASHVILLE
1015 2ND AVE S	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
2160 BYRUM AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
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1716 ALLISON PL	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
600 HAMILTON AV	<Null>	<Null>	NASHVILLE

5716 SPRING HOUSE WAY			BRENTWOOD
1608 MARTIN ST	<Null>	<Null>	NASHVILLE
2206 21ST AVE S	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
5209 LAKE CT C/O GLEN WALLIS	<Null>	<Null>	BRENTWOOD
2610 WESTWOOD DR			NASHVILLE
418 MALLORY ST	<Null>	<Null>	NASHVILLE
418 MALLORY ST	<Null>	<Null>	NASHVILLE
524 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
P O BOX 846			NASHVILLE
6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
1708 CARVELL DR	<Null>	<Null>	NASHVILLE
1708 CARVELL DR	<Null>	<Null>	NASHVILLE
1906 BEECHWOOD AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1802 ALLISON PL	<Null>	<Null>	NASHVILLE
20 ACADEMY PL C/O MIKE URQUHART ESQUIRE	<Null>	<Null>	NASHVILLE
607 MOORE AVE	<Null>	<Null>	NASHVILLE
2159 BYRUM AVE	<Null>	<Null>	NASHVILLE
1804 STEWART PL	<Null>	<Null>	NASHVILLE
1711 NEAL TERRACE	<Null>	<Null>	NASHVILLE
24 HART ST	<Null>	<Null>	NASHVILLE
1233 2ND AVE S	<Null>	<Null>	NASHVILLE
930 S DOUGLAS AVE	<Null>	<Null>	NASHVILLE
6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
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2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
611 MOORE AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 40451			NASHVILLE
1706 NEAL TER	<Null>	<Null>	NASHVILLE
614 MOORE AV	<Null>	<Null>	NASHVILLE
609 MOORE AVE	<Null>	<Null>	NASHVILLE
1715 STEWART PL	<Null>	<Null>	NASHVILLE
517 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 40165	<Null>	<Null>	NASHVILLE
1117 2ND AV S	<Null>	<Null>	NASHVILLE
608 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
1719 ALLISON PL	<Null>	<Null>	NASHVILLE
1709 NEAL TER	<Null>	<Null>	NASHVILLE
20 N HILL ST	<Null>	<Null>	NASHVILLE
1116 1ST AVE SO.	<Null>	<Null>	NASHVILLE
1253 2ND AVE S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE			NASHVILLE

650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1107 WADE AV	<Null>	<Null>	NASHVILLE
1925 OLD HICKORY BLVD	<Null>	<Null>	BRENTWOOD
1916 8TH AV S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
106 KINNEYS RD	<Null>	<Null>	SPRINGFIELD
41 N HILL ST	<Null>	<Null>	NASHVILLE
PO BOX 292331	<Null>	<Null>	NASHVILLE
8233 WIKLE RD E	<Null>	<Null>	BRENTWOOD
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
4202 KIRKLAND RD	<Null>	<Null>	NASHVILLE
3829 LEONA PASS			HERMITAGE
436 WINGROVE ST	<Null>	<Null>	NASHVILLE
1037 JEFFERSON ST	<Null>	<Null>	NASHVILLE
1518 BEREA CHURCG RD			LEBANON
7402 BERMUDA DR	<Null>	<Null>	CHRISTIANA
987 GREERLAND DR			NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
209 10TH AVE S STE 134			NASHVILLE
209 10TH AVE S STE 134			NASHVILLE
7402 BERMUDA DR	<Null>	<Null>	CHRISTIANA
2161 BYRUM AVE	<Null>	<Null>	NASHVILLE
14 N HILL ST			NASHVILLE
609 SUNNYBROOK DR	<Null>	<Null>	BRENTWOOD
P O BOX 101482	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
422 MOORE AVE	<Null>	<Null>	NASHVILLE
5049 CASPIAN DR	<Null>	<Null>	OCEANSIDE
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
950 GRAYBAR LN	<Null>	<Null>	NASHVILLE
513 3RD AVE S	<Null>	<Null>	NASHVILLE
1717 ALLISON PL	<Null>	<Null>	NASHVILLE
415 MOORE AVE	<Null>	<Null>	NASHVILLE
1249 1ST AVE S			NASHVILLE
P O BOX 100135	<Null>	<Null>	NASHVILLE
P O BOX 194	<Null>	<Null>	NOLENSVILLE
4849 TERRAGON TRL	<Null>	<Null>	ANTIOCH
P O BOX 40451			NASHVILLE
1812 STEWART PL	<Null>	<Null>	NASHVILLE
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1026 WILLOUGHBY STATION BLVD	<Null>	<Null>	MOUNT JULIET
1811 NEAL TER.	<Null>	<Null>	NASHVILLE
424 MALLORY ST	<Null>	<Null>	NASHVILLE
2326 UNA ANTIOCH PIKE	<Null>	<Null>	ANTIOCH
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
616 MOORE AVE	<Null>	<Null>	NASHVILLE

837 RUSSIEO DR	<Null>	<Null>	NASHVILLE
1711 MARTIN ST	<Null>	<Null>	NASHVILLE
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1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
1708 MARTIN ST	<Null>	<Null>	NASHVILLE
1602 8TH AVE S STE B			NASHVILLE
5 GARDEN ST	<Null>	<Null>	NASHVILLE
2308 WHITE AVE	<Null>	<Null>	NASHVILLE
400 NORMANDY CIR	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
27 PERKINS ST	<Null>	<Null>	NASHVILLE
608 MOORE AVE	<Null>	<Null>	NASHVILLE
848 BATTERY LN	<Null>	<Null>	NASHVILLE
1602 8TH AVE S STE B			NASHVILLE
89 NE 27TH ST	<Null>	<Null>	MIAMI
1807 MARTIN ST	<Null>	<Null>	NASHVILLE
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
630 PATRIOT LN			FRANKLIN
P O BOX 101482	<Null>	<Null>	NASHVILLE
4426 N CHAPEL RD			FRANKLIN
19 HART ST	<Null>	<Null>	NASHVILLE
P O BOX 24783	<Null>	<Null>	NASHVILLE
1809 NEAL TER	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
P O BOX 158444			NASHVILLE
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P O BOX 158444			NASHVILLE
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P O BOX 158444	<Null>	<Null>	NASHVILLE
1107 WADE ST	<Null>	<Null>	NASHVILLE
1008 2ND AVE S	<Null>	<Null>	NASHVILLE
1309 LITTLE HAMILTON AVE			NASHVILLE
2151 BYRUM AVE	<Null>	<Null>	NASHVILLE
6563 SUNNY SIDE CT	<Null>	<Null>	BRENTWOOD
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE

P O BOX 3641			BRENTWOOD
19 HART ST	<Null>	<Null>	NASHVILLE
1803 ALLISON PL	<Null>	<Null>	NASHVILLE
1705 MARTIN ST	<Null>	<Null>	NASHVILLE
614 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1821 ALLISON PL	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
929 RUSSELL ST	<Null>	<Null>	NASHVILLE
1103 2ND AVE S	<Null>	<Null>	NASHVILLE
P. O. BOX 121859	<Null>	<Null>	NASHVILLE
24 ANDREW T WHITMORE ST	<Null>	<Null>	NASHVILLE
600 MONTE CARLO DR			ANTIOCH
837 RUSSLEO DR	<Null>	<Null>	NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
1219 2ND AV S	<Null>	<Null>	NASHVILLE
7 GARDEN ST	<Null>	<Null>	NASHVILLE
1071 2ND AVE S C/O JOSH HELLMER			NASHVILLE
1704 ALLISON PL	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
36 SHEPARD ST	<Null>	<Null>	NASHVILLE
1713 NEAL TER	<Null>	<Null>	NASHVILLE
518 MOORE AVE	<Null>	<Null>	NASHVILLE
1602 8TH AVE S STE B			NASHVILLE
620 HAMILTON AV	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
4401 SCENIC DR	<Null>	<Null>	NASHVILLE
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6637 HOLMES LN	<Null>	<Null>	CARMICHAEL
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1255 1ST AVE S	<Null>	<Null>	NASHVILLE
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5716 SPRING HOUSE WY	<Null>	<Null>	BRENTWOOD
1215 2ND AV S	<Null>	<Null>	NASHVILLE
38 N HILL ST	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
513 3RD AVE S	<Null>	<Null>	NASHVILLE
1100 RUSSELL ST 106	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT			FRANKLIN
115 WOODMONT BLVD APT 219			NASHVILLE
5000 FRANKLIN RD	<Null>	<Null>	NASHVILLE
736 RINGGOLD DR C/O PATRICIA CAMPBELL	<Null>	<Null>	NASHVILLE
1806 MARTIN ST			NASHVILLE
436 ATLAS DR	<Null>	<Null>	NASHVILLE
1814 MARTIN ST	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE

P O BOX 846			NASHVILLE
701 S 6TH ST			NASHVILLE
29 TRIMBLE ST	<Null>	<Null>	NASHVILLE
2014 POMONA AVE			MEMPHIS
1039 1ST AVE S	<Null>	<Null>	NASHVILLE
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1035 1ST AVE S	<Null>	<Null>	NASHVILLE
5716 SPRING HOUSE WY	<Null>	<Null>	BRENTWOOD
529 MOORE AVE	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
1111 1ST AVE S	<Null>	<Null>	NASHVILLE
1113 1ST AVE S	<Null>	<Null>	NASHVILLE
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2193 ELLA LN	<Null>	<Null>	BRENTWOOD
1119 1ST AVE S	<Null>	<Null>	NASHVILLE
131 RAINS AVE	<Null>	<Null>	NASHVILLE
135 RAINS AVE	<Null>	<Null>	NASHVILLE
2015 MANHATTAN BEACH BLVD STE 100	<Null>	<Null>	REDONDO BEACH
161 RAINS AV			NASHVILLE
1260 MARTIN ST APT 212			NASHVILLE
19 HART ST	<Null>	<Null>	NASHVILLE
540 C MOORE AVE	<Null>	<Null>	NASHVILLE
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1023 B 2ND AVE S			NASHVILLE
1024 2ND AV S	<Null>	<Null>	NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
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3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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1074 B 2ND AV S	<Null>	<Null>	NASHVILLE
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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1078 B 2ND AVE S	<Null>	<Null>	NASHVILLE
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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1070 B 2ND AVE S	<Null>	<Null>	NASHVILLE
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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112 MILDRED SHUTE AVE	<Null>	<Null>	NASHVILLE
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1306 B PILLOW ST	<Null>	<Null>	NASHVILLE

84 ALTENTANN DR	<Null>	<Null>	NASHVILLE
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500 A SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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615 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
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14 GARDEN ST UNIT D	<Null>	<Null>	NASHVILLE
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P O BOX 159038			NASHVILLE
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630 PATRIOT LN	<Null>	<Null>	FRANKLIN
1705 CHARITY DR	<Null>	<Null>	BRENTWOOD
1064 D 2ND AVE S	<Null>	<Null>	NASHVILLE
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540 B MOORE AVE	<Null>	<Null>	NASHVILLE
P O BOX 40018	<Null>	<Null>	NASHVILLE
905 SOUTHSIDE PL			NASHVILLE
1310 B PILLOW ST	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
1312 A PILLOW ST	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C			NASHVILLE
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502 B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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502 SOUTHGATE AVE 9	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
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1314 B PILLOW ST	<Null>	<Null>	NASHVILLE
2210 OAKLEAF DR	<Null>	<Null>	FRANKLIN
2008 WATERSTONE DR	<Null>	<Null>	FRANKLIN
3910 TELEGRAPH RD STE 200	<Null>	<Null>	BLOOMFIELD HILLS
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
154 RAINS AVE	<Null>	<Null>	NASHVILLE
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2550 MERIDIAN BLVD #350	<Null>	<Null>	FRANKLIN
621 A MOORE AVE	<Null>	<Null>	NASHVILLE
621 B MOORE AVE	<Null>	<Null>	NASHVILLE
2550 MERIDIAN STE 350	<Null>	<Null>	FRANKLIN
1308 A PILLOW ST	<Null>	<Null>	NASHVILLE
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106 GALE LN			NASHVILLE
492 SOUTHGATED AVE	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
212 HAMLETT DR	<Null>	<Null>	WHITE HOUSE
7264 STEINBECK AVE	<Null>	<Null>	SAN DIEGO
2412 12TH AVE S	<Null>	<Null>	NASHVILLE
2310 ELLIOT AVE # 516	<Null>	<Null>	NASHVILLE
411 MERRITT AVE APT 202	<Null>	<Null>	NASHVILLE
P O BOX 360750	<Null>	<Null>	BIRMINGHAM
1106 A 2ND AVE S	<Null>	<Null>	NASHVILLE
1106 B 2ND AVE S	<Null>	<Null>	NASHVILLE
5125 WALNUT PARK DR	<Null>	<Null>	BRENTWOOD
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536 B MOORE AVE	<Null>	<Null>	NASHVILLE
536 A MOORE AVE	<Null>	<Null>	NASHVILLE
6121 NOLENSVILLE PIKE	<Null>	<Null>	NASHVILLE
1292 DAVIS AVE	<Null>	<Null>	BIRMINGHAM
1313 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
3608 BENHAM AVE	<Null>	<Null>	NASHVILLE
505 MOORE AVE	<Null>	<Null>	NASHVILLE
505 B MOORE AVE	<Null>	<Null>	NASHVILLE
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1316 A PILLOW ST	<Null>	<Null>	NASHVILLE
1316 PILLOW ST UNIT B	<Null>	<Null>	NASHVILLE
6 PUBLIC SQ	<Null>	<Null>	MURFREESBORO

538 A MOORE AVE	<Null>	<Null>	NASHVILLE
538 B MOORE AVE	<Null>	<Null>	NASHVILLE
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203 POINT EAST DR	<Null>	<Null>	NASHVILLE
203 POINT EAST DR	<Null>	<Null>	NASHVILLE
2500 21ST AVE S STE 102			NASHVILLE
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203 POINT EAST DR	<Null>	<Null>	NASHVILLE
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16 PERKINS ST	<Null>	<Null>	NASHVILLE
84 ALTENTANN	<Null>	<Null>	NASHVILLE
1319 B PILLOW ST			NASHVILLE
6350 TORRINGTON RD	<Null>	<Null>	NASHVILLE
2005 TORRINGTON ST			RALEIGH
1407 PILLOW ST			NASHVILLE
471 HUMPHREYS ST	<Null>	<Null>	NASHVILLE
509 A MOORE AVE	<Null>	<Null>	NASHVILLE
509 B MOORE AVE			NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
513 A MOORE AVE			NASHVILLE
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125 RAINS AVE	<Null>	<Null>	NASHVILLE
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511 SOUTHGATE AVE			NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
121 RAINS AVE	<Null>	<Null>	NASHVILLE
123 RAINS AVE	<Null>	<Null>	NASHVILLE
402 BOULDER CREEK	<Null>	<Null>	MOUNT JULIET
1307 A LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1307 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
P O BOX 158058			NASHVILLE
1305 B PILLOW ST	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
100 OCEANSIDE DR			NASHVILLE
1102 WOODLAND AVE			EAGLEVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1810 A NEAL TERR	<Null>	<Null>	NASHVILLE
1810 B NEAL TER			NASHVILLE

667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
158 A RAINES AVE C/O LOU TAYLOR TRUSTEE			NASHVILLE
158 B RAINS AVE.	<Null>	<Null>	NASHVILLE
510 RIDGEVIEW DR	<Null>	<Null>	MOUNT JULIET
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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402 CARRIAGE DR	<Null>	<Null>	BENTON
1268B 2ND AVE S			NASHVILLE
9418 GREEN HILL CIR	<Null>	<Null>	BRENTWOOD
411 A MOORE AVE	<Null>	<Null>	NASHVILLE
203 POINT EAST DR	<Null>	<Null>	NASHVILLE
428 B WINGROVE AVE			NASHVILLE
428 A WINGROVE AVE			NASHVILLE
203 POINT EAST DR	<Null>	<Null>	NASHVILLE
203 POINT EAST DR	<Null>	<Null>	NASHVILLE
1703 ALLISON PL	<Null>	<Null>	NASHVILLE
1705 ALLISON PL			NASHVILLE
667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
1699 ALLISON PL			NASHVILLE
3912 ABBOTT MARTIN RD			NASHVILLE
667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
503 A MOORE AVE	<Null>	<Null>	NASHVILLE
503 B MOORE AVE	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
504 HAMILTON AVE			NASHVILLE
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402 BOULDER CREEK	<Null>	<Null>	MOUNT JULIET
501 MOORE AVE	<Null>	<Null>	NASHVILLE
143 RAINS AVE	<Null>	<Null>	NASHVILLE
P O BOX 41934	<Null>	<Null>	NASHVILLE
534 A MOORE AVE	<Null>	<Null>	NASHVILLE
534 B MOORE AVE	<Null>	<Null>	NASHVILLE
111 LAKE PARK DR	<Null>	<Null>	MARTIN
1716 CARVELL AVE			NASHVILLE
1720 CARVEL AVE	<Null>	<Null>	NASHVILLE
P O BOX 158706	<Null>	<Null>	NASHVILLE
P O BOX 158706	<Null>	<Null>	NASHVILLE
1728 CARVEL AVE	<Null>	<Null>	NASHVILLE

1732 CARVELL AVE			NASHVILLE
524 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
526 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
547 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
547 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
510 RIDGEVIEW DR	<Null>	<Null>	MOUNT JULIET
557 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
557 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
510 RIDGEVIEW DR	<Null>	<Null>	MOUNT JULIET
1261 1ST AVE S			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
513 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
5231 MARGARETS PL			BRENTWOOD
5716 SPRING HOUSE WAY			BRENTWOOD
320 OCALA DR	<Null>	<Null>	NASHVILLE
1305 C PILOW ST	<Null>	<Null>	NASHVILLE
1035 D PILLOW ST	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C			NASHVILLE
13 A N HILL ST.	<Null>	<Null>	NASHVILLE
13 B N HILL ST.	<Null>	<Null>	NASHVILLE
509 HAMILTON AVE			NASHVILLE
1321 A LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1321 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
2003 DAYLILY DR			FRANKLIN
1311 A LITTLE HAMILTON AVE			NASHVILLE
1311 B LLITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1306 BELMONT PARK CT			NASHVILLE
1319 A LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1319 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1101 RIVERSIDE DR			OLD HICKORY
20 A CLAIBORNE ST	<Null>	<Null>	NASHVILLE
1004 ASHMORE DR			NASHVILLE
465 HENSLEE DR C-1			DICKSON
18 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
10 PERKINS ST	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1708 A ALLISON PL	<Null>	<Null>	NASHVILLE
1708 B ALLISON PL	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1706 A ALLISON PL	<Null>	<Null>	NASHVILLE
1706 A ALLISON PL	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1706 MARTIN ST			NASHVILLE
1704 MARTIN ST	<Null>	<Null>	NASHVILLE
621 BRADLEY CT			FRANKLIN
11 S GREEN ST 1002	<Null>	<Null>	CHICAGO

434 MERRITT AVE	<Null>	<Null>	NASHVILLE
6710 SW 80 ST STE 101	<Null>	<Null>	MIAMI
438 MERRITT AVE	<Null>	<Null>	NASHVILLE
440 MERRITT AVE	<Null>	<Null>	NASHVILLE
909 N MEADOW LN	<Null>	<Null>	NASHVILLE
444 MERRITT AVE	<Null>	<Null>	NASHVILLE
2103 S OCEAN BLVD			DELRAY BEACH
1322 PILLOW ST	<Null>	<Null>	NASHVILLE
1320 PILLOW ST	<Null>	<Null>	NASHVILLE
502 CHESTERFIELD AVE	<Null>	<Null>	NASHVILLE
430 MERRITT AVE 3			NASHVILLE
430 MERRITT AVE #2			NASHVILLE
430 MERRITT AVE APT 1	<Null>	<Null>	NASHVILLE
209 10TH AVE S STE 521			NASHVILLE
1809 A ALLISON PL	<Null>	<Null>	NASHVILLE
1809 ALLISON PL B			NASHVILLE
107 STRATHMORE WAY			HENDERSONVILLE
519 A SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 SOUTHGATE AVE			NASHVILLE
531 A MOORE AVE	<Null>	<Null>	NASHVILLE
531B MOORE AVE	<Null>	<Null>	NASHVILLE
1310 CAMELOT BAY			MOUNT JULIET
1708 A NEAL TER	<Null>	<Null>	NASHVILLE
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1708 NEAL TER			NASHVILLE
1810 A ALLISON PL	<Null>	<Null>	NASHVILLE
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2814 12TH AVE S			NASHVILLE
115 ALTON RD			NASHVILLE
2164 BYRUM AVE	<Null>	<Null>	NASHVILLE
2160 BYRUM AVE			NASHVILLE
2166 BYRUM AVE	<Null>	<Null>	NASHVILLE
2168 BYRUM AVE	<Null>	<Null>	NASHVILLE
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2158A BYRUM AVE			NASHVILLE
2158B BYRUM AVE	<Null>	<Null>	NASHVILLE
6121 NOLENSVILLE PIKE			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE

4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
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1818 ALLISON PL	<Null>	<Null>	NASHVILLE
600 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C			NASHVILLE
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1712 B NEAL TERRACE	<Null>	<Null>	NASHVILLE
1300 PILLOW ST			NASHVILLE
2155 A BYRUM AVE	<Null>	<Null>	NASHVILLE
2155 B BYRUM AVE	<Null>	<Null>	NASHVILLE
471 HUMPHREYS ST			NASHVILLE
549 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
549B HAMILTON AVE	<Null>	<Null>	NASHVILLE
1598 GUILL RD			MOUNT JULIET
1109 GLENWOOD AVE			NASHVILLE
1109 GLENWOOD AVE			NASHVILLE
1033 DEMONBREUN ST FL3			NASHVILLE
111 ORIEL AVE			NASHVILLE
111 ORIEL AVE			NASHVILLE
600 MOORE AV			NASHVILLE
117 A RAINS AVE	<Null>	<Null>	NASHVILLE
P. O. BOX 331235	<Null>	<Null>	NASHVILLE
117 RAINS AVE			NASHVILLE
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P O BOX 331235	<Null>	<Null>	NASHVILLE
117 RAINS AVE			NASHVILLE
509 B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
509 A SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1707 MARTIN ST			NASHVILLE
1716 STEWART PL	<Null>	<Null>	NASHVILLE
2517 EUGENIA AVE STE 202			NASHVILLE
450 PINE RIDGE DR			PARIS
510 HAMILTON AVE			NASHVILLE
1025 SOUTHSIDE CT			NASHVILLE
1231 2ND AVENUE SOUTH			NASHVILLE
900 TYSON AVE			PARIS
900 TYSON AVE			PARIS
1611 VALLE VERDE DR			BRENTWOOD
534 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
2317 CRUZEN STREET			NASHVILLE
615 NAPOLEAN AVE			NASHVILLE

2820 BEAULAH DR			MURFREESBORO
6551 PERNOD AVE			SAINT LOUIS
3740 TURLEY DR A			NASHVILLE
1668 COLLEEN ST			SARASOTA
511 HAMILTON AVE			NASHVILLE
P O BOX 158444			NASHVILLE
2814 12TH AVE S			NASHVILLE
204 SOUTH 11TH STREET			NASHVILLE
1028 VAUGHNS CREST DR			FRANKLIN
PO BOX 331205			NASHVILLE
130 RAINS AVENUE			NASHVILLE
629 POST OAK CIRCLE			BRENTWOOD
1011 CHERRY AVENUE			NASHVILLE
629 POST OAK CIRCLE			BRENTWOOD
2317 CRUZEN ST			NASHVILLE
204 S 11TH ST			NASHVILLE
513 3RD AVE S			NASHVILLE
944 9TH AVE S			NASHVILLE
P O BOX 158444			NASHVILLE
94 ALTENTANN			NASHVILLE
P O BOX 3641			BRENTWOOD
703 PENDRAGON CT			FRANKLIN
514 MOORE AVE			NASHVILLE
1237 2ND AVE S	<Null>	<Null>	NASHVILLE
204 S 11TH ST			NASHVILLE
1304 PILLOW ST			NASHVILLE
613 HAMILTON AVE			NASHVILLE
121 1ST AVE S STE 220			FRANKLIN
1071 2ND AVE S			NASHVILLE
151 RAINS AVE			NASHVILLE
639 E MAIN ST			HENDERSONVILLE
639 E MAIN ST B202			HENDERSONVILLE
525 MOORE AVE			NASHVILLE
827 W MCKENNIE AVE			NASHVILLE
24 N HILL ST			NASHVILLE
929 LAWN VIEW LN			FRANKLIN
1808 MARTIN ST			NASHVILLE
149 RAINS AVE			NASHVILLE
9919 MAXWELL LN			BRENTWOOD
513 3RD AVE S			NASHVILLE
7562 AUBREY RIDGE DR			FAIRVIEW
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD
PO BOX 3641			BRENTWOOD
1205 LINCOLN RD STE 215			MIAMI BEACH
50 VANTAGE WAY STE 107			NASHVILLE
2309 CRESTMOOR RD STE 201			NASHVILLE

407 HUMPHREYS ST APT 1			NASHVILLE
516 HAMILTON AVE			NASHVILLE
1025 SOUTHSIDE CT			NASHVILLE
617 A MOORE AVE			NASHVILLE
615 A MOORE AVE			NASHVILLE
1240 FAIRWAY ST			BOWLING GREEN
416 MOORE AVE			NASHVILLE
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45 PERKINS ST	<Null>	<Null>	NASHVILLE
127 RAINES AVE			NASHVILLE
133 ACADEMY SQ	<Null>	<Null>	NASHVILLE
565 MOORE AVE	<Null>	<Null>	NASHVILLE
133 ACADEMY SQ	<Null>	<Null>	NASHVILLE
4418 WINSTON AVE W	<Null>	<Null>	NASHVILLE
P O BOX 80271			NASHVILLE
1 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
45 PERKINS ST	<Null>	<Null>	NASHVILLE
19 HART ST ATTN: DONNEL WORDLAW	<Null>	<Null>	NASHVILLE
535 MOORE AVE			NASHVILLE
39 TRIMBLE ST	<Null>	<Null>	NASHVILLE
21 TRIMBLE ST	<Null>	<Null>	NASHVILLE
11 TRIMBLE ST	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
4418 WINSTON AVE W	<Null>	<Null>	NASHVILLE
17 TRIMBLE ST	<Null>	<Null>	NASHVILLE
1118 2ND AV S	<Null>	<Null>	NASHVILLE
5261 FREDERICKSBURG WAY E	<Null>	<Null>	BRENTWOOD
14 PERKINS ST	<Null>	<Null>	NASHVILLE
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557 MOORE AVE	<Null>	<Null>	NASHVILLE
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805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
P O BOX 80271	<Null>	<Null>	NASHVILLE
421 MALLORY ST	<Null>	<Null>	NASHVILLE
9 TRIMBLE ST			NASHVILLE
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54 LINCOLN ST	<Null>	<Null>	NASHVILLE

610 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
205 LOGANS CIR	<Null>	<Null>	FRANKLIN
1232 2ND AV S	<Null>	<Null>	NASHVILLE
95 WHITE BRIDGE RD STE 306 C/O KEITH KRAFT			NASHVILLE
551 MOORE AVE	<Null>	<Null>	NASHVILLE
1716 NEAL TERR	<Null>	<Null>	NASHVILLE
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33 TRIMBLE ST	<Null>	<Null>	NASHVILLE
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837 RUSSLEO DR	<Null>	<Null>	NASHVILLE
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P O BOX 451340	<Null>	<Null>	WESTLAKE
19 HART ST	<Null>	<Null>	NASHVILLE
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2309 CRESTMOOR RD STE 201	<Null>	<Null>	NASHVILLE
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
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23 TRIMBLE ST	<Null>	<Null>	NASHVILLE
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436 ATLAS DR	<Null>	<Null>	NASHVILLE
831 DEWEES AVE	<Null>	<Null>	NASHVILLE
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P O BOX 846			NASHVILLE
614 HAMILTON AVE	<Null>	<Null>	NASHVILLE
1722 NEAL TER	<Null>	<Null>	NASHVILLE
45 PERKINS ST	<Null>	<Null>	NASHVILLE
415 MALLORY ST	<Null>	<Null>	NASHVILLE
754 BENTON AVE			NASHVILLE
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40 WALL STREET FLOOR 58			NEW YORK
19 HART ST	<Null>	<Null>	NASHVILLE
P O BOX 196300	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
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526 HAMILTON AVE	<Null>	<Null>	NASHVILLE
402 BOULDER CREEK	<Null>	<Null>	MOUNT JULIET
1916 MOBLEY WAY APT 306	<Null>	<Null>	KNOXVILLE
2616 PADDOCK PARK DR	<Null>	<Null>	THOMPSONS STATION
2616 PADDOCK PARK			THOMPSONS STATION
1240 2ND AVE S 4			NASHVILLE
1240 2ND AVE S #5			NASHVILLE
907 ONEONTA	<Null>	<Null>	DALTON

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P O BOX 26	<Null>	<Null>	MONTICELLO
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1240 2ND AVE S C10	<Null>	<Null>	NASHVILLE
1240 2ND AVE UNIT C 11			NASHVILLE
5801 W MODOC AVE			VISALIA
1234 2ND AVE S			NASHVILLE
5121 GLENCARRON DR			NASHVILLE
519 LEGENDS RIDGE CT			FRANKLIN
1240 2ND AVE S UNIT 16	<Null>	<Null>	NASHVILLE
1234 2ND AVE S	<Null>	<Null>	NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
1707 A MARTIN ST	<Null>	<Null>	NASHVILLE
1707 B MARTIN ST	<Null>	<Null>	NASHVILLE
1716 STEWART PL	<Null>	<Null>	NASHVILLE
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115 A RAINS AVE	<Null>	<Null>	NASHVILLE
115 B RAINS AVE	<Null>	<Null>	NASHVILLE
2517 EUGENIA AVE STE 202			NASHVILLE
608 A HAMILTON AVE			NASHVILLE
608 B HAMILTON AVE			NASHVILLE
624 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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908 STEEPLECHASE DR	<Null>	<Null>	BRENTWOOD
510 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
7725 GATEWAY 1302	<Null>	<Null>	IRVINE
1044 B 2ND AVE S	<Null>	<Null>	NASHVILLE
2018 FRANSWORTH DR			NASHVILLE
553 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
553 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
300 CENTERVIEW DR STE 205	<Null>	<Null>	BRENTWOOD
1231 2ND AVE S			NASHVILLE
1708 A STEWART PL	<Null>	<Null>	NASHVILLE
1708 B STEWART PL	<Null>	<Null>	NASHVILLE
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545 A MOORE AVE	<Null>	<Null>	NASHVILLE
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615 NAPOLEAN AVE			NASHVILLE
34 A N HILL ST	<Null>	<Null>	NASHVILLE
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34 NORTH HILL STREET			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
9473 ASHFORD PL			BRENTWOOD
1242 THOMAS ST UNIT B	<Null>	<Null>	NASHVILLE
534 HAMILTON AVE A			NASHVILLE
534 B HAMILTON AVE	<Null>	<Null>	NASHVILLE

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613 B MOORE AVE	<Null>	<Null>	NASHVILLE
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47 A WHARF AVE	<Null>	<Null>	NASHVILLE
47 B WHARF AVE	<Null>	<Null>	NASHVILLE
3740 TURLEY DR A			NASHVILLE
28 N HILL ST			NASHVILLE
801 MAGNOLIA CT E	<Null>	<Null>	NASHVILLE
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753 B LYNWOOD AVE	<Null>	<Null>	NASHVILLE
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1116 A 2ND AVE S	<Null>	<Null>	NASHVILLE
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P O BOX 40466			NASHVILLE
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533 B MOORE AVE			NASHVILLE
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409 C MERRITT AVE	<Null>	<Null>	NASHVILLE
409 MERITT AVE UNIT D			NASHVILLE
513 3RD AVE S			NASHVILLE
P O BOX 158444			NASHVILLE
409 MERITT AVE UNIT B			NASHVILLE
513 3RD AVE S			NASHVILLE
1831 12TH AVE 257			NASHVILLE
1831 12TH AVE 257			NASHVILLE
2814 12TH AVE S			NASHVILLE
2814 12TH AVE S			NASHVILLE
512 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
6064 CENTRAL PIKE			MOUNT JULIET
516 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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6064 CENTRAL PIKE			MOUNT JULIET
6064 CENTRAL PIKE			MOUNT JULIET
1632 MARSHALL HOLLOW DR # 19	<Null>	<Null>	NASHVILLE
1630 MARSHALL HOLLOW DR			NASHVILLE
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241 DELLWOOD DR			SMYRNA
1624 MARSHALL HOLLOW DR # 23	<Null>	<Null>	NASHVILLE
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1620 MARSHALL HOLLOW DR #25			NASHVILLE
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518B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
520 SOUTHGATE AVE 29	<Null>	<Null>	NASHVILLE
6713 BETTS CT	<Null>	<Null>	COLLEGE GROVE
1619 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
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204 SOUTH 11TH STREET			NASHVILLE
616 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
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1033 DEMONBREUN ST FL3			NASHVILLE
147 A RAINS AVE	<Null>	<Null>	NASHVILLE
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157 MT KENNEDY DR	<Null>	<Null>	MARTINEZ
1811 B MARTIN ST	<Null>	<Null>	NASHVILLE
130 A RAINS AVE	<Null>	<Null>	NASHVILLE
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2206 21ST AVE S STE 200			NASHVILLE
2407 8TH AVE S #513	<Null>	<Null>	NASHVILLE
1404 PILLOW ST # 101			NASHVILLE
1400 PILLOW ST 102	<Null>	<Null>	NASHVILLE
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1489A WOODMONT BLVD	<Null>	<Null>	NASHVILLE
104 NESTLEDOWN CROSSING			BELL BUCKLE
415 MERRITT ST	<Null>	<Null>	NASHVILLE
215 LYNNWOOD TER	<Null>	<Null>	NASHVILLE
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411 MERRITT AVE #102	<Null>	<Null>	NASHVILLE
411 MERRITT AVE # 101			NASHVILLE
154 FRANKLIN RD			BRENTWOOD
9086 OLD HARDING PIKE	<Null>	<Null>	FRANKLIN
2711 OAKLAND AVE			NASHVILLE
141 HUNT'S LINK			DRIPPING SPRINGS
103-507 BOWEN TRUNK RD	<Null>	<Null>	BOWEN ISLAND
125 LINDEN FARMS RD	<Null>	<Null>	LOCUST VALLEY
1310 SLADE CRT			FRANKLIN
1402 PILLOW ST # 207			NASHVILLE
411 MERRITT AVE #202	<Null>	<Null>	NASHVILLE
P. O. BOX 47918	<Null>	<Null>	CHICAGO
1414 SOUT TRACE			BIRMINGHAM
1402 PILLOW ST #307	<Null>	<Null>	NASHVILLE
274 ANATOLE LN			CLEVELAND
1402 PILLOW ST #305	<Null>	<Null>	NASHVILLE
1402 PILLOW ST 304	<Null>	<Null>	NASHVILLE
1402 PILLOW ST 303			NASHVILLE

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1402 PILLOW ST 405			NASHVILLE
1512 FLINTRIDGE RD			AUSTIN
1402 PILLOW ST # 403	<Null>	<Null>	NASHVILLE
1402 PILLOW ST 402	<Null>	<Null>	NASHVILLE
1402 PILLOW ST # 201			NASHVILLE
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1235 MARTIN ST	<Null>	<Null>	NASHVILLE
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1309 B POLLOW ST	<Null>	<Null>	NASHVILLE
20 E HUBBARD AVE APT 413	<Null>	<Null>	COLUMBUS
32 GRAMERCY PARK S 17F			NEW YORK
6928 CAIRO BEND RD			LEBANON
102 BERGEN ST APT 1	<Null>	<Null>	BROOKLYN
2517 CRUZEN ST			NASHVILLE
600 12TH AVE S 1906	<Null>	<Null>	NASHVILLE
725 COOL SPRINGS BLVD #600	<Null>	<Null>	FRANKLIN
507 SOUTHGATE AVE			NASHVILLE
1608 MARSHALL HOLLOW DR 104			NASHVILLE
905 TRAVELERS CT	<Null>	<Null>	NASHVILLE
4418 SALISBURY DR	<Null>	<Null>	CARLSBAD
1608 MARSHALL HOLLOW DR # 203	<Null>	<Null>	NASHVILLE
620 WHISPERWOOD CT			BOWLING GREEN
519 BRUNER PL	<Null>	<Null>	HINSDALE
924 A S DOUGLAS AVE			NASHVILLE
1608 MARSHALL HOLLOW DR 303			NASHVILLE
1609 MARSHALL HOLLOW DR #101	<Null>	<Null>	NASHVILLE
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407 B MOORE AVE	<Null>	<Null>	NASHVILLE
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2156 A BYRUM AVE			NASHVILLE
1431 14TH AVE S	<Null>	<Null>	NASHVILLE
944 9TH AVE S	<Null>	<Null>	NASHVILLE
533 B MOORE AVE	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
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84 ALTENTANN	<Null>	<Null>	NASHVILLE
1317 B PILLOW ST	<Null>	<Null>	NASHVILLE
1016A GLENDALE LN			NASHVILLE
1016 A GLENDALE LN			NASHVILLE
513 3RD AVE S			NASHVILLE
1700 CARVELL AVE	<Null>	<Null>	NASHVILLE
1702 CARVELL AVE			NASHVILLE
703 PENDRAGON CT			FRANKLIN
1906 GLEN ECHO RD 150962			NASHVILLE
929 GALE LN			NASHVILLE
514 B MOORE AVE	<Null>	<Null>	NASHVILLE
516 A MOORE AVE	<Null>	<Null>	NASHVILLE
516 B MOORE AVE	<Null>	<Null>	NASHVILLE
929 GALE LN			NASHVILLE
423 MALLORY ST	<Null>	<Null>	NASHVILLE
425 MALLORY ST	<Null>	<Null>	NASHVILLE
P O BOX 159342			NASHVILLE
2154 A BYRUM AVE	<Null>	<Null>	NASHVILLE
2154 B BYRUM AVE	<Null>	<Null>	NASHVILLE
31 A PERKINS ST	<Null>	<Null>	NASHVILLE
29 B HUBBARD ST	<Null>	<Null>	NASHVILLE
2839 SCENIC DR			CLARKSVILLE
10 A N HILL ST	<Null>	<Null>	NASHVILLE
10 A N HILL ST	<Null>	<Null>	NASHVILLE
219 WILLIAMSBURG CIR			BRENTWOOD
P O BOX 40466			NASHVILLE
2082 HAMPSHIRE PIKE	<Null>	<Null>	COLUMBIA
2082 HAMPSHIRE PIKE	<Null>	<Null>	COLUMBIA
613 HAMILTON AVE			NASHVILLE
613 HAMILTON AVE			NASHVILLE
605 C HAMILTON AVE	<Null>	<Null>	NASHVILLE
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121 1ST AVE STE 220			FRANKLIN
1405 MARTIN ST C	<Null>	<Null>	NASHVILLE

121 1ST AVE STE 220			FRANKLIN
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121 1ST AVE STE 220			FRANKLIN
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121 1ST AVE S STE 220			FRANKLIN
1204 15TH AVE S			NASHVILLE
16 B N HILL ST	<Null>	<Null>	NASHVILLE
151 A RAINS AVE	<Null>	<Null>	NASHVILLE
151 B RAINS AVE	<Null>	<Null>	NASHVILLE
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1706 A CARVELL AVE	<Null>	<Null>	NASHVILLE
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639 E MAIN ST			HENDERSONVILLE
527 A MOORE AVE	<Null>	<Null>	NASHVILLE
1871 QUAIL RUN LN	<Null>	<Null>	ELLENSBURG
525 A MOORE AVE	<Null>	<Null>	NASHVILLE
525 B MOORE AVE	<Null>	<Null>	NASHVILLE
827 W MCKENNIE AVE			NASHVILLE
827 W MCKENNIE AVE			NASHVILLE
P O BOX 306			FLAGSTAFF
2578 E LOCUST DR			CHANDLER
202 DEER RIDGE CT	<Null>	<Null>	BUTLER
3844 MT JULIET RD			HERMITAGE
22 A N HILL ST	<Null>	<Null>	NASHVILLE
22B N HILL ST			NASHVILLE
460 CRAIGHEAD ST	<Null>	<Null>	NASHVILLE
1808 B MARTIN ST			NASHVILLE
19 A TRIMBLE ST	<Null>	<Null>	NASHVILLE
19 B TRIMBLE ST	<Null>	<Null>	NASHVILLE
2441 OLD FORT PKWY STE Q472			MURFREESBORO
1871 QUAIL RUN LN	<Null>	<Null>	ELLENSBURG
149 B RAINS AVE	<Null>	<Null>	NASHVILLE

9919 MAXWELL LN	<Null>	<Null>	BRENTWOOD
9919 MAXWELL LN	<Null>	<Null>	BRENTWOOD
1800 MAIN ST			BLOOMSBURG
513 3RD AVE S			NASHVILLE
513 3RD AVE S			NASHVILLE
7562 AUBREY RIDGE DR			FAIRVIEW
522 MOORE AVE	<Null>	<Null>	NASHVILLE
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD
809 WINDSTONE BLVD			BRENTWOOD
PO BOX 3641			BRENTWOOD
PO BOX 3641			BRENTWOOD
1205 LINCOLN RD STE 215			MIAMI BEACH
1205 LINCOLN RD STE 215			MIAMI BEACH
50 VANTAGE WAY STE 107			NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
2309 CRESTMOOR RD STE 201			NASHVILLE
2309 CRESTMOOR RD STE 201			NASHVILLE
2309 CRESTMOOR RD STE 201			NASHVILLE
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10511012700	0.17	1807 ALLISON PL	1807
10504019600	0.06	13 GARDEN ST	13
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10503009200	0.16	1079 2ND AVE S	1079
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10511002900	0.21	153 RAINS AVE	153
10504003800	0.18	15 TRIMBLE ST	15
09315037000	0.04	54 WHARF AVE	54
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10504018900	0.16	1252 1ST AVE S	1252
09315029700	0.17	1045 2ND AVE S	1045
10511022400	2.17	2150 BYRUM AVE	2150
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10503025900	0.1	1235 2ND AVE S	1235
10511004000	0.17	440 WINGROVE ST	440
10511021800	0.17	2157 BYRUM AVE	2157
10503013100	0.1	45 WHARF AVE	45
10504015800	0.14	1252 THOMAS ST	1252
10504021200	0.15	14 HART ST	14
10511018800	0.17	1702 NEAL TER	1702
10511012900	0.17	1811 ALLISON PL	1811
10507014600	0.15	1302 A PILLOW ST	1302
10504013400	0.16	1240 1ST AVE S	1240
10511022100	0.17	2163 BYRUM AVE	2163
10504010100	0.18	30 N HILL ST	30
10511000200	0.17	620 SOUTHGATE AVE	620
10504013200	0.08	1236 1ST AVE S	1236
10511012600	0.17	1805 ALLISON PL	1805
10507022400	0.2	546 HAMILTON AVE	546
10511003900	0.18	442 WINGROVE ST	442
10504019500	0.12	11 GARDEN ST	11
10504018800	0.18	1265 1ST AVE S	1265
10503013900	0.26	25 WHARF AVE	25
10507026400	0.2	519 HAMILTON AVE	519
10511020000	0.21	162 RAINS AVE	162
10507024900	0.28	561 HAMILTON AVE	561
10504010700	0.11	21 N HILL ST	21
09315032700	0.27	1028 2ND AVE S	1028
10511022500	0.27	2152 BYRUM AVE	2152
10511011900	0.17	1711 ALLISON PL	1711
10504015700	0.06	1256 THOMAS ST	1256
10511000600	0.19	1613 MARTIN ST	1613
10507037100	0.48	136 RAINS AVE	136
10511018700	0.17	1704 NEAL TER	1704

10507027100	0.2	507 HAMILTON AVE	507
10507020600	0.2	508 HAMILTON AVE	508
10507021600	0.2	530 HAMILTON AVE	530
10508007600	0.08	9 HART ST	9
10507037300	0.17	138 RAINS AVE	138
09315029200	0.15	1059 2ND AVE S	1059
10507012900	0.23	1311 PILLOW ST	1311
10503013700	0.13	31 WHARF AVE	31
10503011400	0.12	1112 2ND AVE S	1112
10504001300	0.15	10 CLAIBORNE ST	10
09315034000	0.23	1031 1ST AVE S	1031
10511007000	0.17	1809 STEWART PL	1809
10504009800	0.18	36 N HILL ST	36
10507029300	0.26	550 MOORE AVE	550
10504019000	0.06	1 GARDEN ST	1
10503012400	0.15	1105 1ST AVE S	1105
10511000700	0.17	610 SOUTHGATE AVE	610
10507037000	0.23	430 MALLORY ST	430
10504013500	0.09	1248 1ST AVE S	1248
10504013600	0.07	0 JOHN ST	0
10507037500	0.17	0 RAINS AVE	0
10507016700	0.17	1302 LITTLE HAMILTON AVE	1302
10507016800	0.1	1300 LITTLE HAMILTON AVE	1300
10504018200	0.21	1253 1ST AVE S	1253
10507022100	0.2	540 HAMILTON AVE	540
09315037300	0.16	53 WHARF AVE	53
09315030500	0.12	1021 2ND AVE S	1021
10507014500	0.21	1302 B PILLOW ST	1302
09315030300	0.16	1025 2ND AVE S	1025
10511005300	0.16	419 MOORE AVE	419
10511005600	0.18	425 MOORE AVE	425
10507039200	0.16	419 MALLORY ST	419
10507037900	0.17	418 MOORE AVE	418
10511004500	0.71	430 WINGROVE ST	430
10511003300	0.16	200 RAINS AVE	200
10511011000	0.18	1810 MARTIN ST	1810
10511003800	0.17	444 WINGROVE ST	444
10511004900	0.12	407 B MOORE AVE	407
10511005000	0.12	409 MOORE AVE	409
10507039100	0.16	417 MALLORY ST	417
09315032100	0.12	1014 2ND AVE S	1014
10507038600	0.12	0 MOORE AVE	0
10508024400	0.07	408 MOORE AVE	408
10503030800	0.21	1239 1ST AVE S	1239
10511004700	0.12	426 WINGROVE ST	426
10511006200	0.17	1711 STEWART PL	1711
10504019700	0.1	15 GARDEN ST	15

10511007100	0.17	1811 STEWART PL	1811
10504010300	0.16	9 N HILL ST	9
10503032300	0.16	5 N HILL ST	5
10504016500	0.27	39 N HILL ST	39
10507021100	0.2	518 HAMILTON AVE	518
10507021200	0.2	520 HAMILTON AVE	520
10511005200	0.16	417 MOORE AVE	417
10504012700	0.07	18 SHEPARD ST	18
10511006100	0.17	1709 STEWART PL	1709
10511000900	0.17	606 SOUTHGATE AVE	606
10507034700	0.17	519 A MOORE AVE	519
10507031900	0.34	601 MOORE AVE	601
10507032000	0.17	601 MOORE AVE	601
10504011900	0.11	34 SHEPARD ST	34
10507038700	0.12	407 MALLORY ST	407
10507038800	0.12	409 MALLORY ST	409
10503009100	0.09	1101 2ND AVE S	1101
10504010200	0.11	7 N HILL ST	7
10503012500	0.27	1103 1ST AVE S	1103
10507037600	0.2	424 MOORE AVE	424
09315029500	0.1	1053 2ND AVE S	1053
10507024200	0.22	617 HAMILTON AVE	617
10511008400	0.17	1712 STEWART PL	1712
10503012800	0.22	1047 1ST AVE S	1047
09315029900	0.16	1033 2ND AVE S	1033
10511007600	0.17	1810 STEWART PL	1810
10511010700	0.18	1816 MARTIN ST	1816
10507012700	0.2	1307 PILLOW ST	1307
10511013800	0.17	1808 ALLISON PL	1808
10511016000	0.17	1717 NEAL TER	1717
10511018200	0.17	1714 NEAL TER	1714
10504014500	0.05	21 A SHEPARD ST	21
10504014600	0.11	21 SHEPARD ST	21
10503025200	0.11	1211 2ND AVE S	1211
10507025400	0.2	551 HAMILTON AVE	551
10503026600	0.14	1249 2ND AVE S	1249
10507019900	0.2	113 RAINS AVE	113
10507019300	0.34	1401 PILLOW ST	1401
10507022000	0.2	538 HAMILTON AVE	538
10511015900	0.17	1715 NEAL TER	1715
10511006800	0.17	1805 STEWART PL	1805
10504021000	0.14	22 HART ST	22
10503028000	0.23	1260 2ND AVE S	1260
10511013000	0.17	1813 ALLISON PL	1813
10504013900	0.34	1257 JOHN ST	1257
10512000700	0.13	418 WINGROVE ST	418
10507032200	0.6	0 MARTIN ST	0

10511014100	0.17	1800 ALLISON PL	1800
10511017000	0.21	1817 NEAL TER	1817
09315033900	0.22	1033 A 1ST AVE S	1033
10507020800	0.2	512 HAMILTON AVE	512
10507020900	0.2	514 HAMILTON AVE	514
10504013000	0.16	10 SHEPARD ST	10
10511008000	0.17	1802 STEWART PL	1802
10503026100	0.09	1239 2ND AVE S	1239
10507026000	0.2	535 HAMILTON AVE	535
10507014800	0.26	1301 LITTLE HAMILTON AVE	1301
10503027700	0.21	1266 2ND AVE S	1266
10503026500	0.07	1247 2ND AVE S	1247
10504016400	0.14	1238 THOMAS ST	1238
09315034500	0.13	1015 1ST AVE S	1015
09315034600	0.22	1013 1ST AVE S	1013
09315037500	0.13	49 WHARF AVE	49
10504001600	0.15	14 TRIMBLE ST	14
10504019100	0.06	3 GARDEN ST	3
10503014100	0.17	21 WHARF AVE	21
10507028500	0.17	532 MOORE AVE	532
10504015500	0.11	1266 THOMAS ST	1266
10511001000	0.34	604 SOUTHGATE AVE	604
09315031900	0.06	1010 2ND AVE S	1010
10507040000	0.23	414 MALLORY ST	414
10511010200	0.18	1813 MARTIN ST	1813
10504015000	0.1	20 GARDEN ST	20
10511020100	0.21	160 RAINS AVE	160
10504001400	0.27	2 CLAIBORNE ST	2
10511015100	0.15	1700 ALLISON PL	1700
10504011500	0.07	42 SHEPARD ST	42
10511014200	0.17	1718 ALLISON PL	1718
10511017100	0.23	1818 NEAL TER	1818
10507037800	0.17	420 MOORE AVE	420
10508005000	0.18	27 HART ST	27
10508005100	0.14	25 HART ST	25
10508004700	0.1	1304 1ST AVE S	1304
10504014400	0.05	19 SHEPARD ST	19
10503008800	0.19	1105 2ND AVE S	1105
10511008800	0.17	1704 STEWART PL	1704
10503026400	0.1	1245 2ND AVE S	1245
10504008300	0.05	54 HUBBARD ST	54
10504001100	0.15	14 CLAIBORNE ST	14
10507019200	0.23	1403 PILLOW ST	1403
10511008100	0.17	1800 STEWART PL	1800
10511002400	0.7	508 SOUTHGATE AVE	508
10507036300	0.23	118 RAINS AVE	118
10507023000	0.18	604 HAMILTON AVE	604

10511012000	0.17	1713 ALLISON PL	1713
10507029000	0.34	542 MOORE AVE	542
10507029100	0.17	546 MOORE AVE	546
10503012100	0.18	108 CHESTNUT ST	108
10504002000	0.12	21 PERKINS ST	21
10507036200	0.23	116 RAINS AVE	116
10504004000	0.15	12 N HILL ST	12
10511001600	0.99	526 SOUTHGATE AVE	526
10503013800	0.13	29 WHARF AVE	29
10507022500	0.2	548 HAMILTON AVE	548
10504012300	0.18	28 SHEPARD ST	28
10507025900	0.2	537 HAMILTON AVE	537
10507022700	1.3	1312 MARTIN ST	1312
10511003400	0.16	202 RAINS AVE	202
10511001200	0.34	600 SOUTHGATE AVE	600
09315029400	0.1	1055 2ND AVE S	1055
10507024500	0.19	611 HAMILTON AVE	611
10511021600	0.17	2153 BYRUM AVE	2153
10503030600	0.64	1233 1ST AVE S	1233
10511007800	0.17	1806 STEWART PL	1806
10507042500	0.19	1285 2ND AVE S	1285
10504021100	0.14	16 HART ST	16
10504019400	0.06	9 GARDEN ST	9
10507015000	0.2	1305 LITTLE HAMILTON AVE	1305
10503032600	0.1	1232 1ST AVE S	1232
10512000400	0.11	405 A MOORE AVE	405
10511001100	0.34	602 SOUTHGATE AVE	602
10511016200	0.17	1801 NEAL TER	1801
10511007200	0.34	1813 STEWART PL	1813
10507026600	0.2	515 HAMILTON AVE	515
10507026700	0.17	515 A HAMILTON AVE	515
09315033000	0.23	1036 2ND AVE S	1036
09315037600	0.21	1040 2ND AVE S	1040
10503031000	0.2	1243 1ST AVE S	1243
10511012400	0.17	1801 ALLISON PL	1801
10503014000	0.12	23 WHARF AVE	23
10503031001	0.18	1247 1ST AVE S	1247
10504010500	0.25	15 N HILL ST	15
10511010000	0.18	1809 MARTIN ST	1809
09315030700	0.11	1015 2ND AVE S	1015
10511015000	0.16	1702 ALLISON PL	1702
10511022900	0.19	2160 BYRUM AVE	2160
10507028300	0.23	528 MOORE AVE	528
10511016800	0.17	1813 NEAL TER	1813
10511014300	0.17	1716 ALLISON PL	1716
10503030000	0.21	1219 1ST AVE S	1219
10507022800	0.27	600 HAMILTON AVE	600

10511002500	0.32	506 SOUTHGATE AVE	506
10507032800	0.17	1608 MARTIN ST	1608
10507032500	0.17	1609 MARTIN ST	1609
09315034100	0.26	1029 1ST AVE S	1029
10504010900	0.15	25 N HILL ST	25
09315034700	0.22	1011 1ST AVE S	1011
10507039600	0.11	418 MALLORY ST	418
10507039700	0.11	420 MALLORY ST	420
10507021400	0.2	524 HAMILTON AVE	524
09315034200	0.26	1023 1ST AVE S	1023
09315037700	0.22	1025 1ST AVE S	1025
10511003700	0.2	446 WINGROVE ST	446
10511019400	0.31	1708 CARVELL AVE	1708
10511019500	0.2	1710 CARVELL AVE	1710
10507030400	0.17	612 MOORE AVE	612
10507027000	0.2	509 HAMILTON AVE	509
10511014000	0.17	1802 ALLISON PL	1802
10503008400	0.17	1113 2ND AVE S	1113
10507031800	0.17	607 MOORE AVE	607
10511021900	0.17	2159 BYRUM AVE	2159
10511007900	0.17	1804 STEWART PL	1804
10511015700	0.17	1711 NEAL TER	1711
10504020900	0.15	24 HART ST	24
10503025800	0.1	1233 2ND AVE S	1233
10503027300	0.14	1263 2ND AVE S	1263
10507048500	0.17	510 MOORE AVE	510
10511015300	0.17	1703 NEAL TER	1703
10504000800	0.15	18 PERKINS ST	18
10511004100	0.17	438 WINGROVE ST	438
10507031600	0.17	611 MOORE AVE	611
10507036400	0.23	120 RAINS AVE	120
10511008900	0.17	1702 STEWART PL	1702
10511018600	0.17	1706 NEAL TER	1706
10507030500	0.17	614 MOORE AVE	614
10507031700	0.17	609 MOORE AVE	609
10511006400	0.17	1715 STEWART PL	1715
10507026500	0.2	517 HAMILTON AVE	517
10507023100	0.2	606 HAMILTON AVE	606
10503007800	0.09	1123 2ND AVE S	1123
10511000800	0.17	608 SOUTHGATE AVE	608
10511006500	0.17	1717 STEWART PL	1717
10511012300	0.17	1719 ALLISON PL	1719
10511015600	0.17	1709 NEAL TER	1709
10504004400	0.18	20 N HILL ST	20
10503012200	0.36	1109 1ST AVE S	1109
10503026800	0.11	1253 2ND AVE S	1253
10503026700	0.14	1251 2ND AVE S	1251

10507027800	0.26	512 MOORE AVE	512
10504019800	0.1	17 GARDEN ST	17
10504000900	0.29	24 LINCOLN ST	24
10511006300	0.17	1713 STEWART PL	1713
10507028400	0.22	530 MOORE AVE	530
10511003500	0.16	204 RAINS AVE	204
10504016600	0.14	41 N HILL ST	41
10504015300	0.06	26 GARDEN ST	26
10511005500	0.18	423 MOORE AVE	423
10507016300	0.17	1310 LITTLE HAMILTON AVE	1310
10511014600	0.17	1710 ALLISON PL	1710
10511003600	0.13	206 RAINS AVE	206
10511004200	0.17	436 WINGROVE ST	436
10504014200	0.1	15 SHEPARD ST	15
10503032200	0.17	3 N HILL ST	3
10504012000	0.11	32 SHEPARD ST	32
10512000800	0.13	416 WINGROVE ST	416
09315030200	0.08	1027 2ND AVE S	1027
10511009100	0.24	603 A SOUTHGATE AVE	603
10503027400	0.12	1265 2ND AVE S	1265
10503027800	0.21	1264 2ND AVE S	1264
10504015600	0.14	1258 THOMAS ST	1258
10511022000	0.17	2161 BYRUM AVE	2161
10504004100	0.18	14 N HILL ST	14
10504015200	0.05	24 GARDEN ST	24
10504021400	0.16	1262 1ST AVE S	1262
10507016500	0.17	1306 LITTLE HAMILTON AVE	1306
10507037700	0.18	422 MOORE AVE	422
10503030700	0.21	1235 1ST AVE S	1235
10504000200	0.15	22 CLAIBORNE ST	22
10504013300	0.12	1238 1ST AVE S	1238
10511009300	0.26	1703 MARTIN ST	1703
10511012200	0.17	1717 ALLISON PL	1717
10511005100	0.17	415 MOORE AVE	415
10508000100	0.05	8 HART ST	8
10504018400	0.21	1257 1ST AVE S	1257
10503030200	0.15	1225 1ST AVE S	1225
10504008100	0.14	46 TRIMBLE ST	46
10511005800	0.17	1703 STEWART PL	1703
10511007500	0.17	1812 STEWART PL	1812
10504008200	0.13	52 TRIMBLE ST	52
10507039800	0.11	422 MALLORY ST	422
10511016700	0.17	1811 NEAL TER	1811
10507039500	0.11	424 MALLORY ST	424
10504007900	0.14	38 TRIMBLE ST	38
10507029500	0.17	554 MOORE AVE	554
10507030600	0.17	616 MOORE AVE	616

10503027000	0.11	1257 2ND AVE S	1257
10511009700	0.23	1711 MARTIN ST	1711
10511013100	0.17	1815 ALLISON PL	1815
09315033800	0.17	1062 2ND AVE S	1062
10511030200	0.22	1726 MARTIN ST	1726
10511030300	0.22	1722 MARTIN ST	1722
10511030400	0.2	1718 MARTIN ST	1718
10511030500	0.22	1714 MARTIN ST	1714
10511030600	0.2	1712 MARTIN ST	1712
10511030700	0.2	1708 MARTIN ST	1708
10503013500	0.14	39 WHARF AVE	39
10504019200	0.12	5 GARDEN ST	5
09315034300	0.17	1019 1ST AVE S	1019
10511017200	0.17	1816 NEAL TER	1816
10511016300	0.17	1803 NEAL TER	1803
10503027100	0.09	1259 2ND AVE S	1259
10507029400	0.17	552 MOORE AVE	552
10504002200	0.16	27 PERKINS ST	27
10507030200	0.17	608 MOORE AVE	608
10512000500	0.11	405 B MOORE AVE	405
09315032800	0.23	1030 2ND AVE S	1030
10503009300	0.1	1077 2ND AVE S	1077
10511009900	0.23	1807 MARTIN ST	1807
10504013700	0.1	1246 1ST AVE S	1246
10503011900	0.17	1122 2ND AVE S	1122
10503032400	0.13	1228 1ST AVE S	1228
10511000300	0.17	618 SOUTHGATE AVE	618
10504020800	0.14	36 HART ST	36
10507036800	0.23	128 RAINS AVE	128
10511016600	0.17	1809 NEAL TER	1809
10511020500	0.23	150 RAINS AVE	150
10511020600	0.23	148 RAINS AVE	148
10511020700	0.23	146 RAINS AVE	146
10511020800	0.23	144 RAINS AVE	144
10511020900	0.25	142 RAINS AVE	142
10511021000	0.25	2131 BYRUM AVE	2131
10511021100	0.23	2135 BYRUM AVE	2135
10511021200	0.23	2139 BYRUM AVE	2139
10511021300	0.23	2143 BYRUM AVE	2143
10511021400	0.23	2147 BYRUM AVE	2147
10504019900	0.12	19 GARDEN ST	19
09315031800	0.05	1008 2ND AVE S	1008
10507015200	0.2	1309 LITTLE HAMILTON AVE	1309
10511021500	0.17	2151 BYRUM AVE	2151
10511009800	0.23	1805 MARTIN ST	1805
10504014700	0.45	33 SHEPARD ST	33
10507029600	0.25	1500 MARTIN ST	1500

10511010900	0.18	1812 MARTIN ST	1812
10508004900	0.1	1300 1ST AVE S	1300
10511012500	0.17	1803 ALLISON PL	1803
10511009400	0.23	1705 MARTIN ST	1705
10511000500	0.13	614 SOUTHGATE AVE	614
10511013200	0.26	1821 ALLISON PL	1821
10504014701	0.34	37 SHEPARD ST	37
10504014800	0.37	12 GARDEN ST	12
10504015900	0.12	1248 THOMAS ST	1248
10503008900	0.08	1103 2ND AVE S	1103
10511009600	0.23	1709 MARTIN ST	1709
10508007700	0.06	1300 2ND AVE S	1300
09315037400	0.13	51 WHARF AVE	51
10503027200	0.09	1261 2ND AVE S	1261
09315032300	0.12	1020 2ND AVE S	1020
10503025600	0.05	1217 B 2ND AVE S	1217
10504019300	0.06	7 GARDEN ST	7
09315029600	0.16	1051 2ND AVE S	1051
10511014900	0.17	1704 ALLISON PL	1704
10511011300	0.24	525 SOUTHGATE AVE	525
10504011800	0.05	36 SHEPARD ST	36
10511015800	0.17	1713 NEAL TER	1713
10507028000	0.36	518 MOORE AVE	518
09315029100	0.1	1061 2ND AVE S	1061
10507023800	0.2	620 HAMILTON AVE	620
10503010900	0.17	1102 2ND AVE S	1102
10507015600	0.2	1317 LITTLE HAMILTON AVE	1317
10511013500	0.17	1814 ALLISON PL	1814
10507016600	0.17	1304 LITTLE HAMILTON AVE	1304
10508023900	0.2	405 MALLORY ST	405
10504018300	0.21	1255 1ST AVE S	1255
10511019900	0.18	164 RAINS AVE	164
10511002600	0.34	504 SOUTHGATE AVE	504
10503025400	0.11	1215 2ND AVE S	1215
10504009700	0.18	38 N HILL ST	38
10511013600	0.17	1812 ALLISON PL	1812
10511016100	0.17	1719 NEAL TER	1719
10507032600	0.14	1611 MARTIN ST	1611
09315034400	0.16	1017 1ST AVE S	1017
09315033300	0.17	1050 2ND AVE S	1050
10504018100	0.21	1251 1ST AVE S	1251
10511016400	0.17	1805 NEAL TER	1805
10503032500	0.2	1230 1ST AVE S	1230
10511011200	0.17	1806 MARTIN ST	1806
10503030100	0.31	1223 1ST AVE S	1223
10511010800	0.18	1814 MARTIN ST	1814
10507049100	0.2	505 HAMILTON AVE	505

09315038000	0.16	1037 2ND AVE S	1037
10507049200	0.24	524 MOORE AVE	524
10504039000	0.22	29 TRIMBLE ST	29
09315038300	0.22	1041 1ST AVE S	1041
09315038400	0.22	1039 1ST AVE S	1039
09315038500	0.22	1037 1ST AVE S	1037
09315038600	0.22	1035 1ST AVE S	1035
10507049800	0.17	517 MOORE AVE	517
10507049900	0.17	529 MOORE AVE	529
10511031100	0.17	521 SOUTHGATE AVE	521
10503034100	0.22	1111 1ST AVE S	1111
10503034200	0.22	1113 1ST AVE S	1113
10503034300	0.17	1115 1ST AVE S	1115
10503034400	0.17	1117 1ST AVE S	1117
10503034500	0.17	1119 1ST AVE S	1119
10507050000	0.17	131 RAINS AVE	131
10507050100	0.15	135 RAINS AVE	135
10507050200	0.16	133 RAINS AVE	133
10511031200	5.21	161 RAINS AVE	161
10504039500	0.05	40 SHEPARD ST	40
10504039600	0.14	0 HART ST	0
10507050400	0.17	540 C MOORE AVE	540
093150A00100CO	<Null>	1023 A 2ND AVE S	1023
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093150A00300CO	0.16	1023 C 2ND AVE S	1023
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105030B90000CO	0.14	1074 C 2ND AVE S	1074
105030C00100CO	0	1078 A 2ND AVE S	1078
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105070B00200CO	<Null>	615 A HAMILTON AVE	615
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105070D00200CO	<Null>	1310 B PILLOW ST	1310
105070D90000CO	0.2	1310 C PILLOW ST	1310
105070E00100CO	<Null>	1312 A PILLOW ST	1312
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105110D00200CO	<Null>	502 SOUTHGATE AVE 2	502
105110D00300CO	<Null>	502 SOUTHGATE AVE 3	502
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105110F00100CO	<Null>	517 A SOUTHGATE AVE	517
105110F00200CO	<Null>	517 B SOUTHGATE AVE	517
105110F90000CO	0.17	517 C SOUTHGATE AVE	517
105110E00100CO	<Null>	154 RAINS AVE	154
105110E00200CO	<Null>	156 RAINS AVE	156
105110E90000CO	0.21	154 B RAINS AVE	154
105070I00100CO	<Null>	619 A MOORE AVE	619
105070I00200CO	<Null>	619 B MOORE AVE	619
105070I90000CO	0.17	619 C MOORE AVE	619
105070J00100CO	<Null>	621 A MOORE AVE	621
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105070J90000CO	0.17	621 C MOORE AVE	621
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105070M00200CO	<Null>	606 B MOORE AVE	606
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105030G00200CO	<Null>	1104 B 2ND AVE S	1104
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105070R00100CO	<Null>	536 B MOORE AVE	536
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105070S00100CO	<Null>	505 A MOORE AVE	505
105070S00200CO	<Null>	505 B MOORE AVE	505
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105070Q00100CO	<Null>	1316 A PILLOW ST	1316
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105030I00600CO	<Null>	1069 B 2ND AVE S	1069
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105030I90200CO	0.15	1069 C 2ND AVE S	1069
10504039900	0.09	16 PERKINS ST	16
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105110N00100CO	<Null>	1703 ALLISON PL	1703
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105072G00300CO	0	1270 2ND AVE S #3	1270
105072G00400CO	0	1270 2ND AVE S #4	1270
105072G00500CO	0	1270 2ND AVE S #5	1270
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105072G00800CO	0	2 HART ST #4	2
105072G00900CO	0	2 HART ST #5	2

105072G01000CO	0	2 HART ST #6	2
105072G01100CO	0	2 HART ST #1	2
105072G01200CO	0	2 HART ST #2	2
105072G01300CO	0	2 HART ST #7	2
105072G01400CO	0	2 HART ST #8	2
105072G01500CO	0	2 HART ST #10	2
105072G01600CO	0	2 HART ST #9	2
105072G90000CO	0.64	2 B HART ST	2
105113B00100CO	0	1818 ALLISON PL	1818
105113B00200CO	0	600 WEDGEWOOD AVE	600
105113B90000CO	0.2	600 B WEDGEWOOD AVE	600
105111A00100CO	0	1712 A NEAL TER	1712
105111A00200CO	0	1712 B NEAL TER	1712
105111A90000CO	0.17	1712 C NEAL TER	1712
105112A00100CO	0	2155 A BYRUM AVE	2155
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105112A90000CO	0.17	2155 C BYRUM AVE	2155
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105073F90000CO	0.2	549 C HAMILTON AVE	549
105073E00100CO	<Null>	618 A HAMILTON AVE	618
105073E00200CO	<Null>	618 B HAMILTON AVE	618
105073E90000CO	0.2	618 C HAMILTON AVE	618
105073H00100CO	<Null>	600 MOORE AVE	600
105073H00200CO	<Null>	1501 MARTIN ST	1501
105073H90000CO	0.17	1501 B MARTIN ST	1501
105074H00100CO	0	117 A RAINS AVE	117
105074H00200CO	0	117 B RAINS AVE	117
105074H90000CO	0.2	117 C RAINS AVE	117
105074G00100CO	0	119 A RAINS AVE	119
105074G00200CO	0	119 B RAINS AVE	119
105074G90000CO	0.17	119 C RAINS AVE	119
105111B00100CO	<Null>	509 B SOUTHGATE AVE	509
105111B00200CO	<Null>	509 A SOUTHGATE AVE	509
105111C90000CO	0.23	1707 C MARTIN ST	1707
105111D90000CO	0.17	1718 B STEWART PL	1718
105073I90000CO	0.18	608 C HAMILTON AVE	608
105111E90000CO	0.17	624 B SOUTHGATE AVE	624
105074J90000CO	0.2	510 C HAMILTON AVE	510
105073J90000CO	0.2	553 C HAMILTON AVE	553
105030M90000CO	0.2	1231 B 2ND AVE S	1231
105111F90000CO	0.17	1708 C STEWART PL	1708
105111G90000CO	0.17	1706 C STEWART PL	1706
105040G90000CO	0.14	1242 C THOMAS ST	1242
105073L90000CO	0.2	534 C HAMILTON AVE	534
105073M90000CO	0.17	613 C MOORE AVE	613
105073N90000CO	0.17	610 C MOORE AVE	610

105040H90000CO	0.16	11 C N HILL ST	11
105030N90000CO	0.13	47 C WHARF AVE	47
105040I90000CO	0.16	26 B N HILL ST	26
105112B90000CO	0.18	421 C MOORE AVE	421
105074K90000CO	0.2	511 C HAMILTON AVE	511
105111H90000CO	0.17	1712 C ALLISON PL	1712
105111I90000CO	0.17	1714 C ALLISON PL	1714
105112D90000CO	1.21	1608 B MARSHALL HOLLOW DR	1608
105112C90000CO	0.21	147 C RAINS AVE	147
105111J90000CO	0.18	1811 C MARTIN ST	1811
105074N90000CO	0.23	130 C RAINS AVE	130
105074P90000CO	0.2	532 C HAMILTON AVE	532
105073Q90000CO	0.2	559 C HAMILTON AVE	559
105072H90000CO	0.23	1309 C PILLOW ST	1309
105074Q90000CO	0.17	521 C MOORE AVE	521
105074S90000CO	0.17	515 C MOORE AVE	515
105112E90000CO	0.26	2156 C BYRUM AVE	2156
105073R90000CO	0.17	533 C MOORE AVE	533
105111K90000CO	0.17	1806 C ALLISON PL	1806
105072I90000CO	0.23	1317 C PILLOW ST	1317
105112F90000CO	0.23	1702 B CARVELL AVE	1702
093150E90000CO	0.17	1052 C 2ND AVE S	1052
105074T90000CO	0.16	514 C MOORE AVE	514
10503035600	0.1	1237 2ND AVE S	1237
105112G90000CO	0.22	2154 C BYRUM AVE	2154
105072K90000CO	0.21	1304 C PILLOW ST	1304
105073T90000CO	0.19	613 C HAMILTON AVE	613
105073U90000CO	0.61	603 D HAMILTON AVE	603
105040K90000CO	0.18	16 C N HILL ST	16
105112H90000CO	0.21	151 C RAINS AVE	151
105111L90000CO	0.15	1704 C CARVELL AVE	1704
105074W90000CO	0.17	527 C MOORE AVE	527
105074X90000CO	0.17	525 C MOORE AVE	525
105040L90000CO	0.12	1240 C THOMAS ST	1240
105040N90000CO	0.18	24 C N HILL ST	24
105040M90000CO	0.18	22 C N HILL ST	22
105111N90000CO	0.18	1808 C MARTIN ST	1808
105112I90000CO	0.21	149 C RAINS AVE	149
105040P90000CO	0.17	1255 B JOHN ST	1255
105073V90000CO	0.17	1605 C MARTIN ST	1605
105074Y90000CO	0.26	522 C MOORE AVE	522
10511032400	0.17	0 SOUTHGATE AVE	0
105113F90000CO	0.17	1812 C NEAL TER	1812
105113G90000CO	0.17	1814 C NEAL TER	1814
105040Q90000CO	0.12	1246 B THOMAS ST	1246
105030T90000CO	0.1	43 C WHARF AVE	43
105030V90000CO	0.51	1242 B 2ND AVE S	1242

105111O90000CO	0.34	542 B SOUTHGATE AVE	542
105074Z90000CO	0.2	516 C HAMILTON AVE	516
105111P90000CO	0.18	613 B SOUTHGATE AVE	613
105073W90000CO	0.17	617 C MOORE AVE	617
105073X90000CO	0.17	615 C MOORE AVE	615
105040R90000CO	0.12	40 B HUBBARD ST	40
105073Y90000CO	0.17	416 C MOORE AVE	416
105113K90000CO	0.2	1816 C ALLISON PL	1816
105040S90000CO	0.14	24 B SHEPARD ST	24
105073Z90000CO	0.17	1607 C MARTIN ST	1607
105072L90000CO	0.2	1303 C LITTLE HAMILTON AVE	1303
105072M90000CO	0.17	1606 C MARTIN ST	1606
105040T90000CO	0.15	27 B N HILL ST	27
105040U90000CO	0.16	12 B SHEPARD ST	12
10504006900	0.13	35 PERKINS ST	35
10504007000	0.14	41 PERKINS ST	41
10504007700	0.07	0 HUBBARD ST	0
10507027200	0.06	0 HAMILTON AVE	0
10504002600	0.23	26 TRIMBLE ST	26
10507033000	0.21	565 MOORE AVE	565
10504002700	0.2	24 TRIMBLE ST	24
10503011300	0.13	1110 2ND AVE S	1110
10504009100	0.18	37 TRIMBLE ST	37
10504003100	0.1	1 CLAIBORNE ST	1
10504007200	0.13	45 PERKINS ST	45
10503031900	0.29	1208 1ST AVE S	1208
10507034200	0.17	535 MOORE AVE	535
10504009200	0.18	39 TRIMBLE ST	39
10504003500	0.15	21 TRIMBLE ST	21
10503031600	0.15	11 TRIMBLE ST	11
10507034000	0.17	539 MOORE AVE	539
10503011200	0.15	1108 2ND AVE S	1108
10504003700	0.13	17 TRIMBLE ST	17
10503011700	0.23	1118 2ND AVE S	1118
10504007300	0.27	49 PERKINS ST	49
10504000700	0.09	14 PERKINS ST	14
10504003000	0.1	3 CLAIBORNE ST	3
10507033300	0.17	557 MOORE AVE	557
10507048300	0.3	407 MERRITT AVE	407
10507048400	0.69	405 MERRITT AVE	405
10503031200	0.11	1206 1ST AVE S	1206
10507033100	0.17	563 MOORE AVE	563
10504009000	0.18	35 TRIMBLE ST	35
10507039300	0.17	421 MALLORY ST	421
10503031500	0.18	9 TRIMBLE ST	9
10504002900	0.12	5 CLAIBORNE ST	5
10504008900	0.16	54 LINCOLN ST	54

10507023300	0.2	610 HAMILTON AVE	610
10507021300	0.2	522 HAMILTON AVE	522
10504003300	0.18	25 TRIMBLE ST	25
10503028800	0.14	1232 2ND AVE S	1232
10507039900	0.23	416 MALLORY ST	416
10507033600	0.17	551 MOORE AVE	551
10511018100	0.17	1716 NEAL TER	1716
10507034100	0.17	537 MOORE AVE	537
10511017800	0.17	1804 NEAL TER	1804
10504008800	0.13	33 TRIMBLE ST	33
10507033800	0.17	547 MOORE AVE	547
10504011100	0.05	0 N HILL ST	0
10507033400	0.17	555 MOORE AVE	555
10503029200	0.21	1220 2ND AVE S	1220
10503031300	0.18	5 TRIMBLE ST	5
10503032000	0.14	1212 1ST AVE S	1212
10503032100	0.13	1214 1ST AVE S	1214
09315033100	0.35	1042 2ND AVE S	1042
10504002800	0.11	9 CLAIBORNE ST	9
10511017700	0.18	1806 NEAL TER	1806
10504003400	0.13	23 TRIMBLE ST	23
10504003900	0.18	13 TRIMBLE ST	13
10511018000	0.17	1718 NEAL TER	1718
10504003200	0.18	27 TRIMBLE ST	27
10503029000	0.26	1228 2ND AVE S	1228
10503031400	0.18	7 TRIMBLE ST	7
10503031100	0.41	1200 1ST AVE S	1200
10507023500	0.2	614 HAMILTON AVE	614
10511017900	0.17	1722 NEAL TER	1722
10504007100	0.06	43 PERKINS ST	43
10507039000	0.11	415 MALLORY ST	415
10511017600	0.17	1808 NEAL TER	1808
10507023400	0.2	612 HAMILTON AVE	612
10503028900	0.34	1230 2ND AVE S	1230
10503031800	0.18	8 N HILL ST	8
10503029500	4.13	1200 2ND AVE S	1200
10507049000	0.17	543 A MOORE AVE	543
10507050700	0.17	561 MOORE AVE	561
10507050800	0.17	559 MOORE AVE	559
105070C90000CO	0.2	526 B HAMILTON AVE	526
105070Y90000CO	0.17	125 B RAINS AVE	125
105030K00100CO	<Null>	1240 2ND AVE S 1	1240
105030K00200CO	<Null>	1240 2ND AVE S 2	1240
105030K00300CO	<Null>	1240 2ND AVE S 3	1240
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105030K01000CO	<Null>	1240 2ND AVE S 10	1240
105030K01100CO	<Null>	1240 2ND AVE S 11	1240
105030K01200CO	<Null>	1240 2ND AVE S 12	1240
105030K01300CO	<Null>	1240 2ND AVE S 13	1240
105030K01400CO	<Null>	1240 2ND AVE S 14	1240
105030K01500CO	<Null>	1240 2ND AVE S 15	1240
105030K01600CO	<Null>	1240 2ND AVE S 16	1240
105030K90000CO	0.79	1240 B 2ND AVE S	1240
105111B90000CO	0.17	509 C SOUTHGATE AVE	509
105111C00100CO	0	1707 A MARTIN ST	1707
105111C00200CO	0	1707 B MARTIN ST	1707
105111D00100CO	0	1716 STEWART PL	1716
105111D00200CO	0	1718 STEWART PL	1718
105074I00100CO	0	115 A RAINS AVE	115
105074I00200CO	0	115 B RAINS AVE	115
105074I90000CO	0.2	115 C RAINS AVE	115
105073I00100CO	0	608 A HAMILTON AVE	608
105073I00200CO	0	608 B HAMILTON AVE	608
105111E00100CO	0	624 SOUTHGATE AVE	624
105111E00200CO	0	622 SOUTHGATE AVE	622
105074J00100CO	0	510 A HAMILTON AVE	510
105074J00200CO	0	510 B HAMILTON AVE	510
093150D00100CO	<Null>	1044 A 2ND AVE S	1044
093150D00200CO	<Null>	1044 B 2ND AVE S	1044
093150D90000CO	0.16	1044 C 2ND AVE S	1044
105073J00100CO	0	553 A HAMILTON AVE	553
105073J00200CO	0	553 B HAMILTON AVE	553
105030M00100CO	0	1229 2ND AVE S	1229
105030M00200CO	0	1231 2ND AVE S	1231
105111F00100CO	<Null>	1708 A STEWART PL	1708
105111F00200CO	<Null>	1708 B STEWART PL	1708
105111G00100CO	<Null>	1706 A STEWART PL	1706
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105073K00100CO	<Null>	545 A MOORE AVE	545
105073K00200CO	<Null>	545 B MOORE AVE	545
105073K90000CO	0.17	545 C MOORE AVE	545
105040F00100CO	0	34 A N HILL ST	34
105040F00200CO	0	34 B N HILL ST	34
105040F90000CO	0.18	34 C N HILL ST	34
10507052700	0.19	545 HAMILTON AVE	545
105040G00100CO	0	1242 A THOMAS ST	1242
105040G00200CO	0	1242 B THOMAS ST	1242
105073L00100CO	0	534 A HAMILTON AVE	534
105073L00200CO	0	534 B HAMILTON AVE	534

105073M00100CO	0	613 A MOORE AVE	613
105073M00200CO	0	613 B MOORE AVE	613
105073N00100CO	0	610 A MOORE AVE	610
105073N00200CO	0	610 B MOORE AVE	610
105040H00100CO	0	11 A N HILL ST	11
105040H00200CO	0	11 B N HILL ST	11
105030N00100CO	0	47 A WHARF AVE	47
105030N00200CO	0	47 B WHARF AVE	47
105040I00100CO	0	26 N HILL ST	26
105040I00200CO	0	28 N HILL ST	28
105112B00100CO	0	421 A MOORE AVE	421
105112B00200CO	0	421 B MOORE AVE	421
105074K00100CO	0	511 A HAMILTON AVE	511
105074K00200CO	0	511 B HAMILTON AVE	511
105030O00100CO	<Null>	1114 A 2ND AVE S	1114
105030O00200CO	<Null>	1114 B 2ND AVE S	1114
105030O00300CO	<Null>	1116 A 2ND AVE S	1116
105030O00400CO	<Null>	1116 B 2ND AVE S	1116
105030O90000CO	0.15	1116 C 2ND AVE S	1116
105073O00100CO	<Null>	553 A MOORE AVE	553
105073O00200CO	<Null>	553 B MOORE AVE	553
105073O90000CO	0.17	553 C MOORE AVE	553
105074L00100CO	0	409 C MERRITT AVE	409
105074L00200CO	0	409 D MERRITT AVE	409
105074L90000CO	0.15	409 F MERRITT AVE	409
105074M00100CO	0	409 A MERRITT AVE	409
105074M00200CO	0	409 B MERRITT AVE	409
105074M90000CO	0.15	409 E MERRITT AVE	409
105111H00100CO	0	1712 A ALLISON PL	1712
105111H00200CO	0	1712 B ALLISON PL	1712
105111I00100CO	0	1714 A ALLISON PL	1714
105111I00200CO	0	1714 B ALLISON PL	1714
105112D00100CO	0	512 SOUTHGATE AVE	512
105112D00200CO	0	514 SOUTHGATE AVE	514
105112D00300CO	0	516 SOUTHGATE AVE	516
105112D00400CO	0	1616 MARSHALL HOLLOW DR	1616
105112D00500CO	0	1614 MARSHALL HOLLOW DR	1614
105112D00600CO	0	1612 MARSHALL HOLLOW DR	1612
105112D00700CO	0	1610 MARSHALL HOLLOW DR	1610
105112D01900CO	0	1632 MARSHALL HOLLOW DR	1632
105112D02000CO	0	1630 MARSHALL HOLLOW DR	1630
105112D02100CO	0	1628 MARSHALL HOLLOW DR	1628
105112D02200CO	0	1626 MARSHALL HOLLOW DR	1626
105112D02300CO	0	1624 MARSHALL HOLLOW DR	1624
105112D02400CO	0	1622 MARSHALL HOLLOW DR	1622
105112D02500CO	0	1620 MARSHALL HOLLOW DR	1620
105112D02600CO	0	1618 MARSHALL HOLLOW DR	1618

105112D02700CO	0	518 A SOUTHGATE AVE	518
105112D02800CO	0	518 B SOUTHGATE AVE	518
105112D02900CO	0	520 SOUTHGATE AVE	520
105112D04100CO	0	1611 MARSHALL HOLLOW DR	1611
105112D04200CO	0	1619 MARSHALL HOLLOW DR	1619
105112D04300CO	0	1621 MARSHALL HOLLOW DR	1621
105112D04400CO	0	1623 MARSHALL HOLLOW DR	1623
105112D04500CO	0	1625 MARSHALL HOLLOW DR	1625
105112D04600CO	0	1627 MARSHALL HOLLOW DR	1627
105112D90100CO	0.76	1609 B MARSHALL HOLLOW DR	1609
105073P00100CO	<Null>	616 A HAMILTON AVE	616
105073P00200CO	<Null>	616 B HAMILTON AVE	616
105073P90000CO	0.2	616 C HAMILTON AVE	616
105112C00100CO	<Null>	147 A RAINS AVE	147
105112C00200CO	<Null>	147 B RAINS AVE	147
105111J00100CO	0	1811 A MARTIN ST	1811
105111J00200CO	0	1811 B MARTIN ST	1811
105074N00100CO	0	130 A RAINS AVE	130
105074N00200CO	0	130 B RAINS AVE	130
105074O90000CO	0.98	1400 B PILLOW ST	1400
105074O10100CO	<Null>	1404 PILLOW ST #102	1404
105074O10200CO	<Null>	1404 PILLOW ST #101	1404
105074O10300CO	<Null>	1400 PILLOW ST #102	1400
105074O10400CO	<Null>	1400 PILLOW ST #101	1400
105074O10500CO	<Null>	419 MERRITT AVE	419
105074O10600CO	<Null>	417 MERRITT AVE	417
105074O10700CO	<Null>	415 MERRITT AVE	415
105074O10800CO	<Null>	413 MERRITT AVE	413
105074O10900CO	<Null>	1402 PILLOW ST #101	1402
105074O11000CO	<Null>	411 MERRITT AVE #102	411
105074O11100CO	<Null>	411 MERRITT AVE #101	411
105074O20100CO	<Null>	1404 PILLOW ST #202	1404
105074O20200CO	<Null>	1404 PILLOW ST #201	1404
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105074O21100CO	<Null>	411 MERRITT AVE #201	411
105074O30400CO	<Null>	1402 PILLOW ST #302	1402
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105074O30300CO	<Null>	1402 PILLOW ST #301	1402
105074P00100CO	0	532 A HAMILTON AVE	532
105074P00200CO	0	532 B HAMILTON AVE	532
105073Q00100CO	0	559 A HAMILTON AVE	559
105073Q00200CO	0	559 B HAMILTON AVE	559
105072H00100CO	<Null>	1309 A PILLOW ST	1309
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105074Q00100CO	0	521 A MOORE AVE	521
105074Q00200CO	0	521 B MOORE AVE	521
105074R00100CO	<Null>	523 A MOORE AVE	523
105074R00200CO	<Null>	523 B MOORE AVE	523
105074R90000CO	0.17	523 C MOORE AVE	523
105112D03100CO	0	1608 MARSHALL HOLLOW DR #101	1608
105112D03200CO	0	1608 MARSHALL HOLLOW DR #102	1608
105112D03300CO	0	1608 MARSHALL HOLLOW DR #103	1608
105112D03400CO	0	1608 MARSHALL HOLLOW DR #104	1608
105112D03500CO	0	1608 MARSHALL HOLLOW DR #201	1608
105112D03600CO	0	1608 MARSHALL HOLLOW DR #202	1608
105112D03700CO	0	1608 MARSHALL HOLLOW DR #203	1608
105112D03800CO	0	1608 MARSHALL HOLLOW DR #204	1608
105112D03900CO	0	1608 MARSHALL HOLLOW DR #301	1608
105112D04000CO	0	1608 MARSHALL HOLLOW DR #302	1608
105112D04700CO	0	1608 MARSHALL HOLLOW DR #303	1608
105112D04800CO	0	1609 MARSHALL HOLLOW DR #101	1609
105112D04900CO	0	1609 MARSHALL HOLLOW DR #102	1609
105112D05000CO	0	1609 MARSHALL HOLLOW DR #103	1609
105112D05100CO	0	1609 MARSHALL HOLLOW DR #104	1609
105112D05200CO	0	1609 MARSHALL HOLLOW DR #201	1609
105112D05300CO	0	1609 MARSHALL HOLLOW DR #202	1609
105112D05400CO	0	1609 MARSHALL HOLLOW DR #203	1609
105112D05500CO	0	1609 MARSHALL HOLLOW DR #204	1609
105112D05600CO	0	1609 MARSHALL HOLLOW DR #301	1609
105112D05700CO	0	1609 MARSHALL HOLLOW DR #302	1609
105112D05800CO	0	1609 MARSHALL HOLLOW DR #303	1609
105074S00100CO	0	515 A MOORE AVE	515
105074S00200CO	0	515 B MOORE AVE	515
105030P00100CO	<Null>	1224 2ND AVE S #102	1224
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105030P00600CO	<Null>	1224 2ND AVE S #302	1224
105030P90000CO	0.21	1224 B 2ND AVE S	1224
105112E00100CO	<Null>	2156 A BYRUM AVE	2156
105112E00200CO	<Null>	2156 B BYRUM AVE	2156
105073R00100CO	0	533 A MOORE AVE	533
105073R00200CO	0	533 B MOORE AVE	533
105111K00100CO	0	1806 A ALLISON PL	1806
105111K00200CO	0	1806 B ALLISON PL	1806
105072I00100CO	0	1317 A PILLOW ST	1317
105072I00200CO	0	1317 B PILLOW ST	1317
105073S00100CO	0	549 A MOORE AVE	549
105073S00200CO	0	549 B MOORE AVE	549
105073S90000CO	0.17	549 C MOORE AVE	549
105112F00100CO	0	1700 CARVELL AVE	1700
105112F00200CO	0	1702 CARVELL AVE	1702
093150E00100CO	0	1052 A 2ND AVE S	1052
093150E00200CO	0	1052 B 2ND AVE S	1052
105074T00100CO	0	514 A MOORE AVE	514
105074T00200CO	0	514 B MOORE AVE	514
105074U00100CO	0	516 A MOORE AVE	516
105074U00200CO	0	516 B MOORE AVE	516
105074U90000CO	0.16	516 C MOORE AVE	516
105074V00100CO	<Null>	423 MALLORY ST	423
105074V00200CO	<Null>	425 MALLORY ST	425
105074V90000CO	0.17	425 B MALLORY ST	425
105112G00100CO	0	2154 A BYRUM AVE	2154
105112G00200CO	0	2154 B BYRUM AVE	2154
105040J00100CO	0	31 PERKINS ST	31
105040J00200CO	0	29 HUBBARD ST	29
105040J90000CO	0.29	29 B HUBBARD ST	29
105030Q00100CO	0	10 B N HILL ST	10
105030Q00200CO	0	10 A N HILL ST	10
105030Q90000CO	0.18	10 C N HILL ST	10
105030O90100CO	0.15	0 2ND AVE S	0
105072K00100CO	<Null>	1304 A PILLOW ST	1304
105072K00200CO	<Null>	1304 B PILLOW ST	1304
105073T00100CO	0	613 A HAMILTON AVE	613
105073T00200CO	0	613 B HAMILTON AVE	613
105073U00100CO	0	605 C HAMILTON AVE	605
105073U00200CO	0	605 B HAMILTON AVE	605
105073U00300CO	0	605 A HAMILTON AVE	605
105073U00400CO	0	603 C HAMILTON AVE	603
105073U00500CO	0	603 B HAMILTON AVE	603
105073U00600CO	0	603 A HAMILTON AVE	603
105073U02500CO	0	1405 A MARTIN ST	1405
105073U02600CO	0	1405 B MARTIN ST	1405
105073U02700CO	0	1405 C MARTIN ST	1405

105073U00700CO	0	601 HAMILTON AVE #103	601
105073U00800CO	0	601 HAMILTON AVE #203	601
105073U00900CO	0	601 HAMILTON AVE #303	601
105073U01000CO	0	601 HAMILTON AVE #102	601
105073U01100CO	0	601 HAMILTON AVE #202	601
105073U01200CO	0	601 HAMILTON AVE #302	601
105073U01300CO	0	601 HAMILTON AVE #101	601
105073U01400CO	0	601 HAMILTON AVE #201	601
105073U01500CO	0	601 HAMILTON AVE #301	601
105073U01600CO	0	1403 MARTIN ST #101	1403
105073U01700CO	0	1403 MARTIN ST #201	1403
105073U01800CO	0	1403 MARTIN ST #301	1403
105073U01900CO	0	1403 MARTIN ST #102	1403
105073U02000CO	0	1403 MARTIN ST #202	1403
105073U02100CO	0	1403 MARTIN ST #302	1403
105073U02200CO	0	1403 MARTIN ST #103	1403
105073U02300CO	0	1403 MARTIN ST #203	1403
105073U02400CO	0	1403 MARTIN ST #303	1403
105073U90100CO	0.29	601 B HAMILTON AVE	601
105040K00100CO	0	16 A N HILL ST	16
105040K00200CO	0	16 B N HILL ST	16
105112H00100CO	<Null>	151 A RAINS AVE	151
105112H00200CO	<Null>	151 B RAINS AVE	151
105111L00100CO	0	1704 A CARVELL AVE	1704
105111L00200CO	0	1704 B CARVELL AVE	1704
105111M00100CO	0	1706 A CARVELL AVE	1706
105111M00200CO	0	1706 B CARVELL AVE	1706
105111M90000CO	0.15	1706 C CARVELL AVE	1706
105074W00100CO	0	527 A MOORE AVE	527
105074W00200CO	0	527 B MOORE AVE	527
105074X00100CO	0	525 A MOORE AVE	525
105074X00200CO	0	525 B MOORE AVE	525
105040L00100CO	0	1240 A THOMAS ST	1240
105040L00200CO	0	1240 B THOMAS ST	1240
105040J00300CO	0	33 PERKINS ST	33
105040J00400CO	0	31 HUBBARD ST	31
105040N00100CO	0	24 A N HILL ST	24
105040N00200CO	0	24 B N HILL ST	24
105040M00100CO	0	22 A N HILL ST	22
105040M00200CO	0	22 B N HILL ST	22
105111N00100CO	<Null>	1808 A MARTIN ST	1808
105111N00200CO	<Null>	1808 B MARTIN ST	1808
105040O00100CO	0	19 A TRIMBLE ST	19
105040O00200CO	0	19 B TRIMBLE ST	19
105040O90000CO	0.13	19 C TRIMBLE ST	19
105112I00100CO	0	149 A RAINS AVE	149
105112I00200CO	0	149 B RAINS AVE	149

105040P00100CO	0	1253 JOHN ST	1253
105040P00200CO	0	1255 JOHN ST	1255
09315039500	0.12	1018 2ND AVE S	1018
105073V00100CO	0	1605 A MARTIN ST	1605
105073V00200CO	0	1605 B MARTIN ST	1605
105074Y00100CO	0	520 MOORE AVE	520
105074Y00200CO	0	522 MOORE AVE	522
10511032500	0.14	0 SOUTHGATE AVE	0
105113F00100CO	0	1812 A NEAL TER	1812
105113F00200CO	0	1812 B NEAL TER	1812
105113G00100CO	0	1814 A NEAL TER	1814
105113G00200CO	0	1814 B NEAL TER	1814
105040Q00100CO	0	1244 THOMAS ST	1244
105040Q00200CO	0	1246 THOMAS ST	1246
105030T00100CO	<Null>	43 A WHARF AVE	43
105030T00200CO	<Null>	43 B WHARF AVE	43
105030U00100CO	<Null>	41 A WHARF AVE	41
105030U00200CO	<Null>	41 B WHARF AVE	41
105030U90000CO	0.1	41 C WHARF AVE	41
105030V00100CO	<Null>	1242 2ND AVE S #10	1242
105030V00200CO	<Null>	1242 2ND AVE S #9	1242
105030V00300CO	<Null>	1242 2ND AVE S #8	1242
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105030V00600CO	<Null>	1242 2ND AVE S #5	1242
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105030V00800CO	<Null>	1242 2ND AVE S #3	1242
105030V00900CO	<Null>	1242 2ND AVE S #2	1242
105030V01000CO	<Null>	1242 2ND AVE S #1	1242
105111O01100CO	0	542 SOUTHGATE AVE #105	542
105111O01200CO	0	542 SOUTHGATE AVE #106	542
105111O01300CO	0	542 SOUTHGATE AVE #107	542
105111O01500CO	0	542 SOUTHGATE AVE #301	542
105111O01800CO	0	542 SOUTHGATE AVE #304	542
105111O01900CO	0	542 SOUTHGATE AVE #305	542
105111O02000CO	0	542 SOUTHGATE AVE #306	542
105111O01700CO	0	542 SOUTHGATE AVE #303	542
105111O02200CO	0	542 SOUTHGATE AVE #308	542
105111O02100CO	0	542 SOUTHGATE AVE #307	542
105111O02400CO	0	542 SOUTHGATE AVE #202	542
105111O02700CO	0	542 SOUTHGATE AVE #205	542
105111O02900CO	0	542 SOUTHGATE AVE #207	542
105111O03600CO	0	542 SOUTHGATE AVE #214	542
105111O03700CO	0	542 SOUTHGATE AVE #215	542
105111O04300CO	0	542 SOUTHGATE AVE #221	542
105111O04500CO	0	542 SOUTHGATE AVE #223	542
105111O04700CO	<Null>	542 SOUTHGATE AVE #225	542

105111O03200CO	<Null>	542 SOUTHGATE AVE #210	542
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105111O04800CO	0	542 SOUTHGATE AVE #226	542
105111O00800CO	0	542 SOUTHGATE AVE #102	542
105111O01600CO	0	542 SOUTHGATE AVE #302	542
105111O00700CO	0	542 SOUTHGATE AVE #101	542
105111O01000CO	0	542 SOUTHGATE AVE #104	542
105111O00900CO	0	542 SOUTHGATE AVE #103	542
105111O01400CO	0	542 SOUTHGATE AVE #108	542
105111O04900CO	<Null>	542 SOUTHGATE AVE #227	542
105111O02300CO	<Null>	542 SOUTHGATE AVE #201	542
105111O02500CO	<Null>	542 SOUTHGATE AVE #203	542
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105111O04400CO	<Null>	542 SOUTHGATE AVE #222	542
105111O04600CO	<Null>	542 SOUTHGATE AVE #224	542
105074Z00100CO	<Null>	516 A HAMILTON AVE	516
105074Z00200CO	<Null>	516 B HAMILTON AVE	516
105111P00100CO	0	1700 STEWART PL	1700
105111P00200CO	0	613 SOUTHGATE AVE	613
105073W00100CO	0	617 A MOORE AVE	617
105073W00200CO	0	617 B MOORE AVE	617
105073X00100CO	0	615 A MOORE AVE	615
105073X00200CO	0	615 B MOORE AVE	615
105040R00100CO	0	42 TRIMBLE ST	42
105040R00200CO	0	40 HUBBARD ST	40
105073Y00100CO	<Null>	416 A MOORE AVE	416
105073Y00200CO	<Null>	416 B MOORE AVE	416
105113K00100CO	0	1816 A ALLISON PL	1816
105113K00200CO	0	1816 B ALLISON PL	1816
105040S00100CO	<Null>	22 SHEPARD ST	22
105040S00200CO	<Null>	24 SHEPARD ST	24
105073Z00100CO	<Null>	1607 A MARTIN ST	1607
105073Z00200CO	<Null>	1607 B MARTIN ST	1607
105072L00100CO	0	1303 A LITTLE HAMILTON AVE	1303
105072L00200CO	0	1303 B LITTLE HAMILTON AVE	1303
105072M00100CO	0	1606 A MARTIN ST	1606
105072M00200CO	0	1606 B MARTIN ST	1606

105040T00100CO	<Null>	27 N HILL ST	27
105040T00200CO	<Null>	29 N HILL ST	29
105040U00100CO	0	12 SHEPARD ST	12
105040U00200CO	0	14 SHEPARD ST	14
10504038700	0.73	43 TRIMBLE ST	43
Total			

PropStreet	PropSuite	PropCity	PropState	PropZip	Owner	OwnAddr1
2ND AVE S	<Null>	NASHVILLE	TN	37210	ST. PATRICI	1219 2ND AV S
HART ST	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
ALLISON PL	<Null>	NASHVILLE	TN	37203	METRO GO	P O BOX 19630(
WINGROVE ST	<Null>	NASHVILLE	TN	37203	FLAHERTY,	424 WINGROVE
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	P O BOX 846
N HILL ST	<Null>	NASHVILLE	TN	37210	TREVECCA	333 MURFREES
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HELLMER,	1071 2ND AVE S
SHEPARD ST	<Null>	NASHVILLE	TN	37210	SOWELL, JA	7402 BERMUDA
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU	1107 WADE AV
MILDRED SHUTE AVE	<Null>	NASHVILLE	TN	37210	MCTORRY,	600 MONTE CA
2ND AVE S	<Null>	NASHVILLE	TN	37210	CUNNINGH	810 OAK MEAD
WEDGEWOOD AVE		NASHVILLE	TN	37203	METRO GO	P O BOX 19630(
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	POSEY, WI	2416 GARNER L
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN	PO BOX 60736
2ND AVE S	<Null>	NASHVILLE	TN	37210	PRITCHARI	1024 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	KENDALL, T	P O BOX 29296(
HART ST	<Null>	NASHVILLE	TN	37210	HALL, BEVE	1136 BELL GRIN
2ND AVE S	<Null>	NASHVILLE	TN	37210	SPRAGENS,	1075 2ND AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	FLOYD, GE(	1249 1ST AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	HOLMAN, T	3005 MONMOU
GARDEN ST	<Null>	NASHVILLE	TN	37210	MCADOO,	4228 PRINCESS
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
1ST AVE S	<Null>	NASHVILLE	TN	37210	BETTY, DOI	P O BOX 159132
ALLISON PL	<Null>	NASHVILLE	TN	37203	NEAL, ANG	1715 ALLISON P
RAINS AVE	<Null>	NASHVILLE	TN	37203	MCNICHOL	127 RAINES AVI
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	P O BOX 846
WINGROVE ST	<Null>	NASHVILLE	TN	37203	NASHVILLE	650 WEDGEWO
MARTIN ST	<Null>	NASHVILLE	TN	37203	LABLANC, F	1818 MARTIN S
WHARF AVE	<Null>	NASHVILLE	TN	37210	GUINDI, YV	422 TREEMONT
SHEPARD ST	<Null>	NASHVILLE	TN	37210	WOOD, JOI	1260 MARTIN S
2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	701 S 6TH ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	FAY, MICH/	1243 2ND AVE S
PERKINS ST	<Null>	NASHVILLE	TN	37210	SHELTON, I	13 PERKINS ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	Z 1, LLC & (	1619 GRAYBAR
2ND AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
MALLORY ST	<Null>	NASHVILLE	TN	37203	MEEK, CAN	411 MALLORY S
2ND AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	P O BOX 10025
MARTIN ST	<Null>	NASHVILLE	TN	37203	KELTON, JE	P O BOX 40451
2ND AVE S	<Null>	NASHVILLE	TN	37210	COHEN, DE	1291 2ND AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	METRO GO	P O BOX 19630(
NEAL TER	<Null>	NASHVILLE	TN	37203	TITUS, BRY	1815 NEAL TER
STEWART PL	<Null>	NASHVILLE	TN	37203	SMITH, LOI	1801 STEWART
STEWART PL	<Null>	NASHVILLE	TN	37203	DAVIS, DOI	1808 STEWART
NEAL TER	<Null>	NASHVILLE	TN	37203	FUQUA, ER	1705 NEAL TER
HART ST	<Null>	NASHVILLE	TN	37210	HART STRE	13 HART ST

MOORE AVE	<Null>	NASHVILLE	TN	37203	WISE, STEV	6013 GREENLEA
STEWART PL	<Null>	NASHVILLE	TN	37203	KELTON EN	809 WINDSTON
NEAL TER	<Null>	NASHVILLE	TN	37203	LANIER, ER	1707 NEAL TR
NEAL TER	<Null>	NASHVILLE	TN	37203	HEFFERNO	1710 NEAL TR
2ND AVE S	<Null>	NASHVILLE	TN	37210	MOORE, FL	1213 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	GAD, MEDI	1016 2ND AVE S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SMALLMAN	P O BOX 15844
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M	1925 OLD HICK
STEWART PL	<Null>	NASHVILLE	TN	37203	SCHRUPP, (	1707 STEWART
RAINS AVE	<Null>	NASHVILLE	TN	37203	WD DEVEL	P O BOX 15844
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
MOORE AVE	<Null>	NASHVILLE	TN	37203	COVINGTO	508 MOORE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	KOEHLER, E	1807 NEAL TER
STEWART PL	<Null>	NASHVILLE	TN	37203	RIDLEY, JAI	1710 STEWART
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	P O BOX 10025
STEWART PL	<Null>	NASHVILLE	TN	37203	FINEN, CHR	1714 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	COWAN, W	1241 2ND AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN	PO BOX 60736
2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
2ND AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CIT	703 PENDRAGO
ALLISON PL	<Null>	NASHVILLE	TN	37203	WORDLAW	1709 ALLISON P
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KRABOUSA	525 HAMILTON
1ST AVE S	<Null>	NASHVILLE	TN	37210	REEVES, OL	4401 WINTON I
2ND AVE S	<Null>	NASHVILLE	TN	37210	SHILOH MI	1117 2ND AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	HUGHES, H	508 SOUTHGAT
PILLOW ST	<Null>	NASHVILLE	TN	37203	BASKERVIL	1313 PILLOW ST
PILLOW ST	<Null>	NASHVILLE	TN	37203	BACHTA, K	1315 PILLOW ST
STEWART PL	<Null>	NASHVILLE	TN	37203	ROACH, LA	1803 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	MURRAY, V	1079 2ND AVE S
STEWART PL	<Null>	NASHVILLE	TN	37203	MALO, ERI	1701 STEWART
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GRIMES, DI	1008 B JOSEPH
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	D&J PROPE	650 WEDGEWO
2ND AVE S	<Null>	NASHVILLE	TN	37210	DOERFLER	1207 2ND AVE S
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU	1107 WADE ST
STEWART PL	<Null>	NASHVILLE	TN	37203	WILSON, B	4202 KIRTLAND
MOORE AVE	<Null>	NASHVILLE	TN	37203	FREEMAN,	414 MOORE AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	DPH PROPE	3633 HENLEY PA
RAINS AVE	<Null>	NASHVILLE	TN	37203	GATTI, CAR	153 RAINS AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M	1925OLD HICK
WHARF AVE	<Null>	NASHVILLE	TN	37210	METRO GO	P O BOX 19630
1ST AVE S	<Null>	NASHVILLE	TN	37210	JMS PROPE	473 EMERSON S
1ST AVE S	<Null>	NASHVILLE	TN	37210	BOWMAN,	429 CEDARCLIF
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DO	4418 WINSTON
BYRUM AVE	<Null>	NASHVILLE	TN	37203	83 FREIGHT	345 S JEFFERSO
1ST AVE S	<Null>	NASHVILLE	TN	37210	SEAY HUBB	1116 1ST AVE S
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	MORRIS, W	P O BOX 12060
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	COLVIN, AL	602 HAMILTON

2ND AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CIT	P O BOX 644
2ND AVE S	<Null>	NASHVILLE	TN	37210	BEST BUILT	P O BOX 1361
MARTIN ST	<Null>	NASHVILLE	TN	37203	NEW HOPE	718 THOMPSO
2ND AVE S	<Null>	NASHVILLE	TN	37210	SAINT PAT	1219 2ND AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	RAYMER, J	31 N HILL ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	SHILOH BA	1117 2ND AVE
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	HAMMON	805 BRENTVIEV
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	HAMMON	805 BRENTVIEV
PERKINS ST	<Null>	NASHVILLE	TN	37210	MENTLOW	25 PERKINS ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	CARPS, BR	1205 2ND AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	KREYSA, K	129 RAINS AVE
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU	1107 WADE ST
N HILL ST	<Null>	NASHVILLE	TN	37210	HOMEOFC	2818 BRANSFO
2ND AVE S	<Null>	NASHVILLE	TN	37210	PRITCHAR	1024 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	SHILOH BA	1117 2ND AV S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SMALLMA	P O BOX 15844
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	REGIONAL	P O BOX 707
1ST AVE S	<Null>	NASHVILLE	TN	37210	BIRKHEAD,	1217 1ST AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	HATCHER,	140 RAINS AVE
N HILL ST	<Null>	NASHVILLE	TN	37210	WHITE, SA	19 N HILL ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	SOWELL FA	1120 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	GRAVETTE,	1262 2ND AV S
1ST AVE S	<Null>	NASHVILLE	TN	37210	MCCALL, B	736 RINGGOLD
2ND AVE S	<Null>	NASHVILLE	TN	37210	GRENFELL,	1017 2ND AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	CREAM CIT	1071 2ND AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	D & J PROP	650 WEDGEWO
PERKINS ST	<Null>	NASHVILLE	TN	37210	AFFORDAB	50 VANTAGE W
LINCOLN ST	<Null>	NASHVILLE	TN	37210	BUFORD, J	3704 TURLEY D
RAINS AVE	<Null>	NASHVILLE	TN	37203	RAM MEEK	10451 PAW PA
2ND AVE S	<Null>	NASHVILLE	TN	37210	NORMAN,	6517 JOCELYN
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	STARNES, E	4117 CREEKWO
WHARF AVE	<Null>	NASHVILLE	TN	37210	THOMAS, F	P O BOX 19009
STEWART PL	<Null>	NASHVILLE	TN	37203	CARPENTE	1814 STEWART
MOORE AVE	<Null>	NASHVILLE	TN	37203	PORTER, O	511 MOORE AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN	PO BOX 60736
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MDHA	P O BOX 846
1ST AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	DEGERBER	315 LAUDERDA
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	NORTHERN	911 GALE LN
2ND AVE S	<Null>	NASHVILLE	TN	37210	HELLMER,	1071 2ND AVE
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
2ND AVE S	<Null>	NASHVILLE	TN	37210	SCHINDLER	P O BOX 1530
2ND AVE S	<Null>	NASHVILLE	TN	37210	GREEN, FR	1057 2ND AVE
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO

CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	MUSIC CIT	7703 N LAMAR
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	COLLINS, R	619 HAMILTON
N HILL ST	<Null>	NASHVILLE	TN	37210	SALES, ANI	3308 HAWKWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	HUGHES, H	508 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREATER N	37 TRIMBLE ST
N HILL ST	<Null>	NASHVILLE	TN	37210	BONNER, D	23 N HILL ST
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
2ND AVE S		NASHVILLE	TN	37210	PARSA, HA	P O BOX 1361
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
WINGROVE ST	<Null>	NASHVILLE	TN	37203	CURRY, JEF	P O BOX 733
WINGROVE ST	<Null>	NASHVILLE	TN	37203	CASE, RYAI	432 WINGROVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ELLIOTT, TI	616 SOUTHGAT
SHEPARD ST	<Null>	NASHVILLE	TN	37210	BUD PROPI	211 BELL CANY
2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLT, MAI	1235 2ND AVE
WINGROVE ST	<Null>	NASHVILLE	TN	37203	SMALLMAI	P O BOX 15844
BYRUM AVE	<Null>	NASHVILLE	TN	37203	NUGYEN, V	2157 BYRUM A
WHARF AVE	<Null>	NASHVILLE	TN	37210	TAYLOR, JC	45 WHARF AVE
THOMAS ST	<Null>	NASHVILLE	TN	37210	WHITEHEA	5137 GRAND O
HART ST	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
NEAL TER	<Null>	NASHVILLE	TN	37203	CREWS, J. (	1702 NEAL TER
ALLISON PL	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
PILLOW ST	<Null>	NASHVILLE	TN	37203	VICK, JONA	2223 11TH AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	JAMES, NE	109 CHEROKEE
BYRUM AVE	<Null>	NASHVILLE	TN	37203	ROSEMAN,	6666 BROOKM
N HILL ST	<Null>	NASHVILLE	TN	37210	CROSS, DO	30 N HILL ST
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	RINKER, RC	620 SOUTHGAT
1ST AVE S	<Null>	NASHVILLE	TN	37210	SOWELL, JA	7402 BERMUDA
ALLISON PL	<Null>	NASHVILLE	TN	37203	BERTRAND	1805 ALLISON F
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	D & J PROP	650 WEDGEWC
WINGROVE ST	<Null>	NASHVILLE	TN	37203	SMALLMAI	P O BOX 15844
GARDEN ST	<Null>	NASHVILLE	TN	37210	VAUGHN, A	156 BONNFIELD
1ST AVE S	<Null>	NASHVILLE	TN	37210	HART STRE	P O BOX 10021
WHARF AVE	<Null>	NASHVILLE	TN	37210	METRO GO	1214 CHURCH S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCCURDY,	519 HAMILTON
RAINS AVE	<Null>	NASHVILLE	TN	37203	HAMMONI	5248 FRANKLIN
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
N HILL ST	<Null>	NASHVILLE	TN	37210	BOOTH, RC	208 POINT EAS
2ND AVE S	<Null>	NASHVILLE	TN	37210	PRITCHARI	1024 2ND AVE
BYRUM AVE	<Null>	NASHVILLE	TN	37203	FEY, DARH	2152 BYRUM A
ALLISON PL	<Null>	NASHVILLE	TN	37203	LYNCH-LOI	1711 ALLISON F
THOMAS ST	<Null>	NASHVILLE	TN	37210	BM BUILDI	72 A MAURY ST
MARTIN ST	<Null>	NASHVILLE	TN	37203	HAMMONI	5248 FRANKLIN
RAINS AVE	<Null>	NASHVILLE	TN	37203	TENNESSEI	136 RAINS AVE
NEAL TER	<Null>	NASHVILLE	TN	37203	SMITH, ELI	P O BOX 12066

HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	DODGE, JA	508 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KOON, KRI	530 HAMILTON
HART ST	<Null>	NASHVILLE	TN	37210	HART STRE	P O BOX 10021
RAINS AVE	<Null>	NASHVILLE	TN	37203	TENNESSEE	136 RAINS AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	LEE, MARTI	1059 2ND AVE
PILLOW ST	<Null>	NASHVILLE	TN	37203	GOLDEN, V	407 WILLIAMSF
WHARF AVE	<Null>	NASHVILLE	TN	37210	BUD PROPI	211 BELL CANY
2ND AVE S	<Null>	NASHVILLE	TN	37210	LYTLE, T. C.	3212 VAILVIEW
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GOODLOE,	10 CLAIBORNE
1ST AVE S	<Null>	NASHVILLE	TN	37210	URBAN HO	822 WOODLAN
STEWART PL	<Null>	NASHVILLE	TN	37203	NORRIS, W	900 19TH AV S,
N HILL ST	<Null>	NASHVILLE	TN	37210	HOWSE, C.	36 N HILL ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	GOOCH, W	711 DOVER DRI
GARDEN ST	<Null>	NASHVILLE	TN	37210	DAVIS, LOR	# 1 GARDEN ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CITY	703 PENDRAGO
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	CHEN, ANN	610 SOUTHGAT
MALLORY ST		NASHVILLE	TN	37203	TENNESSEE	136 RAINS AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	MAYS SHA	4693 RIVA RIDG
JOHN ST	<Null>	NASHVILLE	TN	37210	MAYS SHA	4693 RIVA RIDG
RAINS AVE	<Null>	NASHVILLE	TN	37203	HATCHER,	140 RAINS AV
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BURROW,	1300-1302 LITT
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	WALKER, M	1300 LITTLE HA
1ST AVE S	<Null>	NASHVILLE	TN	37210	POSEY, WI	2416 GARDNER
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	JENKINS, D	540 HAMILTON
WHARF AVE	<Null>	NASHVILLE	TN	37210	BAHUR, JA	516 GLENGARR
2ND AVE S	<Null>	NASHVILLE	TN	37210	GLADYS, LL	802 FRANKLIN
PILLOW ST	<Null>	NASHVILLE	TN	37203	VICK, JONA	2223 11TH AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CITY	703 PENDRAGO
MOORE AVE	<Null>	NASHVILLE	TN	37203	PATY CONS	1401 DALLAS A
MOORE AVE	<Null>	NASHVILLE	TN	37203	PADRE PIO	205 LOGANS CI
MALLORY ST	<Null>	NASHVILLE	TN	37203	DILKS, ED &	419 MALLORY S
MOORE AVE	<Null>	NASHVILLE	TN	37203	BENNETT, I	418 MOORE AV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	MITCHELL,	430 WINGROVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	FERRIS, CLI	200 RAINS AVE
MARTIN ST	<Null>	NASHVILLE	TN	37203	JACKSON, M	1810 MARTIN S
WINGROVE ST	<Null>	NASHVILLE	TN	37203	WINGROVE	513 3RD AVE S
MOORE AVE	<Null>	NASHVILLE	TN	37203	BLUEGRAS	407B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	409 MOOR	1224 2ND AVE
MALLORY ST	<Null>	NASHVILLE	TN	37203	GAYE, SHA	417 MALLORY S
2ND AVE S		NASHVILLE	TN	37210	MUSIC CITY	703 PENDRAGO
MOORE AVE	<Null>	NASHVILLE	TN	37203	MCKINNEY	915 GOODBAR
MOORE AVE	<Null>	NASHVILLE	TN	37203	BASS, LUCI	1601 EMERALD
1ST AVE S	<Null>	NASHVILLE	TN	37210	SHARMA, P	188 FRONT ST S
WINGROVE ST	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
STEWART PL	<Null>	NASHVILLE	TN	37203	HODGES, A	1711 STEWART
GARDEN ST	<Null>	NASHVILLE	TN	37210	KOZIOL, JU	15 GARDEN ST

STEWART PL	<Null>	NASHVILLE	TN	37203	MCKENZIE,	1811 STEWART
N HILL ST	<Null>	NASHVILLE	TN	37210	HENDERSO	9 N HILL ST
N HILL ST	<Null>	NASHVILLE	TN	37210	JACKSON, M	5 NORTH HILL S
N HILL ST	<Null>	NASHVILLE	TN	37210	BARKLEY, C	39 N HILL ST
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	TRUMP, IVI	518 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BARCLAY, A	520 HAMILTON
MOORE AVE	<Null>	NASHVILLE	TN	37203	MCDANIEL	417 MOORE AV
SHEPARD ST		NASHVILLE	TN	37210	HANKINS, C	18 SHEPARD ST
STEWART PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	HENDRIX, M	606 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	FERDOWSI,	519 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HILLCREST	1601 MARTIN S
MOORE AVE	<Null>	NASHVILLE	TN	37203	HILLCREST	1601 MARTIN S
SHEPARD ST	<Null>	NASHVILLE	TN	37210	GILDER, KA	34 SHEPARD ST
MALLORY ST	<Null>	NASHVILLE	TN	37203	MAGI GRO	2020 LONG VAL
MALLORY ST	<Null>	NASHVILLE	TN	37203	NAMVAR, \	317 SPICEWOO
2ND AVE S	<Null>	NASHVILLE	TN	37210	PERRY, WIL	1101 2ND AVE S
N HILL ST	<Null>	NASHVILLE	TN	37210	JACKSON, A	7 N HILL ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CITY	P. O. BOX 644
MOORE AVE	<Null>	NASHVILLE	TN	37203	TENNESSEE	136 RAINS AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	KOVACH, S	1071 2ND AVE S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BURDOCK,	617 HAMILTON
STEWART PL	<Null>	NASHVILLE	TN	37203	LUCKETT, M	1712 STEWART
1ST AVE S	<Null>	NASHVILLE	TN	37210	HOLBERT, I	1602 HAYNES M
2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
STEWART PL	<Null>	NASHVILLE	TN	37203	MARTIN, R	1810 STEWART
MARTIN ST	<Null>	NASHVILLE	TN	37203	VERHAMM	1816 MARTIN S
PILLOW ST	<Null>	NASHVILLE	TN	37203	HALIM, RA	1307 PILLOW ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	SMALLMAN	P O BOX 15844
NEAL TER	<Null>	NASHVILLE	TN	37203	BRADSHAW	1717 NEAL TER
NEAL TER	<Null>	NASHVILLE	TN	37203	ROSEMAN,	6666 BROOKMC
SHEPARD ST		NASHVILLE	TN	37210	21 A SHEPA	P O BOX 40466
SHEPARD ST		NASHVILLE	TN	37210	GIARDINA,	21 SHEPARD ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	TN REAL ES	P O BOX 150975
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
2ND AVE S	<Null>	NASHVILLE	TN	37210	CLEARWAT	P O BOX 40451
RAINS AVE	<Null>	NASHVILLE	TN	37203	GHORBANI	317 SPICEWOO
PILLOW ST	<Null>	NASHVILLE	TN	37203	WATKINS, S	1401 PILLOW ST
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	FAGEN, KEI	538 HAMILTON
NEAL TER	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
STEWART PL	<Null>	NASHVILLE	TN	37203	SCHEELE, C	1805 STEWART
HART ST	<Null>	NASHVILLE	TN	37210	MORNING	P O BOX 10148
2ND AVE S	<Null>	NASHVILLE	TN	37210	HART TO H	1244 2ND AV S
ALLISON PL	<Null>	NASHVILLE	TN	37203	OWSLEY, C	1813 ALLISON P
JOHN ST	<Null>	NASHVILLE	TN	37210	MAYS, SHA	4693 RIVA RIDG
WINGROVE ST	<Null>	NASHVILLE	TN	37203	D & J PROP	650 WEDGEWO
MARTIN ST	<Null>	NASHVILLE	TN	37203	HILLCREST	1601 MARTIN S

ALLISON PL		NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
NEAL TER	<Null>	NASHVILLE	TN	37203	RUSSELL, LI	1817 NEAL TER
1ST AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OPERATIOI	1125 12TH AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	EWING, AN	514 HAMILTON
SHEPARD ST	<Null>	NASHVILLE	TN	37210	DUNLAP, D	P O BOX 16086
STEWART PL	<Null>	NASHVILLE	TN	37203	STINSON, L	1802 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	HAMILTON	64 WEST ZANE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
2ND AVE S	<Null>	NASHVILLE	TN	37210	GREEN, CL/	1266 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	WHITE, JAS	1247 2ND AVE
THOMAS ST	<Null>	NASHVILLE	TN	37210	TOWNLEY,	1238 THOMAS
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK AND	40 BURTON HIL
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK AND	40 BURTON HIL
WHARF AVE	<Null>	NASHVILLE	TN	37210	CMC DEVEI	600 MONTE CA
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M	1925 OLD HICK
GARDEN ST	<Null>	NASHVILLE	TN	37210	ISMAIL, QA	3000 BEACHMI
WHARF AVE	<Null>	NASHVILLE	TN	37210	EQUITY TRI	P O BOX 45134
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
THOMAS ST	<Null>	NASHVILLE	TN	37210	FLOYD, GE(	P O BOX 10013
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ALEXANDR	604 SOUTHGAT
2ND AVE S	<Null>	NASHVILLE	TN	37210	ESLAMI, HA	15 MISSIONARY
MALLORY ST	<Null>	NASHVILLE	TN	37203	ELJAY ENTE	95 WHITE BRID
MARTIN ST	<Null>	NASHVILLE	TN	37203	KELTON EN	809 WINDSTON
GARDEN ST	<Null>	NASHVILLE	TN	37210	FLOYD, GE(	P O BOX 10013
RAINS AVE	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	SPARKMAN	2707 NATCHEZ
ALLISON PL	<Null>	NASHVILLE	TN	37203	WARREN, M	1700 ALLISON P
SHEPARD ST	<Null>	NASHVILLE	TN	37210	LEANNA, SI	42 SHEPARD ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
NEAL TER	<Null>	NASHVILLE	TN	37203	GOOCH, W	711 DOVER RD
MOORE AVE	<Null>	NASHVILLE	TN	37203	NGUYEN, T	420 MOORE AV
HART ST	<Null>	NASHVILLE	TN	37210	FRIERSON,	1310 JEFFERSO
HART ST	<Null>	NASHVILLE	TN	37210	FRIERSON,	1310 JEFFERSO
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	PO BOX 10025
SHEPARD ST	<Null>	NASHVILLE	TN	37210	SEGOVIAN(	19 SHEPARD ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	701 S 6TH ST
STEWART PL	<Null>	NASHVILLE	TN	37203	GRIGSBY, P	1704 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	FAY, MICH/	1243 2ND AVE
HUBBARD ST	<Null>	NASHVILLE	TN	37210	VAUGHT, J(	54 HUBBARD ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	WOODBINI	643 SPENCE LN
PILLOW ST	<Null>	NASHVILLE	TN	37203	MCDONALI	1403 PILLOW ST
STEWART PL	<Null>	NASHVILLE	TN	37203	HAFERMAN	125 DEMOSS RI
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	HUGHES, H	508 SOUTHGAT
RAINS AVE	<Null>	NASHVILLE	TN	37203	BARRETT, M	417 WELSHWO
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KELTON EN	809 WINDSTON

ALLISON PL	<Null>	NASHVILLE	TN	37203	SALTER, SU	1713 ALLISON F
MOORE AVE	<Null>	NASHVILLE	TN	37203	D & J PROP	650 WEDGEWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	D & J PROP	650 WEDGEWC
CHESTNUT ST	<Null>	NASHVILLE	TN	37210	COBBINS, S	108 CHESTNUT
PERKINS ST	<Null>	NASHVILLE	TN	37210	NASH, JON	21 PERKINS ST
RAINS AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE	5716 SPRING H
N HILL ST	<Null>	NASHVILLE	TN	37210	PETTIGREW	12 N HILL ST
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	SOUTHGAT	6064 CENTRAL
WHARF AVE	<Null>	NASHVILLE	TN	37210	SPARKMAN	2707 NATCHEZ
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HALL, BEVE	1136 BELL GRIM
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
MARTIN ST	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
RAINS AVE	<Null>	NASHVILLE	TN	37203	WIMBERLE	6759 PENNYWE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MCCUTCHA	600 SOUTHGAT
2ND AVE S	<Null>	NASHVILLE	TN	37210	KOVACH, S	1055 2ND AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KLEIN, BAR	P O BOX 4
BYRUM AVE	<Null>	NASHVILLE	TN	37203	GOOCH, CA	2153 BYRUM A
1ST AVE S	<Null>	NASHVILLE	TN	37210	MT. PISGAH	1233 1ST AVE S
STEWART PL	<Null>	NASHVILLE	TN	37203	BARRETT, M	417 WELSHWO
2ND AVE S	<Null>	NASHVILLE	TN	37210	SALIMI, JAV	P O BOX 1361
HART ST	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	VAUGHN, A	156 BONNFIELD
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W	P O BOX 10011
1ST AVE S	<Null>	NASHVILLE	TN	37210	POSEY, WIL	2416 GARDNER
MOORE AVE	<Null>	NASHVILLE	TN	37203	AL-MAHDI	404 WINGROVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	WILSON, BI	4202 KIRTLAND
NEAL TER	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
STEWART PL	<Null>	NASHVILLE	TN	37203	LAOS, IRVI	P O BOX 92221
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	DAILY, PAT	515 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BUCKNER,	802 TIMBER LN
2ND AVE S	<Null>	NASHVILLE	TN	37210	SCHLANGE	P O BOX 50857
2ND AVE S	<Null>	NASHVILLE	TN	37210	SCHLANGE	P O BOX 50857
1ST AVE S	<Null>	NASHVILLE	TN	37210	SOWELL, JO	6304 SHELBYVI
ALLISON PL	<Null>	NASHVILLE	TN	37203	KELTON EN	809 WINDSTON
WHARF AVE	<Null>	NASHVILLE	TN	37210	EQUITY TRI	P O BOX 45134
1ST AVE S	<Null>	NASHVILLE	TN	37210	TRIM, JOH	1247 1ST AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	NASHVILLE	650 WEDGEWC
MARTIN ST	<Null>	NASHVILLE	TN	37203	ANDREWS,	1809 MARTIN S
2ND AVE S	<Null>	NASHVILLE	TN	37210	ZIMMERM	1015 2ND AVE
ALLISON PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
BYRUM AVE	<Null>	NASHVILLE	TN	37203	CASTRO, JA	2160 BYRUM A
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
NEAL TER	<Null>	NASHVILLE	TN	37203	WILSON, BI	1813 NEAL TER
ALLISON PL	<Null>	NASHVILLE	TN	37203	HEGGIE, KE	1716 ALLISON F
1ST AVE S	<Null>	NASHVILLE	TN	37210	URBAN HO	822 WOODLAN
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	PETERSON,	600 HAMILTON

SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE	5716 SPRING H
MARTIN ST	<Null>	NASHVILLE	TN	37203	FROHOCK,	1608 MARTIN S
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1ST AVE S	<Null>	NASHVILLE	TN	37210	URBAN HO	822 WOODLAN
N HILL ST	<Null>	NASHVILLE	TN	37210	POUNCEY,	5209 LAKE CT C
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK & BE	2610 WESTWO
MALLORY ST	<Null>	NASHVILLE	TN	37203	BELLEFANT	418 MALLORY S
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MAYBERRY	524 HAMILTON
1ST AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
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WINGROVE ST	<Null>	NASHVILLE	TN	37203	WISE, STEV	6013 GREENLEA
CARVELL AVE	<Null>	NASHVILLE	TN	37203	JENKINS, P	1708 CARVELL I
CARVELL AVE	<Null>	NASHVILLE	TN	37203	JENKINS, P	1708 CARVELL I
MOORE AVE	<Null>	NASHVILLE	TN	37203	BAINBRIDG	1906 BEECHWO
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
ALLISON PL	<Null>	NASHVILLE	TN	37203	HEDGES, JA	1802 ALLISON F
2ND AVE S	<Null>	NASHVILLE	TN	37210	MASON, AI	20 ACADEMY P
MOORE AVE	<Null>	NASHVILLE	TN	37203	JONES, INE	607 MOORE AV
BYRUM AVE	<Null>	NASHVILLE	TN	37203	MASON, EL	2159 BYRUM A
STEWART PL	<Null>	NASHVILLE	TN	37203	RICHARD, J	1804 STEWART
NEAL TER	<Null>	NASHVILLE	TN	37203	FAVORITE,	1711 NEAL TER
HART ST	<Null>	NASHVILLE	TN	37210	REYNA, HU	24 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	GOO REVO	1233 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	COUCH, JA	930 S DOUGLAS
MOORE AVE	<Null>	NASHVILLE	TN	37203	WISE , STE	6013 GREENLEA
NEAL TER	<Null>	NASHVILLE	TN	37203	PEAY, JOH	1703 NEAL TER
PERKINS ST	<Null>	NASHVILLE	TN	37210	SPARKMA	2707 NATCHEZ
WINGROVE ST	<Null>	NASHVILLE	TN	37203	438 WINGF	P O BOX 15844
MOORE AVE	<Null>	NASHVILLE	TN	37203	OLIVER, BR	611 MOORE AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWO
STEWART PL	<Null>	NASHVILLE	TN	37203	KELTON, JE	P O BOX 40451
NEAL TER	<Null>	NASHVILLE	TN	37203	JACKSON, (	1706 NEAL TER
MOORE AVE	<Null>	NASHVILLE	TN	37203	HARRIS, LI	614 MOORE AV
MOORE AVE	<Null>	NASHVILLE	TN	37203	BODDEN, B	609 MOORE AV
STEWART PL	<Null>	NASHVILLE	TN	37203	HILL, MAR	1715 STEWART
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROWN, SA	517 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	LOWE, HAL	P O BOX 40165
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	BROWN, R	608 SOUTHGAT
STEWART PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
ALLISON PL	<Null>	NASHVILLE	TN	37203	HOPKINS, J	1719 ALLISON F
NEAL TER	<Null>	NASHVILLE	TN	37203	WHITE, BE	1709 NEAL TER
N HILL ST	<Null>	NASHVILLE	TN	37210	FUENTES-M	20 N HILL ST
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MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU 1107 WADE AV
LINCOLN ST	<Null>	NASHVILLE	TN	37210	LAFAYETTE 1925 OLD HICK
STEWART PL	<Null>	NASHVILLE	TN	37203	NEELY, MA 1916 8TH AV S
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
RAINS AVE	<Null>	NASHVILLE	TN	37203	SNEED, HEI 106 KINNEYS RI
N HILL ST	<Null>	NASHVILLE	TN	37210	GIAMMARI 41 N HILL ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	FLOYD, JON PO BOX 292331
MOORE AVE	<Null>	NASHVILLE	TN	37203	RYANS, NA 8233 WIKLE RD
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
ALLISON PL	<Null>	NASHVILLE	TN	37203	WILSON, BI 4202 KIRKLAND
RAINS AVE	<Null>	NASHVILLE	TN	37203	HAMBRICK 3829 LEONA PA
WINGROVE ST	<Null>	NASHVILLE	TN	37203	HALL, HAZE 436 WINGROVE
SHEPARD ST	<Null>	NASHVILLE	TN	37210	15 SHEPAR 1037 JEFFERSO
N HILL ST	<Null>	NASHVILLE	TN	37210	GREENE, JA 1518 BEREA CH
SHEPARD ST	<Null>	NASHVILLE	TN	37210	SOWELL, JA 7402 BERMUDA
WINGROVE ST	<Null>	NASHVILLE	TN	37203	HYBRID BU 987 GREERLAND
2ND AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CITY 703 PENDRAGO
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MODERN R 170 HAVERFOR
2ND AVE S	<Null>	NASHVILLE	TN	37210	REFRESHCO 209 10TH AVE S
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THOMAS ST	<Null>	NASHVILLE	TN	37210	SOWELL, JA 7402 BERMUDA
BYRUM AVE	<Null>	NASHVILLE	TN	37203	FRYE, YOLA 2161 BYRUM AV
N HILL ST	<Null>	NASHVILLE	TN	37210	SAVITSKY, I 14 N HILL ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	HAMIDY, S. 609 SUNNYBRO
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING P O BOX 10148
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	MORROW, 422 MOORE AV
1ST AVE S	<Null>	NASHVILLE	TN	37210	WENER, ST 5049 CASPIAN I
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	SPARKMAN 2707 NATCHEZ
1ST AVE S	<Null>	NASHVILLE	TN	37210	MOTE, GRA 950 GRAYBAR L
MARTIN ST	<Null>	NASHVILLE	TN	37203	WEHO DEV 513 3RD AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	TUNE, KELL 1717 ALLISON P
MOORE AVE	<Null>	NASHVILLE	TN	37203	TRAN, NGH 415 MOORE AV
HART ST	<Null>	NASHVILLE	TN	37210	FLOYD, GE(1249 1ST AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	FLOYD, GE(P O BOX 10013
1ST AVE S	<Null>	NASHVILLE	TN	37210	JAC INVEST P O BOX 194
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	AL-SORAIF 4849 TERRAGO
STEWART PL	<Null>	NASHVILLE	TN	37203	KELTON, JE P O BOX 40451
STEWART PL	<Null>	NASHVILLE	TN	37203	FUQUA, SH 1812 STEWART
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	AL-SORAIF 4849 TERRAGO
MALLORY ST	<Null>	NASHVILLE	TN	37203	JACKSON, \ 1026 WILLOUG
NEAL TER	<Null>	NASHVILLE	TN	37203	STONE, JEF 1811 NEAL TER
MALLORY ST	<Null>	NASHVILLE	TN	37203	KLURFELD, 424 MALLORY S
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	MOHAMM 2326 UNA ANTI
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
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2ND AVE S	<Null>	NASHVILLE	TN	37210	CENTRAL C 837 RUSSIEO DI
MARTIN ST	<Null>	NASHVILLE	TN	37203	BAKER, JOH 1711 MARTIN S
ALLISON PL	<Null>	NASHVILLE	TN	37203	BABER, MA 1815 ALLISON F
2ND AVE S	<Null>	NASHVILLE	TN	37210	COX, JACKI 1062 2ND AV S
MARTIN ST	<Null>	NASHVILLE	TN	37203	HARLAN, C 1726 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	JENNINGS, 1722 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	CHRISTIAN, 1718 MARTIN S
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MARTIN ST	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
MARTIN ST	<Null>	NASHVILLE	TN	37203	MCCARROI 1708 MARTIN S
WHARF AVE	<Null>	NASHVILLE	TN	37210	CUMBERLA 1602 8TH AVE S
GARDEN ST	<Null>	NASHVILLE	TN	37210	JONES, SHA 5 GARDEN ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK & BE 2308 WHITE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	ADAMSON, 400 NORMAND
NEAL TER	<Null>	NASHVILLE	TN	37203	MARKEN, F 1803 NEAL TER
2ND AVE S	<Null>	NASHVILLE	TN	37210	CENTRAL C 837 RUSSLEO D
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
PERKINS ST	<Null>	NASHVILLE	TN	37210	DENNING, 27 PERKINS ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	CONNOLLY 608 MOORE AV
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2ND AVE S	<Null>	NASHVILLE	TN	37210	CUMBERLA 1602 8TH AVE S
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MARTIN ST	<Null>	NASHVILLE	TN	37203	FARREN, NI 1807 MARTIN S
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2ND AVE S	<Null>	NASHVILLE	TN	37210	HEWITT, BI 630 PATRIOT LN
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING P O BOX 10148
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	RINKER, RC 4426 N CHAPEL
HART ST	<Null>	NASHVILLE	TN	37210	MORNINGS 19 HART ST
RAINS AVE	<Null>	NASHVILLE	TN	37203	KING, JEFFI P O BOX 24783
NEAL TER	<Null>	NASHVILLE	TN	37203	BATTS, YVC 1809 NEAL TER
RAINS AVE	<Null>	NASHVILLE	TN	37203	D&G DEVEI P O BOX 158444
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RAINS AVE	<Null>	NASHVILLE	TN	37203	SMALLMAI P O BOX 158444
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GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU 1107 WADE ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	SCALISE, JU 1008 2ND AVE S
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	HARVEY, H 1309 LITTLE HA
BYRUM AVE	<Null>	NASHVILLE	TN	37203	LEE, VATER 2151 BYRUM AV
MARTIN ST	<Null>	NASHVILLE	TN	37203	E & K LUSK 6563 SUNNY SI
SHEPARD ST	<Null>	NASHVILLE	TN	37210	URBAN HO 822 WOODLAN
MARTIN ST	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011

MARTIN ST	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	CURLL, PAT	1803 ALLISON F
MARTIN ST	<Null>	NASHVILLE	TN	37203	VANHOOSE	1705 MARTIN S
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	YOCHUM, I	614 SOUTHGAT
ALLISON PL	<Null>	NASHVILLE	TN	37203	PERKINS, C	1821 ALLISON F
SHEPARD ST	<Null>	NASHVILLE	TN	37210	URBAN HO	822 WOODLAN
GARDEN ST	<Null>	NASHVILLE	TN	37210	URBAN HO	822 WOODLAN
THOMAS ST	<Null>	NASHVILLE	TN	37210	SAMUELS,	929 RUSSELL ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	CREAM CIT	1103 2ND AVE S
MARTIN ST	<Null>	NASHVILLE	TN	37203	1709 MART	P. O. BOX 1218
2ND AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
WHARF AVE	<Null>	NASHVILLE	TN	37210	CMC DEVEI	600 MONTE CA
2ND AVE S		NASHVILLE	TN	37210	CENTRAL C	837 RUSSLEO D
2ND AVE S		NASHVILLE	TN	37210	PRITCHARI	1024 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	SAINT PATI	1219 2ND AV S
GARDEN ST	<Null>	NASHVILLE	TN	37210	MAKARUCI	7 GARDEN ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	KOVACH, S	1071 2ND AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	MCCLOUD,	1704 ALLISON F
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HAMM, GE	36 SHEPARD ST
NEAL TER	<Null>	NASHVILLE	TN	37203	LOPEZ, JES	1713 NEAL TER
MOORE AVE	<Null>	NASHVILLE	TN	37203	FRASURE, I	518 MOORE AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	CUMBERLA	1602 8TH AVE S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	YOUNGBLC	620 HAMILTON
2ND AVE S	<Null>	NASHVILLE	TN	37210	MUSIC CIT	703 PENDRAGC
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	K & G REN	4401 SCENIC DI
ALLISON PL	<Null>	NASHVILLE	TN	37203	OPERATIOI	1125 12TH AVE
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MASLOV, D	6637 HOLMES L
MALLORY ST	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
1ST AVE S	<Null>	NASHVILLE	TN	37210	CHINETTI, I	1255 1ST AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	BREAL, GRI	164 RAINS AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE	5716 SPRING H
2ND AVE S	<Null>	NASHVILLE	TN	37210	DEATON, L	1215 2ND AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	OLIVER, SU	38 N HILL ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	SMALLMAI	P O BOX 15844
NEAL TER	<Null>	NASHVILLE	TN	37203	SUAREZ FA	1831 12TH AVE
MARTIN ST	<Null>	NASHVILLE	TN	37203	1611 MART	513 3RD AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK & BE	1100 RUSSELL S
2ND AVE S	<Null>	NASHVILLE	TN	37210	2ND AVENI	703 PENDRAGO
1ST AVE S	<Null>	NASHVILLE	TN	37210	KARR, BERI	115 WOODMOI
NEAL TER	<Null>	NASHVILLE	TN	37203	AUTENRIET	5000 FRANKLIN
1ST AVE S	<Null>	NASHVILLE	TN	37210	MCCALL, B	736 RINGGOLD
MARTIN ST	<Null>	NASHVILLE	TN	37203	KENNER, CI	1806 MARTIN S
1ST AVE S	<Null>	NASHVILLE	TN	37210	POTTS & KI	436 ATLAS DR
MARTIN ST	<Null>	NASHVILLE	TN	37203	BAKER, MA	1814 MARTIN S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST

2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	PARKS, RH(	29 TRIMBLE ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	PHILLIPS, N	2014 POMONA
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1ST AVE S	<Null>	NASHVILLE	TN	37210	BROWNLO'	1037 1ST AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	SAOUD, JO	1035 1ST AVE S
MOORE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE	5716 SPRING H(
MOORE AVE	<Null>	NASHVILLE	TN	37203	FITE, WILLI	529 MOORE AV
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	CRAWFORI	1111 1ST AVE S
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RAINS AVE	<Null>	NASHVILLE	TN	37203	ESMOND, T	131 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	THOMAS, K	135 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	BRECKENRI	2015 MANHAT
RAINS AVE	<Null>	NASHVILLE	TN	37203	WDCN PUB	161 RAINS AV
SHEPARD ST	<Null>	NASHVILLE	TN	37210	WOOD, JOI	1260 MARTIN S
HART ST	<Null>	NASHVILLE	TN	37210	MORNINGS	19 HART ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	CLOUSE, CA	540 C MOORE A
2ND AVE S	<Null>	NASHVILLE	TN	37210	DAVIDSON,	1023 A 2ND AV
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2ND AVE S	<Null>	NASHVILLE	TN	37210	SOUTHVIE\	3716 WEST END
2ND AVE S	<Null>	NASHVILLE	TN	37210	RAYMER, JA	1074 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	MIHAILOV,	1074 B 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	SOUTHVIE\	3716 WEST END
2ND AVE S	<Null>	NASHVILLE	TN	37210	MURPHY, M	1078 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	MARSHALL	1078 B 2ND AV
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2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. 1070	3716 WEST END
2ND AVE S	<Null>	NASHVILLE	TN	37210	JACOBS, BF	1068 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	TALLEY, TE	1068 B 2ND AV
MILDRED SHUTE AVE	<Null>	NASHVILLE	TN	37210	STRAUB, PI	112 MILDRED S
MILDRED SHUTE AVE	<Null>	NASHVILLE	TN	37210	O.I.C. 1074	3716 WEST END
PILLOW ST	<Null>	NASHVILLE	TN	37203	SHARP, EV/	1306 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	SCHALMO,	1306 B PILLOW

PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1306 84 ALTENTANN
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	COOK, NICI 500 B SOUTHGA
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ARNOLD, K 500 A SOUTHGA
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 5OO 4516 SHYS HILL
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	QUINN, GE 4316 DALE AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OLCOTT, TA 615 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 615 H 4516 SHYS HILL
PILLOW ST	<Null>	NASHVILLE	TN	37203	FIVE TWEN 4516 SHYS HILL
PILLOW ST	<Null>	NASHVILLE	TN	37203	KIM, CHAR 1406 PILLOW ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	BURT, DAN 14 A GARDEN S
GARDEN ST	<Null>	NASHVILLE	TN	37210	CORLEW, J(14 GARDEN ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	FLEMMING 14 C GARDEN ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	ADKINS, JA 14 GARDEN ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	O.I.C. GARI 1223 A 1ST AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	YI, HO WOI 507 SOUTHGAT
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	WALLS, REI 505 SOUTHGAT
CARVELL AVE	<Null>	NASHVILLE	TN	37203	BENSON, LI 1692 CARVELL A
CARVELL AVE	<Null>	NASHVILLE	TN	37203	CASEY, ROI 1694 CARVELL A
CARVELL AVE	<Null>	NASHVILLE	TN	37203	1696 CARV P O BOX 159038
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. SOUT 4516 SHYS HILL
2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLLINGSV 1064 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	HEWITT, BI 630 PATRIOT LN
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, JOH 1705 CHARITY D
2ND AVE S	<Null>	NASHVILLE	TN	37210	PROCINO, I 1064 D 2ND AV
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2ND AVE S	<Null>	NASHVILLE	TN	37210	GRAFF, JAN 1066 B 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLLOWAY 1066 C 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	GARRETT, S 1066 D 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. LOFT 3716 WEST END
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. LOFT 3716 WEST END
MOORE AVE	<Null>	NASHVILLE	TN	37203	MILES, MIC 540 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	THOMPSOI 540 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 540 M P O BOX 40018
PILLOW ST	<Null>	NASHVILLE	TN	37203	EQUITY TRI 905 SOUTHSIDE
PILLOW ST	<Null>	NASHVILLE	TN	37203	NEWTON, I 1310 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1310 667 WEDGEWC
PILLOW ST	<Null>	NASHVILLE	TN	37203	HANNAH, M 1312 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	BICK, CARS 1312 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1312 667 WEDGEWO
SOUTHGATE AVE	1	NASHVILLE	TN	37203	WOLCOTT, 1129 WOODBR
SOUTHGATE AVE	2	NASHVILLE	TN	37203	SILVESTRO, 502 B SOUTHGA
SOUTHGATE AVE	3	NASHVILLE	TN	37203	JACOBS, BF 502 SOUTHGAT
SOUTHGATE AVE	4	NASHVILLE	TN	37203	SHELL, JAN 502 SOUTHGAT
SOUTHGATE AVE	5	NASHVILLE	TN	37203	ELDRIDGE, 502 SOUTHGAT
SOUTHGATE AVE	6	NASHVILLE	TN	37203	PANKHANI 502F SOUTHGA
SOUTHGATE AVE	7	NASHVILLE	TN	37203	BRYANT, E 502 G SOUTHGA
SOUTHGATE AVE	8	NASHVILLE	TN	37203	DAVIS, ASH 502 H SOUTHGA

SOUTHGATE AVE	9	NASHVILLE	TN	37203	SAN MART	502 SOUTHGAT
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 502 S	667 WEDGEWC
PILLOW ST	<Null>	NASHVILLE	TN	37203	GRIFFIN, PI	1314 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	GRAY, EMII	1314 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C HOMI	2210 OAKLEAF
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	LATHAM, B	2008 WATERST
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	517B SOUT	3910 TELEGRAF
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 517 S	650 WEDGEWC
RAINS AVE	<Null>	NASHVILLE	TN	37203	TRISARNSR	154 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 156 F	650 WEDGEWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	AUVENSHII	619 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	CARDEN, N	619 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM	2550 MERIDIAN
MOORE AVE	<Null>	NASHVILLE	TN	37203	FLEMING, (	621 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAUMSCHI	621 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM	2550 MERIDIAN
PILLOW ST	<Null>	NASHVILLE	TN	37203	DOUGLAS,	1308 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	DAWSON, .	1308 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. PILLC	106 GALE LN
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	GARDNER,	492 SOUTHGAT
SOUTHGATE AVE		NASHVILLE	TN	37203	BIERLEIN, S	494 SOUTHGAT
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 155 F	667 WEDGEWC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	CLICK, LAU	212 HAMLETT D
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BECKER, NA	7264 STEINBEC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 542 H	2412 12TH AVE
MOORE AVE	<Null>	NASHVILLE	TN	37203	SUKOWATI	2310 ELLIOT AV
MOORE AVE	<Null>	NASHVILLE	TN	37203	THREESEAS	411 MERRITT A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 606 M	P O BOX 36075
2ND AVE S	<Null>	NASHVILLE	TN	37210	TOWNSENI	1106 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	NOCK, BRIA	1106 B 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. 1106	5125 WALNUT
2ND AVE S	<Null>	NASHVILLE	TN	37210	NOCK, BRIA	1106B 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	WRIGHT, A	1104 B 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. 1104	5125 WALNUT
MOORE AVE	<Null>	NASHVILLE	TN	37203	MILNER, AI	536 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	SPENCE, SA	536 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. MOC	6121 NOLENSV
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MICKLUS, \	1292 DAVIS AVI
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	TOTTY, DEI	1313 B LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 1313	3608 BENHAM
MOORE AVE	<Null>	NASHVILLE	TN	37203	STOKELY, R	505 MOORE AV
MOORE AVE	<Null>	NASHVILLE	TN	37203	MATHEWS,	505 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 505 M	505 MOORE AV
PILLOW ST	<Null>	NASHVILLE	TN	37203	BAZANOS,	1316 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	ULRICH, BR	1316 PILLOW ST
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1316	6 PUBLIC SQ

MOORE AVE	<Null>	NASHVILLE	TN	37203	DEAN, ERIK	538 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HARTLEY, T	538 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM	14307 OLD HICI
2ND AVE S	<Null>	NASHVILLE	TN	37210	WILL, ADAI	1065 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	ZUKER, CLA	1065 B 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	URBAN DW	203 POINT EAST
2ND AVE S	<Null>	NASHVILLE	TN	37210	URBAN DW	203 POINT EAST
2ND AVE S	<Null>	NASHVILLE	TN	37210	HARDESTY,	2500 21ST AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	CONNOR, L	1069B 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. 1067	203 POINT EAST
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PERKINS ST	<Null>	NASHVILLE	TN	37210	GALBRAITH	16 PERKINS ST
PILLOW ST		NASHVILLE	TN	37203	BACON, J. F	84 ALTENTANN
PILLOW ST		NASHVILLE	TN	37203	RUEGER, LI	1319 B PILLOW
PILLOW ST		NASHVILLE	TN	37203	O.I.C. 1319	6350 TORRINGT
PILLOW ST	<Null>	NASHVILLE	TN	37203	WHITE, RIC	2005 TORRINGT
PILLOW ST	<Null>	NASHVILLE	TN	37203	PELTIER, PE	1407 PILLOW ST
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 140	471 HUMPHREY
MOORE AVE	<Null>	NASHVILLE	TN	37203	MILLS, JAM	509 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	GROME, NI	509 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 509 M	667 WEDGEWO
MOORE AVE	<Null>	NASHVILLE	TN	37203	MASKAS, S	507 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HOLMES, A	507B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 507 M	667 WEDGEWO
MOORE AVE	<Null>	NASHVILLE	TN	37203	LANNING, J	513 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	LANNING, J	513 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 513 M	4516 SHYS HILL
RAINS AVE	<Null>	NASHVILLE	TN	37203	SMOLINSKI	125 RAINS AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	ATHANASU	502 HAMILTON
NEAL TER	<Null>	NASHVILLE	TN	37203	JENKINS, D	1701 NEAL TER
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MARTIN, D	511 SOUTHGAT
NEILL AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM	P O BOX 15844
RAINS AVE	<Null>	NASHVILLE	TN	37203	VAUCHER,	121 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	MCLEOD, M	123 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE H	402 BOULDER C
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	FISCHER, W	1307 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	CUPUTO, A	1307 B LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 1307	667 WEDGEWO
PILLOW ST	<Null>	NASHVILLE	TN	37203	OPALINE VI	P O BOX 158058
PILLOW ST	<Null>	NASHVILLE	TN	37203	BOWE, REG	1305 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1305	667 WEDGEWO
ALLISON PL	<Null>	NASHVILLE	TN	37203	MAP GENE	100 OCEANSIDE
ALLISON PL	<Null>	NASHVILLE	TN	37203	BRENIZE, T	1102 WOODLAN
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1707	650 WEDGEWO
NEAL TER	<Null>	NASHVILLE	TN	37203	BACKHOFF,	1810 A NEAL TE
NEAL TER	<Null>	NASHVILLE	TN	37203	BACKHOFF,	1810 B NEAL TE

NEAL TER	<Null>	NASHVILLE	TN	37203	O.I.C. 1810 667 WEDGEWC
RAINS AVE	<Null>	NASHVILLE	TN	37203	HCC TRUST 158 A RAINES A
RAINS AVE	<Null>	NASHVILLE	TN	37203	FISCHETTE, 158 B RAINS AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE (510 RIDGEVIEW
2ND AVE S	<Null>	NASHVILLE	TN	37210	MODERN C 3716 WEST END
2ND AVE S	<Null>	NASHVILLE	TN	37210	MODERN C 3716 WEST END
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2ND AVE S	<Null>	NASHVILLE	TN	37210	ROBERTS, (402 CARRIAGE
2ND AVE S	<Null>	NASHVILLE	TN	37210	HELLER, LA 1268B 2ND AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. 1268 9418 GREEN HI
MOORE AVE	<Null>	NASHVILLE	TN	37203	YU, JEOM \ 411 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	URBAN DW 203 POINT EAST
WINGROVE ST	<Null>	NASHVILLE	TN	37203	WRIGHT, M 428 B WINGROV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	NANCE, JO 428 A WINGROV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	O.I.C. 428 \ 203 POINT EAST
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 428 \ 203 POINT EAST
ALLISON PL	<Null>	NASHVILLE	TN	37203	MACKIE, C/ 1703 ALLISON P
ALLISON PL	<Null>	NASHVILLE	TN	37203	CAPEHART, 1705 ALLISON P
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1703 667 WEDGEWC
ALLISON PL	<Null>	NASHVILLE	TN	37203	MASSEY, W 1699 ALLISON P
ALLISON PL	<Null>	NASHVILLE	TN	37203	CESARONE, 3912 ABBOTT M
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1701 667 WEDGEWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	BOWLING, 503 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	MILLS, ADA 503 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 503 M 667 WEDGEWC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BAXTER, JC 504 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	YATES, KYL 506 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM 402 BOULDER C
MOORE AVE	<Null>	NASHVILLE	TN	37203	MOORE, LA 501 MOORE AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	MILLER, JO 143 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 41934
MOORE AVE	<Null>	NASHVILLE	TN	37203	BOWEN, C/ 534 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	MARGOLIS, 534 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 534 M 111 LAKE PARK
CARVELL AVE	<Null>	NASHVILLE	TN	37203	DELL, CORY 1716 CARVELL A
CARVELL AVE	<Null>	NASHVILLE	TN	37203	DAVIS, ROS 1720 CARVEL A
CARVELL AVE	<Null>	NASHVILLE	TN	37203	ZVEZDA 2, P O BOX 15870
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CARVELL AVE	<Null>	NASHVILLE	TN	37203	DERCK, ELI 1728 CARVEL A

CARVELL AVE	<Null>	NASHVILLE	TN	37203	PAINTER, A	1732 CARVELL A
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	ROUHANI-I	524 WEDGEWC
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	PEARSON,	526 WEDGEWC
CARVELL AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WED	667 WEDGEWC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KLURFELD,	547 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	JANAN, BRI	547 B HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE (	510 RIDGEVIEW
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MUGNANC	557 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GEBHARDT	557 B HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE (	510 RIDGEVIEW
1ST AVE S	<Null>	NASHVILLE	TN	37210	SANDERFU	1261 1ST AVE S
MALLORY ST	<Null>	NASHVILLE	TN	37203	GMAT HOL	650 WEDGEWC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCCAMEY,	513 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	YOUNG, W	5231 MARGARE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 513 H	5716 SPRING H(
2ND AVE S	<Null>	NASHVILLE	TN	37210	HART TO H	320 OCALA DR
PILLOW ST	<Null>	NASHVILLE	TN	37203	WANGN, K	1305 C PILOW S
PILLOW ST	<Null>	NASHVILLE	TN	37203	DIEDRICH, .	1035 D PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1305	667 WEDGEWO
N HILL ST	<Null>	NASHVILLE	TN	37210	MADDEN, I	13 A N HILL ST.
N HILL ST	<Null>	NASHVILLE	TN	37210	MADDEN, J	13 B N HILL ST.
N HILL ST	<Null>	NASHVILLE	TN	37210	O.I.C. 13 N(	509 HAMILTON
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	LIGHTSTON	1321 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KHAN, CHE	1321 B LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WINT	2003 DAYLILY D
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	RUFF, JONA	1311 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BEAR, RYAI	1311 B LLITTLE
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM	1306 BELMONT
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	HELLAND, I	1319 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	LUKE, PATI	1319 B LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 1319	1101 RIVERSIDE
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	KHO, EUN J	20 A CLAIBORN
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	WANG, YUI	1004 ASHMORE
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	O.I.C. HOM	465 HENSLEE DI
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	VO, TERRY	18 CLAIBORNE S
PERKINS ST	<Null>	NASHVILLE	TN	37210	VELLOFF, JA	10 PERKINS ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	O.I.C. HOM	465 HENSLEE DI
ALLISON PL		NASHVILLE	TN	37203	ROBERTS, I	1708 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	BONETTI, V	1708 B ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. 1708	465 HENSLEE DI
ALLISON PL		NASHVILLE	TN	37203	RICKS, ALLI	1706 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	RICKS, JENI	1706 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. 1706	465 HENSLEE DI
MARTIN ST	<Null>	NASHVILLE	TN	37203	DE CASTRO	1706 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	KORNUTICI	1704 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1704	621 BRADLEY C
MERRITT AVE		NASHVILLE	TN	37203	JOSEPH, AN	11 S GREEN ST

MERRITT AVE		NASHVILLE	TN	37203	BACIGALUP	434 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	AGPG REAL	6710 SW 80 ST
MERRITT AVE		NASHVILLE	TN	37203	SHAPIRO, F	438 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	BYRNES, D/	440 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	ANTA CAPI	909 N MEADOV
MERRITT AVE		NASHVILLE	TN	37203	COOK, JACI	444 MERRITT A
PILLOW ST		NASHVILLE	TN	37203	PILLOW 8 C	2103 S OCEAN E
PILLOW ST		NASHVILLE	TN	37203	YEVCHAK, /	1322 PILLOW ST
PILLOW ST		NASHVILLE	TN	37203	DAVIES, KA	1320 PILLOW ST
MERRITT AVE	4	NASHVILLE	TN	37203	PURCELL, J.	502 CHESTERFI
MERRITT AVE	3	NASHVILLE	TN	37203	WILKES, CA	430 MERRITT AV
MERRITT AVE	2	NASHVILLE	TN	37203	BARBERA, /	430 MERRITT AV
MERRITT AVE	1	NASHVILLE	TN	37203	STRECKER,	430 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	PILLOW STI	209 10TH AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	SHAH, CHL(	1809 A ALLISON
ALLISON PL	<Null>	NASHVILLE	TN	37203	MACHUCA,	1809 ALLISON P
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1809	107 STRATHMO
SOUTHGATE AVE		NASHVILLE	TN	37203	GEORGE, S	519 A SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	ACKERMAN	519 B SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. TOW	519 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	GRANT, RE	531 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	KIRKPATRI(	531B MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HON	1310 CAMELOT
NEAL TER		NASHVILLE	TN	37203	LAMBERT, .	1708 A NEAL TE
NEAL TER		NASHVILLE	TN	37203	DEANE, AN	1708 B NEAL TE
NEAL TER		NASHVILLE	TN	37203	O.I.C. HOM	1708 NEAL TER
ALLISON PL		NASHVILLE	TN	37203	LUNSFORD	1810 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	WHITNEY, I	1810 B ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. HOM	2814 12TH AVE
BYRUM AVE		NASHVILLE	TN	37203	SANDOVAL	115 ALTON RD
BYRUM AVE		NASHVILLE	TN	37203	COLEMAN,	2164 BYRUM AV
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. HOM	2160 BYRUM AV
BYRUM AVE		NASHVILLE	TN	37203	JAIN, NAVI	2166 BYRUM AV
BYRUM AVE		NASHVILLE	TN	37203	ANNAPURE	2168 BYRUM AV
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. HON	2160 BYRUM AV
BYRUM AVE		NASHVILLE	TN	37203	HAGOVSKY	2158A BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	SMITH, JEN	2158B BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. 2158	6121 NOLENSVI
2ND AVE S	1	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
2ND AVE S	2	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
2ND AVE S	3	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
2ND AVE S	4	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
2ND AVE S	5	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
2ND AVE S	6	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
HART ST	3	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
HART ST	4	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR
HART ST	5	NASHVILLE	TN	37210	2ND & HAR	4317 SUNNYBR

HART ST	6	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	1	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	2	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	7	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	8	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	10	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	9	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST		NASHVILLE	TN	37210	O.I.C. 2ND 4317 SUNNYBR
ALLISON PL		NASHVILLE	TN	37203	THOMPSOI 1818 ALLISON F
WEDGEWOOD AVE		NASHVILLE	TN	37203	ELDRIDGE, 600 WEDGEWC
WEDGEWOOD AVE		NASHVILLE	TN	37203	O.I.C. 1818 667 WEDGEWO
NEAL TER		NASHVILLE	TN	37203	LOCKNER, I 1712 A NEAL TE
NEAL TER		NASHVILLE	TN	37203	WOERZ, CA 1712 B NEAL TE
NEAL TER		NASHVILLE	TN	37203	O.I.C. TOW 1300 PILLOW ST
BYRUM AVE		NASHVILLE	TN	37203	THOMPSOI 2155 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	NESTLER, JI 2155 B BYRUM
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. BYRU 471 HUMPHREY
HAMILTON AVE		NASHVILLE	TN	37203	CHRISTENS 549 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	MENDENH 549B HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. THE (1598 GUILL RD
HAMILTON AVE		NASHVILLE	TN	37203	BRITT-LAYT 1109 GLENWOC
HAMILTON AVE		NASHVILLE	TN	37203	BRITT-LAYT 1109 GLENWOC
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1033 DEMONBF
MOORE AVE		NASHVILLE	TN	37203	HICKS, BRI 111 ORIEL AVE
MARTIN ST		NASHVILLE	TN	37203	HICKS, BRI 111 ORIEL AVE
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOM 600 MOORE AV
RAINS AVE		NASHVILLE	TN	37203	SMITH, PAI 117 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P. O. BOX 3312
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM 117 RAINS AVE
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P O BOX 33123
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P O BOX 33123
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM 117 RAINS AVE
SOUTHGATE AVE		NASHVILLE	TN	37203	TANQUILU 509 B SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	OVERBY, K 509 A SOUTHGA
MARTIN ST		NASHVILLE	TN	37203	O.I.C. 1707 1707 MARTIN S
STEWART PL		NASHVILLE	TN	37203	1716 & 171 1716 STEWART
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 2517 EUGENIA
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 622 S 450 PINE RIDGE
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. TOW 510 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1025 SOUTHSID
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1231 1231 2ND AVEN
STEWART PL		NASHVILLE	TN	37203	O.I.C. 1708 900 TYSON AVE
STEWART PL		NASHVILLE	TN	37203	O.I.C. 1706 900 TYSON AVE
THOMAS ST		NASHVILLE	TN	37210	O.I.C. HOM 1611 VALLE VEF
HAMILTON AVE		NASHVILLE	TN	37203	534 HAMIL 534 A HAMILTC
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN ST
MOORE AVE		NASHVILLE	TN	37203	O.I.C. COTT 615 NAPOLEAN

N HILL ST	NASHVILLE	TN	37210	O.I.C. 11 N(2820 BEAULAH
WHARF AVE	NASHVILLE	TN	37210	O.I.C. 47 W 6551 PERNOD A
N HILL ST	NASHVILLE	TN	37210	O.I.C. HOM 3740 TURLEY DI
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 1668 COLLEEN S
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HOM 511 HAMILTON
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 158444
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM 2814 12TH AVE
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	O.I.C. SOUT 204 SOUTH 11T
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 147 F 1028 VAUGHNS
MARTIN ST	NASHVILLE	TN	37203	O.I.C. HOM PO BOX 331205
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 130 F 130 RAINS AVEN
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. 532 F 629 POST OAK C
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HOM 1011 CHERRY A
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1309 629 POST OAK C
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN ST
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 204 S 11TH ST
BYRUM AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 533 M 944 9TH AVE S
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 158444
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1317 94 ALTENTANN
CARVELL AVE	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 3641
2ND AVE S	NASHVILLE	TN	37210	O.I.C. HOM 703 PENDRAGO
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 514 M 514 MOORE AV
2ND AVE S	NASHVILLE	TN	37210	BERTRAND 1237 2ND AVE S
BYRUM AVE	NASHVILLE	TN	37203	O.I.C. HOM 204 S 11TH ST
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1304 1304 PILLOW ST
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. 613 F 613 HAMILTON
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HAM 121 1ST AVE S S
N HILL ST	NASHVILLE	TN	37210	O.I.C. 16 N 1071 2ND AVE S
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 151 151 RAINS AVE
CARVELL AVE	NASHVILLE	TN	37203	O.I.C. 1704 639 E MAIN ST
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 527 M 639 E MAIN ST
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 525 M 525 MOORE AV
THOMAS ST	NASHVILLE	TN	37210	O.I.C. HOM 827 W MCKENN
N HILL ST	NASHVILLE	TN	37210	O.I.C. 24 N(24 N HILL ST
N HILL ST	NASHVILLE	TN	37210	O.I.C. HOM 929 LAWN VIEW
MARTIN ST	NASHVILLE	TN	37203	O.I.C. MAR 1808 MARTIN S
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 149 F 149 RAINS AVE
JOHN ST	NASHVILLE	TN	37210	O.I.C. HOM 9919 MAXWELL
MARTIN ST	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 7562 AUBREY R
SOUTHGATE AVE	NASHVILLE	TN	37203	MODERN R 170 HAVERFOR
NEAL TER	NASHVILLE	TN	37203	O.I.C. HOM 809 WINDSTON
NEAL TER	NASHVILLE	TN	37203	O.I.C. HOM PO BOX 3641
THOMAS ST	NASHVILLE	TN	37210	O.I.C. HOM 1205 LINCOLN F
WHARF AVE	NASHVILLE	TN	37210	O.I.C. 43 W 50 VANTAGE W
2ND AVE S	NASHVILLE	TN	37210	O.I.C. 1242 2309 CRESTMO

SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. SOU	407 HUMPHREY
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. FIVE-	516 HAMILTON
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 1700	1025 SOUTHSID
MOORE AVE		NASHVILLE	TN	37203	O.I.C. WED	617 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. WED	615 A MOORE A
HUBBARD ST		NASHVILLE	TN	37210	O.I.C. HUBI	1240 FAIRWAY
MOORE AVE		NASHVILLE	TN	37203	O.I.C. 416 M	416 MOORE AV
ALLISON PL		NASHVILLE	TN	37203	O.I.C. HOM	<Null>
SHEPARD ST		NASHVILLE	TN	37210	O.I.C. THE I	<Null>
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOM	<Null>
LITTLE HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM	<Null>
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOM	<Null>
N HILL ST		NASHVILLE	TN	37210	O.I.C. TWEI	<Null>
SHEPARD ST		NASHVILLE	TN	37210	O.I.C. FOUI	<Null>
PERKINS ST	<Null>	NASHVILLE	TN	37210	HANNAH, C	1623 FAIRHAVE
PERKINS ST	<Null>	NASHVILLE	TN	37210	HANNAH, C	1623 FAIRHAVE
HUBBARD ST	<Null>	NASHVILLE	TN	37210	SWETT, AN	45 PERKINS ST
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCNICHOL	127 RAINES AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	KITTLEMAN	133 ACADEMY S
MOORE AVE	<Null>	NASHVILLE	TN	37203	LONG, RYA	565 MOORE AV
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	KITTLEMAN	133 ACADEMY S
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DOI	4418 WINSTON
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREATER N	P O BOX 80271
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	ELLIS, KRIS	1 CLAIBORNE ST
PERKINS ST	<Null>	NASHVILLE	TN	37210	SWETT, JAC	45 PERKINS ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST ATT
MOORE AVE	<Null>	NASHVILLE	TN	37203	LUCKETT, J	535 MOORE AV
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	NASER, MC	39 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	ALEXANDE	21 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	MURRAY, K	11 TRIMBLE ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DOI	4418 WINSTON
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	ESPANA, M	17 TRIMBLE ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	PATTON, P.	1118 2ND AV S
PERKINS ST	<Null>	NASHVILLE	TN	37210	SEIBEL, HO	5261 FREDERIC
PERKINS ST	<Null>	NASHVILLE	TN	37210	BREZA, SIE	14 PERKINS ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GENCAY, A	1017 BOXWOO
MOORE AVE	<Null>	NASHVILLE	TN	37203	LAUGHEAD	557 MOORE AV
MERRITT AVE	<Null>	NASHVILLE	TN	37203	STANLEY, V	407 MERRITT A
MERRITT AVE	<Null>	NASHVILLE	TN	37203	MANGRUM	405 MERRITT A
1ST AVE S	<Null>	NASHVILLE	TN	37210	EQUITY TRI	P O BOX 45134
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI	805 BRENTVIEV
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	LITTLE MOI	P O BOX 80271
MALLORY ST	<Null>	NASHVILLE	TN	37203	SPRINGER,	421 MALLORY S
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GILLIAM, A	9 TRIMBLE ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GENCAY, A	1017 BOXWOO
LINCOLN ST	<Null>	NASHVILLE	TN	37210	BRANNON,	54 LINCOLN ST

HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SUAREZ, M	610 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SMALLMAI	P O BOX 15844
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	PADRE PIO	205 LOGANS CI
2ND AVE S	<Null>	NASHVILLE	TN	37210	LEE, CALLIE	1232 2ND AV S
MALLORY ST	<Null>	NASHVILLE	TN	37203	ELJAY ENTE	95 WHITE BRID
MOORE AVE	<Null>	NASHVILLE	TN	37203	MURPHY, C	551 MOORE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	COLE, NICH	1716 NEAL TER
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI	5248 FRANKLIN
NEAL TER	<Null>	NASHVILLE	TN	37203	HILL, BARB	1804 NEAL TR
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SPARKMAI	33 TRIMBLE ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	CAUDILL, D	809 EDWARDS
N HILL ST		NASHVILLE	TN	37210	CENTRAL C	837 RUSSLEO D
MOORE AVE	<Null>	NASHVILLE	TN	37203	MATHENY,	555 MOORE AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	GRANT, JA	1220 2ND AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	EQUITY TRI	P O BOX 45134
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	TRUE DEVE	2309 CRESTMO
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	SPARKMAI	2707 NATCHEZ
NEAL TER	<Null>	NASHVILLE	TN	37203	HENDRICKS	1806 NEAL TER
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	STURDEN,	23 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREEN, JEA	13 TRIMBLE ST
NEAL TER	<Null>	NASHVILLE	TN	37203	POTTS & KI	436 ATLAS DR
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	JOBE, WAN	831 DEWEES AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	BUIE, LARR	1228 2ND AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	EQUITY TRI	P O BOX 45134
1ST AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OWEN, DO	614 HAMILTON
NEAL TER	<Null>	NASHVILLE	TN	37203	STRINGER,	1722 NEAL TER
PERKINS ST	<Null>	NASHVILLE	TN	37210	SWETT, JA	45 PERKINS ST
MALLORY ST	<Null>	NASHVILLE	TN	37203	MCGRAW,	415 MALLORY S
NEAL TER	<Null>	NASHVILLE	TN	37203	ANDRADY,	754 BENTON AV
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OPERATIOI	1125 12TH AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	1230 2ND /	40 WALL STREE
N HILL ST	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	METRO GO	P O BOX 19630
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CI	P O BOX 3641
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI	805 BRENTVIEV
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI	805 BRENTVIEV
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 526 I	526 HAMILTON
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WEH	402 BOULDER C
2ND AVE S	1	NASHVILLE	TN	37210	BYRNES, GI	1916 MOBLEY V
2ND AVE S	2	NASHVILLE	TN	37210	GOMEZ, M	2616 PADDOCK
2ND AVE S	3	NASHVILLE	TN	37210	GOMEZ, M	2616 PADDOCK
2ND AVE S	4	NASHVILLE	TN	37210	CHERKESK	1240 2ND AVE
2ND AVE S	5	NASHVILLE	TN	37210	GINZBURG,	1240 2ND AVE
2ND AVE S	6	NASHVILLE	TN	37210	MYERS, RIC	907 ONEONTA

2ND AVE S	7	NASHVILLE	TN	37210	CHERKESKY	1240 2ND AVE S
2ND AVE S	8	NASHVILLE	TN	37210	MAKIN PRO	P O BOX 26
2ND AVE S	9	NASHVILLE	TN	37210	KINMER PR	P O BOX 26
2ND AVE S	10	NASHVILLE	TN	37210	SIRAGUSA,	1240 2ND AVE S
2ND AVE S	11	NASHVILLE	TN	37210	RYAN, JASO	1240 2ND AVE U
2ND AVE S	12	NASHVILLE	TN	37210	SIMONETTI	5801 W MODO
2ND AVE S	13	NASHVILLE	TN	37210	CHERKESKY	1234 2ND AVE S
2ND AVE S	14	NASHVILLE	TN	37210	CROUVI, SH	5121 GLENCARE
2ND AVE S	15	NASHVILLE	TN	37210	HENGAMEI	519 LEGENDS R
2ND AVE S	16	NASHVILLE	TN	37210	GENSIS NA	1240 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. DWE	1234 2ND AVE S
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 1700	40 BURTON HIL
MARTIN ST		NASHVILLE	TN	37203	HAGEN, JEI	1707 A MARTIN
MARTIN ST		NASHVILLE	TN	37203	AMENDED	1707 B MARTIN
STEWART PL		NASHVILLE	TN	37203	JONES, JEN	1716 STEWART
STEWART PL		NASHVILLE	TN	37203	DEPAOLI, R	1718 STEWART
RAINS AVE		NASHVILLE	TN	37203	SANDERS, V	115 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	SNODGRAS	115 B RAINS AV
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM	2517 EUGENIA
HAMILTON AVE		NASHVILLE	TN	37203	BUEHLER, I	608 A HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	BUEHLER, I	608 B HAMILTO
SOUTHGATE AVE		NASHVILLE	TN	37203	FUGE, BREI	624 SOUTHGAT
SOUTHGATE AVE		NASHVILLE	TN	37203	ALEX, MAR	622 SOUTHGAT
HAMILTON AVE		NASHVILLE	TN	37203	CONDER, C	908 STEEPLECH
HAMILTON AVE		NASHVILLE	TN	37203	HINKLE, JEI	510 B HAMILTO
2ND AVE S		NASHVILLE	TN	37210	JOHNSON,	7725 GATEWAY
2ND AVE S		NASHVILLE	TN	37210	AJAO, JOSE	1044 B 2ND AV
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1044	2018 FRANSWO
HAMILTON AVE		NASHVILLE	TN	37203	HENDIX, M	553 A HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	PETERLICH,	553 B HAMILTO
2ND AVE S		NASHVILLE	TN	37210	BOOTH, RO	300 CENTERVIE
2ND AVE S		NASHVILLE	TN	37210	CURTIS, CH	1231 2ND AVE S
STEWART PL		NASHVILLE	TN	37203	SLOOP, JOI	1708 A STEWAR
STEWART PL		NASHVILLE	TN	37203	STUMP, PA	1708 B STEWAR
STEWART PL		NASHVILLE	TN	37203	BLASSEY, C	1706 A STEWAR
STEWART PL		NASHVILLE	TN	37203	ESTEVEZ, R	1706 B STEWAR
MOORE AVE		NASHVILLE	TN	37203	BARBER, GI	545 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	LEE, CHEVI	545 B MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. COTT	615 NAPOLEAN
N HILL ST		NASHVILLE	TN	37210	CHINETTI, I	34 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	GILMORE, A	34 B N HILL ST
N HILL ST		NASHVILLE	TN	37210	O.I.C. HOM	34 NORTH HILL
HAMILTON AVE		NASHVILLE	TN	37203	D&J PROPE	650 WEDGEWO
THOMAS ST		NASHVILLE	TN	37210	FLTPPC PRO	9473 ASHFORD
THOMAS ST		NASHVILLE	TN	37210	MURPHY, I	1242 THOMAS
HAMILTON AVE		NASHVILLE	TN	37203	COURI, GE	534 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	BERRY, BRI	534 B HAMILTO

MOORE AVE	NASHVILLE	TN	37203	TARPLEY, V 613 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	COLBY, TRA 613 B MOORE A
MOORE AVE	NASHVILLE	TN	37203	MCGINN, M 610 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	KENNEDY, I 610 B MOORE A
N HILL ST	NASHVILLE	TN	37210	HYONG, SU 11 A N HILL ST
N HILL ST	NASHVILLE	TN	37210	PORTER, M 11 B N HILL ST
WHARF AVE	NASHVILLE	TN	37210	HIGGINS, J 47 A WHARF AV
WHARF AVE	NASHVILLE	TN	37210	KLUTTZ, AM 47 B WHARF AV
N HILL ST	NASHVILLE	TN	37210	RICHARDS, 3740 TURLEY DI
N HILL ST	NASHVILLE	TN	37210	WANG, GU 28 N HILL ST
MOORE AVE	NASHVILLE	TN	37203	421 A&B M 801 MAGNOLIA
MOORE AVE	NASHVILLE	TN	37203	421 A&B M 801 MAGNOLIA
HAMILTON AVE	NASHVILLE	TN	37203	ZEITLIN, AM 511 A HAMILTO
HAMILTON AVE	NASHVILLE	TN	37203	ZEITLIN, AM 511 B HAMILTO
2ND AVE S	NASHVILLE	TN	37210	MCCUE, M. 753 B LYNWOO
2ND AVE S	NASHVILLE	TN	37210	SIDDIQI, JE 907 SOUTH ST
2ND AVE S	NASHVILLE	TN	37210	TAUGHER, 1116 A 2ND AV
2ND AVE S	NASHVILLE	TN	37210	FRAZIER, KI 1116 N 2ND AV
2ND AVE S	NASHVILLE	TN	37210	O.I.C. HOM P O BOX 40466
MOORE AVE	NASHVILLE	TN	37203	GODHWAN 553 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	PASTOR, PA 533 B MOORE A
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN S
MERRITT AVE	NASHVILLE	TN	37203	DIDONATO 409 C MERRITT
MERRITT AVE	NASHVILLE	TN	37203	GLEATON, . 409 MERITT AV
MERRITT AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MERRITT AVE	NASHVILLE	TN	37203	MAGNESS (P O BOX 158444
MERRITT AVE	NASHVILLE	TN	37203	HAYES, SC(409 MERITT AV
MERRITT AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
ALLISON PL	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SMALLMAN 2814 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SMALLMAN 2814 12TH AVE
SOUTHGATE AVE	NASHVILLE	TN	37203	PATTERSOI 512 SOUTHGAT
SOUTHGATE AVE	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
SOUTHGATE AVE	NASHVILLE	TN	37203	SULLIVAN, 516 SOUTHGAT
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	ARNOLD, M 1632 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	CALBORN, 1630 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	WOEHLERT 1628 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	D'ALBA, OF 241 DELLWOOD
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	ROSS, ALEC 1624 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	HUNT, TON 1622 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	GENITO, VE 1620 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	BRINKMAN 1618 MARSHAL

SOUTHGATE AVE		NASHVILLE	TN	37203	HARKEY, T(518 A SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	SONGER, C 518B SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	DERNBACH 520 SOUTHGAT
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	HOLT, MICI 6713 BETTS CT
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	BAILEY, CO 1619 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	CHADWICK 1621 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	RAINES, AL 1623 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	BATCHA, N 1625 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	NANJI, ALI 1627 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	O.I.C. SOU 204 SOUTH 11T
HAMILTON AVE		NASHVILLE	TN	37203	ROMANELL 616 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	MILLER, MI 616 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1033 DEMONBF
RAINS AVE		NASHVILLE	TN	37203	PINCHEVSK 147 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	BELLONE, A 147 B RAINS AV
MARTIN ST		NASHVILLE	TN	37203	SCHULHAU 157 MT KENNEI
MARTIN ST		NASHVILLE	TN	37203	LANDESS, J 1811 B MARTIN
RAINS AVE		NASHVILLE	TN	37203	SADLER, AL 130 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	PATEL, ANA 130 B RAINS AV
PILLOW ST		NASHVILLE	TN	37203	O.I.C. SEGN 2206 21ST AVE
PILLOW ST	102	NASHVILLE	TN	37203	MYINT, AN 2407 8TH AVE S
PILLOW ST	101	NASHVILLE	TN	37203	DVIRNAK, A 1404 PILLOW ST
PILLOW ST	102	NASHVILLE	TN	37203	CROCKER, I 1400 PILLOW ST
PILLOW ST	101	NASHVILLE	TN	37203	DUKE, CAR 1400 PILLOW ST
MERRITT AVE		NASHVILLE	TN	37203	SPEARS IN\ 1489A WOODM
MERRITT AVE		NASHVILLE	TN	37203	KHAN, CHE 104 NESTLEDOV
MERRITT AVE		NASHVILLE	TN	37203	SWAUNCY, 415 MERRITT ST
MERRITT AVE		NASHVILLE	TN	37203	LOWRY, PA 215 LYNNWOO
PILLOW ST	101	NASHVILLE	TN	37203	BEAVER, R\ 1402 PILLOW ST
MERRITT AVE	102	NASHVILLE	TN	37203	DILLON, JE 411 MERRITT A
MERRITT AVE	101	NASHVILLE	TN	37203	BALUCAN, 411 MERRITT A
PILLOW ST	202	NASHVILLE	TN	37203	ARNOLD RE 154 FRANKLIN F
PILLOW ST	201	NASHVILLE	TN	37203	NEELY, DIA 9086 OLD HARD
PILLOW ST	202	NASHVILLE	TN	37203	OLLILA, MA 2711 OAKLAND
PILLOW ST	203	NASHVILLE	TN	37203	HJORNEVIK 141 HUNT'S LIN
PILLOW ST	204	NASHVILLE	TN	37203	GRAFF, HO 103-507 BOWE
PILLOW ST	205	NASHVILLE	TN	37203	DIGIROLAM 125 LINDEN FAI
PILLOW ST	206	NASHVILLE	TN	37203	UNNI, RAM 1310 SLADE CR
PILLOW ST	207	NASHVILLE	TN	37203	HOESLEY, F 1402 PILLOW ST
MERRITT AVE	202	NASHVILLE	TN	37203	TITUS, CRE 411 MERRITT A
MERRITT AVE	201	NASHVILLE	TN	37203	LSD REAL E P. O. BOX 4791
PILLOW ST	302	NASHVILLE	TN	37203	PATEL, RAJ 1414 SOUT TRA
PILLOW ST	307	NASHVILLE	TN	37203	MATLOW, I 1402 PILLOW ST
PILLOW ST	306	NASHVILLE	TN	37203	EDWARDS, 274 ANATOLE L
PILLOW ST	305	NASHVILLE	TN	37203	WALKER, LI 1402 PILLOW ST
PILLOW ST	304	NASHVILLE	TN	37203	HANSON, A 1402 PILLOW ST
PILLOW ST	303	NASHVILLE	TN	37203	LOONEY, C 1402 PILLOW ST

PILLOW ST	401	NASHVILLE	TN	37203	CONLIN, LI	1402 PILLOW S
PILLOW ST	405	NASHVILLE	TN	37203	LIAO, JONA	1402 PILLOW S
PILLOW ST	404	NASHVILLE	TN	37203	DILL, LAWR	1512 FLINTRIDG
PILLOW ST	403	NASHVILLE	TN	37203	KIM, DAVIE	1402 PILLOW S
PILLOW ST	402	NASHVILLE	TN	37203	COTHRAN,	1402 PILLOW S
PILLOW ST	201	NASHVILLE	TN	37203	CONSIDINE	1402 PILLOW S
PILLOW ST	301	NASHVILLE	TN	37203	HAUTHER,	1402 PILLOW S
HAMILTON AVE		NASHVILLE	TN	37203	GRAY, ZACI	532 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	PEARSON,	532 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	DH&G WEI	1235 MARTIN S
HAMILTON AVE		NASHVILLE	TN	37203	DH&G WEI	1235 MARTIN S
PILLOW ST		NASHVILLE	TN	37203	SCHUMACI	1309 A PILLOW
PILLOW ST		NASHVILLE	TN	37203	AVILA, SER	1309 B POLLOV
MOORE AVE		NASHVILLE	TN	37203	LYNN, ADA	20 E HUBBARD
MOORE AVE		NASHVILLE	TN	37203	ISER, ZACH	32 GRAMERCY I
MOORE AVE		NASHVILLE	TN	37203	BOWLES, S	6928 CAIRO BE
MOORE AVE		NASHVILLE	TN	37203	SADOFSKY,	102 BERGEN ST
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM	2517 CRUZEN S
MARSHALL HOLLOW DR	101	NASHVILLE	TN	37203	STAMBERG	600 12TH AVE S
MARSHALL HOLLOW DR	102	NASHVILLE	TN	37203	JUST TRUS	725 COOL SPRI
MARSHALL HOLLOW DR	103	NASHVILLE	TN	37203	YI, HO WOI	507 SOUTHGAT
MARSHALL HOLLOW DR	104	NASHVILLE	TN	37203	LEMOINE, J	1608 MARSHAL
MARSHALL HOLLOW DR	201	NASHVILLE	TN	37203	TALTON W	905 TRAVELERS
MARSHALL HOLLOW DR	202	NASHVILLE	TN	37203	DANNER, C	4418 SALISBUR
MARSHALL HOLLOW DR	203	NASHVILLE	TN	37203	WOOD, JEI	1608 MARSHAL
MARSHALL HOLLOW DR	204	NASHVILLE	TN	37203	HULAN, CH	620 WHISPERW
MARSHALL HOLLOW DR	301	NASHVILLE	TN	37203	KOPP, LUA	519 BRUNER PL
MARSHALL HOLLOW DR	302	NASHVILLE	TN	37203	SMALL, ELI	924 A S DOUGL
MARSHALL HOLLOW DR	303	NASHVILLE	TN	37203	WHITE, JES	1608 MARSHAL
MARSHALL HOLLOW DR	101	NASHVILLE	TN	37203	COLON, ELI	1609 MARSHAL
MARSHALL HOLLOW DR	102	NASHVILLE	TN	37203	ANANIAN,	1609 MARSHAL
MARSHALL HOLLOW DR	103	NASHVILLE	TN	37203	YOUNGER,	1609 MARSHAL
MARSHALL HOLLOW DR	104	NASHVILLE	TN	37203	GILLILAND,	1609 MARSHAL
MARSHALL HOLLOW DR	201	NASHVILLE	TN	37203	SLOVICK, W	1609 MARSHAL
MARSHALL HOLLOW DR	202	NASHVILLE	TN	37203	PAGANE, JE	1609 MARSHAL
MARSHALL HOLLOW DR	203	NASHVILLE	TN	37203	FITCH, ETH	1609 MARSHAL
MARSHALL HOLLOW DR	204	NASHVILLE	TN	37203	MILLIKEN,	1609 MARSHAL
MARSHALL HOLLOW DR	301	NASHVILLE	TN	37203	BUCHER, G	1609 MARSHAL
MARSHALL HOLLOW DR	302	NASHVILLE	TN	37203	GARTNER,	1609 MARSHAL
MARSHALL HOLLOW DR	303	NASHVILLE	TN	37203	POWELL, JA	1609 MARSHAL
MOORE AVE		NASHVILLE	TN	37203	LOPEZ, ME	515 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	DONOVAN,	515 B MOORE A
2ND AVE S	102	NASHVILLE	TN	37210	1224 2ND A	407 B MOORE A
2ND AVE S	101	NASHVILLE	TN	37210	1224 2ND A	407 B MOORE A
2ND AVE S	201	NASHVILLE	TN	37210	1224 2ND A	407 B MOORE A
2ND AVE S	202	NASHVILLE	TN	37210	1224 2ND A	407 B MOORE A
2ND AVE S	301	NASHVILLE	TN	37210	1224 2ND A	407 B MOORE A

2ND AVE S	302	NASHVILLE	TN	37210	1224 2ND A 407 B MOORE A
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1224 204 S 11TH ST
BYRUM AVE		NASHVILLE	TN	37203	HANSON, F 2156 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	PHAMVAN, 1431 14TH AVE
MOORE AVE		NASHVILLE	TN	37203	PATTON, A 944 9TH AVE S
MOORE AVE		NASHVILLE	TN	37203	FRANCES S 533 B MOORE A
ALLISON PL		NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL		NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
PILLOW ST		NASHVILLE	TN	37203	BACON, WI 84 ALTENTANN
PILLOW ST		NASHVILLE	TN	37203	BACON, WI 1317 B PILLOW
MOORE AVE		NASHVILLE	TN	37203	JUNIA, JOD 1016A GLENDA
MOORE AVE		NASHVILLE	TN	37203	JUNIA, JOD 1016 A GLENDA
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
CARVELL AVE		NASHVILLE	TN	37203	HERBERT, J 1700 CARVELL A
CARVELL AVE		NASHVILLE	TN	37203	BERNARD, 1702 CARVELL A
2ND AVE S		NASHVILLE	TN	37210	MUSIC CIT 703 PENDRAGO
2ND AVE S		NASHVILLE	TN	37210	CURRAN, G 1906 GLEN ECH
MOORE AVE		NASHVILLE	TN	37203	514 MOOR 929 GALE LN
MOORE AVE		NASHVILLE	TN	37203	SCHUMACI 514 B MOORE A
MOORE AVE		NASHVILLE	TN	37203	PARKER, CI 516 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	HOLT, STE 516 B MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. 516 M 929 GALE LN
MALLORY ST		NASHVILLE	TN	37203	CHRZASZ, F 423 MALLORY S
MALLORY ST		NASHVILLE	TN	37203	CRONLN, C 425 MALLORY S
MALLORY ST		NASHVILLE	TN	37203	O.I.C. HOM P O BOX 159342
BYRUM AVE		NASHVILLE	TN	37203	PARKER, BI 2154 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	BELDA, CRI 2154 B BYRUM
PERKINS ST		NASHVILLE	TN	37210	SHAH, SOH 31 A PERKINS ST
HUBBARD ST		NASHVILLE	TN	37210	BLANCO, R 29 B HUBBARD
HUBBARD ST		NASHVILLE	TN	37210	O.I.C. CHES 2839 SCENIC DR
N HILL ST		NASHVILLE	TN	37210	BELL, CLIFF 10 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	BELL, CLIFF 10 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	O.I.C. 10 N 219 WILLIAMSB
2ND AVE S		NASHVILLE	TN	37210	O.I.C. HOM P O BOX 40466
PILLOW ST		NASHVILLE	TN	37203	CORBIN, ST 2082 HAMPSHI
PILLOW ST		NASHVILLE	TN	37203	CORBIN, ST 2082 HAMPSHI
HAMILTON AVE		NASHVILLE	TN	37203	CALDWELL, 613 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	CALDWELL, 613 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	KENNEDY, I 605 C HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	SCHULTZ, C 605 B HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	WOERZ, CA 605 A HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	GAUGER, A 603C HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	HOWARD, . 603 B HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	ZOELLER, B 603 A HAMILTO
MARTIN ST		NASHVILLE	TN	37203	OSTROM, T 1405 A MARTIN
MARTIN ST		NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST		NASHVILLE	TN	37203	BERKLACIC 1405 MARTIN S

HAMILTON AVE	103	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	203	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	303	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	102	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	202	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	302	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	101	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	201	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE	301	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	101	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	201	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	301	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	102	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	202	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	302	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	103	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	203	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
MARTIN ST	303	NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HAM 121 1ST AVE S S
N HILL ST		NASHVILLE	TN	37210	CUTLER, JU 1204 15TH AVE
N HILL ST		NASHVILLE	TN	37210	ESPARZA, M 16 B N HILL ST
RAINS AVE		NASHVILLE	TN	37203	SAPP, SHAY 151 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	MARSHALL 151 B RAINS AV
CARVELL AVE		NASHVILLE	TN	37203	BYRD, LAUI 1704 A CARVEL
CARVELL AVE		NASHVILLE	TN	37203	ROMANO, 1704 B CARVEL
CARVELL AVE		NASHVILLE	TN	37203	RUBIN, MA 1706 A CARVEL
CARVELL AVE		NASHVILLE	TN	37203	RICHARDSC 1706B CARVELL
CARVELL AVE		NASHVILLE	TN	37203	O.I.C.1706 639 E MAIN ST
MOORE AVE		NASHVILLE	TN	37203	ROGERS, JC 527 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	BOYS SMIT 1871 QUAIL RU
MOORE AVE		NASHVILLE	TN	37203	GREENE, M 525 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	BERRY, VAI 525 B MOORE A
THOMAS ST		NASHVILLE	TN	37210	BE A HELPI 827 W MCKENN
THOMAS ST		NASHVILLE	TN	37210	BE A HELPI 827 W MCKENN
PERKINS ST		NASHVILLE	TN	37210	DOUGLAS, P O BOX 306
HUBBARD ST		NASHVILLE	TN	37210	NEWMAN, 2578 E LOCUST
N HILL ST		NASHVILLE	TN	37210	THERIAULT 202 DEER RIDG
N HILL ST		NASHVILLE	TN	37210	ELLIOTT DE 3844 MT JULIET
N HILL ST		NASHVILLE	TN	37210	GILL, AUST 22 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	HUNTLEY, (22B N HILL ST
MARTIN ST		NASHVILLE	TN	37203	HOCHEN PI 460 CRAIGHEAD
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TRIMBLE ST		NASHVILLE	TN	37210	PATTON, JA 19 A TRIMBLE S
TRIMBLE ST		NASHVILLE	TN	37210	TORRES, CA 19 B TRIMBLE S
TRIMBLE ST		NASHVILLE	TN	37210	O.I.C. 19 TF 2441 OLD FORT
RAINS AVE		NASHVILLE	TN	37203	BOYS SMIT 1871 QUAIL RU
RAINS AVE		NASHVILLE	TN	37203	DROGOBET 149 B RAINS AV

JOHN ST		NASHVILLE	TN	37210	COURE, RIC 9919 MAXWELL
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2ND AVE S		NASHVILLE	TN	37210	GREGORY F 1800 MAIN ST
MARTIN ST		NASHVILLE	TN	37203	1605 MART 513 3RD AVE S
MARTIN ST		NASHVILLE	TN	37203	1605 MART 513 3RD AVE S
MOORE AVE		NASHVILLE	TN	37203	NASHVILLE 7562 AUBREY R
MOORE AVE		NASHVILLE	TN	37203	PARKER, BE 522 MOORE AV
SOUTHGATE AVE		NASHVILLE	TN	37203	MODERN R 170 HAVERFOR
NEAL TER		NASHVILLE	TN	37203	KELTON EN 809 WINDSTON
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NEAL TER		NASHVILLE	TN	37203	NEAL TERR PO BOX 3641
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THOMAS ST		NASHVILLE	TN	37210	SHARON IN 1205 LINCOLN F
THOMAS ST		NASHVILLE	TN	37210	SHARON IN 1205 LINCOLN F
WHARF AVE		NASHVILLE	TN	37210	AFFORDAB 50 VANTAGE W
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STEWART PL		NASHVILLE	TN	37203	QIN, KE & H	1025 SOUTHSID
SOUTHGATE AVE		NASHVILLE	TN	37203	QIN, KE & H	1025 SOUTHSID
MOORE AVE		NASHVILLE	TN	37203	MCQUEEN,	617 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	LYNN, MIKI	617 B MOORE A
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TRIMBLE ST		NASHVILLE	TN	37210	GREENTREI	1240 FAIRWAY
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12/28/2017 7					
3/6/2019 7:3					
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9/8/2015 11:					
7/10/2018 7:					
2/22/2016 1(					
7/27/2015 3:					
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12/5/2018 7:					
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3/6/2019 7:3					
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3/23/2016 3:					
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37016100	17	USD	PAR	DB-00004054 LOT	101
37016000	17	USD	PAR	DB-00004052 OTHER	101
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37016000	17	USD	PAR	DB-00004398 OTHER	101
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37016100	17	USD	PAR	DB-00004475 LOT	101
37016000	17	USD	PAR	DB-00004591 OTHER	101
37016000	17	USD	PAR	DB-00004593 LOT	101
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37016000	17	USD	PAR	DB-00004626 LOT	101
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PropDate	OBJECTID	Acres	Front	Side	IsRegular	LUCode	LUDesc
9/5/1900	98197	1.21	202	271	N	091	CHURCH
3/28/2005	213209	0.89	212	180	N	091	CHURCH
10/27/1900	100386	0.1	37	125	Y	010	VACANT RE
5/7/1901	104611	0.02	5	150	Y	010	VACANT RE
3/29/1902	104646	0.12	40	136	Y	011	SINGLE FAM
4/2/1987	103902	0.24	80	135	N	012	DUPLEX
2/10/2012	97988	0.14	50	127	N	010	VACANT RE
4/3/1906	98249	0.07	25	137	Y	010	VACANT RE
7/1/1916	98302	0.11	38	132	N	011	SINGLE FAM
10/3/1917	99595	0.06	25	120	Y	011	SINGLE FAM
6/21/1999	96168	0.04	47	60	N	011	SINGLE FAM
3/10/1919	99540	0.09	30	136	Y	010	VACANT RE
1/5/2000	105324	8.3	0	0	N	093	SCHOOL OR
2/17/1920	96401	0.32	75	150	N	013	TRIPLEX
8/10/1920	102597	0.23	50	200	Y	011	SINGLE FAM
10/11/1924	93941	0.27	62	188	Y	011	SINGLE FAM
3/23/1925	94364	0.23	50	188	Y	011	SINGLE FAM
7/13/1925	99768	0.09	50	120	N	010	VACANT RE
8/29/1925	199210	0.15	46	135	Y	011	SINGLE FAM
9/23/1925	99252	0.21	43	184	Y	011	SINGLE FAM
9/1/1926	105836	0.17	50	150	Y	011	SINGLE FAM
4/4/1927	99558	0.06	25	120	Y	010	VACANT RE
4/9/1927	100319	0.1	37	125	Y	010	VACANT RE
7/21/1927	98627	0.07	30	151	N	011	SINGLE FAM
5/10/1928	105270	0.17	50	150	Y	011	SINGLE FAM
8/2/1928	102945	0.17	50	150	Y	011	SINGLE FAM
4/20/1989	103880	0.24	80	132	N	012	DUPLEX
5/27/1930	104685	0.13	40	136	Y	010	VACANT RE
9/27/1930	106273	0.2	59	155	Y	011	SINGLE FAM
4/1/1931	199227	0.1	30	150	Y	010	VACANT RE
8/3/2000	21199	0.05	25	128	N	010	VACANT RE
5/1/1984	96381	0.01	3	135	Y	010	VACANT RE
1/18/1935	99123	0.09	33	128	Y	011	SINGLE FAM
3/5/1936	199241	0.13	40	154	Y	011	SINGLE FAM
5/19/1936	99830	0.21	50	184	Y	012	DUPLEX
7/22/1936	840334	0.09	31	116	Y	020	VACANT CO
1/12/2016	1041720	0.11	40	125	Y	011	SINGLE FAM
10/20/1938	100362	0.1	34	116	Y	020	VACANT CO
11/18/1938	104025	0.17	50	150	Y	011	SINGLE FAM
6/29/1939	840349	0.11	32	130	Y	011	SINGLE FAM
7/31/1939	199272	7.8	0	0	N	093	SCHOOL OR
8/28/1939	106292	0.17	50	150	Y	011	SINGLE FAM
6/10/1940	105297	0.17	50	150	Y	011	SINGLE FAM
6/15/1940	105750	0.17	50	150	Y	011	SINGLE FAM
6/19/1940	104875	0.17	50	150	Y	011	SINGLE FAM
1/1/1976	100139	0.43	116	180	N	091	CHURCH

7/24/1940	102902	0.17	50	148	Y	011	SINGLE FAM
8/9/1940	104604	0.17	50	150	Y	011	SINGLE FAM
9/11/1940	104973	0.17	50	150	Y	011	SINGLE FAM
9/20/1940	1168757	0.17	50	150	Y	011	SINGLE FAM
10/7/1940	97918	0.11	40	130	Y	011	SINGLE FAM
11/6/1940	93657	0.13	40	150	N	011	SINGLE FAM
8/16/1983	102819	0.24	60	175	Y	012	DUPLEX
12/11/1940	96405	0.07	40	80	Y	011	SINGLE FAM
3/5/1941	104705	0.17	50	150	Y	011	SINGLE FAM
10/10/1997	103490	0.24	56	129	N	011	SINGLE FAM
10/10/1997	103310	0.17	50	156	N	011	SINGLE FAM
10/10/1997	103298	0.18	50	156	Y	011	SINGLE FAM
9/5/1941	105940	0.17	50	150	Y	011	SINGLE FAM
11/15/1941	104953	0.17	50	150	Y	011	SINGLE FAM
2/11/1942	100176	0.1	37	125	Y	010	VACANT RE
2/26/1942	615108	0.17	50	150	Y	011	SINGLE FAM
11/21/1942	99050	0.09	33	128	Y	011	SINGLE FAM
9/5/1943	102882	0.23	50	200	Y	011	SINGLE FAM
9/13/1943	199144	0.23	50	190	Y	012	DUPLEX
11/20/1943	94322	0.08	25	135	Y	010	VACANT RE
3/7/1944	104969	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	102808	0.2	50	175	Y	011	SINGLE FAM
4/25/1944	22463	0.22	50	190	Y	011	SINGLE FAM
5/31/1944	96386	0.2	63	135	Y	010	VACANT RE
8/4/1944	97352	0.18	50	160	Y	012	DUPLEX
11/10/1944	101275	0.23	50	191	Y	011	SINGLE FAM
11/10/1944	101358	0.23	48	191	Y	011	SINGLE FAM
11/29/1944	105392	0.17	50	150	Y	011	SINGLE FAM
4/10/1945	199208	0.16	66	137	N	012	DUPLEX
5/17/1945	104398	0.17	30	150	N	011	SINGLE FAM
6/5/1945	101470	0.2	50	178	Y	012	DUPLEX
5/1/2017	1139048	0.19	50	168	N	011	SINGLE FAM
10/27/1945	97636	0.11	40	130	Y	011	SINGLE FAM
2/21/1946	99600	0.06	25	120	Y	010	VACANT RE
2/27/1946	105592	0.17	50	150	Y	011	SINGLE FAM
3/21/1946	103871	0.11	40	129	N	011	SINGLE FAM
3/29/1946	97725	0.14	50	130	Y	011	SINGLE FAM
4/3/1946	104482	0.21	50	180	Y	011	SINGLE FAM
4/16/1946	96796	0.18	50	160	Y	011	SINGLE FAM
8/10/1993	199145	0.04	68	48	N	020	VACANT CO
5/28/1946	98968	0.22	50	184	Y	011	SINGLE FAM
5/29/1946	99496	0.16	145	101	N	011	SINGLE FAM
5/29/1946	94765	0.17	54	135	Y	012	DUPLEX
9/10/2018	105665	2.17	402	252	Y	038	APARTMEN
6/25/1946	96044	0.61	163	124	N	091	CHURCH
7/8/1946	106144	0.27	170	19	N	011	SINGLE FAM
7/22/1946	102046	0.2	50	168	Y	011	SINGLE FAM

9/5/1946	199218	0.17	37	190	Y	011	SINGLE FAM
9/30/1946	840346	0.15	4	130	N	048	PARKING LC
10/4/1946	106061	0.18	50	156	N	011	SINGLE FAM
12/7/1946	98074	0.09	33	128	Y	010	VACANT RE
1/16/1947	97976	0.1	33	128	N	011	SINGLE FAM
11/12/1991	96699	0.46	129	135	Y	091	CHURCH
3/1/2000	106163	0.16	75	96	N	012	DUPLEX
3/1/2000	106174	0.18	49	96	N	012	DUPLEX
4/28/1947	199244	0.14	50	117	N	011	SINGLE FAM
5/26/1947	97534	0.11	40	130	Y	011	SINGLE FAM
10/10/1997	103034	0.17	50	150	Y	011	SINGLE FAM
7/22/1947	99607	0.09	30	120	Y	010	VACANT RE
7/26/1947	97509	0.18	50	161	Y	011	SINGLE FAM
8/12/1947	93878	0.12	31	188	N	010	VACANT RE
9/2/1947	96984	0.13	41	135	Y	010	VACANT RE
9/15/1947	102218	0.2	50	168	Y	011	SINGLE FAM
9/15/1947	102173	0.2	50	168	Y	011	SINGLE FAM
10/14/1947	97953	0.13	33	184	Y	011	SINGLE FAM
11/12/1947	103772	0.17	50	150	Y	011	SINGLE FAM
12/13/1947	97919	0.11	35	133	N	011	SINGLE FAM
1/16/1948	96643	0.17	40	190	Y	011	SINGLE FAM
3/1/1948	99581	0.21	50	188	Y	011	SINGLE FAM
5/4/1948	98400	0.11	25	184	Y	010	VACANT RE
7/15/1948	93790	0.18	60	135	Y	011	SINGLE FAM
7/30/1948	99735	0.14	42	165	N	010	VACANT RE
8/7/1948	1139043	0.2	50	168	Y	011	SINGLE FAM
9/1/1948	199242	0.1	40	117	Y	010	VACANT RE
10/7/1948	97416	0.05	47	56	N	010	VACANT RE
3/18/1949	105550	0.17	50	150	Y	011	SINGLE FAM
3/19/1949	93504	0.07	30	114	N	010	VACANT RE
5/18/1949	1139052	0.4	100	168	Y	011	SINGLE FAM
6/16/1949	104352	0.11	40	136	Y	011	SINGLE FAM
6/24/1949	95984	0.15	40	165	Y	011	SINGLE FAM
7/18/1949	199229	0.13	40	150	Y	011	SINGLE FAM
8/2/1949	106036	0.17	50	150	Y	011	SINGLE FAM
9/1/1949	103758	0.17	50	148	Y	012	DUPLEX
9/26/1949	102700	0.29	64	200	Y	011	SINGLE FAM
10/10/1949	101814	0.2	50	178	Y	012	DUPLEX
10/19/1949	199223	0.26	59	190	Y	012	DUPLEX
11/10/1949	96387	0.06	45	80	Y	011	SINGLE FAM
5/1/1984	103193	0.05	13	156	Y	010	VACANT RE
11/28/1949	99679	0.21	50	184	Y	011	SINGLE FAM
12/19/1949	199211	0.09	30	135	Y	011	SINGLE FAM
1/7/1950	102781	0.17	50	148	Y	011	SINGLE FAM
1/31/1950	94690	0.12	40	135	Y	011	SINGLE FAM
4/26/1950	199139	0.12	40	135	Y	011	SINGLE FAM
8/1/1950	102801	0.17	50	148	Y	012	DUPLEX

8/20/1950	199239	0.15	40	165	Y	010	VACANT RE
10/10/1950	102403	0.38	100	163	Y	011	SINGLE FAM
11/29/1950	97445	0.18	50	161	Y	010	VACANT RE
12/13/1950	103006	0.26	75	148	Y	011	SINGLE FAM
1/13/1951	104079	0.34	50	303	Y	011	SINGLE FAM
2/14/1951	102886	0.17	50	148	Y	011	SINGLE FAM
3/3/1951	96697	0.07	40	87	Y	010	VACANT RE
3/26/1951	97936	0.16	50	131	N	011	SINGLE FAM
4/18/1951	101221	0.17	51	150	Y	011	SINGLE FAM
6/19/1951	99912	0.14	96	151	N	021	NEIGHBORH
8/11/1951	1139049	0.4	100	168	Y	013	TRIPLEX
8/25/1951	103132	0.14	100	60	Y	012	DUPLEX
9/10/1951	104540	0.17	50	150	N	011	SINGLE FAM
9/10/1951	104554	0.17	50	150	N	011	SINGLE FAM
11/2/1951	104044	0.17	50	153	Y	011	SINGLE FAM
12/17/1951	98268	0.07	25	136	Y	011	SINGLE FAM
1/26/1952	98824	0.1	35	128	N	011	SINGLE FAM
3/18/1952	104502	0.17	50	150	N	011	SINGLE FAM
4/2/1952	105865	0.17	50	150	Y	011	SINGLE FAM
5/24/2019	199224	0.1	30	148	Y	011	SINGLE FAM
5/5/1952	98946	0.14	50	120	Y	010	VACANT RE
5/15/1952	99772	0.15	50	120	Y	011	SINGLE FAM
5/16/1952	1168753	0.17	50	150	Y	011	SINGLE FAM
8/4/1952	106032	0.17	50	150	Y	011	SINGLE FAM
8/9/1952	100825	0.15	40	185	N	011	SINGLE FAM
8/10/1952	98849	0.16	165	93	N	012	DUPLEX
9/10/1952	106157	0.17	50	150	Y	011	SINGLE FAM
9/25/1952	97431	0.18	50	161	Y	011	SINGLE FAM
11/10/1952	104020	0.17	50	153	Y	011	SINGLE FAM
12/15/1952	98682	0.08	30	137	N	012	DUPLEX
1/8/1953	105751	0.17	50	150	Y	011	SINGLE FAM
3/16/1953	102166	0.2	50	168	Y	011	SINGLE FAM
3/24/1953	104487	0.18	61	150	N	011	SINGLE FAM
6/3/1953	99549	0.12	50	120	Y	011	SINGLE FAM
6/11/1953	99915	0.18	50	142	Y	011	SINGLE FAM
11/18/1953	96141	0.26	80	150	Y	002	METRO OTH
8/16/1983	102835	0.2	50	175	Y	011	SINGLE FAM
12/24/1953	106012	0.21	60	150	Y	011	SINGLE FAM
1/9/1954	1139040	0.28	70	168	Y	011	SINGLE FAM
3/6/1954	97932	0.11	35	132	N	011	SINGLE FAM
4/15/1954	94086	0.27	62	188	Y	010	VACANT RE
6/3/1954	105755	0.27	50	225	N	011	SINGLE FAM
6/11/1954	105062	0.17	50	150	Y	011	SINGLE FAM
7/1/1954	99069	0.06	25	120	Y	010	VACANT RE
7/30/1954	104182	0.19	100	79	N	011	SINGLE FAM
11/18/1996	103406	0.48	100	200	Y	091	CHURCH
5/11/1955	1168754	0.17	50	150	Y	011	SINGLE FAM

12/29/1983	102918	0.2	50	175	Y	012	DUPLEX
7/1/1955	102398	0.2	50	168	Y	011	SINGLE FAM
7/6/1955	102256	0.2	50	168	Y	011	SINGLE FAM
11/1/1955	100232	0.08	32	113	Y	010	VACANT RE
12/30/1955	103657	0.17	50	150	Y	012	DUPLEX
1/9/1956	199269	0.13	43	135	N	011	SINGLE FAM
1/20/1956	101195	0.23	50	191	Y	011	SINGLE FAM
2/28/1956	199230	0.13	40	150	Y	012	DUPLEX
5/18/1956	96282	0.12	29	190	Y	011	SINGLE FAM
1/4/1957	96086	0.15	40	165	Y	011	SINGLE FAM
3/6/1957	94802	0.23	50	190	Y	014	QUADPLEX
3/20/1957	105698	0.17	50	150	Y	011	SINGLE FAM
6/6/1957	97480	0.18	50	161	Y	011	SINGLE FAM
6/13/1957	102988	0.26	75	148	Y	011	SINGLE FAM
7/24/1957	99516	0.06	25	120	Y	011	SINGLE FAM
9/23/1957	22521	0.15	35	190	Y	011	SINGLE FAM
9/27/1957	104132	0.17	50	153	Y	011	SINGLE FAM
10/7/1957	103201	0.23	50	200	Y	012	DUPLEX
2/26/1958	99282	0.09	50	75	N	010	VACANT RE
2/26/1958	99294	0.07	39	74	N	010	VACANT RE
4/29/1958	103893	0.17	29	150	N	010	VACANT RE
4/29/1958	100957	0.17	50	150	Y	011	SINGLE FAM
4/29/1958	100885	0.1	33	150	Y	011	SINGLE FAM
7/21/1958	99427	0.21	50	184	Y	011	SINGLE FAM
1/15/2008	407905	0.2	50	168	Y	011	SINGLE FAM
8/28/1958	199146	0.16	40	160	Y	020	VACANT CO
8/30/1958	93951	0.12	40	135	Y	011	SINGLE FAM
9/9/1958	100897	0.21	50	185	N	011	SINGLE FAM
11/10/1958	94159	0.16	50	135	Y	010	VACANT RE
1/6/1959	104214	0.16	52	144	N	011	SINGLE FAM
1/8/1959	104174	0.18	53	152	N	011	SINGLE FAM
1/8/1959	103509	0.16	56	122	N	011	SINGLE FAM
1/9/1959	103835	0.17	58	125	Y	011	SINGLE FAM
1/9/1959	104274	0.71	111	286	Y	011	SINGLE FAM
1/14/1959	615446	0.16	30	134	N	011	SINGLE FAM
2/11/1959	105904	0.18	50	154	N	011	SINGLE FAM
2/13/1959	104483	0.17	60	150	N	011	SINGLE FAM
3/23/1959	104339	0.12	40	136	Y	011	SINGLE FAM
3/24/1959	104326	0.12	40	136	Y	010	VACANT RE
6/11/1959	103525	0.16	55	124	N	011	SINGLE FAM
6/19/1959	93578	0.12	45	133	N	010	VACANT RE
7/10/1959	103925	0.12	40	136	N	010	VACANT RE
9/26/1988	103937	0.2	67	139	N	012	DUPLEX
7/21/1959	98855	0.21	50	184	Y	011	SINGLE FAM
10/10/1959	104631	0.12	40	136	Y	011	SINGLE FAM
10/26/1959	104904	0.17	50	150	Y	011	SINGLE FAM
11/18/1959	99562	0.1	38	120	Y	011	SINGLE FAM

12/11/1959	105785	0.17	50	150	Y	011	SINGLE FAM
12/14/1959	97855	0.16	50	137	N	011	SINGLE FAM
3/19/1960	97835	0.16	50	139	N	011	SINGLE FAM
3/22/1960	98020	0.27	80	150	Y	011	SINGLE FAM
4/19/1960	102331	0.2	50	168	Y	011	SINGLE FAM
4/19/1960	102320	0.2	50	168	Y	011	SINGLE FAM
4/20/1960	104232	0.16	52	142	N	011	SINGLE FAM
4/30/1960	98260	0.07	25	137	N	011	SINGLE FAM
8/3/1960	104816	0.17	50	150	Y	011	SINGLE FAM
9/26/1960	104158	0.17	50	153	Y	011	SINGLE FAM
1/6/1989	103708	0.17	50	151	N	012	DUPLEX
11/23/1960	662772	0.34	100	148	Y	091	CHURCH
11/23/1960	103356	0.17	50	148	Y	048	PARKING LO
5/3/2019	98318	0.11	38	125	N	011	SINGLE FAM
1/25/1961	103566	0.12	40	125	Y	011	SINGLE FAM
1/25/1961	103554	0.12	40	125	Y	011	SINGLE FAM
3/2/1961	96099	0.09	32	90	N	011	SINGLE FAM
3/10/1961	97848	0.11	50	138	N	011	SINGLE FAM
1/1/1994	199222	0.27	62	190	Y	011	SINGLE FAM
4/20/1961	103709	0.2	58	150	N	010	VACANT RE
5/15/1961	199141	0.1	28	135	Y	010	VACANT RE
6/16/1961	102427	0.22	60	163	Y	011	SINGLE FAM
8/18/1961	105054	0.17	50	150	Y	011	SINGLE FAM
10/5/1961	199292	0.22	50	194	Y	013	TRIPLEX
11/30/1984	94481	0.16	50	135	Y	012	DUPLEX
1/11/1962	105834	0.17	50	150	Y	011	SINGLE FAM
1/30/1962	106184	0.18	50	155	Y	011	SINGLE FAM
2/24/1962	101020	0.2	42	191	Y	011	SINGLE FAM
5/18/1962	105874	0.17	50	150	Y	012	DUPLEX
5/21/1962	105458	0.17	50	150	Y	011	SINGLE FAM
6/15/1962	1168759	0.17	50	150	Y	011	SINGLE FAM
6/20/1962	98673	0.05	25	90	Y	011	SINGLE FAM
6/20/1962	98679	0.11	50	90	Y	011	SINGLE FAM
7/16/1962	97836	0.11	40	130	Y	012	DUPLEX
8/3/1962	1139045	0.2	50	168	Y	011	SINGLE FAM
8/12/1962	99293	0.14	50	135	Y	013	TRIPLEX
8/25/1962	102074	0.2	58	150	Y	011	SINGLE FAM
9/21/1962	101876	0.34	73	200	Y	011	SINGLE FAM
10/19/1962	102207	0.2	50	168	Y	011	SINGLE FAM
11/16/1962	105364	0.17	50	150	Y	011	SINGLE FAM
11/16/1962	105478	0.17	50	150	Y	011	SINGLE FAM
12/5/1962	99795	0.14	50	120	Y	010	VACANT RE
12/6/1962	99489	0.23	55	188	Y	010	VACANT RE
12/30/1962	106124	0.17	50	150	Y	011	SINGLE FAM
2/27/1963	99002	0.34	100	150	Y	010	VACANT RE
4/15/1963	104657	0.13	40	136	Y	011	SINGLE FAM
4/29/1963	103619	0.6	175	150	N	010	VACANT RE

4/30/1963	105593	0.17	50	150	Y	011	SINGLE FAM
5/1/1963	106372	0.21	43	150	N	012	DUPLEX
6/1/1988	94908	0.22	50	192	N	012	DUPLEX
5/31/1963	102371	0.2	50	168	Y	011	SINGLE FAM
5/31/1963	102362	0.2	50	168	Y	011	SINGLE FAM
6/3/1963	98222	0.16	50	139	Y	011	SINGLE FAM
6/26/1963	105444	0.17	50	150	Y	011	SINGLE FAM
8/10/1963	98974	0.09	33	128	Y	011	SINGLE FAM
8/16/1963	1139051	0.2	50	168	Y	011	SINGLE FAM
8/19/1963	100803	0.26	66	178	Y	010	VACANT RE
10/24/1963	99737	0.21	50	188	Y	011	SINGLE FAM
12/27/1963	99246	0.07	27	128	Y	011	SINGLE FAM
2/8/1964	98380	0.14	50	120	Y	011	SINGLE FAM
2/20/1964	94222	0.13	30	188	Y	010	VACANT RE
2/20/1964	94117	0.22	50	188	Y	010	VACANT RE
3/4/1964	199273	0.13	40	150	Y	020	VACANT CO
10/8/1982	96417	0.15	80	80	Y	010	VACANT RE
5/11/1964	99522	0.06	25	120	Y	010	VACANT RE
5/21/1964	96432	0.17	50	150	Y	010	VACANT RE
6/1/1964	103133	0.17	50	148	Y	011	SINGLE FAM
4/20/2017	99238	0.11	46	120	N	011	SINGLE FAM
8/10/1964	663076	0.34	50	303	Y	011	SINGLE FAM
8/14/1964	93439	0.06	30	102	N	012	DUPLEX
8/17/1964	102978	0.23	50	200	Y	014	QUADPLEX
8/17/1964	105961	0.18	50	156	N	011	SINGLE FAM
4/20/2017	99283	0.1	61	79	Y	011	SINGLE FAM
9/10/1964	105882	0.21	65	150	Y	012	DUPLEX
10/9/1964	96200	0.27	80	165	N	013	TRIPLEX
11/7/1964	104621	0.15	50	150	Y	011	SINGLE FAM
12/5/1964	98344	0.07	25	127	N	011	SINGLE FAM
1/5/1965	105482	0.17	50	150	Y	011	SINGLE FAM
1/22/1965	106407	0.23	46	150	N	011	SINGLE FAM
1/26/1965	103805	0.17	58	125	Y	011	SINGLE FAM
9/21/2004	211088	0.18	68	0	N	013	TRIPLEX
9/21/2004	211089	0.14	41	0	N	012	DUPLEX
2/17/1965	100246	0.1	37	125	Y	010	VACANT RE
4/4/1965	98669	0.05	25	90	Y	011	SINGLE FAM
5/1/1984	96259	0.19	60	131	Y	012	DUPLEX
4/29/1965	104652	0.17	50	150	Y	011	SINGLE FAM
5/6/1965	99186	0.1	34	128	Y	010	VACANT RE
7/29/1965	96499	0.05	40	63	Y	011	SINGLE FAM
7/31/1965	199240	0.15	40	165	Y	011	SINGLE FAM
8/28/1965	102004	0.23	50	200	Y	011	SINGLE FAM
10/9/1965	105355	0.17	50	150	Y	011	SINGLE FAM
11/10/1965	104088	0.7	100	303	Y	011	SINGLE FAM
11/15/1965	102389	0.23	50	200	Y	014	QUADPLEX
11/27/1965	102031	0.18	50	168	Y	011	SINGLE FAM

12/15/1965	105160	0.17	50	150	Y	011	SINGLE FAM
12/17/1965	103042	0.34	100	148	Y	011	SINGLE FAM
12/17/1965	103025	0.17	50	148	Y	011	SINGLE FAM
8/11/1995	96480	0.18	50	156	Y	011	SINGLE FAM
11/19/2020	199243	0.12	40	129	Y	011	SINGLE FAM
3/15/1966	102273	0.23	50	200	Y	011	SINGLE FAM
4/13/1966	97305	0.15	50	160	Y	011	SINGLE FAM
11/19/2020	103934	0.99	147	289	N	010	VACANT RE
5/20/1966	96045	0.13	40	150	Y	013	TRIPLEX
5/25/1966	102155	0.2	50	168	Y	011	SINGLE FAM
6/3/1966	98285	0.18	62	134	N	013	TRIPLEX
6/30/1966	1139050	0.2	50	168	Y	011	SINGLE FAM
7/15/1966	102086	1.32	168	341	Y	062	MOBILE HO
7/29/1966	104231	0.16	50	134	Y	011	SINGLE FAM
8/16/1966	103853	0.34	50	303	Y	011	SINGLE FAM
10/6/1966	199140	0.1	28	135	N	011	SINGLE FAM
10/13/1966	102475	0.19	50	163	Y	011	SINGLE FAM
10/14/1966	105691	0.17	50	150	Y	011	SINGLE FAM
4/22/2018	98449	0.64	150	184	Y	091	CHURCH
11/25/1966	105650	0.17	50	150	Y	011	SINGLE FAM
12/8/1966	840344	0.19	62	130	Y	037	APARTME
12/8/1966	99783	0.14	50	120	Y	013	TRIPLEX
1/23/1967	99543	0.06	25	120	Y	010	VACANT RE
1/27/1967	101028	0.2	50	178	Y	011	SINGLE FAM
2/21/1967	98387	0.1	47	90	N	011	SINGLE FAM
3/30/1967	104380	0.11	40	136	Y	010	VACANT RE
5/20/1967	103840	0.34	50	303	Y	011	SINGLE FAM
5/20/1967	105666	0.17	50	150	Y	011	SINGLE FAM
6/5/1967	105869	0.34	59	150	N	012	DUPLEX
8/16/1983	102857	0.2	50	175	Y	011	SINGLE FAM
9/7/2012	102866	0.17	42	173	N	011	SINGLE FAM
6/9/1967	94463	0.23	50	188	Y	014	QUADPLEX
6/9/1967	94566	0.21	50	188	Y	014	QUADPLEX
6/10/1967	99082	0.2	63	184	Y	012	DUPLEX
6/14/1967	105546	0.17	50	150	Y	011	SINGLE FAM
8/3/1967	96351	0.12	35	150	Y	011	SINGLE FAM
8/11/1967	99172	0.18	43	183	Y	012	DUPLEX
9/4/2015	97877	0.25	80	135	N	010	VACANT RE
9/5/1967	105770	0.18	50	156	Y	011	SINGLE FAM
9/13/1967	93711	0.11	32	135	Y	011	SINGLE FAM
9/22/1967	104728	0.16	45	150	Y	011	SINGLE FAM
6/27/2016	1108841	0.19	42	207	N	011	SINGLE FAM
8/16/1983	103159	0.23	65	156	N	011	SINGLE FAM
10/20/1967	106208	0.17	50	150	Y	011	SINGLE FAM
1/3/1968	105396	0.17	50	150	Y	011	SINGLE FAM
1/16/1968	98036	0.21	50	184	Y	014	QUADPLEX
1/17/1968	102062	0.27	70	168	Y	011	SINGLE FAM

2/28/1968	104111	0.32	50	303	Y	012	DUPLEX
4/1/1968	103901	0.17	50	150	Y	011	SINGLE FAM
4/5/1968	103924	0.17	50	150	Y	011	SINGLE FAM
4/15/1968	94691	0.26	60	190	Y	014	QUADPLEX
5/7/1968	97943	0.15	50	130	N	012	DUPLEX
5/20/1968	94014	0.22	50	188	Y	010	VACANT RE
5/29/1968	102948	0.11	50	100	Y	010	VACANT RE
5/29/1968	102956	0.11	50	100	Y	010	VACANT RE
6/1/1968	102293	0.2	50	168	Y	011	SINGLE FAM
5/1/1984	94472	0.26	40	190	N	012	DUPLEX
5/1/1984	94586	0.22	50	190	Y	012	DUPLEX
6/19/1968	104560	0.2	75	90	N	011	SINGLE FAM
7/19/1968	105615	0.31	140	100	Y	011	SINGLE FAM
7/19/1968	105867	0.2	87	100	Y	010	VACANT RE
8/19/1968	102843	0.17	50	148	Y	011	SINGLE FAM
8/16/1983	102903	0.2	50	175	Y	011	SINGLE FAM
8/23/1968	105703	0.17	50	150	Y	011	SINGLE FAM
8/23/1968	96542	0.17	55	135	Y	011	SINGLE FAM
9/5/1968	103307	0.17	50	148	Y	011	SINGLE FAM
9/10/1968	105970	0.17	50	150	Y	011	SINGLE FAM
9/13/1968	105541	0.17	50	150	Y	011	SINGLE FAM
11/12/1968	105168	0.17	50	150	Y	011	SINGLE FAM
11/27/1968	206101	0.15	50	120	Y	011	SINGLE FAM
5/22/2018	98769	0.1	35	124	Y	011	SINGLE FAM
1/13/1969	99756	0.14	50	127	Y	010	VACANT RE
8/16/1983	103285	0.17	50	156	Y	011	SINGLE FAM
2/12/1969	104776	0.17	50	150	Y	011	SINGLE FAM
3/11/1969	199237	0.15	40	150	Y	012	DUPLEX
3/26/1969	104518	0.17	50	150	N	011	SINGLE FAM
5/19/1969	103277	0.17	50	148	Y	011	SINGLE FAM
6/4/1969	102500	0.23	50	200	Y	012	DUPLEX
7/7/1969	104556	0.17	50	150	Y	011	SINGLE FAM
7/30/1969	1168755	0.17	50	150	Y	011	SINGLE FAM
8/19/1969	102830	0.17	50	148	Y	011	SINGLE FAM
9/9/1969	103293	0.17	50	148	Y	011	SINGLE FAM
9/10/1969	105093	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	102844	0.2	50	175	N	011	SINGLE FAM
10/3/1969	102011	0.2	50	168	Y	011	SINGLE FAM
10/31/1969	97088	0.09	30	135	Y	010	VACANT RE
12/22/1969	104150	0.17	50	153	Y	011	SINGLE FAM
1/6/1970	105204	0.17	50	150	Y	011	SINGLE FAM
1/28/1970	105445	0.17	50	150	Y	011	SINGLE FAM
2/18/1970	105073	0.17	50	150	Y	011	SINGLE FAM
4/10/1970	97368	0.18	50	160	Y	011	SINGLE FAM
4/14/1970	199221	0.36	87	190	Y	092	PARSONAG
7/14/1970	99472	0.11	40	135	Y	011	SINGLE FAM
7/28/1970	99393	0.14	50	135	Y	011	SINGLE FAM

8/16/1983	103273	0.26	50	156	Y	011	SINGLE FAM
8/20/1970	99572	0.1	38	120	Y	011	SINGLE FAM
9/1/1970	199238	0.29	150	91	N	010	VACANT RE
9/1/1970	105000	0.17	50	150	Y	012	DUPLEX
9/7/1970	103146	0.22	65	148	Y	010	VACANT RE
9/29/1970	104336	0.16	50	134	Y	011	SINGLE FAM
5/21/2018	98046	0.14	40	148	Y	011	SINGLE FAM
1/25/1971	99306	0.06	30	100	N	011	SINGLE FAM
1/26/1971	104191	0.18	52	148	N	011	SINGLE FAM
3/5/1971	101310	0.17	50	150	Y	011	SINGLE FAM
3/16/1971	105096	0.17	50	150	Y	012	DUPLEX
3/29/1971	104445	0.13	52	134	N	011	SINGLE FAM
4/23/1971	104529	0.17	50	150	N	011	SINGLE FAM
5/21/1971	98658	0.1	50	90	Y	012	DUPLEX
6/1/1971	97805	0.17	112	170	N	010	VACANT RE
6/17/1971	98308	0.11	38	131	N	019	RESIDENTIA
7/9/1971	104669	0.13	40	136	Y	010	VACANT RE
7/29/1971	94276	0.08	25	135	Y	010	VACANT RE
9/14/1971	104480	0.24	67	151	Y	012	DUPLEX
9/21/1971	99835	0.12	45	127	Y	011	SINGLE FAM
10/9/1971	99671	0.21	50	188	Y	010	VACANT RE
10/13/1971	99135	0.14	50	120	Y	012	DUPLEX
10/28/1971	106070	0.17	50	150	Y	011	SINGLE FAM
12/8/1971	97320	0.18	50	160	Y	011	SINGLE FAM
1/18/1972	99337	0.05	30	76	Y	010	VACANT RE
1/18/1972	99820	0.16	103	52	N	010	VACANT RE
2/8/1972	101137	0.17	49	150	Y	012	DUPLEX
2/18/1972	103736	0.18	59	148	N	011	SINGLE FAM
2/24/1972	98770	0.21	50	184	Y	011	SINGLE FAM
3/8/1972	199233	0.15	40	165	Y	013	TRIPLEX
3/23/1972	98739	0.12	60	122	N	011	SINGLE FAM
3/27/1972	104797	0.26	74	156	Y	011	SINGLE FAM
4/11/1972	105358	0.17	50	150	Y	011	SINGLE FAM
4/20/1972	104255	0.17	52	140	N	011	SINGLE FAM
1/2/1992	100027	0.05	41	50	Y	032	OFFICE BLD
5/8/1972	99594	0.21	50	184	Y	012	DUPLEX
5/10/1972	98316	0.15	35	184	Y	010	VACANT RE
5/11/1972	96469	0.14	40	150	Y	012	DUPLEX
5/12/1972	104500	0.17	50	150	Y	011	SINGLE FAM
5/23/1972	105931	0.17	50	150	Y	011	SINGLE FAM
5/24/1972	96487	0.13	40	150	Y	012	DUPLEX
6/8/1972	103168	0.11	50	100	Y	010	VACANT RE
6/9/1972	106132	0.17	50	150	Y	011	SINGLE FAM
6/10/1972	103150	0.11	50	100	Y	011	SINGLE FAM
6/26/1972	96441	0.14	40	150	Y	011	SINGLE FAM
7/21/1972	102965	0.17	50	148	Y	011	SINGLE FAM
7/25/1972	102818	0.17	50	148	Y	011	SINGLE FAM

9/7/1972	99592	0.11	40	135	Y	011	SINGLE FAM
9/11/1972	105362	0.23	71	156	Y	011	SINGLE FAM
9/21/1972	106194	0.17	50	150	Y	012	DUPLEX
9/27/1972	199271	0.17	40	190	Y	011	SINGLE FAM
10/2/1972	105601	0.22	63	161	N	011	SINGLE FAM
10/2/1972	105470	0.22	63	161	Y	011	SINGLE FAM
10/2/1972	105356	0.2	63	161	Y	011	SINGLE FAM
10/2/1972	105237	0.22	63	161	Y	011	SINGLE FAM
10/2/1972	105091	0.2	63	161	N	011	SINGLE FAM
10/2/1972	104976	0.2	63	161	Y	011	SINGLE FAM
10/12/1972	199228	0.14	40	150	Y	011	SINGLE FAM
1/25/2018	99528	0.12	50	117	Y	011	SINGLE FAM
10/26/1972	94365	0.17	37	190	Y	010	VACANT RE
10/27/1972	615153	0.17	50	150	Y	011	SINGLE FAM
11/2/1972	105757	0.17	50	150	Y	012	DUPLEX
11/8/1972	99668	0.09	30	135	Y	010	VACANT RE
11/9/1972	102976	0.17	50	148	Y	012	DUPLEX
11/15/1972	199245	0.16	47	152	N	011	SINGLE FAM
11/27/1972	102864	0.17	50	148	Y	011	SINGLE FAM
12/4/1972	104366	0.11	40	136	Y	010	VACANT RE
1/5/1973	94250	0.23	50	188	Y	012	DUPLEX
1/5/1973	199209	0.1	34	135	Y	011	SINGLE FAM
1/8/1973	105639	0.23	71	156	Y	011	SINGLE FAM
1/15/1973	99219	0.1	30	150	Y	010	VACANT RE
1/17/1973	96744	0.17	40	190	Y	011	SINGLE FAM
2/14/1973	98184	0.13	74	186	N	011	SINGLE FAM
3/13/1973	104034	0.17	50	153	Y	010	VACANT RE
5/25/2004	206102	0.14	50	120	Y	010	VACANT RE
3/27/1973	102977	0.23	50	200	Y	014	QUADPLEX
3/27/1973	106038	0.17	50	150	Y	011	SINGLE FAM
3/30/1973	105418	0.23	68	150	Y	012	DUPLEX
3/30/1973	105285	0.23	68	150	Y	012	DUPLEX
3/30/1973	105139	0.23	68	150	Y	012	DUPLEX
3/30/1973	105010	0.23	68	150	Y	012	DUPLEX
3/30/1973	104866	0.25	72	150	Y	012	DUPLEX
3/30/1973	104900	0.25	72	150	Y	012	DUPLEX
3/30/1973	105044	0.23	68	150	Y	012	DUPLEX
3/30/1973	105184	0.23	68	150	Y	012	DUPLEX
3/30/1973	105318	0.23	68	150	Y	012	DUPLEX
3/30/1973	105441	0.23	68	150	Y	012	DUPLEX
4/5/1973	99577	0.12	50	120	Y	011	SINGLE FAM
4/14/1973	93401	0.05	30	89	N	015	RESIDENTIA
4/28/1973	101212	0.2	50	178	Y	011	SINGLE FAM
5/4/1973	105586	0.17	50	150	Y	011	SINGLE FAM
5/22/1973	105485	0.23	71	156	Y	011	SINGLE FAM
6/16/1973	98695	0.45	124	161	N	038	APARTMEN
6/22/1973	102951	0.25	88	100	Y	012	DUPLEX

6/26/1973	106013	0.18	50	155	N	011	SINGLE FAM
7/7/1973	100114	0.1	37	125	Y	010	VACANT RE
8/21/1973	105656	0.17	50	150	Y	011	SINGLE FAM
9/14/1973	104944	0.23	71	156	Y	011	SINGLE FAM
9/15/1973	104092	0.13	50	132	N	011	SINGLE FAM
9/27/1973	106282	0.26	74	150	N	011	SINGLE FAM
10/12/1973	98714	0.34	90	161	N	038	APARTMEN
3/5/2013	766162	0.37	76	172	N	014	QUADPLEX
10/18/1973	98825	0.12	50	120	Y	010	VACANT RE
5/17/2020	96177	0.08	31	130	N	011	SINGLE FAM
10/19/1973	105224	0.23	71	156	Y	011	SINGLE FAM
10/25/1973	100290	0.06	25	120	Y	020	VACANT CO
11/1/1973	199147	0.13	40	160	N	020	VACANT CO
11/13/1973	99709	0.09	29	135	Y	010	VACANT RE
12/6/2019	93725	0.12	31	178	N	011	SINGLE FAM
12/11/1973	98163	0.05	21	128	Y	010	VACANT RE
12/21/1973	99537	0.06	25	120	Y	011	SINGLE FAM
12/28/1973	199142	0.16	56	135	Y	012	DUPLEX
1/22/1974	104823	0.17	50	150	Y	011	SINGLE FAM
8/19/1994	104535	0.24	28	43	N	012	DUPLEX
11/12/2019	98330	0.05	25	124	N	011	SINGLE FAM
2/20/1974	105276	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	103222	0.36	100	156	Y	011	SINGLE FAM
3/13/1974	199268	0.1	30	135	Y	011	SINGLE FAM
3/14/1974	101934	0.2	50	168	Y	011	SINGLE FAM
3/21/1974	199219	0.17	40	190	Y	011	SINGLE FAM
4/9/1974	101549	0.2	50	178	Y	012	DUPLEX
4/12/1974	106154	0.17	50	150	Y	012	DUPLEX
4/23/1974	101041	0.17	50	150	Y	012	DUPLEX
7/3/1974	1041733	0.2	80	125	Y	012	DUPLEX
7/15/1974	99503	0.21	50	184	Y	011	SINGLE FAM
7/16/1974	106128	0.18	55	150	Y	012	DUPLEX
8/1/1974	104129	0.34	50	303	Y	011	SINGLE FAM
8/10/1974	98002	0.11	40	130	Y	011	SINGLE FAM
8/29/1974	97495	0.18	50	161	Y	012	DUPLEX
8/31/1974	106068	0.17	50	150	Y	011	SINGLE FAM
9/10/1974	105564	0.17	50	150	Y	011	SINGLE FAM
9/10/1974	104057	0.14	53	127	N	011	SINGLE FAM
9/20/1974	94296	0.16	32	188	Y	010	VACANT RE
10/1/1974	94884	0.17	36	190	Y	010	VACANT RE
10/15/1974	99330	0.21	50	184	Y	014	QUADPLEX
10/22/1974	105843	0.17	50	150	Y	011	SINGLE FAM
10/29/1974	98221	0.2	49	155	N	010	VACANT RE
11/5/1974	105730	0.17	50	152	N	011	SINGLE FAM
11/27/1974	98160	0.31	75	184	Y	014	QUADPLEX
11/30/1974	106113	0.18	50	155	Y	011	SINGLE FAM
12/29/1983	102927	0.2	50	172	Y	012	DUPLEX

1/30/1984	94592	0.16	50	135	Y	012	DUPLEX
5/1/1984	103175	0.24	67	156	Y	012	DUPLEX
1/2/1986	96914	0.22	50	160	N	011	SINGLE FAM
6/1/1988	199274	0.22	50	194	N	011	SINGLE FAM
6/1/1988	199275	0.22	50	194	N	011	SINGLE FAM
6/1/1988	199148	0.22	50	193	N	011	SINGLE FAM
6/1/1988	199149	0.22	50	193	N	011	SINGLE FAM
1/6/1989	103718	0.17	50	150	N	012	DUPLEX
7/3/1989	103631	0.17	50	151	Y	011	SINGLE FAM
8/19/1994	104539	0.17	50	150	N	012	DUPLEX
8/11/1995	96079	0.22	50	190	Y	011	SINGLE FAM
8/11/1995	96203	0.22	50	190	Y	011	SINGLE FAM
8/11/1995	96308	0.17	52	140	Y	011	SINGLE FAM
8/11/1995	96428	0.17	52	140	Y	011	SINGLE FAM
8/11/1995	96557	0.17	52	140	Y	011	SINGLE FAM
2/23/1998	103142	0.17	50	150	Y	011	SINGLE FAM
10/10/1997	103393	0.15	50	129	N	011	SINGLE FAM
2/23/1998	103267	0.16	50	150	N	011	SINGLE FAM
1/5/2000	104781	5.21	0	0	N	058	RECORDING
8/3/2000	21217	0.05	25	127	N	011	SINGLE FAM
5/25/2004	206103	0.14	50	120	Y	010	VACANT RE
2/2/2007	103077	0.17	50	149	Y	011	SINGLE FAM
8/20/2007	392067	0	0	0	N	015	RESIDENTIA
8/20/2007	392066	0	0	0	N	015	RESIDENTIA
8/20/2007	392068	0.16	50	135	Y	010	VACANT RE
4/29/2008	433201	0	0	0	N	015	RESIDENTIA
4/29/2008	94377	0	0	0	N	015	RESIDENTIA
4/29/2008	433202	0.16	50	135	Y	010	VACANT RE
10/25/2012	556497	0	0	0	N	015	RESIDENTIA
10/25/2012	556498	0	0	0	N	015	RESIDENTIA
10/25/2012	199214	0.13	33	183	N	010	VACANT RE
10/25/2012	556510	0	0	0	N	015	RESIDENTIA
10/25/2012	556506	0	0	0	N	015	RESIDENTIA
10/25/2012	556504	0.14	35	175	N	010	VACANT RE
4/4/2011	627490	0	0	0	N	015	RESIDENTIA
4/4/2011	627491	0	0	0	N	015	RESIDENTIA
11/15/2011	627489	0.09	40	110	N	010	VACANT RE
5/23/2011	638260	0	0	0	N	015	RESIDENTIA
5/23/2011	638261	0	0	0	N	015	RESIDENTIA
5/23/2011	657522	0.11	33	183	N	010	VACANT RE
5/23/2011	199213	0.18	43	188	N	010	VACANT RE
5/23/2011	657521	0	0	0	N	015	RESIDENTIA
5/23/2011	657523	0	0	0	N	015	RESIDENTIA
10/8/2012	740727	0	0	0	N	015	RESIDENTIA
10/8/2012	199217	0.04	65	40	Y	010	VACANT RE
11/6/2012	744886	0	0	0	N	015	RESIDENTIA
11/6/2012	744887	0	0	0	N	015	RESIDENTIA

11/6/2012	744888	0.2	50	184	N	010	VACANT RE
3/18/2013	761208	0	0	0	N	015	RESIDENTIA
3/18/2013	761206	0	0	0	N	015	RESIDENTIA
3/18/2013	761210	0.21	89	95	N	010	VACANT RE
3/18/2013	760243	0	0	0	N	015	RESIDENTIA
3/18/2013	760241	0	0	0	N	015	RESIDENTIA
3/18/2013	102442	0.19	50	163	Y	010	VACANT RE
3/18/2013	759647	0	0	0	N	015	RESIDENTIA
3/18/2013	759953	0	0	0	N	015	RESIDENTIA
3/8/2013	768263	0	0	0	N	015	RESIDENTIA
3/8/2013	768264	0	0	0	N	015	RESIDENTIA
3/8/2013	768265	0	0	0	N	015	RESIDENTIA
3/8/2013	768261	0	0	0	N	015	RESIDENTIA
3/8/2013	99286	0.47	89	172	N	010	VACANT RE
6/14/2013	780427	0	0	0	N	015	RESIDENTIA
6/14/2013	780425	0	0	0	N	015	RESIDENTIA
6/14/2013	780432	0	0	0	N	015	RESIDENTIA
6/14/2013	780431	0	0	0	N	015	RESIDENTIA
6/14/2013	780430	0	0	0	N	015	RESIDENTIA
6/14/2013	104734	0.46	100	200	Y	010	VACANT RE
8/8/2013	798003	0	0	0	N	015	RESIDENTIA
8/8/2013	798004	0	0	0	N	015	RESIDENTIA
8/8/2013	798005	0	0	0	N	015	RESIDENTIA
8/8/2013	798001	0	0	0	N	015	RESIDENTIA
8/8/2013	798010	0	0	0	N	015	RESIDENTIA
8/8/2013	798006	0	0	0	N	011	SINGLE FAM
8/8/2013	798009	0	0	0	N	015	RESIDENTIA
8/8/2013	798008	0	0	0	N	015	RESIDENTIA
8/8/2013	199290	0.14	37	185	Y	010	VACANT RE
8/8/2013	199291	0.11	24	185	Y	010	VACANT RE
9/6/2013	803773	0	0	0	N	015	RESIDENTIA
9/6/2013	803771	0	0	0	N	015	RESIDENTIA
9/6/2013	329626	0.17	50	149	Y	010	VACANT RE
9/17/2013	823641	0	0	0	N	015	RESIDENTIA
9/17/2013	823637	0	0	0	N	015	RESIDENTIA
9/17/2013	101249	0.2	50	183	N	010	VACANT RE
9/17/2013	804420	0	0	0	N	015	RESIDENTIA
9/17/2013	804419	0	0	0	N	015	RESIDENTIA
9/17/2013	101329	0.2	50	178	Y	010	VACANT RE
12/18/2013	832274	0	0	0	N	015	RESIDENTIA
12/18/2013	832276	0	0	0	N	015	RESIDENTIA
12/18/2013	832278	0	0	0	N	015	RESIDENTIA
12/18/2013	832279	0	0	0	N	015	RESIDENTIA
12/18/2013	832280	0	0	0	N	015	RESIDENTIA
12/18/2013	832281	0	0	0	N	015	RESIDENTIA
12/18/2013	832282	0	0	0	N	015	RESIDENTIA
12/18/2013	832284	0	0	0	N	015	RESIDENTIA

12/18/2013	832283	0	0	0	N	015	RESIDENTIA
12/18/2013	832273	0.7	100	296	Y	010	VACANT RE
1/23/2014	848323	0	0	0	N	015	RESIDENTIA
1/23/2014	848321	0	0	0	N	015	RESIDENTIA
1/23/2014	848324	0.2	50	178	Y	010	VACANT RE
3/12/2014	860758	0	0	0	N	015	RESIDENTIA
3/12/2014	860759	0	0	0	N	015	RESIDENTIA
3/12/2014	104568	0.17	50	148	Y	010	VACANT RE
3/12/2014	860756	0	0	0	N	015	RESIDENTIA
3/12/2014	860757	0	0	0	N	015	RESIDENTIA
3/12/2014	105664	0.21	60	150	Y	010	VACANT RE
3/31/2014	865946	0	0	0	N	015	RESIDENTIA
3/31/2014	865947	0	0	0	N	015	RESIDENTIA
3/31/2014	103218	0.17	50	149	Y	010	VACANT RE
3/31/2014	866198	0	0	0	N	015	RESIDENTIA
3/31/2014	866195	0	0	0	N	015	RESIDENTIA
3/31/2014	103200	0.17	50	148	Y	010	VACANT RE
4/9/2014	865795	0	0	0	N	015	RESIDENTIA
4/9/2014	865796	0	0	0	N	015	RESIDENTIA
4/9/2014	101160	0.2	50	184	N	010	VACANT RE
4/28/2014	867569	0	0	0	N	015	RESIDENTIA
4/28/2014	867570	0	0	0	N	015	RESIDENTIA
4/28/2014	104593	0.21	66	101	N	010	VACANT RE
6/5/2014	873236	0	0	0	N	015	RESIDENTIA
6/5/2014	873235	0	0	0	N	015	RESIDENTIA
6/5/2014	190353	0.2	50	168	N	010	VACANT RE
6/11/2014	877304	0	0	0	N	015	RESIDENTIA
6/11/2014	877303	0	0	0	N	015	RESIDENTIA
6/11/2014	102876	0.17	50	148	Y	010	VACANT RE
9/24/2014	906209	0	0	0	N	015	RESIDENTIA
9/24/2014	906210	0	0	0	N	015	RESIDENTIA
9/24/2014	96052	0.14	35	190	Y	010	VACANT RE
9/24/2014	910374	0	0	0	N	015	RESIDENTIA
9/24/2014	910375	0	0	0	N	015	RESIDENTIA
9/24/2014	199220	0.16	35	190	Y	010	VACANT RE
10/3/2014	913145	0	0	0	N	015	RESIDENTIA
10/3/2014	913144	0	0	0	N	015	RESIDENTIA
10/3/2014	103104	0.17	50	148	Y	010	VACANT RE
10/23/2014	916306	0	0	0	N	015	RESIDENTIA
10/23/2014	916305	0	0	0	N	015	RESIDENTIA
10/23/2014	101370	0.2	50	178	Y	010	VACANT RE
10/24/2014	918274	0	0	0	N	015	RESIDENTIA
10/24/2014	918275	0	0	0	N	015	RESIDENTIA
10/24/2014	103797	0.17	50	148	Y	010	VACANT RE
11/4/2014	924634	0	0	0	N	015	RESIDENTIA
11/4/2014	924635	0	0	0	N	015	RESIDENTIA
11/4/2014	101508	0.2	50	178	Y	010	VACANT RE

6/19/2015	926915	0	0	0	N	015	RESIDENTIA
6/19/2015	926914	0	0	0	N	015	RESIDENTIA
6/19/2015	103098	0.17	50	149	Y	010	VACANT RE
1/28/2015	944133	0	0	0	N	015	RESIDENTIA
1/28/2015	944134	0	0	0	N	015	RESIDENTIA
1/28/2015	944135	0	0	0	N	015	RESIDENTIA
1/28/2015	944136	0	0	0	N	015	RESIDENTIA
1/28/2015	944137	0	0	0	N	015	RESIDENTIA
1/28/2015	944138	0	0	0	N	015	RESIDENTIA
1/28/2015	941621	0.15	52	121	N	010	VACANT RE
1/28/2015	941622	0.15	52	121	N	010	VACANT RE
1/28/2015	199289	0.15	53	121	N	010	VACANT RE
1/24/2019	199236	0.09	40	93	N	011	SINGLE FAM
3/11/2015	947653	0	0	0	N	015	RESIDENTIA
3/11/2015	947654	0	0	0	N	015	RESIDENTIA
3/11/2015	101530	0.23	50	191	Y	010	VACANT RE
5/1/2015	961822	0	0	0	N	015	RESIDENTIA
5/1/2015	961823	0	0	0	N	015	RESIDENTIA
5/1/2015	102113	0.23	50	200	Y	010	VACANT RE
5/5/2015	963333	0	0	0	N	015	RESIDENTIA
5/5/2015	963334	0	0	0	N	015	RESIDENTIA
5/5/2015	874223	0.17	50	148	Y	010	VACANT RE
5/6/2015	965265	0	0	0	N	015	RESIDENTIA
5/6/2015	965266	0	0	0	N	015	RESIDENTIA
5/6/2015	103771	0.17	50	148	Y	010	VACANT RE
5/8/2015	996930	0	0	0	N	015	RESIDENTIA
5/8/2015	996929	0	0	0	N	015	RESIDENTIA
5/8/2015	103742	0.17	50	148	Y	010	VACANT RE
5/27/2015	968157	0	0	0	N	015	RESIDENTIA
5/27/2015	968156	0	0	0	N	015	RESIDENTIA
7/1/2015	982850	0	0	0	N	015	RESIDENTIA
7/1/2015	982849	0	0	0	N	015	RESIDENTIA
7/1/2015	104643	0.17	36	150	N	010	VACANT RE
7/1/2015	984146	0	0	0	N	015	RESIDENTIA
7/1/2015	984145	0	0	0	N	015	RESIDENTIA
7/1/2015	102541	0.23	68	150	Y	010	VACANT RE
7/2/2015	979331	0	0	0	N	015	RESIDENTIA
7/2/2015	979332	0	0	0	N	015	RESIDENTIA
7/2/2015	101121	0.2	50	178	Y	010	VACANT RE
7/2/2015	982225	0	0	0	N	015	RESIDENTIA
7/2/2015	982226	0	0	0	N	015	RESIDENTIA
7/2/2015	100879	0.17	40	191	Y	010	VACANT RE
7/10/2015	985091	0	0	0	N	015	RESIDENTIA
7/10/2015	985092	0	0	0	N	015	RESIDENTIA
7/10/2015	104869	0.17	49	150	N	010	VACANT RE
7/27/2015	986053	0	0	0	N	015	RESIDENTIA
7/27/2015	986052	0	0	0	N	015	RESIDENTIA

7/27/2015	106078	0.17	50	150	Y	010	VACANT RE
7/30/2015	987669	0	0	0	N	015	RESIDENTIA
7/30/2015	987670	0	0	0	N	015	RESIDENTIA
7/30/2015	105771	0.22	60	150	Y	010	VACANT RE
8/19/2015	989977	0	0	0	N	015	RESIDENTIA
8/19/2015	989968	0	0	0	N	015	RESIDENTIA
8/19/2015	989971	0	0	0	N	015	RESIDENTIA
8/19/2015	989976	0	0	0	N	015	RESIDENTIA
8/19/2015	989974	0	0	0	N	015	RESIDENTIA
8/19/2015	989970	0	0	0	N	015	RESIDENTIA
8/19/2015	989969	0	0	0	N	015	RESIDENTIA
8/19/2015	989973	0	0	0	N	015	RESIDENTIA
8/19/2015	989972	0	0	0	N	015	RESIDENTIA
8/19/2015	989975	0	0	0	N	015	RESIDENTIA
8/19/2015	199270	0.34	80	190	Y	010	VACANT RE
8/20/2015	994387	0	0	0	N	015	RESIDENTIA
8/20/2015	994388	0	0	0	N	015	RESIDENTIA
8/20/2015	99825	0.23	56	189	Y	010	VACANT RE
8/20/2015	993092	0	0	0	N	015	RESIDENTIA
8/20/2015	993091	0	0	0	N	015	RESIDENTIA
8/20/2015	993089	0	0	0	N	015	RESIDENTIA
8/20/2015	993090	0	0	0	N	015	RESIDENTIA
8/20/2015	104302	0.25	75	143	N	010	VACANT RE
8/20/2015	999201	0.24	75	144	N	010	VACANT RE
5/17/2016	1004440	0	0	0	N	015	RESIDENTIA
5/17/2016	1004441	0	0	0	N	015	RESIDENTIA
5/17/2016	104579	0.17	100	76	N	010	VACANT RE
5/13/2016	1005423	0	0	0	N	015	RESIDENTIA
5/13/2016	1005424	0	0	0	N	015	RESIDENTIA
5/13/2016	1004439	0.17	76	99	N	010	VACANT RE
10/16/2015	1012116	0	0	0	N	015	RESIDENTIA
10/16/2015	1012117	0	0	0	N	015	RESIDENTIA
10/16/2015	103816	0.17	50	148	Y	010	VACANT RE
10/22/2015	1016594	0	0	0	N	015	RESIDENTIA
10/22/2015	1016595	0	0	0	N	015	RESIDENTIA
10/22/2015	102415	0.34	85	168	Y	010	VACANT RE
11/9/2015	1020129	0	0	0	N	015	RESIDENTIA
11/9/2015	1020130	0	0	0	N	015	RESIDENTIA
11/9/2015	103837	0.17	50	148	Y	010	VACANT RE
11/17/2015	1023634	0	0	0	N	015	RESIDENTIA
11/17/2015	1023633	0	0	0	N	015	RESIDENTIA
11/17/2015	103119	0.17	50	149	Y	010	VACANT RE
12/4/2015	1024595	0	0	0	N	015	RESIDENTIA
12/4/2015	1024596	0	0	0	N	015	RESIDENTIA
12/4/2015	1024597	0	0	0	N	015	RESIDENTIA
12/4/2015	1024598	0	0	0	N	015	RESIDENTIA
12/4/2015	1024600	0	0	0	N	015	RESIDENTIA

12/4/2015	1024599	0	0	0	N	015	RESIDENTIA
12/4/2015	1024602	0	0	0	N	015	RESIDENTIA
12/4/2015	1024601	0	0	0	N	011	SINGLE FAM
12/4/2015	106043	0.69	300	100	Y	010	VACANT RE
12/7/2015	1028458	0	0	0	N	015	RESIDENTIA
12/7/2015	1028459	0	0	0	N	015	RESIDENTIA
12/7/2015	1139056	0.2	50	168	Y	010	VACANT RE
12/7/2015	1029752	0	0	0	N	015	RESIDENTIA
12/7/2015	1029751	0	0	0	N	015	RESIDENTIA
12/7/2015	1139042	0.2	50	168	Y	010	VACANT RE
12/10/2015	99741	0.21	50	184	Y	011	SINGLE FAM
1/12/2016	103526	0.11	40	125	Y	011	SINGLE FAM
1/26/2016	1051060	0	0	0	N	015	RESIDENTIA
1/26/2016	1051059	0	0	0	N	015	RESIDENTIA
1/26/2016	102877	0.23	58	175	Y	010	VACANT RE
1/27/2016	99016	0.57	133	189	N	027	DAY CARE C
2/4/2016	1049746	0	0	0	N	015	RESIDENTIA
2/4/2016	1049747	0	0	0	N	015	RESIDENTIA
2/4/2016	100969	0.15	31	191	N	010	VACANT RE
2/22/2016	1050038	0	0	0	N	015	RESIDENTIA
2/22/2016	1050039	0	0	0	N	015	RESIDENTIA
2/22/2016	998868	0.16	50	139	N	010	VACANT RE
2/25/2016	1052676	0	0	0	N	015	RESIDENTIA
2/25/2016	1052673	0	0	0	N	015	RESIDENTIA
2/25/2016	1052675	0.2	50	178	Y	010	VACANT RE
2/29/2016	1055301	0	0	0	N	015	RESIDENTIA
2/29/2016	1055300	0	0	0	N	015	RESIDENTIA
2/29/2016	101290	0.2	50	178	Y	010	VACANT RE
3/3/2016	1055907	0	0	0	N	015	RESIDENTIA
3/3/2016	1055906	0	0	0	N	015	RESIDENTIA
3/3/2016	101623	0.2	50	178	Y	010	VACANT RE
5/16/2017	1058731	0	0	0	N	015	RESIDENTIA
5/16/2017	1058732	0	0	0	N	015	RESIDENTIA
5/16/2017	1055286	0.15	40	165	N	010	VACANT RE
5/16/2017	1061931	0	0	0	N	015	RESIDENTIA
5/16/2017	1061932	0	0	0	N	015	RESIDENTIA
5/16/2017	199234	0.15	40	0	N	010	VACANT RE
3/18/2016	1063129	0	0	0	N	015	RESIDENTIA
3/18/2016	1063130	0	0	0	N	015	RESIDENTIA
3/18/2016	105005	0.17	50	150	N	010	VACANT RE
3/18/2016	1069529	0	0	0	N	015	RESIDENTIA
3/18/2016	1069530	0	0	0	N	015	RESIDENTIA
3/18/2016	104907	0.17	50	150	Y	010	VACANT RE
4/26/2016	1075994	0	0	0	N	015	RESIDENTIA
4/26/2016	1075995	0	0	0	N	015	RESIDENTIA
4/26/2016	104860	0.2	54	161	N	010	VACANT RE
4/15/2016	1078005	0	0	0	Y	015	RESIDENTIA

4/15/2016	1078004	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078007	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078003	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078001	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078008	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078000	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077998	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077992	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077993	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077995	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077996	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077997	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077994	0	0	0	Y	015	RESIDENTIA
3/1/2018	101718	0.59	146	176	N	010	VACANT RE
4/22/2016	1085994	0	0	0	N	015	RESIDENTIA
4/22/2016	1085995	0	0	0	N	015	RESIDENTIA
4/22/2016	105933	0.17	50	150	N	010	VACANT RE
5/25/2016	1102028	0	0	0	N	015	RESIDENTIA
5/25/2016	1102027	0	0	0	N	015	RESIDENTIA
5/25/2016	104553	0.17	50	150	N	010	VACANT RE
5/26/2016	1098060	0	0	0	N	015	RESIDENTIA
5/26/2016	1098059	0	0	0	N	015	RESIDENTIA
5/26/2016	103612	0.17	50	151	N	010	VACANT RE
5/27/2016	1095653	0	0	0	N	015	RESIDENTIA
5/27/2016	1095652	0	0	0	N	015	RESIDENTIA
5/27/2016	1168756	0.17	50	151	N	010	VACANT RE
6/27/2016	1114032	0	0	0	N	015	RESIDENTIA
6/27/2016	1114033	0	0	0	N	015	RESIDENTIA
6/27/2016	105969	0.17	50	150	N	010	VACANT RE
6/27/2016	1108844	0	0	0	N	015	RESIDENTIA
6/27/2016	1108843	0	0	0	N	015	RESIDENTIA
6/27/2016	1108842	0.28	50	205	N	010	VACANT RE
6/27/2016	1110038	0	0	0	N	015	RESIDENTIA
6/27/2016	1110037	0	0	0	N	015	RESIDENTIA
6/27/2016	189891	0.28	71	200	N	010	VACANT RE
7/5/2016	1114870	0	0	0	N	015	RESIDENTIA
7/5/2016	1114869	0	0	0	N	015	RESIDENTIA
7/5/2016	106030	0.25	55	212	N	010	VACANT RE
7/14/2016	1114451	0	0	0	N	015	RESIDENTIA
7/14/2016	1114450	0	0	0	N	015	RESIDENTIA
7/14/2016	1114452	0	0	0	N	015	RESIDENTIA
7/14/2016	1114454	0	0	0	N	015	RESIDENTIA
7/14/2016	1114453	0	0	0	N	015	RESIDENTIA
7/14/2016	1114455	0	0	0	N	015	RESIDENTIA
7/14/2016	1114457	0	0	0	N	015	RESIDENTIA
7/14/2016	1114458	0	0	0	N	015	RESIDENTIA
7/14/2016	1114459	0	0	0	N	015	RESIDENTIA

7/14/2016	1114456	0	0	0	N	015	RESIDENTIA
7/14/2016	1114460	0	0	0	N	015	RESIDENTIA
7/14/2016	1114461	0	0	0	N	015	RESIDENTIA
7/14/2016	1114462	0	0	0	N	015	RESIDENTIA
7/14/2016	1114465	0	0	0	N	015	RESIDENTIA
7/14/2016	1114463	0	0	0	N	015	RESIDENTIA
7/14/2016	1114464	0	0	0	N	015	RESIDENTIA
2/23/2018	99916	0.7	169	183	N	010	VACANT RE
7/29/2016	1123173	0	0	0	N	015	RESIDENTIA
7/29/2016	1123175	0	0	0	N	015	RESIDENTIA
7/29/2016	106333	0.2	64	150	N	010	VACANT RE
8/8/2016	1130000	0	0	0	N	015	RESIDENTIA
8/8/2016	1130001	0	0	0	N	015	RESIDENTIA
8/8/2016	1168758	0.17	50	150	N	010	VACANT RE
8/18/2016	1133676	0	0	0	N	015	RESIDENTIA
8/18/2016	1133675	0	0	0	N	015	RESIDENTIA
8/18/2016	105781	0.17	50	150	N	010	VACANT RE
9/12/2016	1139059	0	0	0	N	015	RESIDENTIA
9/12/2016	1139058	0	0	0	N	015	RESIDENTIA
9/12/2016	1139046	0.2	50	168	N	010	VACANT RE
10/12/2016	1154460	0	0	0	N	015	RESIDENTIA
10/12/2016	1154459	0	0	0	N	015	RESIDENTIA
10/12/2016	101944	0.2	50	168	N	010	VACANT RE
10/31/2016	1153255	0	0	0	N	015	RESIDENTIA
10/31/2016	1153256	0	0	0	N	015	RESIDENTIA
10/31/2016	102915	0.17	50	148	N	010	VACANT RE
12/1/2016	1167610	0	0	0	N	015	RESIDENTIA
12/1/2016	1167611	0	0	0	N	015	RESIDENTIA
12/1/2016	102283	0.2	58	150	N	010	VACANT RE
12/2/2016	1166768	0	0	0	N	015	RESIDENTIA
12/2/2016	1166767	0	0	0	N	015	RESIDENTIA
12/2/2016	102435	0.17	50	150	N	010	VACANT RE
5/29/2019	1168751	0	0	0	N	015	RESIDENTIA
5/29/2019	1168752	0	0	0	N	015	RESIDENTIA
12/9/2016	105079	0.23	71	156	N	010	VACANT RE
12/27/2016	105261	0.17	50	150	N	010	VACANT RE
2/9/2017	102002	0.18	50	167	N	010	VACANT RE
2/21/2017	104007	0.17	49	153	N	010	VACANT RE
3/8/2017	102386	0.2	50	168	N	010	VACANT RE
4/6/2018	1139044	0.2	51	167	N	010	VACANT RE
4/4/2017	98630	0.2	70	128	N	010	VACANT RE
4/4/2017	104859	0.17	50	150	N	010	VACANT RE
4/4/2017	104757	0.17	50	150	N	010	VACANT RE
5/4/2017	98618	0.14	50	120	N	010	VACANT RE
5/11/2017	102232	0.2	50	168	N	010	VACANT RE
5/11/2017	103264	0.17	50	148	N	010	VACANT RE
5/22/2017	102854	0.17	50	149	N	010	VACANT RE

5/22/2017	97865	0.16	50	139	N	010	VACANT RE
5/24/2017	199293	0.13	40	150	N	010	VACANT RE
6/5/2017	97558	0.16	69	114	N	010	VACANT RE
6/26/2017	104199	0.18	52	146	N	010	VACANT RE
6/6/2017	102888	0.2	50	175	N	010	VACANT RE
6/27/2017	105205	0.17	50	150	N	010	VACANT RE
6/28/2017	105301	0.17	50	150	N	010	VACANT RE
11/30/2017	104024	1.21	177	286	N	010	VACANT RE
9/6/2017	104173	0.21	51	180	N	010	VACANT RE
12/12/2017	105860	0.18	50	156	N	010	VACANT RE
10/20/2017	103087	0.23	50	200	N	010	VACANT RE
11/13/2017	102241	0.2	50	168	N	010	VACANT RE
11/30/2018	1139041	0.2	50	166	N	010	VACANT RE
11/20/2017	101101	0.23	50	191	N	010	VACANT RE
11/20/2017	103679	0.17	50	151	N	010	VACANT RE
1/17/2018	103729	0.17	50	148	N	010	VACANT RE
1/18/2018	105932	0.26	50	215	N	010	VACANT RE
2/5/2018	103594	0.17	50	148	N	010	VACANT RE
2/9/2018	105784	0.17	50	148	N	010	VACANT RE
2/15/2018	101448	0.23	50	191	N	010	VACANT RE
4/26/2018	105128	0.23	100	100	N	010	VACANT RE
8/22/2018	199143	0.17	36	190	N	010	VACANT RE
1/29/2019	103250	0.16	45	153	N	010	VACANT RE
7/27/2018	98897	0.1	35	125	N	011	SINGLE FAM
7/24/2018	105844	0.22	45	220	N	010	VACANT RE
11/21/2018	100989	0.21	50	185	N	010	VACANT RE
12/6/2018	102461	0.19	50	163	N	010	VACANT RE
12/30/2018	102523	0.61	257	160	N	010	VACANT RE
1/31/2019	97337	0.18	50	160	N	010	VACANT RE
2/7/2019	104376	0.21	50	180	N	010	VACANT RE
2/22/2019	105334	0.15	75	85	N	010	VACANT RE
4/3/2019	416524	0.17	50	151	N	010	VACANT RE
4/3/2019	184428	0.17	50	151	N	010	VACANT RE
10/15/2019	98504	0.12	50	117	N	010	VACANT RE
10/18/2019	97397	0.18	50	158	N	010	VACANT RE
7/11/2019	97385	0.18	50	159	N	010	VACANT RE
6/7/2019	105816	0.18	50	153	N	010	VACANT RE
9/24/2019	104277	0.21	51	180	N	010	VACANT RE
10/23/2019	98875	0.17	50	150	N	010	VACANT RE
12/31/2019	103688	0.17	50	150	N	010	VACANT RE
1/13/2020	103196	0.26	75	156	N	<Null>	<Null>
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12/30/2020	98232	0.16	50	139	N	<Null>	<Null>
8/1/1919	1422764	0.13	40	147	Y	010	VACANT RE
8/1/1919	1422767	0.14	40	147	Y	010	VACANT RE
11/10/1924	1422780	0.07	40	77	Y	010	VACANT RE
8/16/1983	1335961	0.06	16	175	Y	010	VACANT RE
1/17/2019	1533241	0.23	70	155	N	010	VACANT RE
8/26/1937	1223343	0.21	50	148	Y	011	SINGLE FAM
1/17/2019	1533239	0.2	57	154	Y	014	QUADPLEX
11/2/1943	1249714	0.13	32	190	Y	011	SINGLE FAM
3/21/1944	1421990	0.18	50	160	Y	091	CHURCH
2/14/2018	1533251	0.1	36	119	Y	011	SINGLE FAM
10/3/1945	1422772	0.13	40	147	Y	011	SINGLE FAM
2/2/1946	1421965	0.29	85	200	N	011	SINGLE FAM
8/27/1946	1223355	0.17	50	148	Y	011	SINGLE FAM
8/9/1947	1421991	0.18	50	160	Y	011	SINGLE FAM
10/9/1947	1421956	0.15	38	160	Y	011	SINGLE FAM
10/30/1947	1421950	0.15	50	160	Y	011	SINGLE FAM
5/15/1948	1223353	0.17	50	148	Y	012	DUPLEX
1/25/1951	1249713	0.15	32	190	Y	011	SINGLE FAM
7/10/1951	1421953	0.13	38	160	Y	011	SINGLE FAM
4/30/1953	1249719	0.23	60	190	Y	011	SINGLE FAM
8/24/1953	1422775	0.27	80	147	Y	012	DUPLEX
1/24/2019	1534027	0.09	40	91	N	011	SINGLE FAM
2/14/2018	1533248	0.1	36	119	Y	011	SINGLE FAM
2/11/1956	1223346	0.17	50	148	Y	011	SINGLE FAM
4/30/1956	1538526	0.3	77	174	N	011	SINGLE FAM
8/2/2011	1538465	0.69	177	174	N	011	SINGLE FAM
8/5/1957	1421964	0.11	50	130	N	010	VACANT RE
3/22/2010	1223356	0.17	50	146	N	012	DUPLEX
10/21/1958	1421989	0.18	50	160	Y	048	PARKING LC
12/5/1958	1425564	0.17	56	120	N	011	SINGLE FAM
9/24/1959	1421949	0.18	50	160	Y	011	SINGLE FAM
6/14/1960	1533245	0.12	44	120	Y	011	SINGLE FAM
6/15/1961	1421996	0.16	91	78	N	011	SINGLE FAM

3/27/1962	1272743	0.2	50	168	Y	011	SINGLE FAM
10/29/1962	1538479	0.2	50	168	Y	011	SINGLE FAM
10/29/1963	1421961	0.18	50	160	Y	013	TRIPLEX
12/18/1963	1330080	0.14	33	188	Y	011	SINGLE FAM
8/17/1964	1537709	0.23	50	200	Y	014	QUADPLEX
10/14/1964	1223349	0.17	50	148	Y	011	SINGLE FAM
10/22/1964	1168760	0.17	50	150	Y	012	DUPLEX
3/22/1965	1223354	0.17	50	148	Y	011	SINGLE FAM
8/26/1966	1168763	0.17	50	150	Y	011	SINGLE FAM
8/30/1966	1421988	0.13	72	71	N	012	DUPLEX
12/13/1967	1223351	0.17	50	148	Y	011	SINGLE FAM
12/30/2020	1828293	0.05	16	129	N	010	VACANT RE
7/11/1968	1223347	0.17	50	148	Y	011	SINGLE FAM
8/20/1968	1330075	0.21	50	188	Y	011	SINGLE FAM
8/20/1968	1421947	0.18	50	160	Y	019	RESIDENTIA
12/13/1969	1421966	0.14	50	140	N	010	VACANT RE
12/13/1969	1421976	0.13	60	130	N	010	VACANT RE
2/19/1970	1208844	0.35	76	190	Y	010	VACANT RE
1/4/1971	1533237	0.11	39	120	Y	012	DUPLEX
1/9/1971	1168765	0.18	50	150	Y	011	SINGLE FAM
4/6/1972	1421959	0.13	38	160	Y	011	SINGLE FAM
4/12/1972	1421951	0.18	50	160	Y	011	SINGLE FAM
4/18/1972	1168761	0.17	50	150	Y	012	DUPLEX
1/2/1986	1421962	0.18	50	160	Y	011	SINGLE FAM
6/19/1972	1330077	0.26	60	188	Y	011	SINGLE FAM
8/7/1972	1421948	0.18	50	160	Y	011	SINGLE FAM
1/5/1973	1421946	0.41	97	130	N	012	DUPLEX
2/2/1973	1272739	0.2	50	168	Y	011	SINGLE FAM
7/25/1973	1168762	0.17	50	150	Y	011	SINGLE FAM
8/8/1973	1422769	0.06	40	70	Y	010	VACANT RE
3/16/1974	1425567	0.11	40	125	Y	011	SINGLE FAM
3/23/1974	1168764	0.17	50	150	Y	011	SINGLE FAM
7/25/1974	1272741	0.2	50	168	Y	011	SINGLE FAM
10/28/1974	1330078	0.34	80	188	Y	032	OFFICE BLD
11/1/1974	1421967	0.18	50	160	Y	011	SINGLE FAM
2/25/2000	1330074	4.13	0	0	N	093	SCHOOL OR
1/25/1980	1223352	0.17	50	151	Y	012	DUPLEX
3/22/2010	1223357	0.17	50	146	N	012	DUPLEX
3/22/2010	1223345	0.17	50	146	N	012	DUPLEX
3/18/2013	1538473	0.2	50	168	Y	010	VACANT RE
5/27/2015	1538582	0.17	50	150	Y	010	VACANT RE
12/4/2017	1330084	0	0	0	N	015	RESIDENTIA
12/4/2017	1330085	0	0	0	N	015	RESIDENTIA
12/4/2017	1330086	0	0	0	N	015	RESIDENTIA
12/4/2017	1330083	0	0	0	N	015	RESIDENTIA
12/4/2017	1330087	0	0	0	N	015	RESIDENTIA
12/4/2017	1330089	0	0	0	N	015	RESIDENTIA

12/4/2017	1330090	0	0	0	N	015	RESIDENTIA
12/4/2017	1330091	0	0	0	N	015	RESIDENTIA
12/4/2017	1330088	0	0	0	N	015	RESIDENTIA
12/4/2017	1330097	0	0	0	N	015	RESIDENTIA
12/4/2017	1330098	0	0	0	N	015	RESIDENTIA
12/4/2017	1330096	0	0	0	N	015	RESIDENTIA
12/4/2017	1330092	0	0	0	N	015	RESIDENTIA
12/4/2017	1330095	0	0	0	N	015	RESIDENTIA
12/4/2017	1330094	0	0	0	N	015	RESIDENTIA
12/4/2017	1330093	0	0	0	N	015	RESIDENTIA
12/4/2017	1330082	0.79	187	0	N	010	VACANT RE
5/29/2019	1168767	0.17	37	150	N	010	VACANT RE
12/9/2016	1170766	0	0	0	N	015	RESIDENTIA
12/9/2016	1170765	0	0	0	N	015	RESIDENTIA
12/27/2016	1175132	0	0	0	N	015	RESIDENTIA
12/27/2016	1175131	0	0	0	N	015	RESIDENTIA
2/9/2017	1196879	0	0	0	N	015	RESIDENTIA
2/9/2017	1196878	0	0	0	N	015	RESIDENTIA
2/9/2017	1252107	0.2	58	150	N	010	VACANT RE
2/9/2017	1196414	0	0	0	N	015	RESIDENTIA
2/9/2017	1196415	0	0	0	N	015	RESIDENTIA
2/21/2017	1198590	0	0	0	N	015	RESIDENTIA
2/21/2017	1198591	0	0	0	N	015	RESIDENTIA
3/8/2017	1204429	0	0	0	N	015	RESIDENTIA
3/8/2017	1204430	0	0	0	N	015	RESIDENTIA
3/16/2017	1208849	0	0	0	N	015	RESIDENTIA
3/16/2017	1208850	0	0	0	N	015	RESIDENTIA
3/16/2017	1208845	0.16	34	190	N	010	VACANT RE
4/6/2018	1211735	0	0	0	N	015	RESIDENTIA
4/6/2018	1378953	0	0	0	N	015	RESIDENTIA
4/4/2017	1270748	0	0	0	N	015	RESIDENTIA
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4/4/2017	1216130	0	0	0	N	015	RESIDENTIA
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4/19/2017	1223360	0	0	0	N	015	RESIDENTIA
4/19/2017	1223361	0	0	0	N	015	RESIDENTIA
4/19/2017	1223359	0.17	50	151	N	010	VACANT RE
4/21/2017	1225396	0	0	0	N	015	RESIDENTIA
4/21/2017	1225397	0	0	0	N	015	RESIDENTIA
4/21/2017	1422013	0.18	50	160	N	010	VACANT RE
5/1/2017	1226597	0.19	50	168	N	010	VACANT RE
5/4/2017	1230999	0	0	0	N	015	RESIDENTIA
5/4/2017	1231000	0	0	0	N	015	RESIDENTIA
5/11/2017	1233401	0	0	0	N	015	RESIDENTIA
5/11/2017	1233402	0	0	0	N	015	RESIDENTIA

5/11/2017	1235230	0	0	0	N	015	RESIDENTIA
5/11/2017	1235231	0	0	0	N	015	RESIDENTIA
5/22/2017	1237437	0	0	0	N	015	RESIDENTIA
5/22/2017	1237436	0	0	0	N	015	RESIDENTIA
5/22/2017	1238312	0	0	0	N	015	RESIDENTIA
5/22/2017	1238311	0	0	0	N	015	RESIDENTIA
5/24/2017	1239471	0	0	0	N	015	RESIDENTIA
5/24/2017	1239472	0	0	0	N	015	RESIDENTIA
6/5/2017	1243090	0	0	0	N	015	RESIDENTIA
6/5/2017	1243091	0	0	0	N	015	RESIDENTIA
6/26/2017	1243092	0	0	0	N	015	RESIDENTIA
6/26/2017	1243093	0	0	0	N	015	RESIDENTIA
6/6/2017	1243101	0	0	0	N	011	SINGLE FAM
6/6/2017	1243102	0	0	0	N	015	RESIDENTIA
12/28/2018	1249723	0	0	0	N	015	RESIDENTIA
12/28/2018	1249724	0	0	0	N	015	RESIDENTIA
12/28/2018	1249726	0	0	0	Y	015	RESIDENTIA
12/28/2018	1249725	0	0	0	Y	015	RESIDENTIA
12/28/2018	1249717	0.15	33	177	N	010	VACANT RE
6/19/2017	1250493	0	0	0	N	015	RESIDENTIA
6/19/2017	1250492	0	0	0	N	015	RESIDENTIA
6/19/2017	1223348	0.17	50	148	N	010	VACANT RE
6/27/2017	1538533	0	0	0	N	015	RESIDENTIA
6/27/2017	1252906	0	0	0	N	015	RESIDENTIA
6/27/2017	1538523	0.15	39	174	N	010	VACANT RE
6/27/2017	1254092	0	0	0	N	015	RESIDENTIA
6/27/2017	1538536	0	0	0	N	015	RESIDENTIA
6/27/2017	1538519	0.15	39	174	N	010	VACANT RE
6/27/2017	1255293	0	0	0	N	011	SINGLE FAM
6/27/2017	1255294	0	0	0	N	010	VACANT RE
6/28/2017	1255348	0	0	0	N	011	SINGLE FAM
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11/30/2017	1330856	0	0	0	N	011	SINGLE FAM
11/30/2017	1330857	0	0	0	N	011	SINGLE FAM
11/30/2017	1330858	0	0	0	N	011	SINGLE FAM
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11/30/2017	1330861	0	0	0	N	011	SINGLE FAM
11/30/2017	1330862	0	0	0	N	011	SINGLE FAM
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11/30/2017	1330892	0	0	0	N	015	RESIDENTIA
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11/30/2017	1330895	0	0	0	N	015	RESIDENTIA
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7/31/2017	1272746	0	0	0	N	011	SINGLE FAM
7/31/2017	1272747	0	0	0	N	015	RESIDENTIA
7/31/2017	1272738	0.2	50	167	N	010	VACANT RE
9/6/2017	1293761	0	0	0	N	015	RESIDENTIA
9/6/2017	1293760	0	0	0	N	015	RESIDENTIA
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12/12/2017	1334101	0	0	0	N	015	RESIDENTIA
10/20/2017	1314808	0	0	0	N	015	RESIDENTIA
10/20/2017	1314809	0	0	0	N	015	RESIDENTIA
11/1/2017	1538581	0.98	172	250	N	010	VACANT RE
11/10/2017	1322438	0	0	0	N	015	RESIDENTIA
11/10/2017	1322437	0	0	0	N	015	RESIDENTIA
11/10/2017	1322445	0	0	0	N	015	RESIDENTIA
11/10/2017	1322439	0	0	0	N	015	RESIDENTIA
11/10/2017	1322444	0	0	0	N	015	RESIDENTIA
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11/10/2017	1332114	0	0	0	N	015	RESIDENTIA
11/10/2017	1332115	0	0	0	N	015	RESIDENTIA
11/10/2017	1332116	0	0	0	N	015	RESIDENTIA
11/10/2017	1332117	0	0	0	N	015	RESIDENTIA

11/10/2017	1332123	0	0	0	N	015	RESIDENTIA
11/10/2017	1332125	0	0	0	N	015	RESIDENTIA
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11/10/2017	1332107	0	0	0	N	015	RESIDENTIA
11/10/2017	1332118	0	0	0	N	015	RESIDENTIA
11/13/2017	1323642	0	0	0	N	015	RESIDENTIA
11/13/2017	1323643	0	0	0	N	015	RESIDENTIA
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11/20/2017	1327626	0	0	0	N	011	SINGLE FAM
11/20/2017	1327627	0	0	0	N	011	SINGLE FAM
11/20/2017	1331655	0	0	0	N	015	RESIDENTIA
11/20/2017	1331656	0	0	0	N	015	RESIDENTIA
11/20/2017	1331260	0	0	0	N	015	RESIDENTIA
11/20/2017	1331259	0	0	0	N	015	RESIDENTIA
11/20/2017	1328860	0.17	50	151	N	010	VACANT RE
1/17/2018	1360578	0	0	0	N	015	RESIDENTIA
1/17/2018	1330863	0	0	0	N	015	RESIDENTIA
1/17/2018	1360580	0	0	0	N	015	RESIDENTIA
1/17/2018	1360579	0	0	0	N	015	RESIDENTIA
1/17/2018	1360582	0	0	0	N	015	RESIDENTIA
1/17/2018	1360581	0	0	0	N	015	RESIDENTIA
1/17/2018	1360584	0	0	0	N	015	RESIDENTIA
1/17/2018	1360583	0	0	0	N	015	RESIDENTIA
1/17/2018	1360586	0	0	0	N	015	RESIDENTIA
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1/17/2018	1360587	0	0	0	N	015	RESIDENTIA
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1/18/2018	1330076	0	0	0	N	036	CONDOMIN
1/18/2018	1360949	0	0	0	N	015	RESIDENTIA
1/18/2018	1360956	0	0	0	N	015	RESIDENTIA
1/18/2018	1360950	0	0	0	N	015	RESIDENTIA

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2/15/2018	1365797	0	0	0	N	015	RESIDENTIA
2/15/2018	1365798	0	0	0	N	015	RESIDENTIA
3/27/2018	1373221	0	0	0	N	015	RESIDENTIA
3/27/2018	1373222	0	0	0	N	015	RESIDENTIA
3/27/2018	1223350	0.17	50	148	N	010	VACANT RE
4/26/2018	1387628	0	0	0	N	015	RESIDENTIA
4/26/2018	1387629	0	0	0	N	015	RESIDENTIA
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1/31/2019	1412188	0	0	0	N	015	RESIDENTIA
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1/31/2019	1336014	0.16	45	153	N	010	VACANT RE
6/28/2018	1425598	0	0	0	N	015	RESIDENTIA
6/28/2018	1425599	0	0	0	N	015	RESIDENTIA
6/28/2018	1425562	0.17	64	118	N	010	VACANT RE
7/24/2018	1434523	0	0	0	N	015	RESIDENTIA
7/24/2018	1434525	0	0	0	N	015	RESIDENTIA
5/9/2019	1437745	0	0	0	N	015	RESIDENTIA
5/9/2019	1437746	0	0	0	N	015	RESIDENTIA
5/9/2019	1422799	0.29	71	142	N	010	VACANT RE
2/20/2019	1539266	0	0	0	N	015	RESIDENTIA
2/20/2019	1539267	0	0	0	N	015	RESIDENTIA
2/20/2019	1421968	0.18	50	160	N	010	VACANT RE
12/28/2018	1498339	0.15	33	177	N	010	VACANT RE
11/21/2018	1503053	0	0	0	N	015	RESIDENTIA
11/21/2018	1503052	0	0	0	N	015	RESIDENTIA
12/6/2018	1507059	0	0	0	N	010	VACANT RE
12/6/2018	1507060	0	0	0	N	011	SINGLE FAM
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10/20/2020	1516771	0	0	0	N	010	VACANT RE
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10/20/2020	1514715	0.29	101	160	N	010	VACANT RE
1/31/2019	1533704	0	0	0	N	015	RESIDENTIA
1/31/2019	1533705	0	0	0	N	015	RESIDENTIA
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2/22/2019	1540225	0	0	0	N	015	RESIDENTIA
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2/22/2019	1539268	0	0	0	N	015	RESIDENTIA
2/22/2019	1539269	0	0	0	N	015	RESIDENTIA
2/22/2019	1533894	0.15	75	85	N	010	VACANT RE
4/3/2019	1564798	0	0	0	N	015	RESIDENTIA
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5/29/2019	1584177	0	0	0	N	015	RESIDENTIA
5/29/2019	1584178	0	0	0	N	015	RESIDENTIA
6/7/2019	1593793	0	0	0	N	011	SINGLE FAM
6/7/2019	1593794	0	0	0	N	010	VACANT RE
7/10/2019	1611120	0	0	0	N	015	RESIDENTIA
7/10/2019	1611121	0	0	0	N	015	RESIDENTIA
7/10/2019	1421955	0.13	38	160	N	010	VACANT RE
9/24/2019	1618540	0	0	0	N	015	RESIDENTIA
9/24/2019	1618541	0	0	0	N	015	RESIDENTIA

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10/23/2019	1652522	0	0	0	N	011	SINGLE FAM
12/6/2019	1679762	0.12	31	162	N	010	VACANT RE
12/31/2019	1674718	0	0	0	N	011	SINGLE FAM
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296800	16000	58200	74200	5/1/2017	C
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247000	10000	51750	61750	1/1/2017	A
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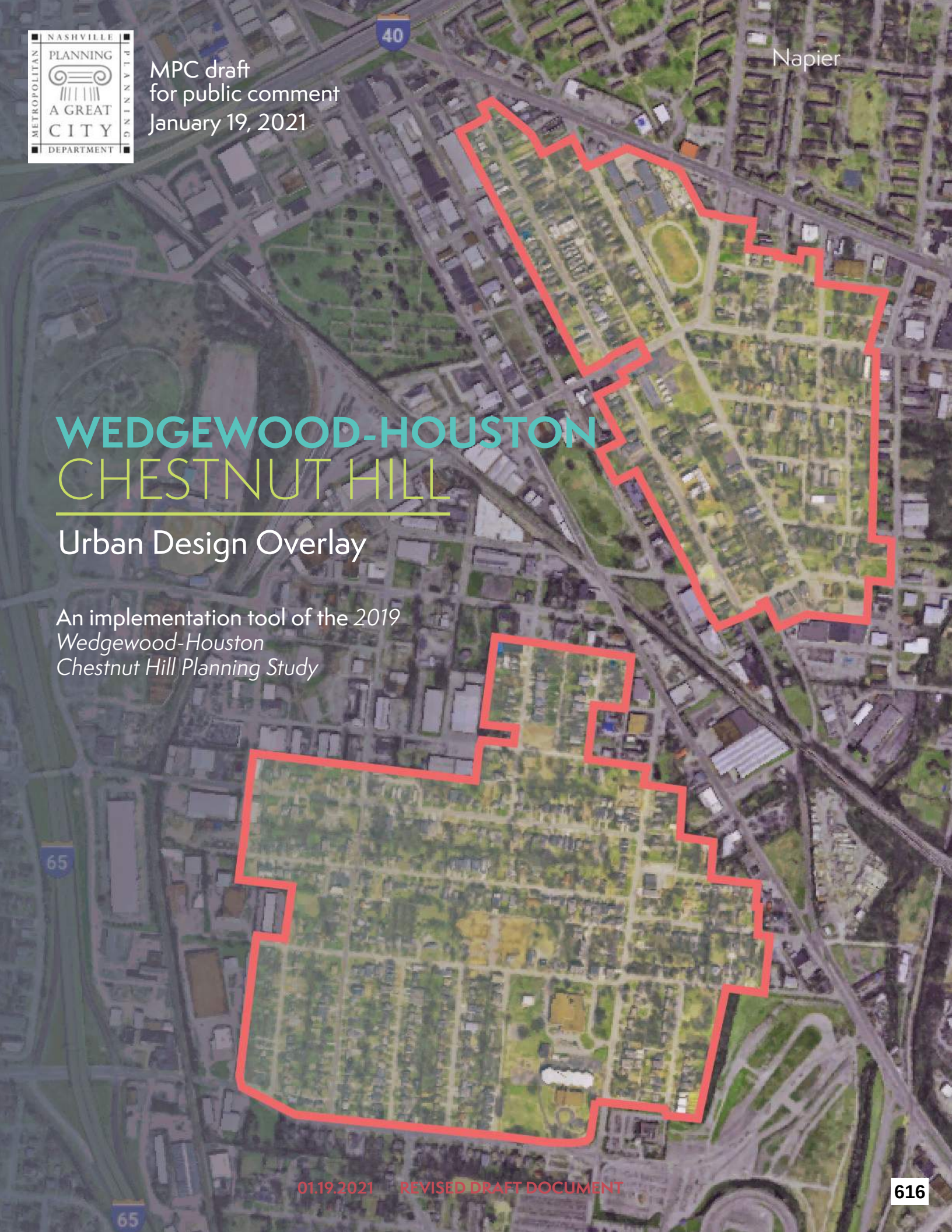
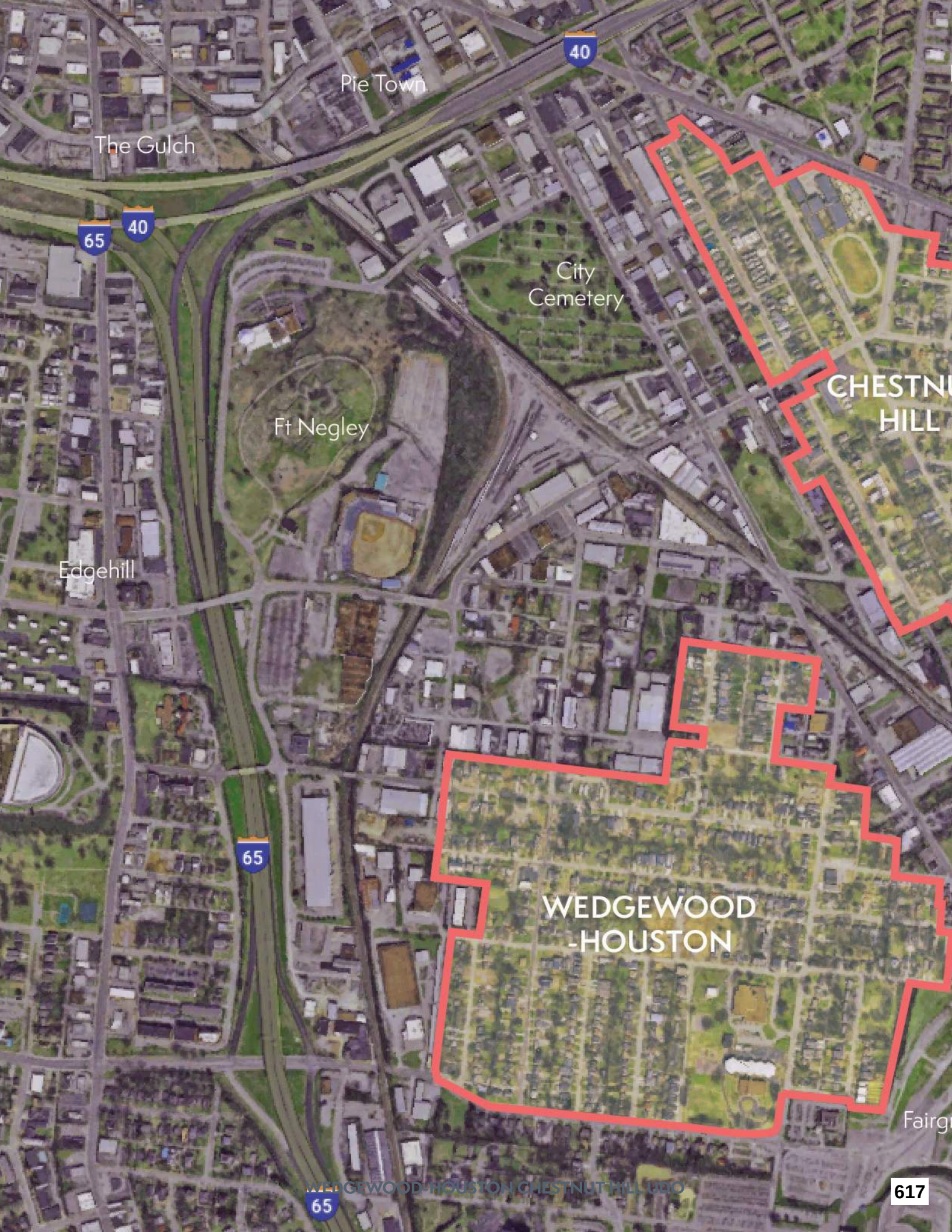
MPC draft
for public comment
January 19, 2021

WEDGEWOOD-HOUSTON
CHESTNUT HILL
Urban Design Overlay

An implementation tool of the *2019 Wedgewood-Houston Chestnut Hill Planning Study*

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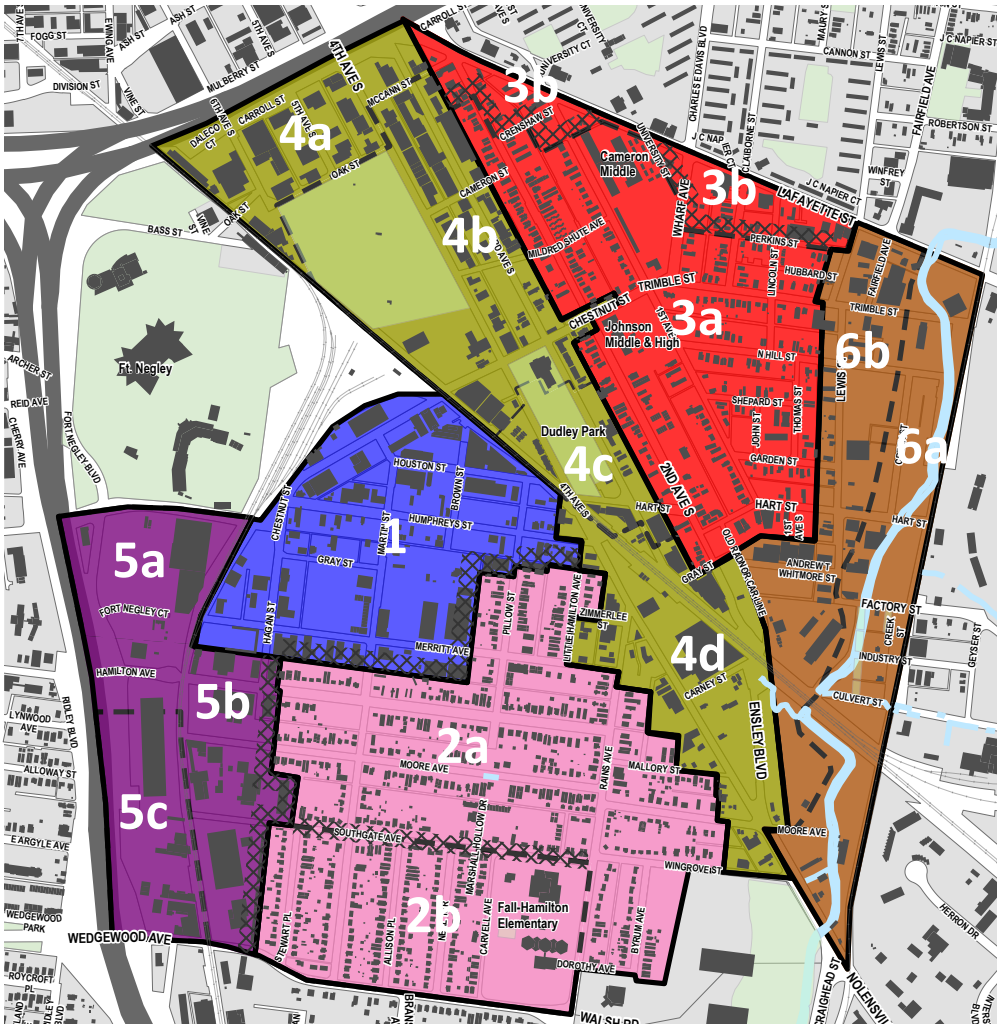
Appendices

Appendices have been removed & relocated to the website as separate documents

~~a: Character Area Analysis ii-v~~
~~b: Reference Initiatives vi-vii~~
~~c: Building Typology viii-xii~~
~~d: Zoning Calibration xiii~~



The 2019 Wedgewood-Houston Chestnut Hill Planning Study recommended the development of a contextual infill UDO for character areas 2 and 3a of its plan. The character areas have been slightly rearranged into three neighborhoods, one neigborhod center, and one corridor for the purpose of the UDO.

The Wedgewood Houston Chestnut Hill Planning Study (2019)

In 2019, the Wedgewood Houston Chestnut Hill (WHCH) Planning Study was adopted by the Planning Commission. The study was developed through a participatory process that involved the collaboration of planning staff with community stakeholders to establish a clear vision and provide detailed information and solutions to guide the future physical and regulatory characteristics of these two neighborhoods.

The study established six character areas - geographic sectors with common attributes and identities - to guide redevelopment. During the planning process, it became clear that more detailed guidelines for redevelopment in Character Areas 2 and 3 (the primarily residential portions of the study area) were necessary. Therefore, a key recommendation from the study was to establish a contextual residential infill Urban Design Overlay (UDO). The need for a UDO is rooted in two core concerns within the community:

1) affordability and displacement: The rising cost of housing in these neighborhoods is displacing lower and moderate-income residents, negatively affecting diversity, and uprooting long-time neighbors.

2) community character: New development is out of character with the existing built environment. Recent residential infill has often been of a greater height and density than that of the surrounding neighborhood and in a different built form to that of the existing homes. This trend is erasing the unique character and sense of place of the neighborhoods.

Intent

The purpose of the Wedgewood-Houston Chestnut Hill UDO is to preserve the essential, defining qualities of the Wedgewood-Houston and Chestnut Hill neighborhoods while addressing increasing demand for residential capacity in the area.

The UDO outlines a carefully calibrated approach to neighborhood development, focused on contextual growth over time. In addition, it prioritizes flexibility and diversity in housing by incentivizing small multi-unit developments in specific places compatible with the existing urban fabric.



Recent residential development trends focus on maximizing entitlements, resulting in a built form incompatible with the characteristic scale of the neighborhood. These large, single-family homes exacerbate the systemic housing issues - such as lack of diverse and affordable housing options - that plague Nashville's urban neighborhoods.

Goals

- Provide a framework for a contextual urban neighborhood change in Nashville that prioritizes housing affordability & diversity & sustainable growth.
- Guide flexibility in housing in Chestnut Hill and Merritt-Southgate to address housing demand and affordability.
- Preserve the small scale, single family character of the Fall-Hamilton neighborhood (Southgate to Wedgewood Ave) while allowing for some compatible infill.
- Encourage 2nd Ave South to continue to develop as a vital corridor.
- Support the development of mixed-use neighborhood centers at the intersections of 2nd Ave South with Hart St and Chestnut St.

how to use this document



1. **Find relevant zoning** by address, parcel #, or owner on Metro's Parcel Viewer: https://maps.nashville.gov/ParcelViewer/
2. **Refer to the UDO standards** in this document (p.8-11). All parcels within the UDO boundary are subject to these general standards.
3. **Find the applicable character area standards** (p.12-13). Utilize the UDO framework map on p. 6 to determine the appropriate character area. Every parcel within the UDO will fit into one of the five character areas.
4. **Ensure the proposed design & use fit the site.** Refer to the building type standards (p.14-15). Some building types will not be appropriate or well-suited for every location.

Discrepancies between Character Area Standards & Building Type Standards

Height and setback are standards that reside within the Character Area ***and*** Building Type sections of the UDO. In some instances these standards might conflict.

In the case of a discrepancy of a standard residing in multiple sections of this document, ***the more conservative, or limiting, standard shall be used***.

That is, if there is a discrepancy between the Character Area & Building Type standards on setback, ***the greater resulting setback*** of the two shall be used. If there is a discrepancy between the two sections for measuring height, ***the shorter resulting height*** shall be used.

COMPLIANCE PROVISIONS

1. Full compliance with the standards of the UDO shall be required when any property within the UDO boundary is redeveloped or vacant property is developed.
2. When a building's occupiable square footage is being expanded, the expansion shall be in compliance with all applicable UDO development standards.
3. When a new structure is built on a lot with multiple structures, the new structure shall be in compliance with all applicable UDO development standards.

RESIDENTIAL ENTITLEMENTS

All residential properties within the UDO boundary and the RM20-A-NS zoning district are entitled to two dwelling units that comply with UDO standards. Properties 5445 sq. ft. and larger shall be entitled to more than two units that comply with UDO standards at a rate of twenty dwelling units per acres.

Projects proposed on lots less than 30 ft wide or 100 ft deep shall be considered through the modification process.

OVERLAPPING CODE & PLANS

Base zoning district standards, including those within the Urban Zoning Overlay (UZO), that are not varied by the provisions set forth in the Wedgewood-Houston Chestnut Hill Urban Design Overlay shall apply as appropriate to all property within the UDO boundary.

If a property is zoned Specific Plan (SP) or Planned Unit Development (PUD) then all standards contained within the SP or PUD shall apply. The UDO standards shall apply for any standards not addressed in the SP or PUD.

PROCESS

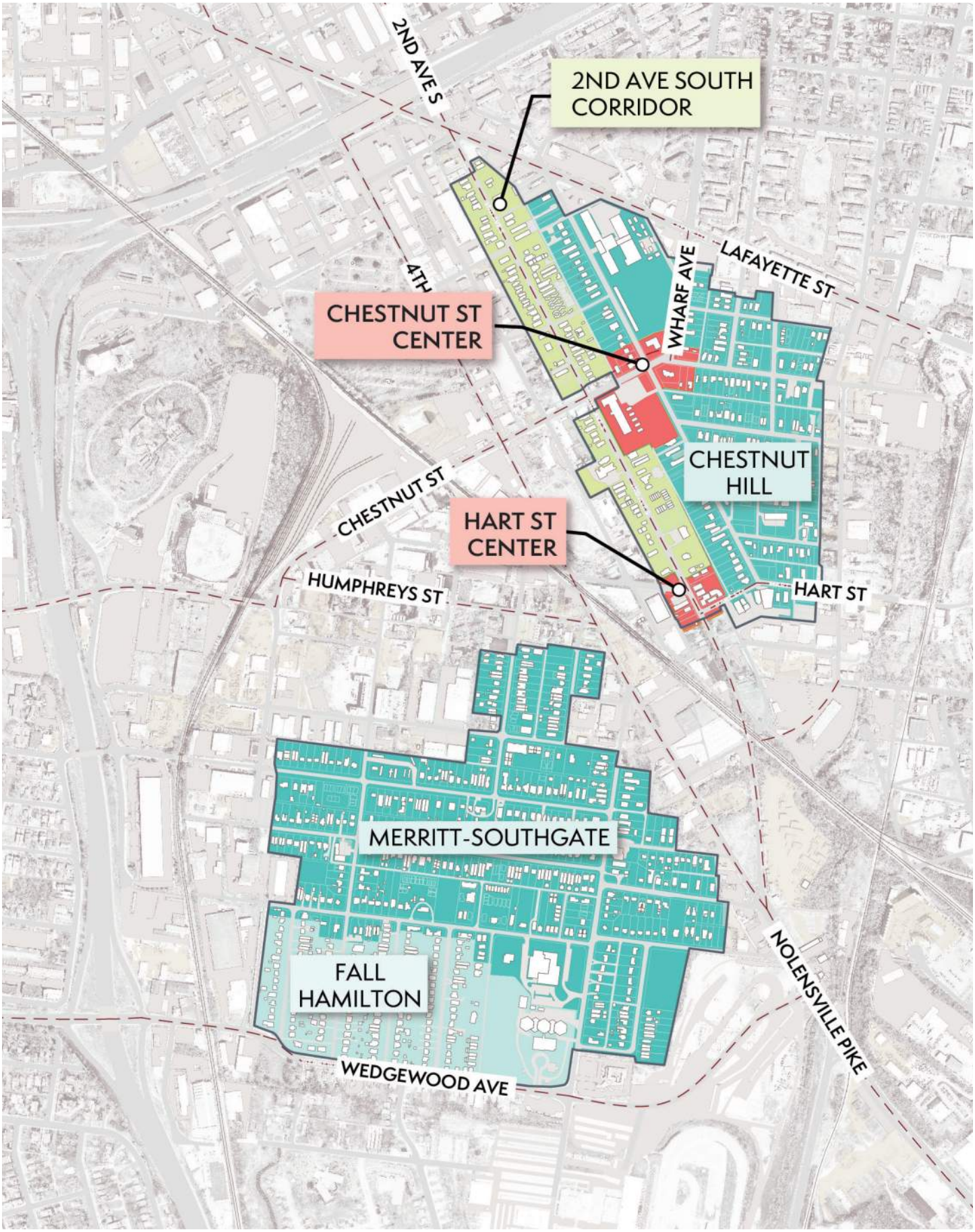
Prior to applying for a building permit, applicants shall apply for a UDO "Final Site Plan" application with the Planning Department. The "Final Site Plan" shall be reviewed and approved by all departments prior to the issuance of the building permit.

Applicants are encouraged to contact Metro planning staff early in the design process for a pre-application meeting. Where physical constraints exist on a site within the UDO, the planning staff may review alternate design solutions that achieve the intent of the UDO.

Existing nonconforming structures can be modified or remodeled as long as the new construction does not allow the structure to become more noncompliant with the UDO standards contained herein.

Following the approval of the FInal Site Plan, a Final Plat may be required to establish lots, rights-of-way and easements.

UDO framework map



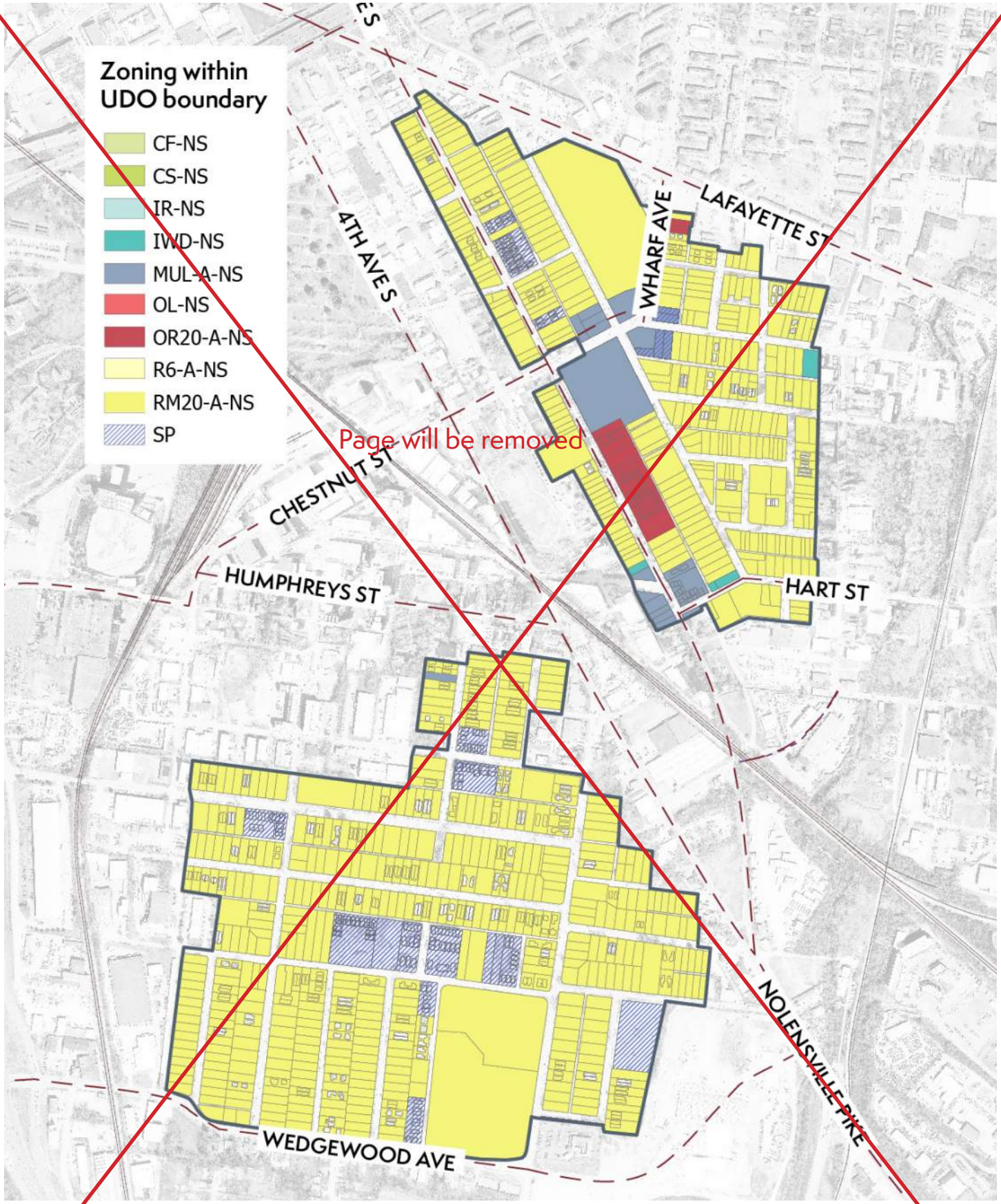
MODIFICATIONS

Based on site-specific issues, modifications to the standards of the UDO may be necessary. Any standard within the UDO may be modified, insofar as the intent of the standard is being met; the modification results in better urban design for the neighborhood as a whole; and the modification does not impede or burden existing or future development of adjacent properties.

Planning Commission or Planning Department staff may approve modifications as follows:

- The Planning Department staff may approve minor modifications, those containing deviations of 20 percent or less.
- Major modifications, deviations of more than 20 percent, will be considered by the Planning Commission.

The UDO framework map establishes the geographic boundaries of the five unique character areas comprising the WHCH UDO - The neighborhoods of Fall-Hamilton, Merritt-Southgate, & Chestnut Hill; the Chestnut St & Hart St centers; & the 2nd Ave South corridor. Each property within the UDO fits into one of these character areas.



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Zoning reflects the intent of the UDO. Neighborhoods are composed of multi-family residential properties with mixed-use neighborhood centers at Chestnut St and Hart St in Chestnut Hill.

part 3: **UDO standards**

UDO standards are applicable to all properties within the WHCH UDO boundary, regardless of character area or building type. They shall be used in conjunction with the guidelines outlined in *part 4: character area standards* and *part 5: building type standards*.

SITE CONFIGURATION	
lot dimensions	A lot, once aggregated, shall be no more than 120 ft wide.
frontage	» Primary structures shall front onto a public street (excludes alleys) » When a property fronts more than one street, such as corner lots, primary structures should prioritize fronting MCSP designated streets over local streets.
ACCESS AND PARKING	
pedestrian access	Pedestrian access shall be provided from any primary entrance to the primary street frontage.
visitability	Properties with four or more units must have at least one unit that is visitable. A unit is visitable when it meets the following requirements: » one zero step (ADA accessible) entrance » one door with 32" minimum clear passage space » one wheelchair accessible bathroom on the main floor
vehicular access	» Vehicular access is relegated to alleys for all properties adjacent to alleys » For properties without alley access, driveways are limited to one per lot per public street frontage.
driveways & parking	» Driveways and parking pads shall be contained within the side or rear setback. » Driveways loading from the primary street shall be no more than 12 ft wide. » No parking pads, pervious or impervious, are permitted in the established front setback in front of the structure. » ~~Parking areas that accommodate 4 or more vehicles shall be separated from building facades a minimum of 8 feet.~~
bicycle parking	» Multi-family residential development shall provide covered bicycle parking at a minimum of 2 spaces or 1 space per unit, whichever is greater. » Non-residential development shall provide publicy visible and accessible bicycle parking per Metro code.



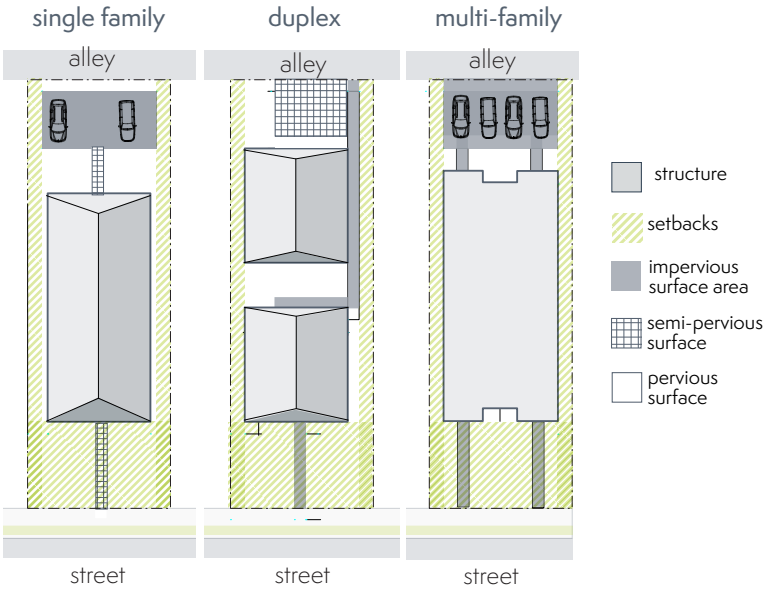
LANDSCAPE	
design standards	» Tree and shrub species shall be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List. » Low Impact Development strategies shall be used for hardscaped areas, to maximize on-site infiltration of stormwater per *Metro Low Impact Development Manual*.
street trees	» When sidewalks are required as part of right-of-way improvements, street trees shall be planted within the furnishing zone of the sidewalk. These trees will count towards a project's TDU requirements. » When overhead utilities are present, understory trees shall be planted, spaced every 20 ft. » When overhead utilities are not present, canopy trees shall be planted, spaced every 30 ft.
screening	Service and utility elements including, but not limited to, waste, recycling, loading, and maintenance facilities, as well as HVAC, meters, trasnformers, panels, and other mechanical equipment, shall be located out of view and/or screened from public streets
bioretention	» Planted bioretention facilities (raingardens, bioswales, etc) shall not be located in the frontage zone or front yard. » Planted bioretention facilities may be planted in the furnishing zone within the right-of-way at the discretion of Public Works and the Urban Forester.

ALL STRUCTURES	
height	» Height shall be measured from the average natural grade at the front property line to the roof ridge or parapet. ~~(Refer to p.17)~~ » Basements are not considered stories for the purpose of determining building height in stories.
mezzanines	» A mezzanine, regardless of the percentage of floor area it encompasses, shall be considered a full story.
materials	» On all public streets, structures must be built or clad with a durable and high finish material that does not terminate at the building corner. Material must wrap around the building corner a minimum of 10 feet. » EIFS cladding systems are not permitted within the UDO.
horizontal to vertical ratio	No structure shall exceed a vertical to horizontal ratio of 1.5 to 1.
porches	Front porches shall be no less than 6 ft deep and 7 ft wide.
shutters	Shutters shall be sized appropriately; that is, the width of a single shutter shall equal 1/2 the width of the corresponding window.
fences & walls	» Fences and walls shall be constructed of durable, high quality materials such as wood, stone, masonry, or metal. » Chain link and razor wire are not permitted. » Fences and walls within the front setback shall not exceed 4 ft in height. » Fences and walls along rear lot lines and along side property lines not fronting a public street shall not exceed 7 ft.

DETACHED & ACCESORY STRUCTURES	
~~**Detached Accessory Dwelling Units (DADUs)**~~	» ~~Detached accessory dwelling units shall com)ply with the building type standards for detached duplexes (refer to p.14-15).~~ » ~~DADUs shall comply with the appropriate character area standards for duplexes (refer to p.12-13)~~
garages	» For lots with alley access, garage doors, whether attached or detached, shall face the side or rear property line. » **For lots without alley access and where a primary structure directly blocks the view of a rear garage from the street, the doors of that rear garage may face the front.**
buffer distance	» 20 ft spacing is required between **front-to-back** detached structures, ~~except in the case of cottage court multi-family development, in which case a 10 ft minimum spacing is required.~~ » **6 ft spacing is required between side-by-side structures that do not share a common wall.**

part 4: **character area standards**

Character area standards are applicable to all properties within a specific neighborhood, neighborhood center, or corridor, as defined in the UDO. They shall be used in conjunction with the guidelines outlined in *part 3: general area standards* and *part 5: building type standards*.



Character area standards organize guidelines for impervious surface area, height, and setback by residence type to create a pattern that allows for contextual and character-sensitive residential development within a neighborhood, corridor, or neighborhood center.

Restricted Building Types by Character Area

	neighborhoods			neighborhood centers		corridor
	Fall Hamilton	Merritt Southgate	Chestnut Hill	Chestnut Street	Hart Street	2nd Ave South
single family	P	P	P	P	P	P
stacked duplex	P	P	P	P	P	P
attached duplex	P	P	P	P	P	P
detached duplex	P	P	P	P	P	P
row house	R	R	R	P	P	P
triplex	R	R	R	P	P	P
small multiplex	NC	R	R	P	P	P
stacked fourplex	NC	R	R	P	P	P
cottage court	NC	R	R	P	P	P
live/work	NC	R	R	P	P	P
mixed-use	NC	NC	NC	P	P	NC
civic & religious	P	P	P	P	P	P

P=Permitted.

R=Restricted. Building type is restricted to properties with minimum lot dimensions outlined in Building Type Standards.

NC=Not Compliant. Building type is not permitted in this character area.

	single family	duplex	multi-family
Fall Hamilton neighborhood			
max ISR	~~0.4~~ 0.50	~~0.4~~ 0.55	~~0.55~~ 0.65
maximum height	The average height of adjacent ~~single family homes~~ residential structures plus ~~5~~ 6 ft* to a maximum of 2 stories in 30 ft;		The average height of adjacent ~~single family homes~~ residential structures plus 8 ft* to a maximum of 2.5 stories in 35 ft.
foundation height	18-36" above average street grade at property		
minimum front setback	average setback of adjacent ~~single family homes~~ residential properties		
minimum side setback	5 ft	~~7~~ 5 ft	~~refer to relevant building type~~ 5 ft min. Refer to building type standards.
Merritt-Southgate neighborhood			
max ISR	~~0.5~~ 0.60	~~0.5~~ 0.65	~~0.65~~ 0.75
max height ~~(maximum roof elevation)~~	~~The average height of adjacent single family homes plus 5 ft*;~~ ~~2.5~~ 3 stories ~~max~~ and 45 ft. Primary structure(s): 3 stories and 45 ft. Accessory structures & DADUs: Refer to Notes on Character Area Standards (p.17)		~~The height of adjacent single family homes plus 8 ft*;~~ 3 stories and 45 ft. A 4th story may be granted for flats or other multi-family projects through the modification process.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
minimum front setback	average setback of adjacent single family homes		average setback of adjacent properties
side setback	5 ft		~~refer to relevant building type~~ 5 ft min. Refer to building type standards.
Chestnut Hill neighborhood			
max ISR	~~0.4~~ 0.50	~~0.4~~ 0.55	~~0.6~~ 0.65
max height	The average height of adjacent ~~single family homes~~ residential structures plus ~~5~~ 6 ft* to a maximum of 2.5 stories in 35 ft.		The average height of adjacent ~~single family homes~~ residential structures plus 8 ft to a maximum of 2.5 stories in 35 ft.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
minimum front setback	average setback of adjacent single family homes		average setback of adjacent properties
side setback	5 ft	~~7 ft~~ 5 ft	~~refer to relevant building type~~ 5 ft min. Refer to building type standards.

	single family	duplex	multi-family	mixed-use
Chestnut Street neighborhood center				
max ISR	~~0.5~~ 0.60	~~0.5~~ 0.65	0.8	0.8
max height	The average height of adjacent ~~single family homes~~ structures plus ~~5~~ 6 ft to a maximum of 2.5 stories in 35 ft.		3 stories in 45 feet. A 4th story may be granted for multi-family projects through the modification process. ~~40 ft~~	
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade	
min. front setback	average setback of adjacent properties			
side setback	5 ft		~~refer to relevant building type5 ft~~ none required	
Hart Street neighborhood center				
max ISR	~~0.5~~ 0.60	~~0.5~~ 0.65	0.8	0.8
max height	The average height of adjacent ~~single family homes~~ structures plus ~~5~~ 6 ft to a maximum of 2.5 stories in 35 ft.		~~3 stories 40 ft~~ 3 stories in 45 feet. A 4th story may be granted for multi-family projects through the modification process.	
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade	
min. front setback	average setback of adjacent properties			
side setback	5 ft		~~refer to relevant building type 5 ft~~ none required	

2nd Ave South corridor			
max ISR	~~0.5~~ 0.60	~~0.5~~ 0.65	0.8
max height	The average height of adjacent ~~single family homes~~ structures plus 6 ft to a maximum of 2.5 stories in 35 ft.		3 stories. A 4th story may be granted for multi-family projects through the modification process.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
min. front setback	average setback of adjacent properties		
side setback	5 ft		~~refer to relevant building type~~ 5 ft min. Refer to building type standards.



Notes on Character Area Standards

1. **Adjacent** ~~single family homes~~ **residential structures** are the most immediate ~~single-family or duplex~~ residences on either side of a property ~~AND across the street~~. ~~Only three relative properties shall be utilized for the calculation: the nearest house to the left, the nearest house to the right, and the house most immediately across the street from the primary frontage.~~

~~For corner lots, adjacency shall include properties immediately across public right-of-way from a side property line, if no adjoining parcel exists.~~

2. **Height** shall be measured from the average natural grade of the front property line to the roof ridge or parapet. The average natural grade of the front property line shall be determined by calculating the mean elevation of the two front corners of a property boundary prior to grading.
3. **Natural grade** is the base ground elevation prior to grading.
4. Height of Accessory Structures and DADUs: The top elevation of an accessory structure shall not exceed the top elevation of the principal dwelling.
5. **A mezzanine**, no matter the percentage of floor area it encompasses, shall be counted as an individual story.
6. **ISR** or impervious surface ratio is calculated by taking the total square footage of all impervious surfaces. (roof area & pavement) and dividing that by the area of the property.

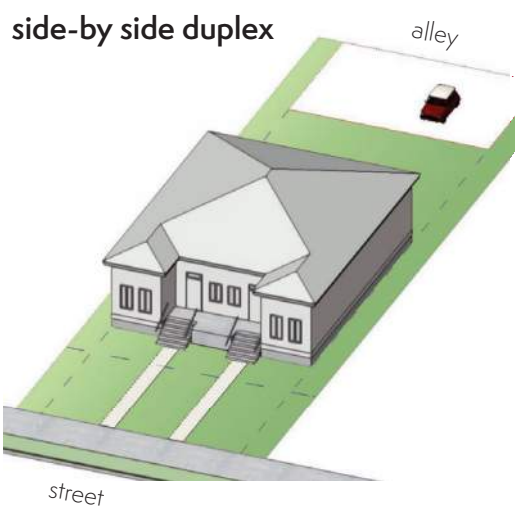
Notes on Mixed-Use Districts and Neighborhood Centers

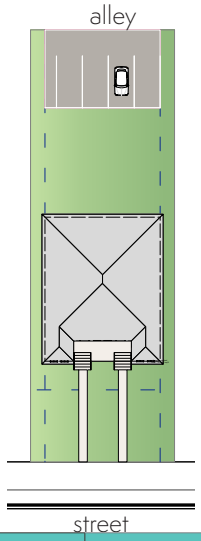
1. In mixed-use zoning districts, multi-family residential square footage within mixed-use buildings shall not count toward FAR limitations.
2. In mixed-use zoning districts, there shall be no step-back requirements.
3. The UDO does not preclude the future development of neighborhood centers in Merritt-Southgate (Character Area 2a of the 2019 Planning Study). However, a rezoning would be required for the implementation of neighborhood retail on property in a residential zoning district.
4. Any proposed neighborhood center shall be subject to the criteria outlined in the 2019 Planning Study: "While neighborhood centers may be appropriate at certain intersections within subdistrict 2a, they should be sensitive to characteristics found in the immediate surroundings such as scale, setback, roof form, proximity, and height" (p.35).

part 5: **single and two family building type standards**

Building type standards are applicable to the specific building types allowed within the UDO. They shall be used in conjunction with the guidelines outlined in *part 3: general area standards* and *part 4: character area standards*.

side-by side duplex





Building type standards outline guidelines for zoning, massing, loading, and density by building type in order to ensure that appropriate buildings are designed for parcels of particular sizes and locations within the UDO.

These diagrams show the standards for side-by-side and stacked duplexes applied to a standard 50x150 ft lot with alley access.

	SINGLE FAMILY	STACKED DUPLEX	ATTACHED DUPLEX*
permitted loading	front or alley°	front or alley°	front or alley°
min. lot width	30 ft	30 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
~~max dwelling units~~	~~1~~	~~2~~	~~2~~
parking ratio**	1 per unit	1 per unit	1 per unit
~~front setback~~	~~Varies by context. Refer to character area standards (p.12-13)~~		
min. side setback	5 ft	~~7 ft~~ 5 ft	~~7 ft~~ 5 ft
~~min. rear setback~~	~~30 ft~~	~~20 ft~~	~~20 ft~~
~~max height~~	~~24 ft~~	~~32 ft~~	~~2.5~~
~~max floors~~	~~2~~	~~2.5~~	~~2.5~~

*Attached duplexes may be side-by-side or front-to-back.

**Reductions in parking requirements may be pursued through the modification process.

~~**Detached Acessory Dwelling Units (DADU's) shall comply with the standards for Detached Duplexes.~~

	SIDE-BY-SIDE DUPLEX	FRONT- TO-BACK DUPLEX	CARRIAGE HOUSE+×
permitted loading	front or alley°	front or alley°	front or alley°
min. lot width	30 ft	30 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
~~max dwelling units~~	~~1~~	~~2~~	~~2~~
parking ratio**	1 per unit	1 per unit	1 per unit
~~front setback~~	~~Varies by context. Refer to character area standards (p.12-13)~~		
min. side setback	5 ft	~~7 ft~~ 5ft	~~7 ft~~ 5 ft
~~min. rear setback~~	~~30 ft~~	~~20 ft~~	~~20 ft~~
~~max height~~	~~24 ft~~	~~32 ft~~	~~2.5~~
~~max floors~~	~~2~~	~~2.5~~	~~2.5~~

Notes on Carriage Houses and Rear Structures

1. Metro Zoning Code has a use called Detached Accessory Dwelling Units (DADUs). The building type commonly associated with this use is referred to as "Carriage House" within the UDO.
2. The standards of this UDO supercede the requirements of 17.16.030.G.
3. A carriage house can be an independent structure or it can be a dwelling unit above a garage, or it can be attached to a workshop or other accessory structure on the same lot as the principal structure.
4. The top elevation of the carriage house and/or rear structure(s) in a front-and-back lot configuration shall not exceed the top elevation of the principal dwelling.
5. The carriage house and/or rear structure(s) in a front-and-back lot configuation shall maintain a proportional mass, size, and height to ensure it is not larger than or extends into the side setback of the principal structure on the lot.
6. The carriage house and/or rear structure(s) in a front-and-back lot configuration shall be of similar or complementary style, design and material as used for the principal structure and shall use similar or complementary architectural characteristics, including roof form and pitch, to the existing principal structure.
7. Carriage houses with a second story dwelling unit shall enclose the stairs interior to the structure and properly fire rate them per the applicable life safety standards found in the code editions adopted by the Metropolitan Government of Nashville.

	ROW HOUSE	TRIPLEX	SMALL MULTIPLEX	STACKED FOURPLEX	COTTAGE COURT
loading	alley⁺	front or alley°	alley	alley	alley
min. lot width	75 ft	40 ft	75 ft	50 ft	100 ft
min. lot depth	100 ft	100 ft	100 ft	120 ft	150 ft
max dwelling units	~~9~~	~~3~~	~~8~~	~~4~~	~~10~~
parking ratio**	1 per unit	1 per unit +1	1 per unit + 1 for 2-5 units; 1 per unit + 2 for 5+ units	1 per unit + 1	1 per unit + 1 for 2-5 units; 1 per unit + 2 for 5+ units
~~front setback~~	~~Varies by context. Refer to character area standards (p.12-13)~~				
min. side setback	~~10 ft~~ **7 ft**	7 ft	7 ft	5 ft	5 ft
~~min rear setback~~	~~20 ft~~	~~20 ft~~	~~20 ft~~	~~30 ft~~	~~10 ft~~
~~max height~~	~~32 ft~~	~~32 ft~~	~~28 ft~~	~~28 ft~~	~~18 ft for detached units; 30 ft for attached units~~
~~max floors~~	~~3~~	~~3~~	~~2.5~~	~~2.5~~	~~1.5 for detached units; 30 for attached units~~

**Reductions in parking requirements may be pursued through the modification process.

⁺Front loading may be pursued for rowhouse properties with three or fewer dwelling units through the modification process.

°Dependent upon alley access. Refer to p.8-9.

part 5: **mixe-use & non-residential building type standards**

Three non-residential building types are included witin the UDO standards. These types shall be permitted where they are compatible with base zoning and compliant with character area standards.

	LIVE/WORK	MIXED-USE *	NON-RESIDENTIAL USES
~~min. zoning~~	~~RM15A-NSTR~~	~~MUN-A~~	~~R6A-NSTR~~
loading	alley	alley or secondary street frontage*	front or alley
min. lot width	75 ft	50 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
~~max dwelling units~~	~~9~~	~~10~~	~~not applicable~~
parking ratio)	1 per unit + 1 for 2-5 units; 1 per unit +2 for >5 units		refer to zoning code
~~front setback~~	~~Varies by context. Refer to character area standards~~		
min. side setback	~~10 ft~~ 7ft	~~5 ft~~ none required	~~7 ft~~ 5 ft
~~min. rear setback (primary structure)~~	~~Varies by context. Refer to character area standards~~		
min first floor height (if more than 1 story)	12 ft	12 ft	n/a
~~max height~~	~~36 ft~~	~~40 ft~~	~~24 ft~~
~~max floors~~	~~3~~	~~4~~	~~2~~

*Mixed-use buildings shall be permitted within the Chestnut St and Hart St Neighborhood Centers on properties zoned MUL-A-NS or MUN-A-NS.

Appendices

Appendices have been removed & relocated to the website as separate documents.

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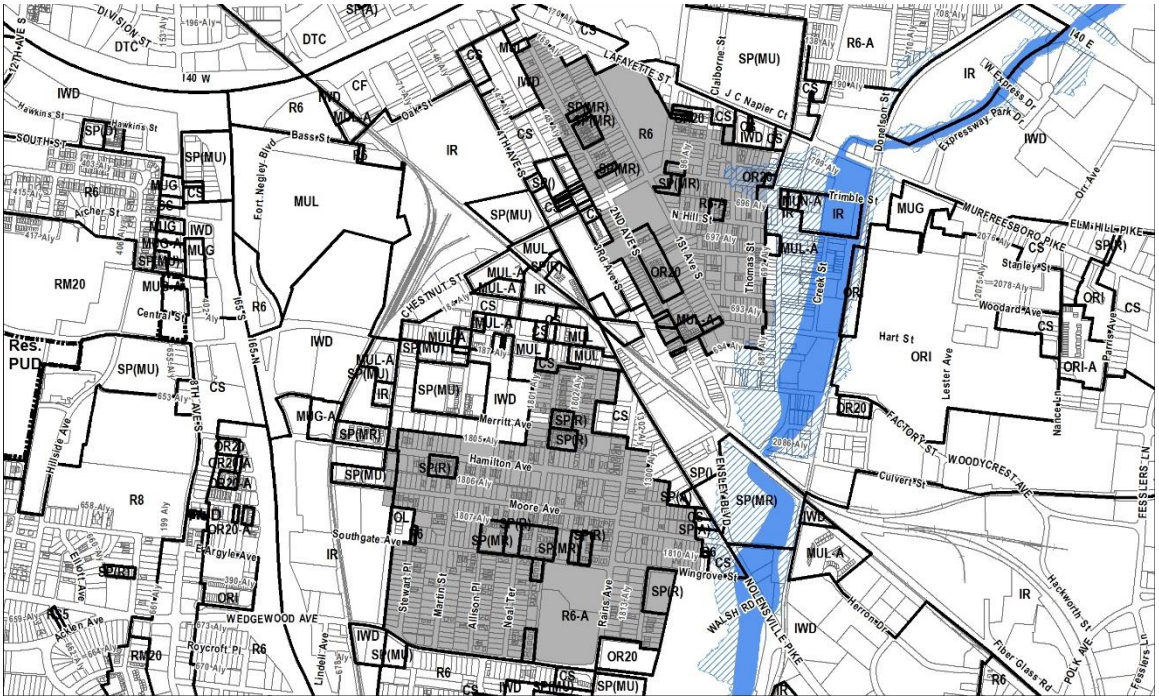
Map 105-11-1-K, Parcel(s) 001-002, 900
Map 105-11-1-L, Parcel(s) 001-002, 900
Map 105-11-1-M, Parcel(s) 001-002, 900
Map 105-11-1-N, Parcel(s) 001-002, 900
Map 105-11-1-O, Parcel(s) 007-042, 044-049, 900
Map 105-11-1-P, Parcel(s) 001-002, 900
Map 105-11-2-A, Parcel(s) 001-002, 900
Map 105-11-2-B, Parcel(s) 001-002, 900
Map 105-11-2-C, Parcel(s) 001-002, 900
Map 105-11-2-D, Parcel(s) 001-007, 019-029, 031-058, 900-901
Map 105-11-2-E, Parcel(s) 001-002, 900
Map 105-11-2-F, Parcel(s) 001-002, 900
Map 105-11-2-G, Parcel(s) 001-002, 900
Map 105-11-2-H, Parcel(s) 001-002, 900
Map 105-11-2-I, Parcel(s) 001-002, 900
Map 105-11-3-B, Parcel(s) 001-002, 900
Map 105-11-3-F, Parcel(s) 001-002, 900
Map 105-11-3-G, Parcel(s) 001-002, 900
Map 105-11-3-K, Parcel(s) 001-002, 900
Map 105-11-4-A, Parcel(s) 001-002, 900
Map 105-11-4-B, Parcel(s) 001-002, 900
Map 105-11-4-D, Parcel(s) 001-002, 900
Map 105-12, Parcel(s) 004-009
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Fee waived by Council

A request to apply an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), requested by Councilmember Colby Sledge, applicant; various property owners.



File #: BL2021-636, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Map & Parcel no. /Owner: Map 081-11, Parcel(s) 598, Pete Connerth, Pete Connerth
Application fee paid by: Peter Connerth
Requested by: Pete Connerth

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

> By changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Vehicular access shall be limited to alley.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. _____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Vehicular access shall be limited to alley.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.

3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

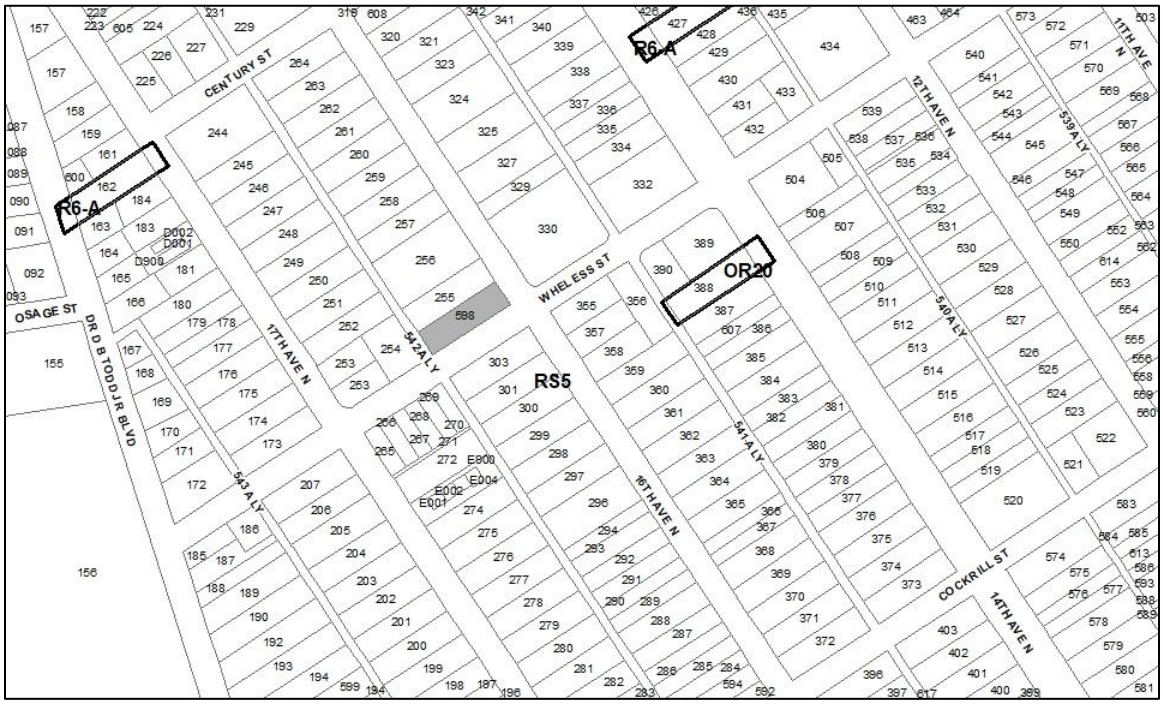
INTRODUCED BY:

_____

Councilmember Brandon Taylor

2020SP-029-001
1604 WHELESS STREET SP
Map 081-11, Parcel(s) 598
Subarea 08, North Nashville
District 21 (Taylor)
Application fee paid by: Peter Connerth

A request to rezone from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, requested by Pete Connerth, applicant and owner.



1604 Wheless Street (SP)

Development Summary	
SP Name	1604 Wheless Street SP
SP Number	2019SP-029-001
Council District	21
Map & Parcel	Map 080-11, Parcel 598

Site Data Table	
Site Acreage	0.2 ac
Existing Zoning	RS5
Proposed Zoning	SP-R
Allowable Land Uses	All uses permitted by R6-A

Specific Plan (SP) Standards

1. Uses within this SP shall be limited to all uses permitted by the R6-A zoning district.
2. If two-family residential is proposed, the units shall be fully detached. One unit shall be oriented to 16th Avenue North and the other unit shall be oriented to Wheless street.
3. If a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
4. A corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.
5. Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
6. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.

Proposed Regulatory SP

File #: BL2021-637, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

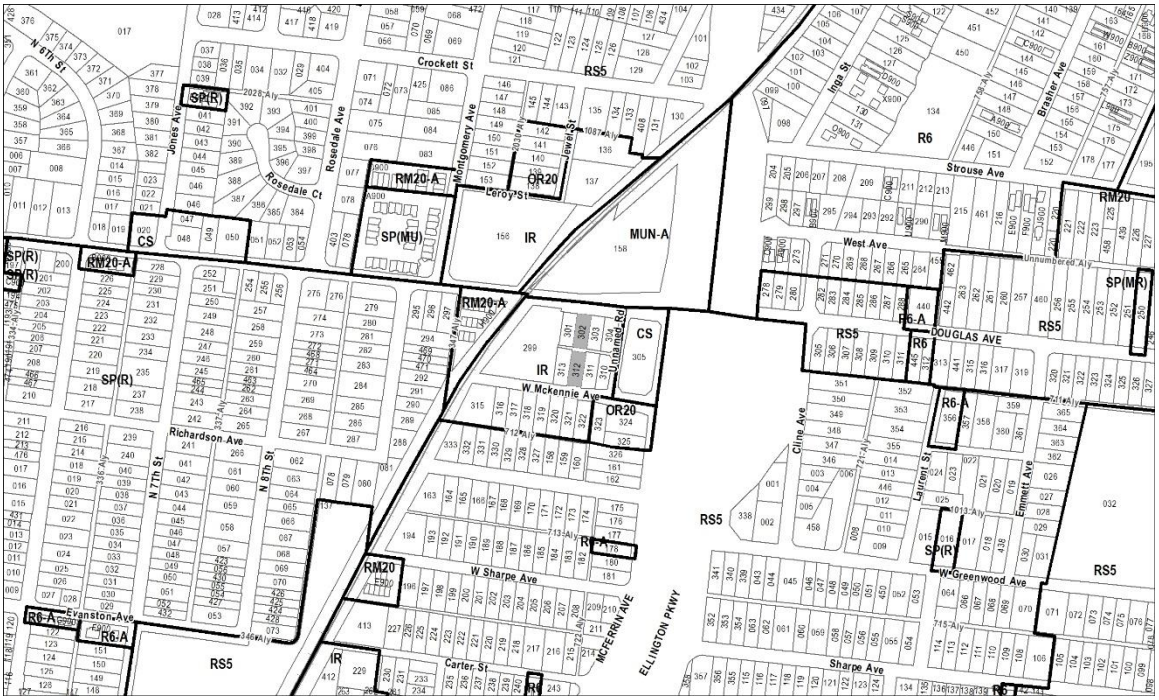
By changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), being Property Parcel Nos. 302, 312 as designated on Map 071-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-002PR-001
Map 071-16, Parcel(s) 302, 312
Subarea 05, East Nashville
District 05 (Sean Parker)
Application fee paid by: Molly Simmons

A request to rezone from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), requested by Douglas Village, LLC, applicant and owner.



File #: BL2021-638, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, being Part of Property Parcel Nos. 013, 014 and Property Parcel No. 242 as designated on Map 022-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 022 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to farm equipment sales and service.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Farm equipment sales and services is defined as: The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
4. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 022, Parcel 242 and Part of Parcel(s) 013-014/Ronald Wwaller and Debora Waller
Requested by: Dale & Associates, Inc.

A Preliminary SP

Kubota at Whites Creek Pike

Case No. 2020SP-045-001
Being Parcels on Tax Map 22
Nashville, Davidson County, Tennessee

Water and Sewer Notes

1. All water and sewer construction shall be in accordance with specifications and standard details of the Metro Water Services.
2. The contractor is responsible for reimbursing the metro water services the cost of inspection.
3. The contractor is to provide and maintain the construction identification sign for private development approved.
4. All connections to existing manholes shall be by coring and resilient connector method.
5. Reduced pressure backflow prevention devices (rpbp) or dual check valve will be required on all test and fill lines (jumper) needed for water main construction and must be approved by the metro water services.
6. All water meters shall be a minimum of 24" not to exceed a maximum of 28" below finished grade.
7. Pressure regulating devices will be required on the customer side of the meter when pressures exceed 100 psi.
8. Pressure regulating devices will be required on the street side of the meter when pressures exceed 150 psi.
9. After completion of the sanitary sewer, the developer is responsible for the televising of the lines prior to final acceptance. The videotaping must be coordinated with the Metro Water Services inspection section. All costs will be borne by the developer.
10. Upon completion of construction of water and/or sewer, the engineer shall provide the Metro Water Services department with a complete set of as-built plans on moist erasable mylars in reverse and in digital (*.dwg) format. Sewer plans shall be sealed by a licensed professional engineer or a registered land surveyor and shall include actual field angles between lines, all actual service lines and tee locations, the distance of the end of the service line to property corners and lines and/or station and offset from sewer centerline to end of service line, the depth to the top of the end of the service line, and shall reflect all alignment and grade changes. Water line plans shall be sealed by a licensed professional engineer or a registered land surveyor and shall include offset distance from the roadway centerline, or property line right of way, line depth, locations of hydrants, valves, reducers, tees and pressure reducing devices where applicable. all drawings must be completed and submitted prior to acceptance of the sewers or water mains into the public system and any connections being made.
11. All water mains must be located within the paved area including all blow-off assemblies.

Landscape Notes

1. The landscape contractor shall coordinate all construction with the appropriate utility company and shall be responsible for and damage to utilities. the landscape contractor shall verify the exact location of all utilities and take precautions to prevent damage to the utilities.
2. All planting and mulch beds shall be sprayed with round-up (contractor's option) prior to the installation of mulch.
3. Plant materials and stumps indicated for removal shall be removed and disposed off-site by the contractor. Backfill holes with topsoil free of roots and rocks.
4. The landscape contractor shall be responsible for the fine grading of all planting areas.
5. All planting areas shall be fertilized with 12#/1000 s.f. of 10-10-10 fertilizer.
6. All planting beds shall have a minimum of 3" depth of shredded hardwood bark mulch.
7. The landscape contractor shall verify all material quantities. In the event of a discrepancy, the quantities shown on the plan will take precedence.
8. The landscape contractor shall provide the owner with written instructions on the proper care of all specified plant materials prior to final payment.
9. Existing trees to remain shall be protected from construction damage. Selectively prune dead wood.
10. All disturbed areas shall be planted with turf as indicated on the materials schedule.
11. All deciduous trees, existing and proposed shall be pruned to provide 4' minimum clear trunk unless otherwise noted.
12. The landscape contractor shall provide a one year warranty on all plant materials and replace any dead or dying material within that time period.
13. No plant materials should be substituted without authorization by Dale & Associates. Plant sizes shown are minimums required by the local municipality and materials shown have been selected specifically for this project.
14. All wire baskets shall be completely removed and disposed of, burlap should be removed or punctured in at least 5 places. Remove all twine from burlapped materials.
15. Guying is not allowed unless required by municipality or site conditions. The landscape contractor shall remove wires after a one year period.
16. No canopy tree shall be located within 15' of an overhead utility. No tree shall be located within a public utility easement. Locating plant materials within a drainage easement is acceptable, but only if installed as not to disturb existing drainage flow. In such instances, the materials shall be located no closer than 5' from the centerline of drainage.
17. Lighting plan to be coordinated with proposed planting plan. no light poles to be located in tree islands. See lighting plan for proposed light locations.

Public Works Notes

1. All work within the public right of way requires an excavation permit from the department of public works.
2. Proof-rolling of all street subgrades is required in the presence of the public works inspector. Inspection of the binder course is required prior to final paving in the presence of the public works inspector. These requests are to be made 24 hours in advance.
3. Stop signs are to be 30 inch by 30 inch.
4. Street signs to have six inch white letters on a nine inch green aluminum blade, high intensity reflective.
5. All pavement marking are to be thermoplastic.
6. The Developer's final construction drawings shall comply with the regulations established by the Department of Public Works in effect at the time of the approval of the Preliminary Development Plan or Final Development Plan or Building Permit, as applicable. Final Design may vary based upon field conditions.
7. Comply with the MPW Traffic Engineer upon the Final Plan to insure adequate sight distance is provided
8. Driveways within the development are to be a minimum of 24 feet wide
9. Final constructions plans shall comply with the design regulations established by the Department of Public Works. Final design and improvements may vary based on actual field conditions.
10. All sidewalks required per the MCSP shall meet MPW standards and are to be within dedicated right of way
11. At driveway access points install ground mounted signs, "Now Entering Private Property"
12. Private hauler will be required for waste/recycle disposal for site.

Phasing

Project to be completed in one phase.

Standard SP Notes

1. The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
2. Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
3. Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
4. This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
5. All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
6. Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
5. The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
6. Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
7. Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
8. Landscaping and tree density requirements per SP 2020SP-045-001
9. Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
10. For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
11. The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
12. The final site plan / building permit site plan shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
13. All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
14. An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S

Standard Right-of-Way: 64

Half of Standard Right-of-Way: 32.00

Bikeway Width: 6.00

Planting Strip Width: 4.00

Sidewalk Width: 8.00

If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.

Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

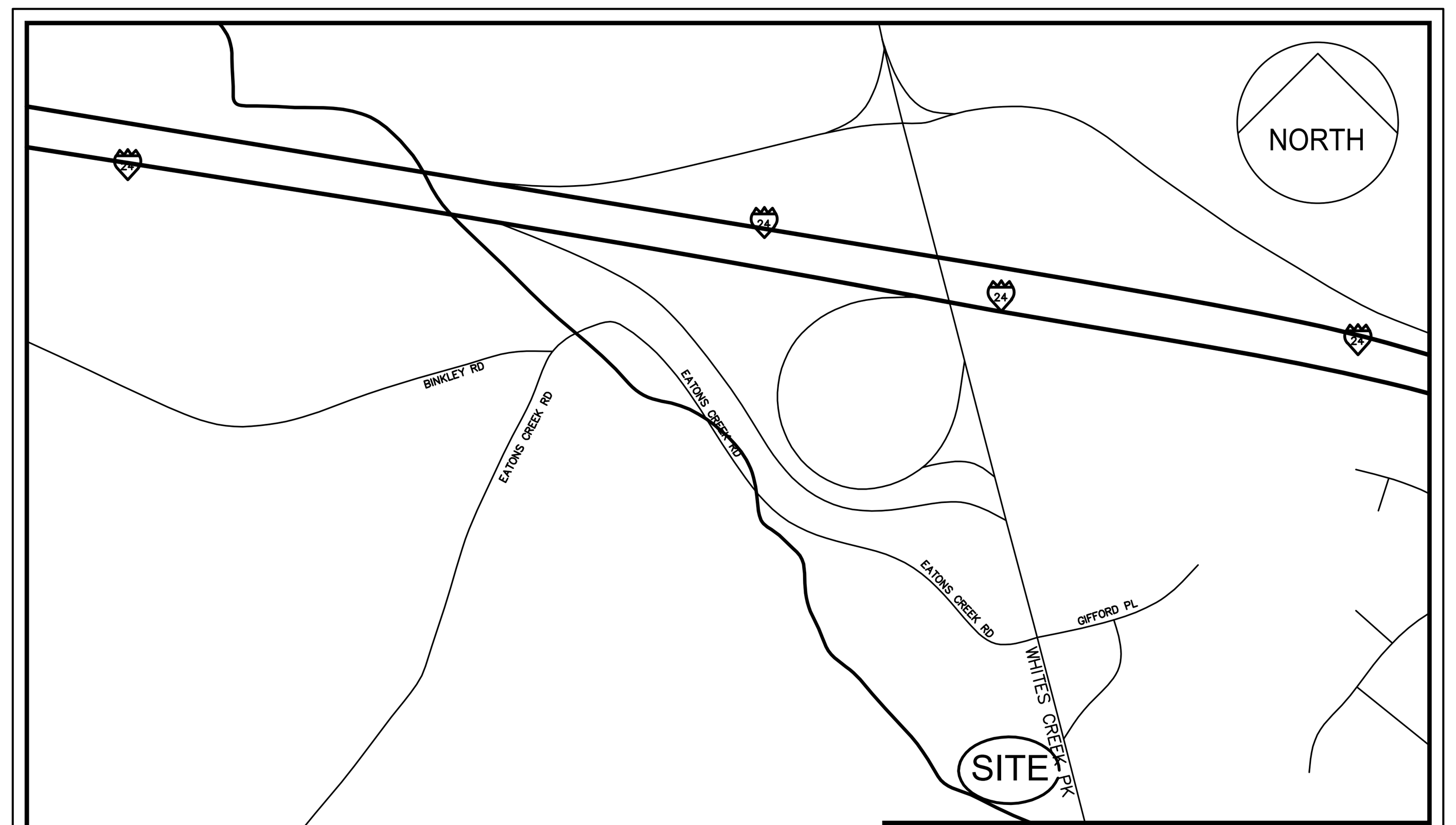
Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

Metro Water Services

Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.



Vicinity Map

GENERAL PLAN CONSISTENCY NOTE

The intent of the current Land Use Policy T2-NC (Transect 2 Rural Neighborhood Center) is to maintain, enhance, and create rural centers that provide services and a mixture of uses for surrounding rural areas. T2 Rural Neighborhood Centers are pedestrian-friendly areas generally located at defined intersections and contain commercial, mixed use, residential, institutional land uses. T2 Rural Neighborhood Centers serve rural neighborhoods within a ten-minute drive. T2 Rural Neighborhood Centers are generally small, not exceeding the four corners of an intersection of prominent rural roads and have access to sewer infrastructure. T2 Rural Neighborhood Center policy areas are generally surrounded by extensive areas of Conservation Policy. While the Conservation policy is applied to environmentally sensitive features such as floodplains and steep slopes, areas outside of these features still drain to streams, creeks, and rivers within watersheds.

This Proposed SP is ideally located within the business center of Joelton and offers an opportunity for residents of Joelton for essential farm equipment sales and sevices for this rural community. The Conservation areas within these parcels are to be preserved and protected.

Stormwater Notes

1. This site is responsible for water quality and water quantity.
2. Design of stormwater features will be provided during the final SP process.
3. Storm sewer system on this plan is shown schematically. Final design will be provided during the final SP process and will meet the requirements of the stormwater management manual.
4. This project will disturb more than 1 acre, therefore, a NOI will be submitted to TDEC during final SP process.
5. This drawing is for illustration purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
6. (Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with storm water management ordinance No. 78/840 and approved by The Metropolitan Department of Water Services.)
7. (The buffer along waterways will be an area where the surface is left in a natural state, and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 - Regulations.)
8. (Metro Water Services shall be provided sufficient and unencumbered access in order to maintain and repair utilities in this site.)
9. (Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15' CMP).

NES Notes

1) NES can meet with developer upon request to determine service options.
2) NES shall be placed in 20'"PUE" along the front of each property.
3) This phase will need to have underground power that will be connected to stubouts from phase 1 and phase 1B.
4) NES follows the National Fire Protection Association rules; Refer to NFPA 70 article 450-27; and NESC Section 15 - 152.A.2 for complete rules (see NES Construction Guidelines under "Builders and Contractors" tab @ www.nespower.com).
5) Final quantity and location of NES equipment to be determined by the NES Engineer after receiving final plans and electrical load information. A preliminary Exhibit 'B' design will be sent to the developer or representatives of the developer for review. Suggestions or requests to the design should be made during this review process. Any changes requiring re-design, after this document has been signed, will be at the developer's expense.
6) Developer's vegetation design shall meet both Metro requirements and NES Vegetation Management requirements/clearances.
7) NES facilities will not be allowed to sit in or to pass through retention areas including rain gardens, bio-retention, bio swales and the like. This includes primary duct between pad-mounted equipment, as well as service duct to a meter or meter center.
8) NES needs electrical load information including any house, irrigation, pump, or compactor services.
9) Postal plan is required before NES's final construction drawings can be approved.
Limited building detail, and/ or building construction information provided. Any additional fire code or access issues will be addressed during the construction permitting process. Future development or construction may require changes to meet adopted fire and building codes.
10)
TO APPLY FOR SERVICE:

DIGITAL COPY: Provide copy of civil site plan on a CD (no pdfs; no x-ref's in .dwg file) registered to the TN State Plane Coordinate System, North American Datum 1983 (NAD83) with NO Datum Adjustment applied. Put data in separate layers and label them for easy identification.

Developer/Engineer will provide one complete set of approved plans by Metro Planning w/ all changes from other departments (fire, storm water, public works, etc…) to NES.

Developer/Engineer to provide a proposed easement drawing for the electric, phone and CATV. .

Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Apply for Residential Subdivision" fill out the form. Then follow the direction for sending the digital drawing and the forms.

Development Summary

Property Information
Map 22 Parcels 242 and part of 13 and 14
7395 Old Hickory Blvd
Nashville, TN 37189
Zoned: R40 and CL
Site Area: 7.66 Ac

Council District 1 - Jonathan Hall

Owners of Record
Ronald Waller
P.O. Box 248
Joelton, TN 37080

Developer
Robert Coleman
550 Alfred Thun Road
Clarksville, TN 37040
Phone: 731-363-9820
Email:scoleman@colemantractor.com

Civil Engineer and Surveyor
Dale & Associates (Roy Dale, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Floodnote
This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47037CO105H dated 4/5/2017.

Electric Service
Nashville Electric Service (NES)
1214 Church Street
Nashville, Tennessee 37246
615.747.6807

Gas Service
Nashville Gas (Piedmont)
615.734.0734

Water and Sewer Service
Metro Water Service
1600 2nd Avenue North
Nashville, TN 37208
615.862.4598

Telephone Service
Bellsouth
866.620.6000

Utility Location
Tennessee One-Call
800.351.1111

Specific Plan Development Summary

Uses	Permitted Uses Limited to Farm Equipment Sale and Services,
"The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandize. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.)".	
Project Area	7.66 Acres
Property zoning: R40 and CL	Surrounding Zoning: CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Sheet Schedule

C1.0 Notes & Project Standards
C2.0 Existing Conditions
C3.0 Proposed Overall SP Layout Without Contours
C4.0 Proposed Overall SP Layout With Contours

ROY M. DALE
REGISTERED ENGINEER
AGRICULTURE COMMERCE
STATE OF TENNESSEE
09/30/20

REV 10/22/20
REV 10/31/20
REV 12/12/20

TENNESSEE ONE CALL SYSTEM, INC.
1-800-351-1111
STOP-CALL BEFORE YOU DIG!

Notes and Project Standards

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166

Case No 2020SP-045-001

C1.0



Existing Conditions

Drawing Date:

Revisions

654

Kubota at Whites Creek Pike

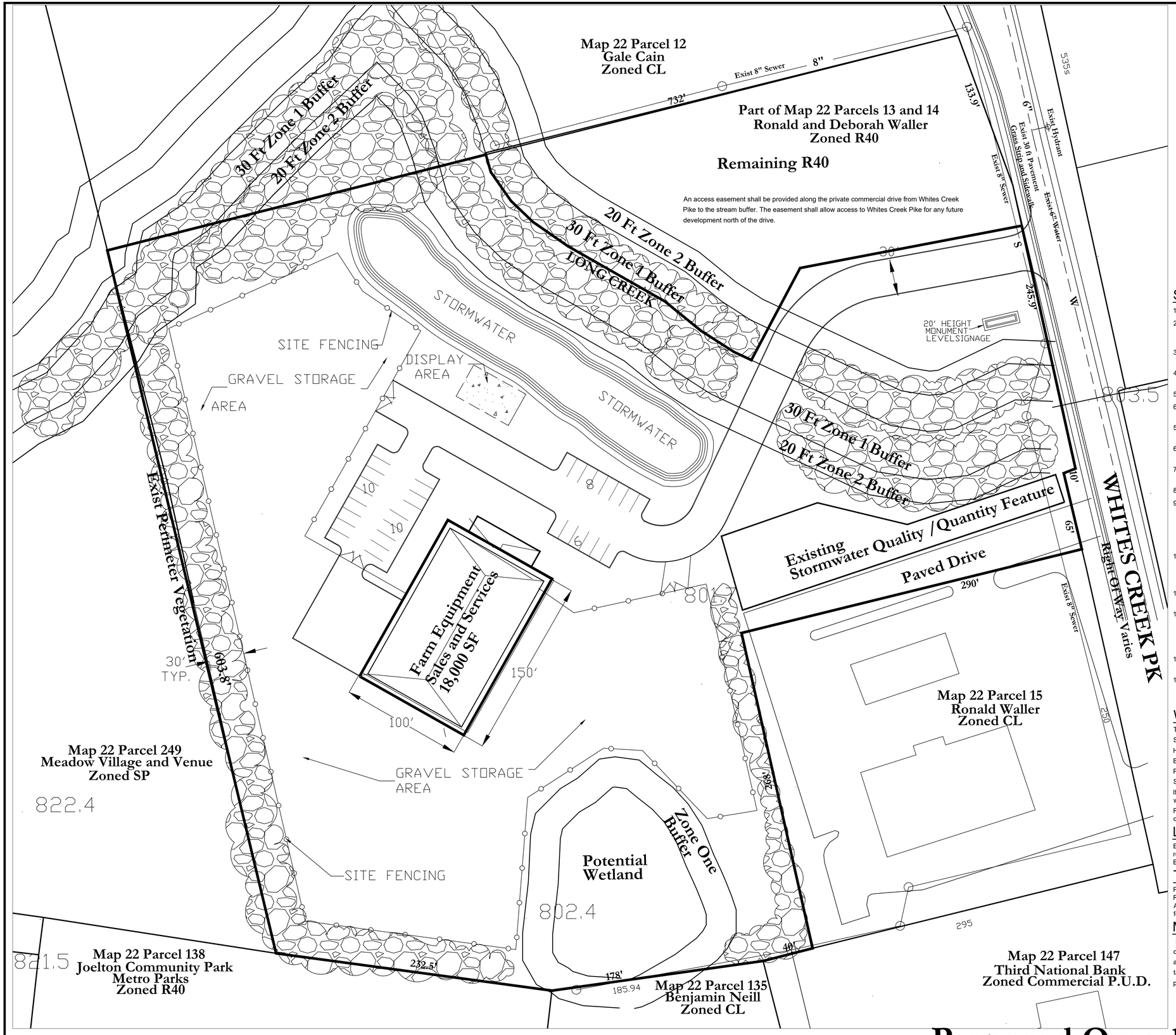
Old Hickory Blvd North
Davidson County, Tennessee

REV 10/22/20
REV 10/31/20
REV 11/18/20

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166

Case No 2020SP-045-001

C2.0



40 0 40 80

Scale 1" = 40'

N W E S

Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services,
"The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandize. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.)".	
Project Area	7.66 Acres
Property zoning: R40 and CL	Surrounding Zoning: CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Standard SP Notes

1. The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
2. Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
3. Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
4. This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
5. All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
6. Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
5. The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
6. Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
7. Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
8. Landscaping and tree density requirements per SP 2020SP-045-001
9. Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
10. For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
11. The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
12. The final site plan / building permit site plan shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
13. All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
14. An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S

Standard Right-of-Way: 64

Half of Standard Right-of-Way: 32.00

Bikeway Width: 6.00

Planting Strip Width: 4.00

Sidewalk Width: 8.00

If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.

Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

Metro Water Services

Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.

Proposed Overal SP Layout

Without Contours

Drawing Date: 655

Revisions

Kubota at Whites Creek Pike

Old Hickory Blvd North
Davidson County, Tennessee

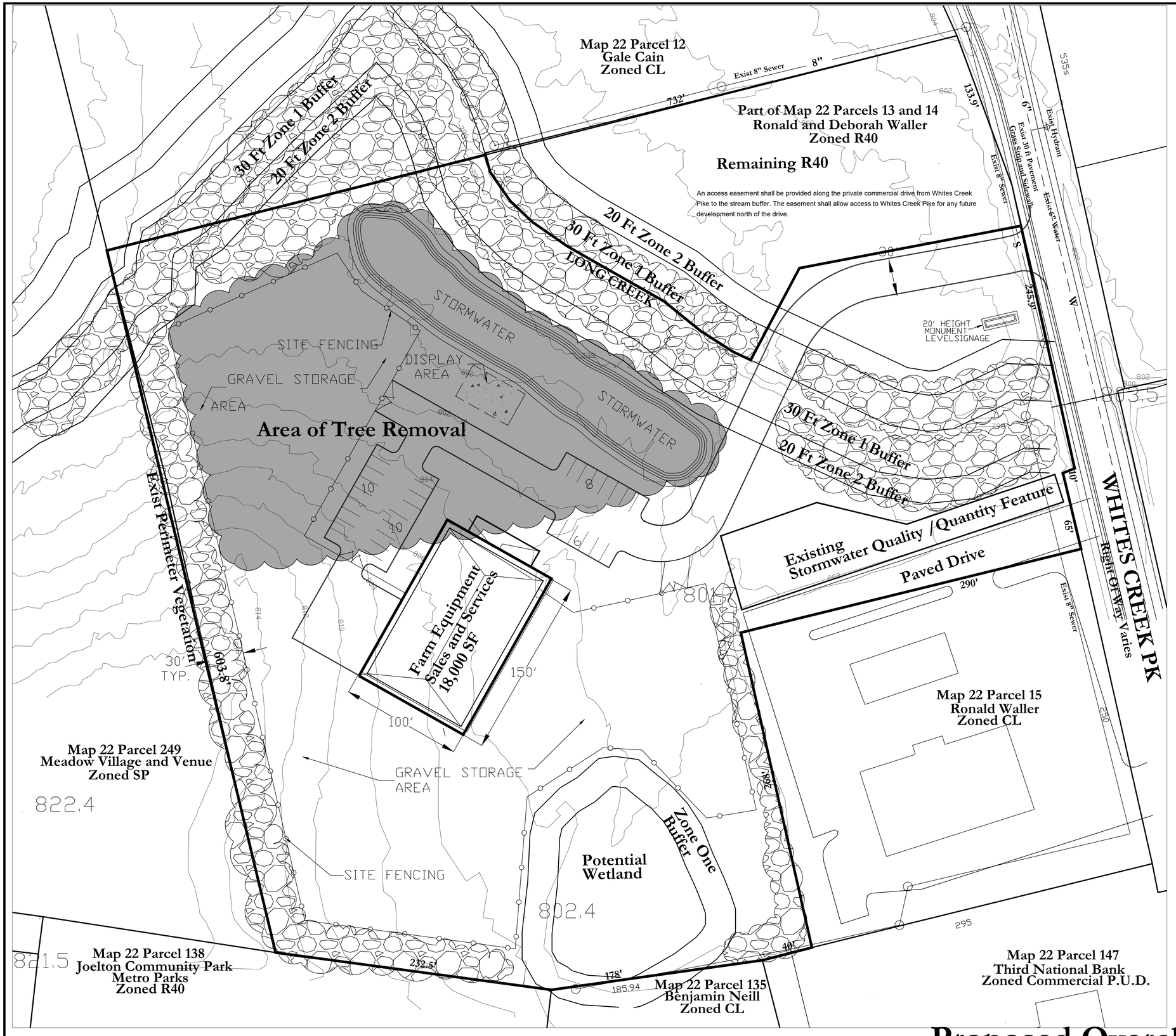
REGISTERED LANDSCAPE ARCHITECT STATE OF TENNESSEE

REV 10/22/20
REV 10/31/20
REV 11/18/20
REV 12/12/20

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166

Case No 2020SP-045-001

C3.0



Note: Site Contains 186,000 SF of Forested Area of which 100,000 SF to be preserved

Proposed Overal SP Layout
With Contours

40 0 40 80

Scale 1" = 40'

N W E S

Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services.

"The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandize. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.)".

Project Area	7.66 Acres
Property zoning: R40 and CL	Surrounding Zoning: CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Standard SP Notes

1. The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
2. Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
3. Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with Storm Water Management Ordinance No. 78-840 & Approved by the Metropolitan Department of Water Services.
4. This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
5. All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
6. Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
5. The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
6. Size driveway culverts per the design criteria set forth by the Metro Stormwater Manual (minimum driveway culvert in Metro right of way is 15" CMP).
7. Metro Water Services shall be provided sufficient & unencumbered ingress & egress at all times in order to maintain, repair, replace & inspect any stormwater facilities within the property.
8. Landscaping and tree density requirements per SP 2020SP-045-001
9. Minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.
10. For any development standards, regulations and requirements not specifically shown on the SP plan and/or included as a condition of commission or council approval, the property shall be subject to the standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
11. The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
12. The final site plan / building permit site plan shall depict required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
13. All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
14. An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S

Standard Right-of-Way: 64

Half of Standard Right-of-Way: 32.00

Bikeway Width: 6.00

Planting Strip Width: 4.00

Sidewalk Width: 8.00

If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.

Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

Metro Water Services

Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.

Drawing Date: 656

Revisions

Kubota at Whites Creek Pike

Old Hickory Blvd North
Davidson County, Tennessee

TOY M. DALE REGISTERED LANDSCAPE ARCHITECT 1295 STATE OF TENNESSEE

REV 10/22/20
REV 10/31/20
REV 11/18/20
REV 12/12/20

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166

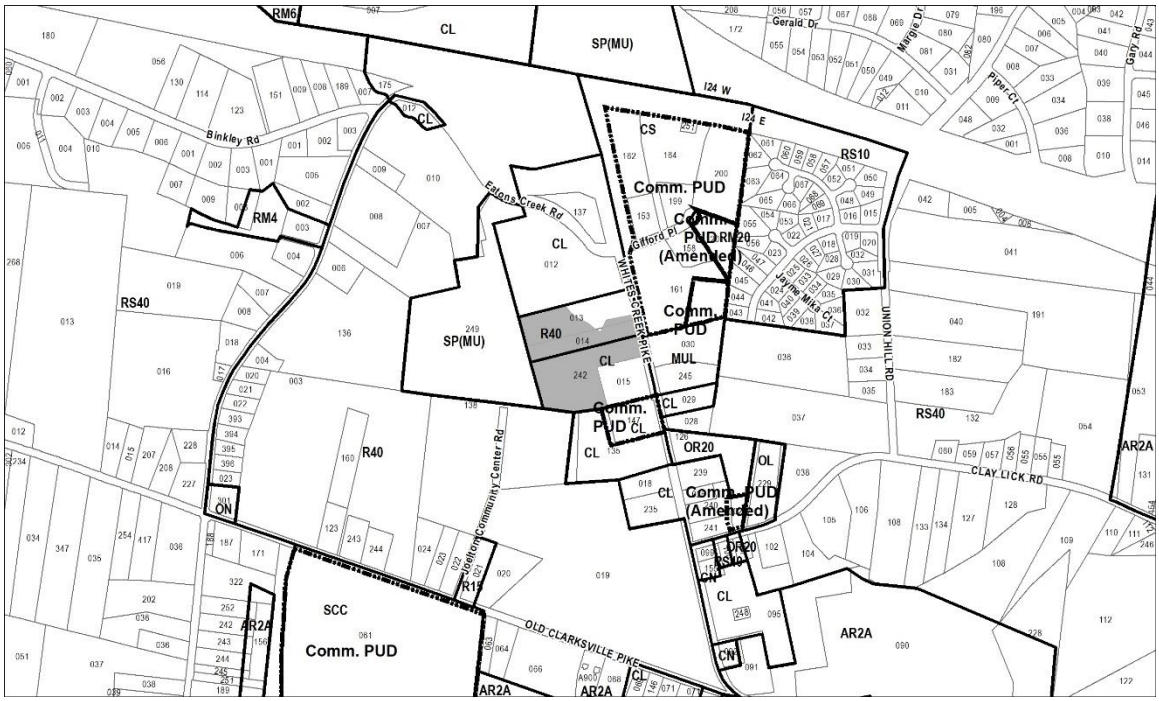
TENNESSEE ONE CALL SYSTEM, INC. 1-800-351-1111 IT'S THE LAW! TENN-CALL BEFORE YOU DIG!

Case No 2020SP-045-001

C4.0

2020SP-045-001
KABOTA AT WHITES CREEK PIKE
Map 022, Parcel 242 and Part of Parcel(s) 013-014
Subarea 01, Joelton
District 01 (Hall)
Application fee paid by: Dale & Associates, Inc

A request to rezone from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, requested by Dale and Associates, applicant; Ronald Waller and Debora Waller, owners.



File #: BL2021-639, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), being Property Parcel No. 117 as designated on Map 092-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

ORDINANCE NO. _____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), being Property Parcel No. 117 as designated on Map 092-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 092 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

_____

Councilmember Brandon Taylor

2020Z-070PR-001
Map 092-10, Parcel(s) 117
Subarea 08, North Nashville
District 21 (Taylor)
Application fee paid by: C&H Properties LLC

A request to rezone from RS5 to R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), requested by Alex H. Craw, applicant and owner.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-640, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), being Property Parcel No. 258 as designated on Map 071-15 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-011PR-001
Map 071-15, Parcel(s) 258
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: Reginal McKeever

A request to rezone from RS5 to RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), requested by Reginal McKeever, applicant; Top R and A Development, LLC, owner.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-641, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), being Property Parcel Nos. 088, 089 as designated on Map 041-12 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 041 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2020Z-131PR-001
Map 041-12, Parcel(s) 088-089
Subarea 02, Parkwood - Union Hill
District 08 (VanReece)
Application fee paid by: W.C. Company

A request to rezone from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), requested by W.C. Company, applicant; Ronald and Frances McCrary, owners.



File #: BL2021-642, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-001)

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres) being Property Parcel No. 042 as designated on Map 058-16 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 058 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2020Z-138PR-001
Map 058-16, Parcel(s) 042
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 01 (Hall)
Application fee paid by: Phillip Nesmith

A request to rezone from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), requested by Phillip Nesmith, applicant and owner.



File #: BL2021-643, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.89 acres), being Property Parcel No. 514 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-015PR-001
Map 071-11, Parcel(s) 514
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: The Cauble Group, LLC

A request to rezone from RS5 to MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), requested by Fulmer Lucas Engineering, LLC, applicant; Howdy Hospitality, LLC, owner.



File #: BL2021-644, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

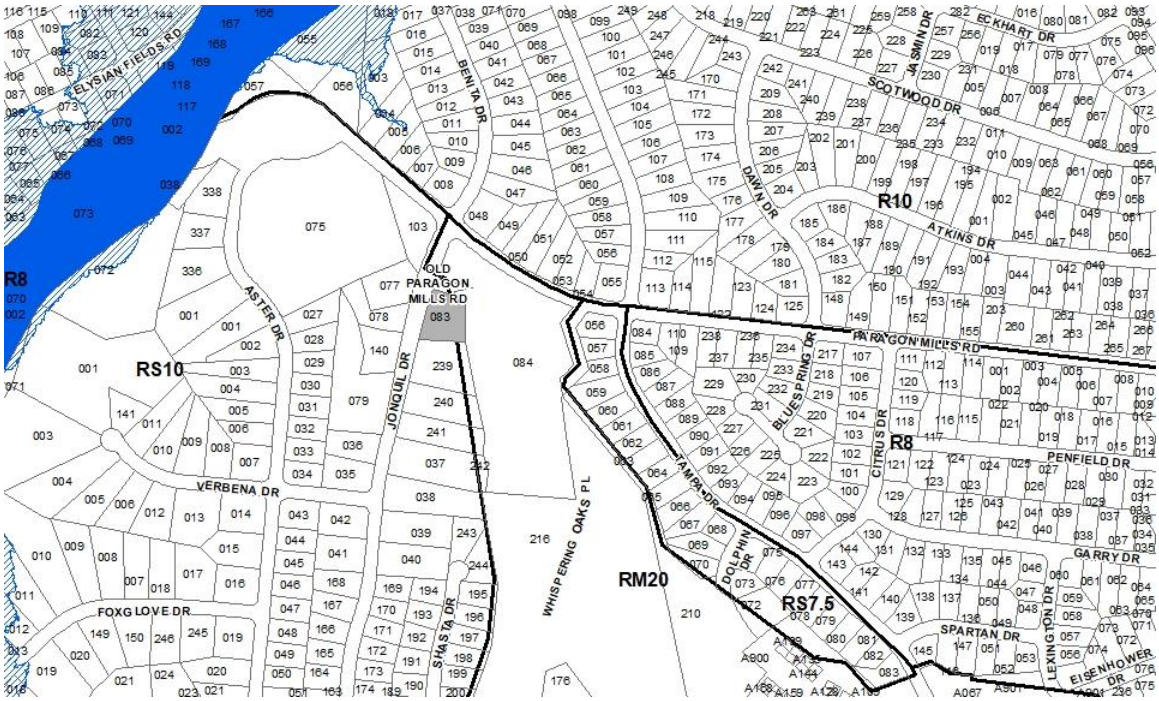
By changing from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), being Property Parcel No. 083 as designated on Map 133-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 133 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2020Z-141PR-001
Map 133, Parcel(s) 083
Subarea 12, Southeast
District 26 (Johnston)
Application fee paid by: Hamidullah Durani

A request to rezone from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), requested by Hamidullah & Gholam Durani, applicants and owners.



File #: BL2021-645, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-001-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 59 and Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

ORDINANCE NO. BL2021-____

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), all of which is described herein (Proposal No. 2021NHC-001-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), being various Property Parcels Nos.as designated on various Maps of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 59 and Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

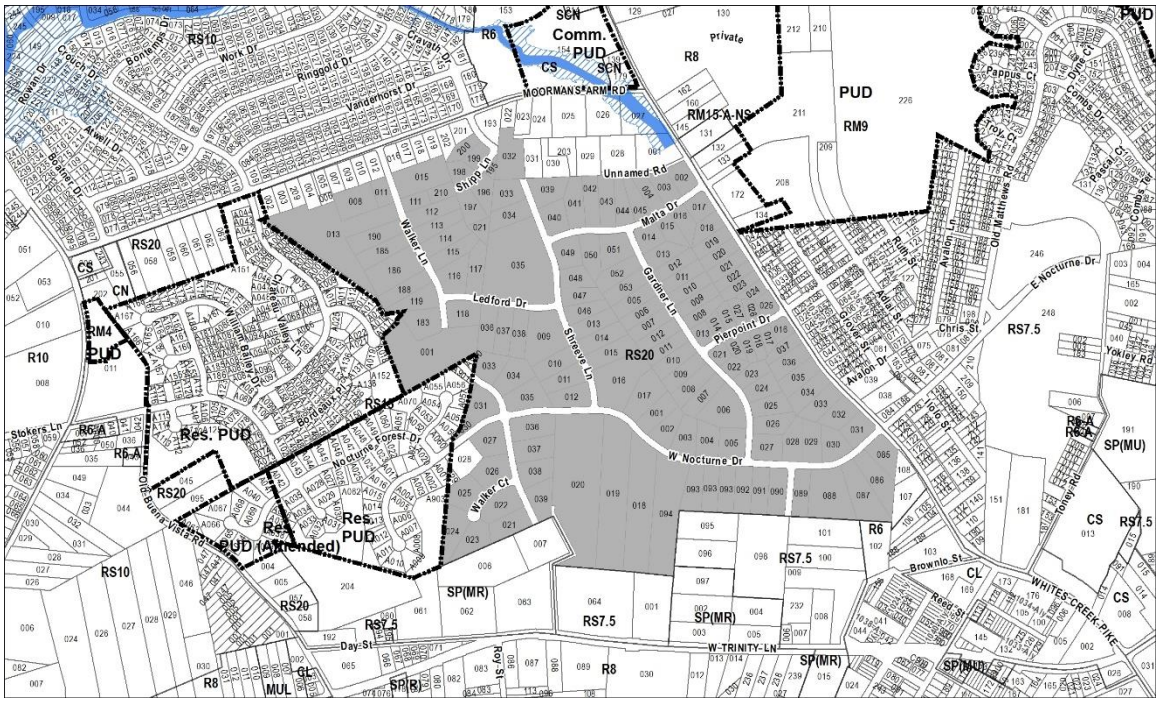
INTRODUCED BY:

_____

Councilmember Kyonzté Toombs

2021NHC-001-001
Map 059-15, Parcel(s) 008, 011, 013, 015, 021, 032-053, 111-119, 183, 185, 186, 188, 190, 195-200, 210
Map 059-16, Parcel(s) 002-027
Map 070-03, Parcel(s) 001.01, 009-027, 030-039
Map 070-04, Parcel(s) 001-037, 093.01, 093.02, 085-094
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Fee waived by Council

A request to apply a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), requested by Councilmember Kyontzé Toombs, applicant; various owners.

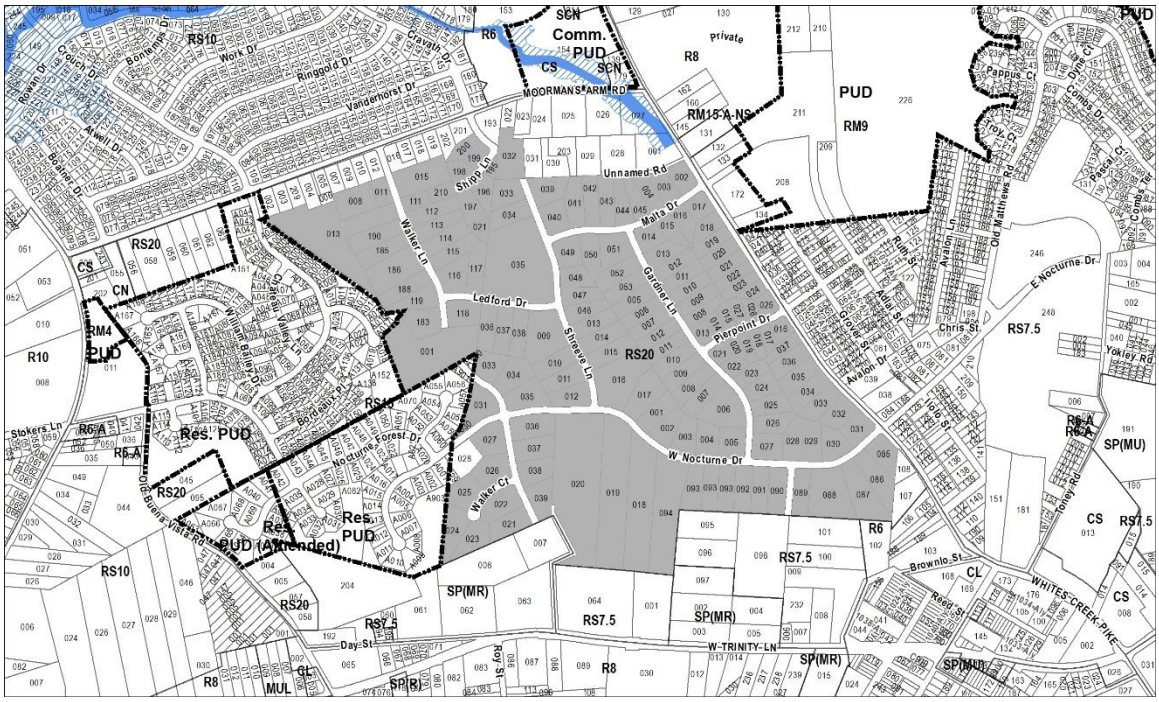


STANPAR	DEEDEDACRE	Owner	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCountry	OwnZip	PropAddr	PropHouse	PropStreet	PropSuite	PropCity	PropState	PropZip
05915018300	1.18	MAXWELL, QUINCY & CLEMMONS, TERRENCE	2530 WALKER LN			NASHVILLE	TN	US	37207	2530 WALKER LN	2530	WALKER LN		NASHVILLE	TN	37207
05915018500	1.03	HICKS, TERRY A. & NICOLE	2616 WALKER LN			NASHVILLE	TN	US	37207	2616 WALKER LN	2616	WALKER LN		NASHVILLE	TN	37207
05915018600	1.98	PIERCE, CLIFTON & CAROLYN	2608 WALKER LN			NASHVILLE	TN	US	37207	2608 WALKER LN	2608	WALKER LN		NASHVILLE	TN	37207
05915018800	0.99	SIMPSON, SHAUNDRA	2604 WALKER LN			NASHVILLE	TN	US	37207	2604 WALKER LN	2604	WALKER LN		NASHVILLE	TN	37207
05915019000	1.13	WILLIAMS, DOUGLAS JR.	P O BOX 70628			NASHVILLE	TN	US	37207	2620 WALKER LN	2620	WALKER LN		NASHVILLE	TN	37207
05915019500	0.18	WEAVER, EVELYN WISE	1355 HEATHERLAND DRIVE			ATLANTA	GA	US	30311	0 SHIPP LN	0	SHIPP LN		NASHVILLE	TN	37207
05915019600	0.73	COLEMAN, NEWTONIA HARRIS	643 SHIPP LN			NASHVILLE	TN	US	37207	643 SHIPP LN	643	SHIPP LN		NASHVILLE	TN	37207
05915019700	0.82	NIX, PAUL W. ETUX	10633 CORONET CT			HARRISBURG	NC	US	28075	647 SHIPP LN	647	SHIPP LN		NASHVILLE	TN	37207
05915019800	0.55	FLEMING, ROSS JR. ETUX	644 SHIPP LN			NASHVILLE	TN	US	37207	644 SHIPP LN	644	SHIPP LN		NASHVILLE	TN	37207
05915019900	0.48	PRESLEY, OLIVER W.	640 SHIPP LN			NASHVILLE	TN	US	37207	640 SHIPP LN	640	SHIPP LN		NASHVILLE	TN	37207
05915020000	0.48	DIXON, WAYNE C.	2820 SHREEVE LN			NASHVILLE	TN	US	37207	2820 SHREEVE LN	2820	SHREEVE LN		NASHVILLE	TN	37207
05916000200	0.78	JOHNSON, ANDREA	6808 RIDGEWOOD LN			RIVERDALE	GA	US	30296	600 MALTA DR	600	MALTA DR		NASHVILLE	TN	37207
05916000300	0.82	FORD, TIMIKA S	604 MALTA DR			NASHVILLE	TN	US	37207	604 MALTA DR	604	MALTA DR		NASHVILLE	TN	37207
05916000400	0.8	SMITH-ESTES, KYSA G.	608 MALTA DR			NASHVILLE	TN	US	37207	608 MALTA DR	608	MALTA DR		NASHVILLE	TN	37207
05916000500	0.93	BUTLER, XAVIER	2520 GARDNER LN			NASHVILLE	TN	US	37207	2520 GARDNER LN	2520	GARDNER LN		NASHVILLE	TN	37207
05916000600	1.23	WILKINSON, A. M. JR. RES. FOR CEMETARY	GARDNER LN			NASHVILLE	TN	US	37207	0 GARDNER LN	0	GARDNER LN		NASHVILLE	TN	37207
05916000700	0.78	RINGEMANN, AMON & ANNA	3937 GALLATIN RD			NASHVILLE	TN	US	37216	2512 GARDNER LN	2512	GARDNER LN		NASHVILLE	TN	37207
05916000800	0.68	BROWN, CHARLES RENARD ET AL	2505 GARDNER LN			NASHVILLE	TN	US	37207	2505 GARDNER LN	2505	GARDNER LN		NASHVILLE	TN	37207
05916000900	0.74	SIMS, MARGARET MARSH	2509 GARDNER LN			NASHVILLE	TN	US	37207	2509 GARDNER LN	2509	GARDNER LN		NASHVILLE	TN	37207
05916001000	0.75	JENKINS, BEVERLY L. ET AL	2513 GARDNER LN			NASHVILLE	TN	US	37207	2513 GARDNER LN	2513	GARDNER LN		NASHVILLE	TN	37207
05916001100	0.78	T OSA-ONI, BLAKE	2517 GARDNER LN			NASHVILLE	TN	US	37207	2517 GARDNER LN	2517	GARDNER LN		NASHVILLE	TN	37207
05916001200	0.79	SHARPE, CHRISTINE P.	2521 GARDNER LN			NASHVILLE	TN	US	37207	2521 GARDNER LN	2521	GARDNER LN		NASHVILLE	TN	37207
05916001300	0.88	KING, PAUL G. ETUX	745 SW 189TH TER C/O JOSEPH G. KING			PEMBROKE PINES	FL	US	33029	2525 GARDNER LN	2525	GARDNER LN		NASHVILLE	TN	37207
05916001400	0.81	BARBEE, GAYLE S. & MICHAEL D.	613 MALTA DR			NASHVILLE	TN	US	37207	613 MALTA DR	613	MALTA DR		NASHVILLE	TN	37207
05916001500	0.67	MARI-JOY MANAGEMENT, LLC	2016 RALSTON DR C/O TRAVIS MARTIN			MOUNT LAUREL	NJ	US	08054	609 MALTA DR	609	MALTA DR		NASHVILLE	TN	37207
05916001600	0.67	JACKSON, MELBA	605 MALTA DR			NASHVILLE	TN	US	37207	605 MALTA DR	605	MALTA DR		NASHVILLE	TN	37207
05916001700	0.74	WARD, KARL	326 SINGER DR			MADISON	TN	US	37115	601 MALTA DR	601	MALTA DR		NASHVILLE	TN	37207
05916001800	0.73	PINSON, GARY D.	2528 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2528 WHITES CREEK PIKE	2528	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916001900	0.71	SURRATT, THOMAS CHRISTOPHER	2524 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2524 WHITES CREEK PIKE	2524	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002000	0.68	ERVIN, EFFIE LEE DRIVER	2520 WHITES CREEK PIKE			NASHVILLE	TN	US	37207	2520 WHITES CREEK PIKE	2520	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002100	0.69	TRINI ENTERPRISES, LLC	3409 FAIRMEAD DR			NASHVILLE	TN	US	37207	2516 WHITES CREEK PIKE	2516	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002200	0.59	TATE, CARMELIA CAMMON	P O BOX 70084			NASHVILLE	TN	US	37207	2512 WHITES CREEK PIKE	2512	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002300	0.58	CRAIG, ELIJAH	2508 WHITES CREEK PK			NASHVILLE	TN	US	37207	2508 WHITES CREEK PIKE	2508	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002400	0.41	LASHLEY, ALICIA DELPHIA LANIER	1016 FORESTPOINTE DR			HENDERSONVILLE	TN	US	37075	2504 WHITES CREEK PIKE	2504	WHITES CREEK PIKE		NASHVILLE	TN	37207
05916002500	0.48	BEAN, JEANETTE B.	600 PIERPOINT DR			NASHVILLE	TN	US	37207	600 PIERPOINT DR	600	PIERPOINT DR		NASHVILLE	TN	37207
05916002600	0.39	SPICER, JOSEPH & JUANITA	204 N MAIN ST			GOODLETTSVILLE	TN	US	37072	604 PIERPOINT DR	604	PIERPOINT DR		NASHVILLE	TN	37207
05916002700	0.43	ROSS, JO ANN	608 PIERPOINT DR			NASHVILLE	TN	US	37207	608 PIERPOINT DR	608	PIERPOINT DR		NASHVILLE	TN	37207
05915001100	0.51	JOHNSON, DONNELL D., SR.	4505 SANDPIPER LN			ANTIOCH	TN	US	37013	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
05915001300	6	BALFANZ, REBA	2632 WALKER LN			NASHVILLE	TN	US	37207	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
05915001500	1.75	WILLIAMS, ROBERT, JR.& DANNIE MAE	2625 WALKER LN			NASHVILLE	TN	US	37207	2625 WALKER LN	2625	WALKER LN		NASHVILLE	TN	37207
05915002100	0.39	KARSHENAS, AMIR	1056 RIDGELEA DR			BURNS	TN	US	37029	0 SHIPP LN	0	SHIPP LN		NASHVILLE	TN	37207
05915003200	1.61	FORRESTER, WINIFRED G.	2611 SHREEVE LN			NASHVILLE	TN	US	37207	2611 SHREEVE LN	2611	SHREEVE LN		NASHVILLE	TN	37207
05915003300	0.94	RAY, WYVONIA A.	2608 SHREEVE LN			NASHVILLE	TN	US	37207	2608 SHREEVE LN	2608	SHREEVE LN		NASHVILLE	TN	37207
05915003400	0.96	JONES, M. JAN & CLINTON E., JR. ET AL	2604 SHREEVE LN			NASHVILLE	TN	US	37207	2604 SHREEVE LN	2604	SHREEVE LN		NASHVILLE	TN	37207
05915003500	5.81	HIGHLAND LAKE CLUB INC. RESERVED	SHREEVE LN			NASHVILLE	TN	US	37207	2530 SHREEVE LN	2530	SHREEVE LN		NASHVILLE	TN	37207
05915003600	0.98	NEWELL, ZENOBIA T.	705 LEDFORD DR			NASHVILLE	TN	US	37207	705 LEDFORD DR	705	LEDFORD DR		NASHVILLE	TN	37207
05915003700	0.94	JORDAN, HENRY L. & ANNIE M.	703 LEDFORD DR			NASHVILLE	TN	US	37207	703 LEDFORD DR	703	LEDFORD DR		NASHVILLE	TN	37207
05915003800	0.91	WILLIAMS, CHAUNCEY	3905 CREEKWAY CT			NASHVILLE	TN	US	37218	701 LEDFORD DR	701	LEDFORD DR		NASHVILLE	TN	37207
05915003900	1.12	WALKER, CASSANDRA T. & TEAGUE, CASS, JR.	2605 SHREEVE LN			NASHVILLE	TN	US	37207	2605 SHREEVE LN	2605	SHREEVE LN		NASHVILLE	TN	37207
05915004000	0.95	GUNTER-SMITH, PAMELA JO	5878 ASHRIDGE CT			STONE MOUNTAIN	GA	US	30087	2601 SHREEVE LN	2601	SHREEVE LN		NASHVILLE	TN	37207
05915004100	1.1	FLAGG, SUZAN H.	628 MALTA DR			NASHVILLE	TN	US	37207	628 MALTA DR	628	MALTA DR		NASHVILLE	TN	37207
05915004200	0.99	GAMBLE, LUCRETIA A.	624 MALTA DR			NASHVILLE	TN	US	37207	624 MALTA DR	624	MALTA DR		NASHVILLE	TN	37207
05915004300	0.99	PETERSON, ABRAHAM F. JR. ETUX	620 MALTA DR			NASHVILLE	TN	US	37207	620 MALTA DR	620	MALTA DR		NASHVILLE	TN	37207
05915004400	0.91	ANSARI, AOLE	332 VAN BUREN ST			NASHVILLE	TN	US	37208	616 MALTA DR	616	MALTA DR		NASHVILLE	TN	37207
05915004500	0.83	GILBERT, ALYCE C. ET AL	612 MALTA DR			NASHVILLE	TN	US	37207	612 MALTA DR	612	MALTA DR		NASHVILLE	TN	37207
05915004600	0.8	THOMAS, WARREN R.	P O BOX 208			WHITES CREEK	TN	US	37189	2521 SHREEVE LN	2521	SHREEVE LN		NASHVILLE	TN	37207
05915004700	0.78	CHANDLER, J. H. JR. ETUX	2525 SHREEVE LN			NASHVILLE	TN	US	37207	2525 SHREEVE LN	2525	SHREEVE LN		NASHVILLE	TN	37207
05915004800	0.82	PAYNE, HELEN MARIE	2529 SHREEVE LN			NASHVILLE	TN	US	37207	2529 SHREEVE LN	2529	SHREEVE LN		NASHVILLE	TN	37207
05915004900	0.94	HOLIDAY, NEWTON S. JR. ETUX	2533 SHREEVE LN.			NASHVILLE	TN	US	37207	2533 SHREEVE LN	2533	SHREEVE LN		NASHVILLE	TN	37207
05915005000	0.94	BELLAMY, JORDAN	621 MALTA DR			NASHVILLE	TN	US	37207	621 MALTA DR	621	MALTA DR		NASHVILLE	TN	37207
05915005100	1.15	COBBS, THERION	617 MALTA DR			NASHVILLE	TN	US	37207	617 MALTA DR	617	MALTA DR		NASHVILLE	TN	37207
05915005200	0.98	REEDS, FRANCES M.K.	2528 GARDNER LN			NASHVILLE	TN	US	37207	2528 GARDNER LN	2528	GARDNER LN		NASHVILLE	TN	37207
05915005300	0.89	JOHNSON, THELMA T. & CAROLYN ANN	2524 GARDNER LN			NASHVILLE	TN	US	37207	2524 GARDNER LN	2524	GARDNER LN		NASHVILLE	TN	37207
05915011100	0.48	LEFTWICH, HARLEY M.	927 RUSSELL ST			NASHVILLE	TN	US	37206	2621 WALKER LN	2621	WALKER LN		NASHVILLE	TN	37207
05915011200	1.03	GRIMES, KEVELIN & VALERIE	2617 WALKER LN			NASHVILLE	TN	US	37207	2617 WALKER LN	2617	WALKER LN		NASHVILLE	TN	37207
05915011300	1.03	WHITE, JOSEPH E. & EURALETA L.	2613 WALKER LN			NASHVILLE	TN	US	37218	2613 WALKER LN	2613	WALKER LN		NASHVILLE	TN	37207
05915011400	1.01	PILLOW, JAMES A. ET UX	2609 WALKER LN			NASHVILLE	TN	US	37207	2609 WALKER LN	2609	WALKER LN		NASHVILLE	TN	37207
05915011500	1.03	SMITH, ALBERTA REVOCABLE TRUST, THE	2605 WALKER LN			NASHVILLE	TN	US	37207	2605 WALKER LN	2605	WALKER LN		NASHVILLE	TN	37207
05915011600	1.14	THE LLOYD C. ELAM FAMILY TRUST	6720 S EUCLID AVE			CHICAGO	IL	US	60649	2601 WALKER LN	2601	WALKER LN		NASHVILLE	TN	37207
05915011700	1.07	THE LLOYD C. ELAM FAMILY TRUST	6720 S EUCLID AVE			CHICAGO	IL	US	60649	710 LEDFORD DR	710	LEDFORD DR		NASHVILLE	TN	37207
05915011800	1.07	GRIFFIN, RODNEY W., SR. ET UX	2531 WALKER LN			NASHVILLE	TN	US	37207	2531 WALKER LN	2531	WALKER LN		NASHVILLE	TN	37207
05915011900	1	KIMBROUGH, EDITH W.	2600 WALKER LN			NASHVILLE	TN	US	37207	2600 WALKER LN	2600	WALKER LN		NASHVILLE	TN	37207
07003000101	5.17	PERRY PROPERTY TRUST #1	1008 32ND AVE N			NASHVILLE	TN	US	37209	0 WALKER LN	0	WALKER LN		NASHVILLE	TN	37207
07003000900	2.22	SPENDTHRIFT TRUST	2485 WALKER LN C/O WILLIAM C MOSES			NASHVILLE	TN	US	37207	2516 SHREEVE LN	2516	SHREEVE LN		NASHVILLE	TN	37207
07003001000	1.01	PHILLIPS, DONNA	2512 SHREEVE LN			NASHVILLE	TN	US	37207	2512 SHREEVE LN	2512	SHREEVE LN		NASHVILLE	TN	37207
07003001100	1.02	SADLER, WAYNE E.& LINDA F.	2508 SHREEVE LN			NASHVILLE	TN	US	37207	2508 SHREEVE LN	2508	SHREEVE LN		NASHVILLE	TN	37207
07003001200	1.03	SADLER, WAYNE E.& LINDA F.	2508 SHREEVE LN			NASHVILLE	TN	US	37207	700 W NOCTURNE DR	700	W NOCTURNE DR		NASHVILLE	TN	37207
07003001300	0.94	MORAN, TREVOR F.	2517 SHREEVE LN			NASHVILLE	TN	US	37207	2517 SHREEVE LN	2517	SHREEVE LN		NASHVILLE	TN	37207
07003001400	1.02	MOORE, ERIC D & PATIENCE M BARTON	2513 SHREEVE LN			NASHVILLE	TN	US	37207	2513 SHREEVE LN	2513	SHREEVE LN		NASHVILLE	TN	37207

07003001500 1.15	HARRIS, JOHN JR.	2834 BRONTE AV	NASHVILLE	TN	US	37216	2509 SHREEVE LN	2509	SHREEVE LN	NASHVILLE	TN	37207	
07003001600 2.62	JACKSON, RICHARD E.	2501 SHREEVE LN	NASHVILLE	TN	US	37207	2501 SHREEVE LN	2501	SHREEVE LN	NASHVILLE	TN	37207	
07003001700 1.49	FREEMAN, KIMBERLY & MICAH	644 WEST NOCTURNE DR	NASHVILLE	TN	US	37207	644 W NOCTURNE DR	644	W NOCTURNE DR	NASHVILLE	TN	37207	
07003001800 3.95	CANNON, ALICE G.	647 NOCTURNE DR	NASHVILLE	TN	US	37207	647 W NOCTURNE DR	647	W NOCTURNE DR	NASHVILLE	TN	37207	
07003001900 4.9	INFINITY FELLOWSHIP INCORPORATED, THE	641 W NOCTURNE DR	NASHVILLE	TN	US	37207	641 W NOCTURNE DR	641	W NOCTURNE DR	NASHVILLE	TN	37207	
07003002000 7.78	THOMAS JOINT REVOCABLE LIVING TRUST	5730 CHADWICK LN C/O F & E THOMAS SR	BRENTWOOD	TN	US	37027	701 W NOCTURNE DR	701	W NOCTURNE DR	NASHVILLE	TN	37207	
07003002100 1.01	BAILEY, MICHELLE M.	6207 12TH ST NW	WASHINGTON	DC	US	20001	2484 WALKER LN	2484	WALKER LN	NASHVILLE	TN	37207	
07003002200 1.07	FURLONG, WILLIAM J.	2488 WALKER LN	NASHVILLE	TN	US	37207	2488 WALKER LN	2488	WALKER LN	NASHVILLE	TN	37207	
07003002300 1.07	SOARES, RON & BEVERLY LIVING TRUST	669 WALKER CT	NASHVILLE	TN	US	37207	669 WALKER CT	669	WALKER CT	NASHVILLE	TN	37207	
07003002400 1.21	JACKSON, MICHAEL R.	4817 SHEBOY GAN AV #702	MADISON	WI	US	53705	670 WALKER CT	670	WALKER CT	NASHVILLE	TN	37207	
07003002500 1.01	ODOM, MONIQUE N.	666 WALKER CT	NASHVILLE	TN	US	37207	666 WALKER CT	666	WALKER CT	NASHVILLE	TN	37207	
07003002600 1.1	ACKLEN, WALTER & ZAPP, JAMES S. SR ET AL	1610 ASHTON AVE	NASHVILLE	TN	US	37218	2492 WALKER LN	2492	WALKER LN	NASHVILLE	TN	37207	
07003002700 1.03	JOHNSON, GLENN E. & MADELAINE G.	2498 WALKER LN	NASHVILLE	TN	US	37207	2498 WALKER LN	2498	WALKER LN	NASHVILLE	TN	37207	
07003003000 0.22	HARRIS, JOHN	2834 BRONTE AV	NASHVILLE	TN	US	37216	0 W NOCTURNE DR	0	W NOCTURNE DR	NASHVILLE	TN	37207	
07003003100 0.75	SMITH, KELLY M., JR.	2506 WALKER LN	NASHVILLE	TN	US	37207	2506 WALKER LN	2506	WALKER LN	NASHVILLE	TN	37207	
07003003200 0.06	HARRIS, JOHN	2834 BRONTE AV	NASHVILLE	TN	US	37216	0 WALKER LN	0	WALKER LN	NASHVILLE	TN	37207	
07003003300 0.91	CAZORT FAMILY BYPASS TRUST & CAZORT, ERIC INHERITANCE	790 SQUIRE HALL RD	SHELBYVILLE	TN	US	37160	2509 WALKER LN	2509	WALKER LN	NASHVILLE	TN	37207	
07003003305 1.1	CAZORT FAMILY BYPASS TRUST & CAZORT, ERIC INHERITANCE	790 SQUIRE HALL RD	SHELBYVILLE	TN	US	37160	2505 WALKER LN	2505	WALKER LN	NASHVILLE	TN	37207	
07003003500 1.17	WYLIE FAMILY TRUST, THE	4914 APRICOT CT	CASTRO VALLEY	CA	US	94546	710 W NOCTURNE DR	710	W NOCTURNE DR	NASHVILLE	TN	37207	
07003003600 1.14	JONES, DAVID, JR.	2499 WALKER LN	NASHVILLE	TN	US	37207	2499 WALKER LN	2499	WALKER LN	NASHVILLE	TN	37207	
07003003700 1.01	HADLEY, GEORGE & CHRISTOPHER	2495 WALKER LN	NASHVILLE	TN	US	37207	2495 WALKER LN	2495	WALKER LN	NASHVILLE	TN	37207	
07003003800 0.91	JACKSON, DONALD E. JR., DEBRA A. ET AL	2491 WALKER LN	NASHVILLE	TN	US	37207	2491 WALKER LN	2491	WALKER LN	NASHVILLE	TN	37207	
07003003900 0.91	CROUCH, JOSEPHINE D. & MELANIE V. ET AL	2485 WALKER LN	NASHVILLE	TN	US	37207	2485 WALKER LN	2485	WALKER LN	NASHVILLE	TN	37207	
07004000100 0.98	THOMAS, LINDA L.	1120 N 5TH ST	NASHVILLE	TN	US	37207	640 W NOCTURNE DR	640	W NOCTURNE DR	NASHVILLE	TN	37207	
07004000200 0.89	MONTGOMERY, DILLARD B. & JOYCE	638 W NOCTURNE DR	NASHVILLE	TN	US	37207	638 W NOCTURNE DR	638	W NOCTURNE DR	NASHVILLE	TN	37207	
07004000300 1.01	OWENS, HANNAH & JARED	634 W NOCTURNE DR	NASHVILLE	TN	US	37207	634 W NOCTURNE DR	634	W NOCTURNE DR	NASHVILLE	TN	37207	
07004000400 1.01	M & D NOCTURNE PARNTERS	637 W NOCTURNE DR	NASHVILLE	TN	US	37207	630 W NOCTURNE DR	630	W NOCTURNE DR	NASHVILLE	TN	37207	
07004000500 1.02	CLANTON, THELMA T.	626 W NOCTURNE DR	NASHVILLE	TN	US	37207	626 W NOCTURNE DR	626	W NOCTURNE DR	NASHVILLE	TN	37207	
07004000600 1.8	THOMPSON, ANNIE R.	2408 GARDNER LN	NASHVILLE	TN	US	37207	2408 GARDNER LN	2408	GARDNER LN	NASHVILLE	TN	37207	
07004000700 0.96	PATEL, NEELKUMAR SUNILBHAI & NILAMBEN SUNILBHAI	2412 GARDNER LN	NASHVILLE	TN	US	37207	2412 GARDNER LN	2412	GARDNER LN	NASHVILLE	TN	37207	
07004000800 0.96	POSEY, WILLIAM H. ET UX	2416 GARDNER LN	NASHVILLE	TN	US	37207	2416 GARDNER LN	2416	GARDNER LN	NASHVILLE	TN	37207	
07004000900 0.9	MORDUE, SHAYNA	2420 GARDNER LN	NASHVILLE	TN	US	37207	2420 GARDNER LN	2420	GARDNER LN	NASHVILLE	TN	37207	
07004001000 0.92	JORDAN, KEVIN L.	2500 GARDNER LN	NASHVILLE	TN	US	37207	2500 GARDNER LN	2500	GARDNER LN	NASHVILLE	TN	37207	
07004001100 0.78	HANSON, WENDY	2504 GARDNER LN	NASHVILLE	TN	US	37207	2504 GARDNER LN	2504	GARDNER LN	NASHVILLE	TN	37207	
07004001200 0.83	FROST, JOSHUA R & STEVENSON, PRECIOUS	3504 STEVENS LN	NASHVILLE	TN	US	37218	2508 GARDNER LN	2508	GARDNER LN	NASHVILLE	TN	37207	
07004001300 0.46	SALEM, MICHAEL & ANGELA C.	6 ELYSIAN PL	OAKLAND	CA	US	94605	2501 GARDNER LN	2501	GARDNER LN	NASHVILLE	TN	37207	
07004001400 0.39	GRAY, DUCHESS M.	616 PIERPOINT DR	NASHVILLE	TN	US	37207	616 PIERPOINT DR	616	PIERPOINT DR	NASHVILLE	TN	37207	
07004001500 0.43	ADAMS, ARNICE HALL, ET AL	612 PIERPOINT DR	NASHVILLE	TN	US	37207	612 PIERPOINT DR	612	PIERPOINT DR	NASHVILLE	TN	37207	
07004001600 0.51	JACKSON, J.B.& DOROTHY MILDRED N.	601 PIERPOINT DR	NASHVILLE	TN	US	37207	601 PIERPOINT DR	601	PIERPOINT DR	NASHVILLE	TN	37207	
07004001700 0.4	WALKER, CASSANDRA TEAGUE	2605 SHREEVE LN	NASHVILLE	TN	US	37207	605 PIERPOINT DR	605	PIERPOINT DR	NASHVILLE	TN	37207	
07004001800 0.43	SPICER, JOE A.	204 NORTH MAIN ST	GOODLETTSVILLE	TN	US	37072	609 PIERPOINT DR	609	PIERPOINT DR	NASHVILLE	TN	37207	
07004001900 0.41	HAYKAL, THEODORE	522 ISLAND AVE	PEAKS ISLAND	ME	US	04108	613 PIERPOINT DR	613	PIERPOINT DR	NASHVILLE	TN	37207	
07004002000 0.4	HORWITZ, MARK	617 PIERPOINT DR	NASHVILLE	TN	US	37207	617 PIERPOINT DR	617	PIERPOINT DR	NASHVILLE	TN	37207	
07004002100 0.41	TALLEY, LARRY L., SR.	2425 GARDNER LN	NASHVILLE	TN	US	37207	2425 GARDNER LN	2425	GARDNER LN	NASHVILLE	TN	37207	
07004002300 0.45	WATKINS, DAVID J. ET UX	2423 GARDNER LN	NASHVILLE	TN	US	37207	2423 GARDNER LN	2423	GARDNER LN	NASHVILLE	TN	37207	
07004002300 0.71	SINGLETON, VIRGINIA T.	2419 GARDNER LN	NASHVILLE	TN	US	37207	2419 GARDNER LN	2419	GARDNER LN	NASHVILLE	TN	37207	
07004002400 0.85	GRAY, YOLANDA N.	2417 GARDNER LN	NASHVILLE	TN	US	37207	2417 GARDNER LN	2417	GARDNER LN	NASHVILLE	TN	37207	
07004002500 0.87	HOLLINGSWORTH, BRITTANY R.	2413 GARDNER LN	NASHVILLE	TN	US	37207	2413 GARDNER LN	2413	GARDNER LN	NASHVILLE	TN	37207	
07004002600 0.92	BURKE, VERA	900 HAZELWOOD DR	SMYRNA	TN	US	37167	2409 GARDNER LN	2409	GARDNER LN	NASHVILLE	TN	37207	
07004002700 1.02	LEE, KAREN & LIGHTFORD, MELVIN W., JR. ETAL	622 W NOCTURNE DR	NASHVILLE	TN	US	37207	622 W NOCTURNE DR	622	W NOCTURNE DR	NASHVILLE	TN	37207	
07004002800 0.94	LIGHTFORD, MELVIN W., III & MARJORIE C.	820 LOCUST ST APT 3104	PASADENA	CA	US	91101	618 W NOCTURNE DR	618	W NOCTURNE DR	NASHVILLE	TN	37207	
07004002900 0.97	HARRIS, JOCAROLE D.	29 IRONWOOD DR	OAKLAND	CA	US	94605	612 W NOCTURNE DR	612	W NOCTURNE DR	NASHVILLE	TN	37207	
07004003000 1.03	BRYANT, DONALD B. ET UX	606 W NOCTURNE DR	NASHVILLE	TN	US	37207	606 W NOCTURNE DR	606	W NOCTURNE DR	NASHVILLE	TN	37207	
07004003100 0.91	PILLOW, LAWRENCE ET UX	600 W NOCTURNE DR	NASHVILLE	TN	US	37207	600 W NOCTURNE DR	600	W NOCTURNE DR	NASHVILLE	TN	37207	
07004003200 0.96	SADLER, KENDRICK D.	251 1/2 YORK ST	JERSEY CITY	NJ	US	07302	2404 WHITES CREEK PIKE	2404	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004003300 0.98	BELCHER, THOMAS ETUX	7408 WHITES CREEK PIKE	NASHVILLE	TN	US	37207	2408 WHITES CREEK PIKE	2408	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004003400 0.97	BUCHANAN, CHARLIE & WILMA	P O BOX 70236	NASHVILLE	TN	US	37207	2412 WHITES CREEK PIKE	2412	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004003500 0.94	BUCHANAN, CHARLIE & WILMA	P O BOX 70236	NASHVILLE	TN	US	37207	2418 WHITES CREEK PIKE	2418	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004003600 0.88	RUSSELL, JANETTE	2420 WHITES CREEK PK	NASHVILLE	TN	US	37207	2420 WHITES CREEK PIKE	2420	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004003700 0.59	WHITE, BRENT J.	2424 WHITES CREEK PK	NASHVILLE	TN	US	37207	2424 WHITES CREEK PIKE	2424	WHITES CREEK PIKE	NASHVILLE	TN	37207	
07004008500 0.98	MOONEY, CAROLYN	P O BOX 120174	NASHVILLE	TN	US	37212	601 W NOCTURNE DR	601	W NOCTURNE DR	NASHVILLE	TN	37207	
07004008600 1.51	WASHINGTON, DENNIS C. ETUX	605 W NOCTURNE DR	NASHVILLE	TN	US	37207	605 W NOCTURNE DR	605	W NOCTURNE DR	NASHVILLE	TN	37207	
07004008700 1.9	SCALES, DEBBIE SCOTT	609 W NOCTURNE DR	NASHVILLE	TN	US	37207	609 W NOCTURNE DR	609	W NOCTURNE DR	NASHVILLE	TN	37207	
07004008800 2.28	NAVAS, PEDRO & ANGELA	617 W NOCTURNE DR	NASHVILLE	TN	US	37207	617 W NOCTURNE DR	617	W NOCTURNE DR	NASHVILLE	TN	37207	
07004008900 0.98	LEE, ROBERT E. & KAREN	149 E HARBOR	HENDERSONVILLE	TN	US	37075	621 W NOCTURNE DR	621	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009000 0.94	MARABLE, JOHN R.	625 WEST NOCTURNE DR	NASHVILLE	TN	US	37207	625 W NOCTURNE DR	625	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009100 0.96	DOTSON, JAMES W. & SHIRLEY ANN	631 W NOCTURNE DR	NASHVILLE	TN	US	37207	631 W NOCTURNE DR	631	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009200 1.01	RAINES, MICHAEL L. ET UX	633 W NOCTURNE DR	NASHVILLE	TN	US	37207	633 W NOCTURNE DR	633	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009300 1.3	STREET, HAROLD D. ET UX	639 W NOCTURNE DR	NASHVILLE	TN	US	37207	639 W NOCTURNE DR	639	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009301 0.96	SMITH, DOROTHY GENTRY & HALL, MARIA E.	637 W NOCTURNE DR	NASHVILLE	TN	US	37207	637 W NOCTURNE DR	637	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009302 0.85	PERRY, ROSETTA MILLER(LE) ET AL	635 W NOCTURNE DR	NASHVILLE	TN	US	37207	635 W NOCTURNE DR	635	W NOCTURNE DR	NASHVILLE	TN	37207	
07004009400 4.08	MARTIN, WILLIAM N. ETUX	643 W NOCTURNE DR	NASHVILLE	TN	US	37207	643 W NOCTURNE DR	643	W NOCTURNE DR	NASHVILLE	TN	37207	
05915021000 0.46	LEFTWICH, HARLEY M.	927 RUSSELL ST	NASHVILLE	TN	US	37206	0 SHIPP LN	0	SHIPP LN	NASHVILLE	TN	37207	
05915000800 1.27	BALFANZ, REBA	2632 WALKER LN	NASHVILLE	TN	US	37207	2632 WALKER LN	2632	WALKER LN	NASHVILLE	TN	37207	

2021NHC-001-001
Map 059-15, Parcel(s) 008, 011, 013, 015, 021, 032-053, 111-119, 183, 185, 186, 188, 190, 195-200, 210
Map 059-16, Parcel(s) 002-027
Map 070-03, Parcel(s) 001.01, 009-027, 030-039
Map 070-04, Parcel(s) 001-037, 093.01, 093.02, 085-094
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Fee waived by Council

A request to apply a Neighborhood Conservation Overlay District to various properties within the Haynes Heights area, located north of W Trinity Lane and west of Whites Creek Pike, zoned RS20 (171.29 acres), requested by Councilmember Kyontzé Toombs, applicant; various owners.



File #: RS2020-649, **Version:** 1

A resolution approving Amendment Four to an Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for improvements on Jefferson Street, Federal No. STP-M-1900(28), State No. 19LPLM-F3-011, PIN 103490, Prop No. 2020M-023AG-001.

Whereas, the Metropolitan Council previously adopted and approved Agreement No. 080019 via Resolution RS2008-245, ("Agreement") by and between the State of Tennessee, Department of Transportation ("TDOT") and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Public Works Department, ("Metro") for improvements on Jefferson Street; and,

WHEREAS, based upon the Agreement, TDOT awarded to Metro a grant in the amount not to exceed $920,808.00, with a required match of $480,203.00 by the Metropolitan Government, for intersection improvements on Jefferson Street; and,

WHEREAS, Amendment One to the Agreement approved by Resolution RS2013-745 on June 19, 2013, extended the original Agreement to June 1, 2017 and specifically identified the two intersections on Jefferson Street which are to be improved, 28th Avenue/Ed Temple and 21st Avenue North, to better reflect TDOT's current fund descriptions; and,

WHEREAS, Amendment Two to the Agreement approved by Resolution RS2017-708 on May 17, 2017, extended the completion date from June 1, 2017 to June 1, 2019, due to a traffic study completed August 25, 2017, which placed additional recommendations to be considered on the two intersections and prevented full completion of all phases of work in accordance to the terms of the Agreement by June 1, 2017; and,

WHEREAS, Amendment Three to the Agreement approved by Resolution RS2019-1624 on March 5, 2019, extended the completion date from June 1, 2019 to December 31, 2020, due to a renewed schedule to deliver the completion of final construction plans for late spring 2020; and,

WHEREAS, pursuant to Amendment Four, attached hereto and incorporated herein, the schedule to deliver this project to completion has been adjusted to procure right-of-way and construction inspection on-call services from TDOT, moving the scheduled completion of final construction plans to Spring 2022; and,

WHEREAS, pursuant to Amendment Four, the TDOT awarded grant to Metro increased to an amount not to exceed $2,880,000, with an increased required match of $1,045,563 from Metro, subject to the availability of funding from Metro, to cover the design and construction of a proposed roundabout at 28th Avenue, as shown on Exhibit A to Amendment 4; and,

WHEREAS, it is in the best interest of Metro that Amendment Four be approved.

Now, therefore be it resolved by the Council of The Metropolitan Government of Nashville and Davidson

County:

Section 1. That Amendment Four to the agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for improvements on Jefferson Street, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Metropolitan Government of Nashville and Davidson County's participation is subject to the availability of funds as determined by the Department of Finance.

Section 3. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves the fourth amendment to an agreement between the Tennessee Department of Transportation (TDOT) and Metro Public Works for improvements on Jefferson Street. The agreement was initially approved pursuant to Resolution No. RS2008-245 and included a grant of $920,808 with a required match of $480,203 for intersection improvements on Jefferson Street. Resolution No. RS2013-745 approved the first amendment to this agreement, which extended the agreement to June 1, 2017, specifically identified the intersections on Jefferson Street at 28th Avenue/Ed Temple and 21st Avenue North to be improved, and better reflected TDOT's current fund descriptions. Resolution No. RS2017-708 approved the second amendment to the agreement, which extended the date for completion to June 1, 2019, based upon additional recommendations from a 2017 traffic study. Resolution No. RS2019-1624 approved a third amendment to extend the completion date of all phases of work to December 31, 2020.

This fourth amendment under consideration replaces the prior contract with a new contract extending the term until December 31, 2022 (though completion is expected in 2022). The revised contract adds language allowing, but not requiring, the use of TDOT on-call consultants for future services. It also adds the right-of-way acquisition for, and construction of, a roundabout at the intersection of 28th Ave. N. and Jefferson Street. The additional right-of-way acquisition and construction of the roundabout have led to the extension of the project completion until 2022, and have increased the project cost by $2,524,552, of which Metro will pay $565,360 and TDOT (using federal funds) will pay $1,959,192.

Fiscal Note: The total cost of the project will be $2,880,000 and Metro's total share of the cost will be $1,045,563 under this agreement.

D-20-09571

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: ~~10/20/20~~ 11/17/2020 ☑ **Resolution** ☐ **Ordinance**

Contact/Prepared By: Darrell K. Moore **Date Prepared:** 09/21/20

Title (Caption): A resolution approving an Intergovernmental Agreement between TDOT and Metro Government (Public Works) accepting an Amendment 4 to TDOT Agreement No. 080019, Jefferson Street Intersection Improvements at 21st and 28th Avenues North; Fed No. STP-M-1900(28); State No. 19LPM-F3-011; PIN 103490.00.

Submitted to Planning Commission? ☑ **N/A** ☐ **Yes-Date:** _____ **Proposal No:** 2020M-023AG-001

Proposing Department: Metro Nashville Public Works **Requested By:** Shanna Whitelaw

Affected Department(s): Metro Nashville Public Works **Affected Council District(s):** 21

Legislative Category (check one):

☐ Bonds	☐ Contract Approval	☑ Intergovernmental Agreement
☐ Budget - Pay Plan	☐ Donation	☐ Lease
☐ Budget - 4%	☐ Easement Abandonment	☐ Maps
☐ Capital Improvements	☐ Easement Accept/Acquisition	☐ Master List A&E
☐ Capital Outlay Notes	☐ Grant	☐ Settlement of Claims/Lawsuits
☐ Code Amendment	☐ Grant Application	☐ Street/Highway Improvements
☐ Condemnation	☐ Improvement Acc.	☐ Other:

FINANCE **Amount +/-: $** $ 2,880,000.00 **Match: $** $ 1,045,563.00

Funding Source:

Capital Improvement Budget	Judgments and Losses
Capital Outlay Notes	Local Government Investment Project
Departmental/Agency Budget	Revenue Bonds
Funds to Metro	Self-Insured Liability
General Obligation Bonds	Solid Waste Reserve
Grant	Unappropriated Fund Balance
Increased Revenue Sources	4% Fund
	Other:

Fund 40016
BU# 42404016

Approved by OMB: _____ Date to Finance Director's Office: _____

Approved by Finance/Accounts: _____ **APPROVED BY**

Approved by Div Grants Coordination: _____ **FINANCE DIRECTOR'S OFFICE:** _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy *Administration – Yellow Copy* *Finance Department - Pink Copy*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

October 1, 2020

Mr. Kevin Crumbo
Director of Finance
Metro Nashville and Davidson County

RE: Prop. No. 2020M-023AG-001, Resolution approving Intergovernmental Agreement with TDOT and Metro Government accepting Amendment 4 to TDOT Agreement No. 080019, Jefferson Street Intersection Improvements, 21st and 28th Avenues North; Federal Project No. STP-M-1900(28) State Project No. 19LPM-F3-011; PIN 103490.00.

Mr. Crumbo,

This resolution will approve Amendment 4 to Agreement No. 080019 between TDOT and the Metro Government regarding updates to the language in the agreement allowing the use of TDOT on-call consultants for future services, extending the completion date from December 31, 2020 to December 31, 2022, and increasing the Metro cost match from $480,203 to $1,045,563 due to the design of a possible roundabout at 28th and Jefferson that would increase the cost of right-of-way and construction.

Should you have questions regarding this amendment, please contact me at 615-862-8730 or 615-961-1105.

Sincerely,

Darrell K. Moore

Darrell K. Moore
Technical Specialist 1
Metro Nashville Public Works
615-862-8730
Darrell.Moore@nashville.gov

RESOLUTION NO. _____

A resolution approving Amendment Four to an Agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for improvements on Jefferson Street, Federal No. STP-M-1900(28), State No. 19LPLM-F3-011, PIN 103490, Prop No. 2020M-023AG-001.

WHEREAS, the Metropolitan Council previously adopted and approved Agreement No. 080019 via Resolution RS2008-245, ("Agreement") by and between the State of Tennessee, Department of Transportation ("TDOT") and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Public Works Department, ("Metro") for improvements on Jefferson Street; and,

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WHEREAS, Amendment One to the Agreement approved by Resolution RS2013-745 on June 19, 2013, extended the original Agreement to June 1, 2017 and specifically identified the two intersections on Jefferson Street which are to be improved, 28th Avenue/Ed Temple and 21st Avenue North, to better reflect TDOT's current fund descriptions; and,

WHEREAS, Amendment Two to the Agreement approved by Resolution RS2017-708 on May 17, 2017, extended the completion date from June 1, 2017 to June 1, 2019, due to a traffic study completed August 25, 2017, which placed additional recommendations to be considered on the two intersections and prevented full completion of all phases of work in accordance to the terms of the Agreement by June 1, 2017; and,

WHEREAS, Amendment Three to the Agreement approved by Resolution RS2019-1624 on March 5, 2019, extended the completion date from June 1, 2019 to December 31, 2020, due to a renewed schedule to deliver the completion of final construction plans for late spring 2020; and,

WHEREAS, pursuant to Amendment Four, attached hereto and incorporated herein, the schedule to deliver this project to completion has been adjusted to procure right-of-way and construction inspection on-call services from TDOT, moving the scheduled completion of final construction plans to Spring 2022; and,

WHEREAS, pursuant to Amendment Four, the TDOT awarded grant to Metro increased to an amount not to exceed $2,880,000, with an increased required match of $1,045,563 from Metro, subject to the availability of funding from Metro, to cover the design and construction of a proposed roundabout at 28th Avenue, as shown on Exhibit A to Amendment 4; and,

WHEREAS, it is in the best interest of Metro that Amendment Four be approved.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment Four to the agreement by and between the State of Tennessee, Department of Transportation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Public Works, for improvements on Jefferson Street, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Metropolitan Government of Nashville and Davidson County's participation is subject to the availability of funds as determined by the Department of Finance.

Section 3. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

Section 4. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Tara M. Ladd

Assistant Metropolitan Attorney

Attachment

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE
SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

September 14, 2020

The Honorable John Cooper
Mayor, Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201

Re: Jefferson Street, From 28th Avenue to 21st Avenue North
Davidson County, Metropolitan Government of Nashville and Davidson County
PIN: 103490.00
Federal Project Number: STP-M-1900(28)
State Project Number: 19LPLM-F3-011
Agreement Number: 080019

Dear Mayor Cooper:

I am attaching an amendment to the original contract. The amendment replaces the entire contract to extend the expiration date, revise Exhibit A and add on-call consultant language to the contract. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely,

Kimery Grant

Kimery Grant
Transportation Manager

Attachment

Ecc: Paul Degges
John Kahle
Matt Burcham
Kimery Grant
Chasity Bell
David Layhew
Shane Hester
Mike Brown
Anna Emerson
Darrell Moore
E-file

Amendment Number: 4

Agreement Number: 080019

Project Identification Number: 103490.00

Federal Project Number: STP-M-1900(28)

State Project Number: 19LPLM-F3-011

FOR IMPLEMENTATION OF SURFACE TRANSPORTATION PROGRAM ACTIVITY

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20___ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"Jefferson Street, From 28th Avenue to 21st Avenue North"

The language of AGREEMENT # 080019 dated March 11, 2019 is hereby deleted in its entirety and replaced with the following:

A. PURPOSE OF AGREEMENT

A.1 Purpose:

a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	**AGENCY**	**AGENCY**
Preliminary Engineering by:	**AGENCY**	**AGENCY**
Right-of-Way by:	**AGENCY**	**PROJECT**
Utility Coordination by:	**AGENCY**	**PROJECT**
Construction by:	**AGENCY**	**PROJECT**

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

d) The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy including Tenn. Code Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of

the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.

b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.

c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.

b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.

1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.

b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.

c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.

d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the

Department, the Agency shall not execute an agreement for the Construction phase of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.

c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.

d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.

e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.

b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.

2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with

the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.

c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.

b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:

1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;

2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;

3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or

5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

a) If the Project provided for herein includes travel compensation, reimbursement to the Agency for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time and subject to the Agreement Budget.

C.9 Agency Deposit

a) In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.

b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices,

including, but not limited to, replacement of solar panels, batteries, lights and lenses.

b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**
It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**
The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) **Instructions for Certification - Primary Covered Transactions:**

By signing and submitting this Agreement, the Agency is providing the certification set out below.

1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.

5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.

6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;

2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and

4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

a) The Agency warrants that no amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement.

b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:

1) "No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subContractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency certifies, to the best of its knowledge and belief, that:

a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts,

and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.

b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.

b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

a) In the event that an Agency expends $500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.

b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.

c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.

b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.

c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.

b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.

c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.

d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc

b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.

1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		**Open to Public and Vehicular Traffic**
$1.00 - $200,000	=	5 Years
>$200,000 - $500,000	=	10 Years
>$500,000 - $1,000,000	=	20 Years

b) Projects over $1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

BY: _____
Shanna Whitelaw, Interim Director
Department of Public Works

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner

APPROVED AS TO AND AVAILABILITY OF FUNDS

BY: _____
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND LEGALITY

BY: Tara M. Ladd
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of

_____, 20 _____.

BY: _____
Metropolitan Clerk

APPROVED AS TO RISK AND INSURANCE

BY: Balogun Cobb
Director of Insurance

EXHIBIT A for Amendment 4

AGREEMENT #: 080019

PROJECT IDENTIFICATION #: 103490.00

FEDERAL PROJECT #: STP-M-1900(28)

STATE PROJECT #: 19LPLM-F3-011

PROJECT DESCRIPTION: Jefferson Street, From 28th Avenue to 21st Avenue North - This project will include signing, lighting, landscaping and re-development, and maintenance of pedestrian facilities. The project will help to create safe bicycle travel.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Intersection Improvements

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	LOCAL	0	0	100	**$325,563.00**
RIGHT-OF-WAY	U-STBG	80	0	20	**$2,100,000.00**
CONSTRUCTION	U-STBG	80	0	20	**$1,335,000.00**
CEI	U-STBG	80	0	20	**$150,000.00**
TDOT ES	U-STBG	80	0	20	**$15,000.00**

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Attachment

Index Of Sheets

SHEET NO.	DESCRIPTION
1	TITLE SHEET
2-2A	TYPICAL SECTIONS
3	RIGHT-OF-WAY ACQUISITION TABLE
3A-3B	PROPERTY MAPS
4-5	PRESENT LAYOUT
4A-5A	R.O.W. DETAILS
4B-5B	PROPOSED LAYOUT
4C-5C	PROFILE
6-7	PROFILE OF SIDE ROADS AND STREETS
8	PROFILE OF PRIVATE DRIVES
9	CULVERT SECTION
10 -10C	EROSION PREVENTION AND SEDIMENT CONTROL PLAN
11-11D	TRAFFIC CONTROL PLANS WITH CONSTRUCTION PHASING NOTES
12-12A	SIGNAL LAYOUT INTERSECTION 1
13-13A	SIGNAL LAYOUT INTERSECTION 2
14-21	ROADWAY CROSS-SECTION
22-23	SIDEROAD CROSS-SECTION

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS

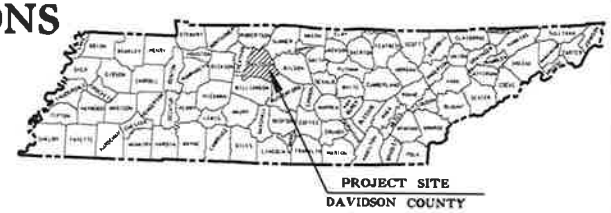
TENN.	YEAR	SHEET NO.
	2013	1
FED. AID PROJ. NO.	STP-M-1900(28)	
STATE PROJ. NO.	19LPLM-F0-012	

JEFFERSON STREET INTERSECTIONS

JEFFERSON STREET AT 28th AVE. / ED TEMPLE BLVD.
JEFFERSON STREET AT 21st AVE. NORTH

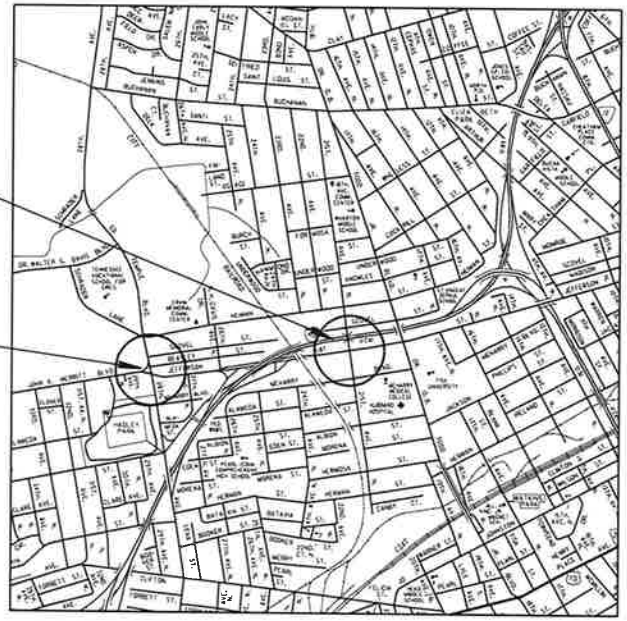
RIGHT-OF-WAY

STATE HIGHWAY NO. N/A F.A.H.S. NO. N/A



19LPLM-F0-012
PROJ. NO. STP-M-1900(28) (ROW)
INTERSECTION 2
JEFFERSON STREET AT 21st AVE. NORTH
STA. 51+66.97 TO STA. 56+30.78

19LPLM-F0-012
PROJ. NO. STP-M-1900(28) (ROW)
INTERSECTION 1
JEFFERSON STREET AT 28th AVE. NORTH / ED TEMPLE BLVD.
STA. 11+54.03 TO STA. 14+15.66



SCALE: 1" = 1000'

N

NO EXCLUSIONS
NO EQUATIONS

LOCALLY MANAGED PROJECT

R.O.W. PLANS

SEALED BY

JEFFERSON ST. @ 28th AVE./ED TEMPLE BLVD.	0.050 MILE
JEFFERSON ST. @ 21st AVE. NORTH	0.088 MILE
TOTAL R.O.W. LENGTH	0.138 MILE

TRAFFIC DATA	
* ADT (2013)	13245
ADT (2018)	14899
DHV (2018)	1489
D	50 - 50
T (ADT)	7 %
T (DHV)	10 %
V	30 MPH

* FROM TDOT TRAFFIC HISTORY DATA AT STATION 000426.

APPROVED:

METRO/NASHVILLE PUBLIC WORKS

DATE:

SPECIAL NOTES

PROPOSALS MAY BE REJECTED BY THE COMMISSIONER IF ANY OF THE UNIT PRICES CONTAINED THEREIN ARE OBVIOUSLY UNBALANCED, EITHER EXCESSIVE OR BELOW THE REASONABLE COST ANALYSIS VALUE.

THIS PROJECT TO BE CONSTRUCTED UNDER THE STANDARD SPECIFICATIONS OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION DATED MARCH 1, 2006 AND ADDITIONAL SPECIFICATIONS AND SPECIAL PROVISIONS CONTAINED IN THE PLANS AND IN THE PROPOSAL CONTRACT.

DESIGNED BY NEEL-SCHAFFER, INC.

DESIGNER JOSEPH C. DEERING, P.E. CHECKED BY SHARON M. SCHULTZ, P.E.

P.E. NO. 19LPLM-F0-012

PIN NO. 103490.00

NEEL-SCHAFFER
Solutions you can build upon

NS PROJECT NO. 00.08555.001

8/6/2013 10:58:27 AM
N:\8555 Jefferson Street\01-Intersections\DRAWING\85550-001.SHT

File #: RS2021-757, **Version:** 1

Initial resolution determining to issue general obligation bonds of The Metropolitan Government of Nashville and Davidson County in an aggregate principal amount of not to exceed $474,610,000.

WHEREAS, it is necessary and in the public interest of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") to issue general obligation bonds in an aggregate principal amount of not to exceed $474,610,000 (the "Bonds") for the purposes hereinafter provided; and,

WHEREAS, pursuant to Section 9-21-205, Tennessee Code Annotated, prior to the issuance of any general obligation bonds, the governing body of the local government proposing to issue said bonds shall adopt a resolution determining to issue the same; and,

WHEREAS, for the purpose of complying with the requirements of said statute, the Metropolitan County Council of the Metropolitan Government adopts this Resolution.

NOW, THEREFORE BE IT RESOLVED BY THE METROPOLITAN COUNTY COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. Purpose. For the purposes of financing (a) all or a portion of the costs of the acquisition of land for and the planning, design, development, construction, renovation, modification, improvement, upgrade, expansion, repair, maintenance, rehabilitation, equipping and/or acquisition of the following public works projects (as defined in Section 9-21-105, Tennessee Code Annotated): (1) school buildings and facilities; (2) parks, parks facilities, and greenways; (3) public safety buildings and facilities, including, buildings and facilities for the police and fire departments, and technology improvements related to the foregoing; (4) facilities related to traffic control center; (5) bridges including lighting and related technology improvements; (6) bikeways, sidewalks, roads, streets and rights-of-way, including streetscape improvements, drainage improvements, lighting, signage and signalization, roadway improvements related to traffic management and traffic calming, and related information technology improvements; (7) facilities related to transit centers and shelter improvements; (8) Metropolitan Government buildings and facilities; (9) information technology improvements related to public works projects of the Metropolitan Government; (10) drainage systems including stormwater sewers and drains; (11) solid waste system improvements; (12) public transportation (including monies for grant matches), and; (13) vehicles for the Metropolitan Government and (collectively, the “Projects”), as all such Projects are more specifically set forth on Exhibit A attached hereto; provided, however, that the specific portion of total funding allocated to each Project as set forth on Exhibit A may hereafter be amended by legislation of the Metropolitan Council; and further provided that such Projects with an estimated value in excess of $5,000,000 are more specifically set forth on collective Exhibit B attached hereto; (b) acquisition of all property, real and personal, appurtenant to the foregoing and acquisition or construction of certain public art as required by Ordinance No. BL2000-250; (c) legal, fiscal, administrative, architectural and engineering costs incident to all the foregoing; (d) all other costs authorized to be financed pursuant to Section 9-21-109, Tennessee Code Annotated, including without limitation, costs of issuance of the Bonds and (e) the payment or reimbursement of the payment of principal of and interest on any bonds, notes or other debt

obligations issued in anticipation of the Bonds, the Metropolitan County Council hereby determines to issue the Bonds in an aggregate principal amount of not to exceed $474,610,000.

Section 2. Authorization. The Bonds described herein shall be issued pursuant to the Charter of the Metropolitan Government and/or the Local Government Public Obligations Act of 1986, as amended, codified as Title 9, Chapter 21, Tennessee Code Annotated, and no referendum or election shall be required for the issuance of the Bonds unless a petition for an election relating to their issuance is filed within the time and in the manner provided for in said statute.

Section 3. Interest. The maximum rate of interest of the Bonds shall not exceed seven and one-quarter percent (7.25%) or the maximum rate permitted by applicable law.

Section 4. Source of Payment. Debt service on the Bonds shall be payable from and secured by ad valorem taxes on all taxable property in the General Services District and Urban Services District, fully sufficient to pay all such debt service falling due prior to the time of collection of the next succeeding tax levy; provided, however, taxes so levied in the General Services District shall be levied in an amount sufficient to pay that portion of such debt service attributable to school projects and projects in the General Services District financed by the Bonds; and the taxes so levied in the Urban Services District shall be levied in an amount sufficient to pay that portion of such debt service attributable to projects in the Urban Services District financed by the Bonds; provided, further, however, that the Metropolitan Government shall be unconditionally and irrevocably obligated to levy and collect ad valorem taxes without limit as to rate or amount on all taxable property within the Metropolitan Government to the full extent necessary to pay all debt service on the Bonds, and the full faith and credit of Metropolitan Government shall be irrevocably pledged to the payment thereof.

Section 5. Publication of Resolution. The Metropolitan Clerk is hereby directed to cause this Resolution, upon its adoption, together with the statutory notice required by Section 9-21-206, Tennessee Code Annotated, to be published in full once in a newspaper published and having general circulation in the Metropolitan Government.

Section 6. Effective Date. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

Analysis

This resolution authorizes the issuance of up to $474,610,000 in general obligation bonds to provide funding for various projects contained in the Mayor’s proposed capital spending plan.

This resolution would provide $270,640,000 for the General Government, $190,970,000 for Metro Nashville Public Schools, and a contingency of $13,000,000.

The capital spending plan filed by the administration includes the information required by Ordinance No. BL2019-77, which requires disclosure of full cost itemizations prior to submission of capital expenditure authorization legislation to the Council. Approval of this initial resolution would allow the Metropolitan Government to use its commercial paper program to provide short-term financing to commence construction prior to the sale of the long-term bonds.

For purposes of context, the amounts of the five prior capital spending plans are as follows:

- RS2020-213 $154,000,000
- RS2018-1454 $351,100,000
- RS2017-963 & 713 $421,215,000
- RS2016-245 $475,000,000
- RS2015-1500 $520,000,000

A list of the capital projects to be funded through this spending plan, including the estimated cost for each of the projects, is attached to this analysis. Each of these capital projects is properly listed within the Capital Improvements Budget.

This resolution was previously deferred for one meeting pursuant to Rule 21 of the Council Rules of Procedure.

Fiscal Note: This resolution would authorize issuance of up to $474,610,000 in general obligation bonds to provide funding for the Mayor's proposed capital spending plan.

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - $474,610,000

GENERAL GOVERNMENT - $270.64 MILLION /
MNPS - $190.97 MILLION / CONTINGENCY - $13.0 MILLION

Agency / Department	CIB Project ID	Allocation	Not to Exceed (Plus Contingency)
PARKS			**$23,390,000**
Buildings: Repair/Replace Mechanical Systems	19PR0001	$ 2,000,000	
Shelby Park Bridge Repair Lake Sevier Dam	19PR0041	350,000	
Ascend Amphitheater - Electrical Work	19PR0001	1,200,000	
Park Lighting	19PR0001	1,000,000	
Playgrounds Systemwide	19PR0013	1,000,000	
HVAC: Cleveland Commty Ctr	19PR0015	50,000	
HVAC: Shelby Commty Ctr	19PR0015	50,000	
HVAC: Sportsplex Indoor Tennis	19PR0015	50,000	
Warner Fence Replacement	19PR0020	85,000	
Greenway Bridge Repairs	19PR0023	100,000	
Antioch Greenway	19PR0023	85,000	
Fort Negley Repairs	19PR0034	1,000,000	
Greenway: Charlotte Corridor Rail w/ Trail - S2 & S4	20PR0001	9,520,000	
EAB Park Tree Inventory	19PR0025	750,000	
Bells Bend Property	19PR0005	2,000,000	
Clinton Fisk Park Improvements	19PR0004	750,000	
Old Hickory Commty Ctr - Playground, Other	19PR0001	3,400,000	
FINANCE			**4,000,000**
Hyperion Upgrade: Budget Mgmt System EoL	20FI0001	2,000,000	
Participatory Budgeting Pilot for North Nashville Infrastructure	12FI0002	2,000,000	
FIRE			**29,000,000**
Fire Station 2	18FD0005	14,000,000	
Replacement of Heavy Apparatus	20GS0001	15,000,000	
GENERAL SERVICES			**22,500,000**
OFM fleet replacement funding (w/o Fire)	20GS0001	10,000,000	
Building Operations Major Maintenance	20GS0002	8,000,000	
Sustainability: Revolving and Innovation Fund	20GS0004	2,000,000	
New Facility Planning, Site Evaluation, and Unexpected Relocation Projects.	21GS0001	2,500,000	
ITS			**9,200,000**
Radio System Upgrade and Maintenance Contract	18IT0001	6,500,000	
Expertise & Resources for Tech & Construction Projs	15IT0006	2,700,000	
LIBRARY			**1,700,000**
Maintenance General	18PL0003	1,700,000	
JUVENILE COURT			**1,200,000**
Juv Justice Ctr: New JCC Process (Program Mgr)	19GS0005	450,000	
Juv Justice Ctr: Portable Trailer for Addnl Court Area	19GS0005	750,000	
MUNICIPAL AUDITORIUM			**2,500,000**
Plumbing & HVAC Repairs / Renovations	09MA0001	$ 2,500,000	

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - $474,610,000

GENERAL GOVERNMENT - $270.64 MILLION /
MNPS - $190.97 MILLION / CONTINGENCY - $13.0 MILLION

Agency / Department	CIB Project ID	Allocation	Not to Exceed (Plus Contingency)
METRO ACTION COMMISSION			**1,050,000**
Sprinkler System Installations - HeadStart Facilities	07AC0001	500,000	
Replace Damaged Walls & Flooring in North Ctr	20AC0002	150,000	
Replace Damaged CVT Tile Throughout Douglass Ctr	20AC0004	150,000	
Reconstruct Side of Richland Ctr & Parking lot.	20AC0005	250,000	
POLICE			**$22,500,000**
Southeast Police Precinct (Murfreesboro Rd)	19GS0006	12,000,000	
Emergency Communications Center / OEM Campus	19GS0004	3,000,000	
Automated Fingerprint Identification System Upgrade	20PD0001	4,000,000	
Crime Lab Instrumentation Upgrades	17PD0003	3,500,000	
PUBLIC WORKS			**8,450,000**
Madison Station Blvd - Phase 2	20PW020	5,000,000	
Solid Waste	16PW0003	2,150,000	
Satellite City Payment for Road Infrastructure	06PW0011	1,300,000	
WATER / STORMWATER			**19,830,000**
State of Good Repair; Stormwater Projects	09WS0025 09WS0027 21WS0023	19,830,000	
MDHA			**2,000,000**
Infrastructure Participation Agreements for Affordable Housing (MDHA)	20HA0004	2,000,000	
METRO SCHOOLS			**123,120,000**
Design / Construction Projects			
Hillwood High in Bellevue - New Construction Phase	16BE0014	100,000,000	
Cane Ridge High School - Addition	18BE0017	18,840,000	
Cane Ridge Middle - New (Design Phase)	19BE0003	4,280,000	
Misc. Deferred Maintnc District-Wide Projs			**67,850,000**
Environmental Remediation / Testing	14BE0037	250,000	
ADA Compliance	13BE0041	1,000,000	
HVAC Upgrades (Boilers, Chillers, Cooling Towers, etc.)	14BE0045	61,600,000	
Emergency Construction and Contingency	14BE0042	5,000,000	
PLANNING DEPT			**1,438,000**
Neighborhood Planning & Infrastructure Studies for North Nashville, Edgehill and Southeast	20PC0002	900,000	
East Bank Planning, Open Space and Infra Study	20PC0003	538,000	

EXHIBIT A

FY 2020-21 CAPITAL SPENDING PLAN

Total - $474,610,000

GENERAL GOVERNMENT - $270.64 MILLION /
MNPS - $190.97 MILLION / CONTINGENCY - $13.0 MILLION

Agency / Department	CIB Project ID	Allocation	Not to Exceed (Plus Contingency)
TRANSPORTATION PLAN			**$121,882,000**
MTA Grant Match - MTA	15MT0001	$ 4,000,000	
MTA Grant Match - RTA	15MT0006	660,000	
State of Good Repair			
06PW0011 Paving ($30,000,000)	06PW0011	30,000,000	
06PW0019 Sidewalks ($10,000,000)	06PW0019	10,000,000	
02PW011 Bridge Program ($7,750,000)	02PW011	7,750,000	
19PW0002 Countywide Bridge Lighting ($2,250,000) ($2,250,000)	19PW0002	2,250,000	
Sidewalks			
06PW0019 Sidewalks - *Walk/Bike Updates;* Lower *Broadway Pedestrian Impvts*	06PW0019	11,000,000	
Jefferson Street Cap			
02PW020 - Roadways, ROW	02PW020	5,800,000	
Restoration & Resiliency, State Routes, Partnership			
02PW020 Roadways, ROW	02PW020	15,000,000	
Safety, Vision Zero and Traffic Calming			
02TP002 Traffic Management Program	02TP002	15,000,000	
Active Transportation			
11PW0006 Bikeways	11PW0006	4,500,000	
02PW020 Roadways, ROW	02PW020	2,500,000	
Traffic Management and Signal Upgrades			
21PW0001 Traffic Control Center	21PW0001	500,000	
02TP002 Traffic Management Prgm ($5,300,000)	02TP002	5,300,000	
02PW020 Roadways, ROW	02PW020	1,700,000	
Downtown Neighborhood Traffic Project			
02PW0020 Roadways	02PW020	1,000,000	
18PW0002 IT Upgrades	18PW0002	1,922,000	
MTA: Shelter Improvements & Neighborhood	20MT0002	1,250,000	
and Regional Transit Centers	18MT0002	750,000	
02PW020 - Roadways - *Land Purchase*	20PW020	1,000,000	
	Sub-Total	$ 461,610,000	$ 461,610,000
CONTINGENCY / 1% FOR THE ARTS			
- GSD Contingency		7,000,000	
- MNPS Contingency		6,000,000	
	TOTAL	**474,610,000**	

CAPITAL PROJECT COST ITEMIZATION FORM

Fire - Heavy Apparatus Replacement

FY21 CIB # 20GS0001
Date 2/5/2021

CAPITAL PROJECT NAME: OFM - FLEET REPLACEMENT FUNDING

PROJECT DESCRIPTION: Funding to replace vehicles and equipment meeting the criteria for replacement by OFM

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
		N/A	

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	--
If No, when is additional funding anticipated? (Phased project)	Later 4% & Captl-FY22

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	14,920,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**14,920,000.00**

*** Details of Other Anticipated Project Costs:** 21 Ambulances - $7,560,000, 10 Engine Pumpers - $5,300,000, 2 Aerial Ladder Trucks - $2,060,000

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget

Form Prepared By: Gina Gibbs

CAPITAL PROJECT COST ITEMIZATION FORM

FIRE - Station #2

FY21 CIB # 18FD0005
Date 3/9/2020

CAPITAL PROJECT NAME: FIRE - UPDATE FIRE STATION #2

PROJECT DESCRIPTION: Additional funding to completely renovate/replace Fire Station 2 including land acquisition * It is the understanding of NFD from General Services that the Hill Property (Metro Property) located at 500 - 506 2nd Ave N. is the projected site for construction of Fire Station 2

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	32400220.507999.0.0.0.40220.032.0.0.0.	1,250,000

* less any Contingency

Will this allocation complete the funding for this project?	**Yes**
If Yes, what is the anticipated date to close-out the project?	12-15 months from
If No, when is additional funding anticipated? (Phased project)	Land Purchase if

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	*0
Environmental Compliance	1,376,318.75
Temporary Relocation	-
Architectural & Engineering	80,000.00
Design	430,724.73
Construction	9,885,308.56
Furniture, Fixtures & Equipment	700,000.00
Infrastructure Improvement	157,593.75
New and Supporting Technology	437,847.97
Utility-Relocation, Misc. Costs, etc.	586,009.38
Other Anticipated Project Costs *	150,000.00
Total Funding Request	**13,803,803.14**

*** Details of Other Anticipated Project Costs:** *Zero land aquisition is contingent on cost-neutral build on Hill Site property. Any other build site would require land purchase. **
Project estimate includes funding for demolition of buildings currently on Hill Site property. Other Anticipated Costs is for Construction Management Group.

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	None
What Fiscal Year will this Impact Operating Budget?	None

Details - On Impact to Operating Budget **No Operating increases, captial project is facility replacement**

Form Prepared By: Gina Gibbs

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - OFM - Fleet Replacement

FY21 CIB # 20GS0001
Date 2/5/2021

CAPITAL PROJECT NAME: OFM - FLEET REPLACEMENT FUNDING

PROJECT DESCRIPTION: Funding to replace vehicles and equipment meeting the criteria for replacement by OFM

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
		N/A	

* less any Contingency

Will this allocation complete the funding for this project?	Yes
If Yes, what is the anticipated date to close-out the project?	FY21
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	10,000,000.00
Total Funding Request	**10,000,000.00**

*** Details of Other Anticipated Project Costs:** See attached

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget N/A

Form Prepared By: Stacey Wall

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - Bldg Opers - Major Maintenance

FY21 CIB # 20GS0002
Date 2/5/2021

CAPITAL PROJECT NAME: BUILDING OPERATIONS MAJOR MAINTENANCE

PROJECT DESCRIPTION: Funding for both planned and unplanned major maintenance items at General Services operated facilities.

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
		N/A	

* less any Contingency

Will this allocation complete the funding for this project?	**Yes**
If Yes, what is the anticipated date to close-out the project?	30-Jun-22
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	8,000,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**8,000,000.00**

*** Details of Other Anticipated Project Costs:** (See attached spreadsheet of Unfunded Major Maintenance Projects.

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	FY22

Details - On Impact to Operating Budget N/A

Form Prepared By: Randall Jones, Assistant Director

CAPITAL PROJECT COST ITEMIZATION FORM

General Services - Police Precinct

FY21 CIB # 19GS0006
Date 2/5/2021

CAPITAL PROJECT NAME: POLICE PRECINCT - MURFREESBORO ROAD

PROJECT DESCRIPTION: New Police precinct at Murfreesboro Road location

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	10405220.507999.0.0.0.40220.010.0.0.0.	1,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**Yes**
If Yes, what is the anticipated date to close-out the project?	FY25
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	0.00
Design	0.00
Construction	8,500,000.00
Furniture, Fixtures & Equipment	1,230,000.00
Infrastructure Improvement	250,000.00
New and Supporting Technology	750,000.00
Utility-Relocation, Misc. Costs, etc.	300,000.00
Other Anticipated Project Costs *	970,000.00
Total Funding Request	**12,000,000.00**

*** Details of Other Anticipated Project Costs:** Soft Costs include, but are not limited to: Commissioning, LEED, Surveys, Testing, Inspections, Geotechnical, Materials Testing, Security Consulting, Impact Fees, Photo Documentation, Management, Regulatory Fees, Misc. Expenses.

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	168,750.00
What Fiscal Year will this Impact Operating Budget?	FY24

Details - On Impact to Operating Budget **Estimated operating cost for a period of 1-year, based on $6.75 per square foot (25,000 SF); includes utilities, janitorial services, routine maintenance.**

Form Prepared By: Department of General Services

CAPITAL PROJECT COST ITEMIZATION FORM

ITS - Radio System Upgrades

FY21 CIB # 18IT0001
Date 2/5/2021

CAPITAL PROJECT NAME: 800 MHz RADIO SYSTEM EXPANSION AND EQUIPMENT UPGRADE

PROJECT DESCRIPTION: Year 1 Of 5 Year Contract For System Upgrade To The B-Side Of The Public Safety Radio System And Replacement Of EoL Radios

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2017-713	40018	14401018.507999.0.0.0.40018.014.0.0.0.	301,500
RS2018-1454	40119	14406119.507999.0.0.0.40119.014.0.0.0.	1,918,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	**CSP for FY22 (phased)**

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural & Engineering	995,572.02
Design	266,941.82
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	861,133.36
New and Supporting Technology	3,860,652.80
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	515,700.00
Total Funding Request	**6,500,000.00**

*** Details of Other Anticipated Project Costs:** Critical Connect (5 year upfront subscription) for interoperation with adjacent radio systems and WiFi/4G applications.

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	2,718,588.87
What Fiscal Year will this Impact Operating Budget?	2021

Details - On Impact to Operating Budget: **Annual Maintenance and System Upgrade Agreement. The estimated operating impact amount shown is prior to the billing of the NES portion (of 25%).**

Form Prepared By: Jody Clinard

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Cane Ridge High School - Addition

CIB # 18BE0017
Date 2/5/2021

CAPITAL PROJECT NAME: SCHOOL EXPANSIONS

PROJECT DESCRIPTION: Expansion Projects in Metro Schools; Cane Ridge HS Addition

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
		N/A	

* less any Contingency

Will this allocation complete the funding for this project?	**yes**
If Yes, what is the anticipated date to close-out the project?	2023/2024
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	737,137.00
Design	0.00
Construction	11,684,800.00
Furniture, Fixtures & Equipment	789,600.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	5,628,463.00
Total Funding Request	**18,840,000.00**

*** Details of Other Anticipated Project Costs:** *Site Survey, Soil Investigation, Commissioning, Project Management, Printing, Security Cameras, Burglar Alarm, Special Inspections, Project Contingency,utility connection fees, and technology infrastructure*

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	200,000.00
What Fiscal Year will this Impact Operating Budget?	2023

Details - On Impact to Operating Budget Yearly utilitiy costs/general operations of the facility. Full actual operating budget impact can not be quantified until project completion

Form Prepared By: David Proffitt

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Misc. District-Wide Projects - Emergency Construction & Contingency

CIB # 14BE0042
Date 2/5/2021

CAPITAL PROJECT NAME: EMERGENCY CONSTRUCTION AND CONTINGENCY

PROJECT DESCRIPTION: Miscellaneous District-Wide Projects [Electrical Upgrades, HVAC Upgrades, Roof Repair / Replacement, Building Energy Upgrades, etc.]

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	45220	80409220.507999.0.0.0.45220.080.0.0.0.	$1,500,000
RS2018-1454	45119	80421119.507999.0.0.0.45119.080.0.0.0.	5,000,000
RS2017-963	45118	80405118.507999.0.0.0.45118.080.0.0.0.	610,000

* less any Contingency

Will this allocation complete the funding for this project?	**NO**
If Yes, what is the anticipated date to close-out the project?	Reoccuring annual needs
If No, when is additional funding anticipated? (Phased project)	Reoccuring annual needs

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	50,000.00
Temporary Relocation	0.00
Architectural Engineering	250,000.00
Design	150,000.00
Construction	4,100,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	200,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	250,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**5,000,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget: This capital funding is used for major emergency contingency costs district wide including but not llmited to HVAC, plumbing, electrical, small construction projects or structural issues outside of differed maintenance projects or other construciton projects. Actual operating budget impact can not be quantified until project completion.

Form Prepared By: David Proffitt

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - Hillwood High School

CIB # 16BE0014
Date 2/5/2021

CAPITAL PROJECT NAME: HILLWOOD HIGH SCHOOL - REPLACE - 1,600 STUDENTS

PROJECT DESCRIPTION: Hillwood High School - Replace - 1,600 Students

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2018-1454	45119	80401119.507999.0.0.0.45119.080.0.0.0.	$10,000,000
	45018	80402018.507999.0.0.0.45017.080.0.0.0.	$10,200,000
	45017	80405517.507999.0.0.0.45017.080.0.0.0.	$2,250,000
	45016	80405516.501999.0.0.0.45016.080.0.0.0.	$1,750,000

* less any Contingency

Will this allocation complete the funding for this project?	**Yes**
If Yes, what is the anticipated date to close-out the project?	2023/2024
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	10,200,000.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	5,612,044.00
Design	0.00
Construction	118,800,145.00
Furniture, Fixtures & Equipment	2,668,050.00
Infrastructure Improvement	0.00
New and Supporting Technology	3,172,599.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	4,697,162.00
Total Funding Request	**145,150,000.00**

*** Details of Other Anticipated Project Costs:** Site Survey, Soil Investigation, Commissioning, Project Management, Printing, Security Cameras, Burglar Alarm, Special Inspections, Project Contingency

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	650,000.00
What Fiscal Year will this Impact Operating Budget?	2023/2024

Details - On Impact to Operating Budget Yearly utilitiy costs, and general operations of the facility. Actual operating budget impact can not be quantified until project completion.

Form Prepared By: David Proffitt

CAPITAL PROJECT COST ITEMIZATION FORM

MNPS - HVAC Upgrades and Replacements

CIB # 14BE0045
Date 2/5/2021

CAPITAL PROJECT NAME: HVAC UPGRADES AND REPLACEMENTS

PROJECT DESCRIPTION: HVAC Chillers, Controls, Components and Replacements

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	45220	80420220.507999.0.0.0.45220.080.0.0.0.	$20,700,000
RS2018-1454	45119	80406119.507999.0.0.0.40119.080.0.0.0.	$9,900,000
RS2017-713	45018	80418018.507999.0.0.0.40118.080.0.0.0.	$7,300,000

* less any Contingency

Will this allocation complete the funding for this project?	**NO**
If Yes, what is the anticipated date to close-out the project?	Reoccuring annual needs
If No, when is additional funding anticipated? (Phased project)	Reoccuring annual needs

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	3,750,000.00
Design	0.00
Construction	57,850,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**61,600,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget

This capital funding is for HVAC deferred maintenance district wide/ building component replacements will relieve general operational budget by reducing repairs and service costs an dimproving efficienty of the mechanical systems. Actual operating budget impact can not be quantified until project completion.

Form Prepared By: David Proffitt

CAPITAL PROJECT COST ITEMIZATION FORM

PARKS - Greenway - Charlotte Corridor Rail with Trail

CIB # 20PR0001
Date 2/5/2021

CAPITAL PROJECT NAME: GREENWAY - CHARLOTTE CORRIDOR RAIL with TRAIL SEGMENTS 2 AND 4

PROJECT DESCRIPTION: 2.5 segment of a 4.5 mile total multi-use trail design and construction. Major segment of planned 23-mile City Central Greenway urban loop. Active transportation. Connects neighborhoods of diverse incomes with job centers, school and parks.

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
		N/A	

* less any Contingency

Will this allocation complete the funding for this project?	**Not the entire 4.5**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	Phased Project

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	not identified
Environmental Compliance	not identified
Temporary Relocation	0.00
Architectural & Engineering	1,212,000.00
Design	0.00
Construction	10,100,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**11,312,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	N/A
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Cindy Harrison

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Bridge Program (Transportation Plan)

CIB # 02PW0011
Date 2/5/2021

CAPITAL PROJECT NAME: BRIDGE PROGRAM - MAINTENANCE, REPAIR, REHABILITATION, REPLACEMENTS, ETC. - COUNTYWIDE

PROJECT DESCRIPTION: Bridge Maintenance, Repair, Rehabilitation, Replacements, New, Box Culverts, Guardrails, Various Countywide Program Miscellanous Locations (State of Good Repair)

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2018-1454	40119	42404119.507999.0.0.0.40119.042.0.0.0	$4,000,000
RS2016-245	40017	42404017.507999.0.0.0.40017.042.0.0.0	$10,000,000
RS2015-1500	40016	42404016.507999.0.0.0.40016.042.0.0.0	$28,800,000
RS2014-1126	40015	42404015.507999.0.0.0.40015.042.0.0.0	$6,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	Ongoing

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	500,000.00
Construction	6,750,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	500,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**7,750,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Madison Station Blvd

CIB # 20PW020
Date 2/5/2021

CAPITAL PROJECT NAME: ROADWAY AND RIGHT OF WAY ITEM RECONSTRUCTION, IMPROVEMENTS AND MAINTENANCE

PROJECT DESCRIPTION: Phase 2 of the Madison Station Blvd Project to include streetscaping from Madison Street to Old Hickory Blvd

PROJECT FUNDING HISTO

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	42403220.507999.0.0.0.40220.042.0.0.0.	$2,200,000
RS2018-	40119	42403119.507999.0.0.0.40119.042.0.0.0.	$15,000,000
RS2017-963	40118	42402118.507999.0.0.0.40118.042.0.0.0.	$7,375,000
RS2017-713	40018	42404018.507999.0.0.0.40018.042.0.0.0.	$13,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**Yes**
If Yes, what is the anticipated date to close-out the project?	7/1/2022
If No, when is additional funding anticipated? (Phased project)	

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	0.00
Construction	4,600,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs,	400,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**5,000,000.00**

*** Details of Other Anticipated Project Costs**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Paving Program (Transportation Plan)

CIB # 06PW0011
Date 2/5/2021

CAPITAL PROJECT NAME: Paving Program

PROJECT DESCRIPTION: Roadway maintenance for reconstruction, resurfacing, paving, preservation, marking and temporary repairs (State of Good Repair)

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	42401220.507999.0.0.0.40220.042.0.0.0	$6,000,000
RS2018-1454	40119	42401119.507999.0.0.0.40119.042.0.0.0	$30,000,000
RS2017-713	40018	42401018.507999.0.0.0.40018.042.0.0.0	$35,000,000
RS2016-245	40017	42401017.507999.0.0.0.40017.042.0.0.0	$35,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	ongoing need

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	0.00
Construction	26,700,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	3,300,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**30,000,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Roadways (Transportation Plan)

CIB # 02PW020
Date 2/5/2021

CAPITAL PROJECT NAME: ROADWAY AND RIGHT OF WAY ITEM RECONSTRUCTION, IMPROVEMENTS AND MAINTENANCE

PROJECT DESCRIPTION: Includes Capital projects such as initiation of Jefferson Street Cap Design, new bikeways, new traffic pedestrian signals, partnership funded capital projects such as Gallatin PK sustainability and MLK sustainability projects, Downtown Neighborhood Traffic Project, Land for Public Works for Operations

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	42403220.507999.0.0.0.40220.042.0.0.0.	$2,200,000
RS2018-1454	40119	42403119.507999.0.0.0.40119.042.0.0.0.	$15,000,000
RS2017-963	40118	42402118.507999.0.0.0.40118.042.0.0.0.	$7,375,000
RS2017-713	40018	42404018.507999.0.0.0.40018.042.0.0.0.	$13,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	on going

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	1,000,000.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	18,000,000.00
Construction	7,000,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	1,000,000.00
Other Anticipated Project Costs *	
Total Funding Request	**27,000,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Sidewalks (Transportation Plan)

CIB # 06PW0019
Date 2/5/2021

CAPITAL PROJECT NAME: SIDEWALKS - CONSTRUCT AND IMPROVE

PROJECT DESCRIPTION: Sidewalks, construct and improve in accordance with Walk N Bike Plan.
Includes update to the Walk n Bike master plan. Lower Broadway sidewalks construction,fulfililng 2020 MOU. Sidewalk Repair program (State of Good Repair)

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	42402220.507999.0.0.0.40220.042.0.0.0.	$4,000,000
RS2018-1454	40119	42402119.507999.0.0.0.40119.042.0.0.0.	$30,000,000
RS2017-713	40018	42402018.507999.0.0.0.40018.042.0.0.0.	$30,000,000
RS2016-245	40017	42402017.507999.0.0.0.40017.042.0.0.0.	$30,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	On going

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	250,000.00
Construction	18,000,000.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	1,750,000.00
Other Anticipated Project Costs *	1,000,000.00
Total Funding Request	**21,000,000.00**

*** Details of Other Anticipated Project Costs:** Update to Walk n Bike Master Plan

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

Public Works - Traffic Mgmt (Transportation Plan)

CIB # 02TP002
Date 2/5/2021

CAPITAL PROJECT NAME: TRAFFIC MANAGEMENT PROGRAM

PROJECT DESCRIPTION: Traffic Management Program includes traffic signals, traffic calming, Intelligent Transportation Systems (ITS), pavement markings, pedestrian safety, parking, and school zone traffic control, and initiation of a new Traffic Control Center.

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2020-213	40220	42400220.507999.0.0.0.40220.042.0.0.0.	$1,250,000
RS2018-1454	40119	42406119.507999.0.0.0.40119.042.0.0.0.	$3,000,000
RS2017-963	40118	42403118.507999.0.0.0.40118.042.0.0.0.	$3,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	on going

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	0.00
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	2,000,000.00
Construction	17,000,000.00
Furniture, Fixtures & Equipment	500,000.00
Infrastructure Improvement	0.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	800,000.00
Other Anticipated Project Costs *	0.00
Total Funding Request	**20,300,000.00**

*** Details of Other Anticipated Project Costs:**

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	N/A

Details - On Impact to Operating Budget

Form Prepared By: Shanna Whitelaw

CAPITAL PROJECT COST ITEMIZATION FORM

WATER - Stormwater

CIB #s: 09WS0025 09WS0027 21WS0023

Date 2/5/2021

CAPITAL PROJECT NAME: STORMWATER - CAPITAL CONSTRUCTION / REMEDIAL MAINTENANCE IN USD

PROJECT DESCRIPTION: Major Capital Construction - County wide construction projects, to address recurring stormwater issues. Includes replacements of crossdrains, culverts, and addressing other related stormwater infrastructure.

PROJECT FUNDING HISTORY

Resolution #	Fund #	Account String	Total Allocated *
RS2018-1454	41119	65411119.507999.0.0.0.41119.065.0.0.0.	$20,000,000
RS2017-963	41118	65411118.507999.0.0.0.41118.065.0.0.0.	$10,000,000

* less any Contingency

Will this allocation complete the funding for this project?	**No**
If Yes, what is the anticipated date to close-out the project?	
If No, when is additional funding anticipated? (Phased project)	Recurring Project

PROJECT COST ITEMIZATION:

BL2019-77: *5.04.150 Cost Itemization for capital projects. A. The Department of Finance shall develop a Capital Project Cost Itemization Form to be completed for all proposed capital projects with an estimated total value greater than $5,000,000.00. Such form shall itemize the present value full projected costs, allowing for local market cost escalation, including, but not limited to, the following costs, as applicable:*

Land Acquisition	0.00
Environmental Compliance	
Temporary Relocation	0.00
Architectural Engineering	0.00
Design	3,000,000.00
Construction	0.00
Furniture, Fixtures & Equipment	0.00
Infrastructure Improvement	15,830,000.00
New and Supporting Technology	0.00
Utility-Relocation, Misc. Costs, etc.	0.00
Other Anticipated Project Costs *	1,000,000.00
Total Funding Request	**19,830,000.00**

*** Details of Other Anticipated Project Costs:** *Masterplanning for future capital projects*

ESTIMATED OPERATING BUDGET IMPACT:

Amount?	0.00
What Fiscal Year will this Impact Operating Budget?	

Details - On Impact to Operating Budget There is no impact to the operating budget.

Form Prepared By: Amanda Deaton-Moyer

File #: RS2021-787, **Version:** 1

A resolution approving a contract by and between The Metropolitan Government of Nashville and Davidson County and Youth Opportunity Investments, LLC, for operation and management services for the Davidson County Juvenile Detention Facility.

WHEREAS, Section 4.12.240 of the Metropolitan Code provides that "all contracts for the provision of management services for correctional facilities owned by the metropolitan government, executed on or after January 1, 2017, must be approved by resolution of the metropolitan council, duly adopted by twenty-one affirmative votes"; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County solicited offers for the operation and management of the Davidson County Juvenile Detention Facility pursuant to RFQ #57122; and,

WHEREAS, an intent to award has been issued to Youth Opportunity Investments, LLC for the operation and management services; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract between the Metropolitan Government of Nashville and Davidson County and Youth Opportunity Investments, LLC, to provide operation and management services for the Davidson County Juvenile Detention Facility, attached hereto, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves a contract with Youth Opportunity Investments, LLC (YOI), for the operation and management of the Davidson County Juvenile Detention Facility (the "Facility"). YOI is the current operator of the facility pursuant to a 2015 five-year contract. Metro purchasing issued a request for qualifications (RFQ # 57122) for this contract. One of the proposals was deemed nonresponsive, and YOI received the highest score of the remaining two.

This contract is for a term extending through February 2026, with an estimated total contract value of $28,000,000. YOI will be compensated based upon a per diem rate for each juvenile housed. The per diem amounts under the contract are as follows:

- Year 1 - $299.29
- Year 2 - $308.27
- Year 3 - $317.52

- Year 4 - $327.04
- Year 5 - $336.85

YOI will be responsible for all operation and management of the Facility. They must ensure that the Facility maintains American Correctional Association accreditation at all times. When differences arise between various standards, YOI must comply with the highest standards, as determined by Metro Juvenile Court. The contract requires that there be a Metro contract monitor who will be granted access to the Facility and records.

The Facility Director must be approved by the Juvenile Court Judge. All new employees must undergo background checks and drug screening. YOI must provide adequate healthcare and nutrition, and must provide a fulltime on-site licensed counselor or social worker. They must also provide a dietician, an on-call psychiatrist 24/7, and an on-call physician. YOI will be responsible for implementing alternative behavior management options to reduce detainee isolation.

As the Council will recall, Metro entered into a settlement agreement with YOI in June 2020 to recoup a portion of Metro's costs associated with the escape of several juveniles from the Facility. This contract includes several provisions pertaining to the procedures surrounding escapes, riots, and fires. In the event of an escape, YOI is not to attempt to apprehend the individual(s), but rather is to immediately call 911, notify the Facility Director, and notify the Juvenile Court contract monitor. Any incident that involves the dispatch of EMS must also be reported to the contract monitor. YOI must perform a monthly inspection of all safety equipment, including locks and video monitoring equipment.

The contract provides for liquidated damages in the amount of $10,000 per incident of nonperformance to be paid by YOI. Such incidents of nonperformance include, but are not limited to, the failure to comply with mandatory staffing ratios, solitary confinement regulations, and the failure to report incidents to the Department of Children Services.

The contract includes standard insurance and indemnification provisions protecting Metro from loss. No part of the operating or management services can be subcontracted without Metro's consent.

Section 4.12.240 of the Metropolitan Code provides that "all contracts for the provision of management services for correctional facilities owned by the metropolitan government, executed on or after January 1, 2017, must be approved by resolution of the metropolitan council, duly adopted by twenty-one affirmative votes."

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Contract Abstract

Contract Information

MdL

Contract & Solicitation Title: Juvenile Detention Facility Operation and Management Services

Contract Summary: Contractor agrees to operation and management services of the Juvenile Detention Facility as outlined in Exhibit B (Scope of Services) using the pricing in Exhibit A.

Contract Number: 6485978 Solicitation Number: 57122 Requisition Number: 4013770

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 6473630

Type of Contract/PO: IDIQ Contract **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 02/17/2021 Estimated Expiration Date: 02/16/2026 Contract Term: 60 Months

Estimated Contract Life Value: $28,000,000.00 Fund: 10101 BU: 26111910

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: **Juvenile Court** Department(s) Served: **Juvenile Court**

Prime Contractor Information

Prime Contracting Firm: Youth Opportunity Investments, LLC ISN#: 20079

Address: 12775 Horseferry Road City: Carmel State: IN Zip: 46032

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)

Prime Company Contact: Jim Hill Email Address: jim.hill@youthopportunity.com Phone #: 727-639-2399

Prime Contractor Signatory: Jim Hill **Email Address:** **jim.hill@youthopportunity.com**

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: N/A Percent, if applicable: 1%

Equal Business Opportunity (EBO) Program:

M/WBE Participation Amount: N/A Percent, if applicable: 6.2% MBE and 1% WBE

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Rite of Passage, Inc	☐	79.67	$82,151.93	Evaluated but not selected
Youth Opportunity Investments	☐	89.50	$77,859.53	Awarded
Wayne Halfway House, Inc	☐	N/A	N/A	Non-responsive to solictation
	☐			Select from the Following:

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** (METRO) and **Youth Opportunity Investments, LLC** (CONTRACTOR) located at **12775 Horseferry Road, Carmel, IN 46032**. This Contract consists of the following documents:

- ***Any properly executed contract amendment*** *(most recent with first priority),*
- ***This document, including exhibits,***
    - ***Exhibit A - Pricing***
    - ***Exhibit B - Scope of Services***
    - ***Exhibit C - ISA Terms and Conditions***
- ***The solicitation documentation for RFQ# 57122 and affidavit(s)*** *(all made a part of this contract by reference),*
- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Equal Business Opportunity (EBO) Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to operation and management services of the Juvenile Detention Facility as outlined in Exhibit B (Scope of Services) using the pricing in Exhibit A.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

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3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

This Contract may be extended by Contract Amendment. The option to extend may be exercised by and at the discretion of the Purchasing Agent. However, in no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $28,000,000.00. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all

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invoices no later than ninety (90) days after the services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.6. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or

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disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ('ADA') 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

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7.2. Professional Liability Insurance

In the amount of one million ($1,000,000.00) dollars

7.3. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

7.4. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Abuse and Molestation Insurance

Abuse and molestation Insurance in the amount of one million ($1,000,000.00) dollars.

7.7. Cyber Liability Insurance

Cyber Liability Insurance in the amount of one million ($1,000,000.00) dollars(for companies that have access to personal information (SSN's Addresses of employees,customers or students)).

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

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CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

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

8. GENERAL TERMS AND CONDITONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

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8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated § 10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form in a format chosen by METRO. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

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8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling thecontracted services. Storage of this information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred (Breach Notice) by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

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8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be

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made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all goods, records, reports, information , data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms,

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shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated ' 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated ' 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

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8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person tooffer, give or agree to give any employee or former employee, or for any employeeor former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity oroffer of employment to be made by or on behalf of a subcontractor under acontract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.02, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 andunderstand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result insanctions, including those set out in Section 4.48

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, costs, and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

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E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)

OR

METRO PURCHASING AGENT

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVENUE SOUTH

PO BOX 196300

NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

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8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 6486978

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Youth Opportunity Investments, LLC

Attention: James C. Hill, Jr

Address: 701 94th St., Suite 100, St. Petersburg, FL 33702

Telephone: 727-800-3511, Ext. 41102

Fax: 317-587-8835

E-mail: jim.hill@youthopportunity.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Gary D. Sallee

Attention: Gary D. Sallee

Address: 12775 Horseferry Road, Suite 200, Carmel, IN 46032

E-mail: gary.sallee@youthopportunity.com

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Contract Number 6486978

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Sheila D. J. Calloway — JS

Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane — JLR

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/tlo — TE — LP

Director of Finance — OMB — BA

APPROVED AS TO FORM AND LEGALITY:

Cynthia Gross — BL

Metropolitan Attorney — Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk — Date

CONTRACTOR:

Youth Opportunity Investments, LLC

Company Name

Jim Hill

Signature of Company's Contracting Officer

Jim Hill

Officer's Name

President

Officer's Title

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Contract 6485978

Exhibit A - Pricing

Description	Unit	Year 1 Per Diem Rate	Year 2	Year 3	Year 4	Year 5
Per Diem Rate up to 48 Youth Daily Occupancy	Per Day	$ 299.29	$ 308.27	$ 317.52	$ 327.04	$ 336.85
Per Diem Rate over 48 Youth Daily Occupancy	Per Day	$ 299.29	$ 308.27	$ 317.52	$ 327.04	$ 336.85

Per diem cost applies to youth held in the facility for 1 day or more (24+ hours).

No separate or additional cost for the processing of non-detainable youth temporaily held at the facility less than 24 hours pending release to parent or guardian.

Metro does not guarantee any minimum or maximum amount of any item shown herein.

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Exhibit B – Scope of Services

Contractor to provide operation and management services to ensure that the Facility will be operated, including all services and programs, in accordance with American Correctional Association (ACA) Standards for Juvenile Detention Facilities, Rules of Tennessee Department of Children's Services Minimum Standards for Juvenile Detention Centers and Temporary Holding, Prison Rape Elimination Act (PREA), other standards that may be mutually agreed upon between the Contractor and Metro, and all applicable federal, state, and local laws and regulations. Hereinafter, these shall collectively be referred to as the "Standards." When differences between laws, court orders, and/or standards exist, the Contractor will follow the highest standards as determined by Metro.

The Facility primarily provides short-term and long-term secure pretrial custody, programming, and care to juveniles from the Metropolitan Nashville and Davidson County area who are detained under the authority of the Davidson County Juvenile Court pursuant to Tenn. Code Ann. §37-1-114 through §37-1-117, §37-1-131, §37-1-132, and §37-1-134, and as the same may be amended. The Facility also provides for the secure care and custody under Tenn. Code Ann. §37-1-134 for transferred juveniles until their eighteenth birthday or until their adult case is adjudicated, whichever is earlier. Contractor shall provide adequate security measures, staffing, and programming approved by Metro to ensure that the needs of both short-term and long-term (transferred) juveniles are met.

- Contractor is required to maintain accreditation of the Facility with the American Correctional Association (ACA) Standards for Juveniles, and maintain standards as required by the Rules of Tennessee Department of Children's Services Minimum Standards for Juvenile Detention Centers and Temporary Holding. Contractor is required to maintain PREA compliance.
- Contractor is associated with Metro only for the purposes and to the extent set forth in this contract. With respect to the performance of the management services set out herein, Contractor is and shall be an independent Contractor and, subject to the terms of this contract, shall have the sole right to manage, control, operate, and direct the performance of the details of its duties under this Contract. Contractor, its officers, agents and employees shall not be considered officers, agents or employees of Metro. Contractor's agents and employees shall not, as a result of this contract, accrue leave, be bonded, obtain insurance or retirement benefits, be allowed to use Metro vehicles, or have access to any other benefit afforded to Metro employees. Contractor agrees not to purport to bind Metro to any obligation not assumed herein by Metro, unless Contractor has express written authority from Juvenile Court/Metro to do so, and then only within the strict limits of this authority. The sovereign immunity of the Metropolitan Government shall not apply to Contractor nor any subcontractor, agent, officer, employee or insurer of the Contractor. Neither Contractor nor any subcontractor, agent, officer, employee or insurer of the Contractor may plead the defense of sovereign immunity in any action arising out of the performance of or failure to perform any responsibility or duty under the contract.
- Contractor must be ready to assume operation and management of the Facility no later than the thirty (30) days after contract execution. Contractor will assume full responsibility for the security and management of the Facility. The Contractor shall manage the Facility economically while maintaining a safe, secure, and sanitary environment for juveniles, personnel, and the public. Contractor will provide positive youth development (PYD) programs as required by the Court, and will provide the secure care, safety, welfare, custody, and control of the juvenile population.
- Contractor is required to provide and maintain a comprehensive transition, activation and occupancy plan to Metro Juvenile Court, and comprehensive written policies, procedures and, and post orders ("the Manual"). Said Manual shall be in compliance with the Standards (See Section 2.6: Policies, Procedures, and Post Orders). Contractor shall be responsible for recruiting, hiring, and training all of the Contractor's employees. Contractor shall be responsible for providing all supplies necessary for the operation of the Facility, and for the maintenance and protection of all real and personal property.
- Contractor shall certify to Metro that the design services, as well as any construction, repair, or other infrastructure improvements made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule dated November 16, 1999, which has been adopted by Metro. In addition, all communication is to be provided in accordance with section 508 of the Rehabilitation Act and the requirements of the Metro Code 2.212, titled Effective Communication with Individuals with a Disability.
- The Metropolitan Government of Nashville and Davidson County must approve any management contract between the Contractor and any private management firm to manage the Facility, as well as any substantive amendment to any such contract, including but not limited to, any amendment to per diem rates, pursuant to Metropolitan Code 4.12.240.

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- In the event of termination of the contract, Contractor shall surrender to Metro all juvenile files, fiscal records and any other records Metro deems necessary to continue operation of the facilities. Contractor shall also surrender all Facility keys and security access cards and any and all juvenile data collected and/or maintained by Contractor in any format over which the Contractor possesses or controls. Contractor shall not restrict the right of any employee of the Contractor from discussing and/or accepting employment by Metro, should Metro desire to terminate the contract and assume operation of the Facility or should Metro decide to contract with another company for management of the Facility. All Facility supplies, fixtures, furnishings, and equipment that were provided by Contractor may be purchased by Metro at the conclusion of this contract at the Contractor's cost, less depreciation using the straight-line method over a one (1) year period. The cost shall be determined by an independent appraisal to be secured by Metro.

MINIMUM OPERATING STANDARDS

- Contractor shall operate and maintain the facility in compliance with the Standards, and Juvenile Court policies, rules, and regulations specified in writing by the Court. As noted, when differences between laws, court orders, and/or standards exist, the Contractor will follow the highest standards, as determined by Metro.
- The parties agree that Metro will incur costs and losses in the event of Contractor's failure to perform the required functions listed below and that precise computation of those costs and losses would be difficult. Accordingly, the parties agree that $10,000 per documented incident of nonperformance represents a reasonable estimate of the damages Metro is likely to incur and that such amounts may be assessed to Contractor as liquidated damages, and not penalties. Liquidated damages may be taken in the form of credits against monies due to the Contractor. Contractor will pay Metro actual damages for any breach not specified in the below non-performance classification. The following shall be classified as non-performance; therefore, constitute grounds for the assessment of liquidated damages:
    - Repeated, documented incidences of the failure to comply with mandatory staffing ratios;
    - Repeated, documented incidences of the failure to comply with the Department of Children's Services solitary confinement regulations;
    - Repeated, documented incidences of failure to support approved programming provided to the juveniles at no additional cost to the Contractor;
    - Repeated, documented failures to report incidents to Metro Nashville Police Department, Department of Children Services, and/or the Contract Monitor as may be specified by the contract or as required by applicable law or policy; and,
    - Repeated, documented incidences of the introduction of contraband into the facility.

GENERAL OPERATIONS

- Facility services and programs shall comply with the Standards and all applicable federal, state and local laws, and Juvenile court orders. When differences between laws, court orders, standards and practices exist, the highest authority, as determined by Metro, should be followed.
- Contractor is responsible for providing for the General and Facility operations, management, safety and security, housing and programming as established under this solicitation, Standards, and as requested and approved by the Juvenile Court Judge.
- Minimally, Contractor shall develop comprehensive policies, procedures, and post order, herein referred to as the "Manual" that are consistent with the Standards and Juvenile Court.
- Contractor shall cooperate with the Juvenile Court Contract Monitor, and allow for the immediate, complete, and unrestricted access to staff and juveniles; and all parts of the facility and records concerning the inspection, renovation, repair, maintenance, and operation of the facility at any and all times.
- Contractor shall adopt non-discriminatory employment practices consistent with the current practices of Metro. Contractor shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, or age, or which is in violation of applicable laws concerning the employment of individuals with disabilities.
- Contractor shall provide for the care, welfare, control, safety and security to juveniles twenty-four (24) hours a day, seven (7) days a week. Contractor shall maintain a Central Control center which will be staffed and operated twenty-four (24) hours a day, seven (7) days a week.

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Exhibit B – Scope of Services

- Contractor shall staff the Facility twenty-four (24) hours a day, seven (7) days a week. Staffing patterns shall conform to the latest version of the ACA Standards for Juvenile Detention Facilities and current supplements. Staffing patterns shall be adequate to ensure continued juvenile surveillance and maintenance of security within the Facility. The staffing pattern must address treatment and other program(s), visitation, transportation, day-to-day maintenance and security needs of the facility.
- Contractor shall implement a system to physically count juveniles, properly notify appropriate personnel, and confirm increases and decreases in the population on a shift-by-shift basis.
- The use of physical force shall be limited to that authorized by federal, state and local law, and ACA Standards. The use of force policy must be reviewed and approved by the Juvenile Court Judge and Metro Department of Law.
- Contractor shall have a corporate office infrastructure to provide for the fiscal management of the Facility and includes the capacity for administrative oversight of and legal counsel for the Contractor that can provide an immediate response to Metro in the event that concerns arise with regard to the Contractor's performance.
- Contractor shall employ a Single Administrative Authority (SAA), referred to as the Facility Director, who is employed by the Contractor. The SAA shall manage the Facility and its personnel and programs.
- Contractor shall be responsible for recruiting, hiring and training all of the Facility's personnel to provide for and maintain the care, welfare, control, safety and security to juveniles in the Facility. Contractor shall maintain a roster of screened and trained full and part-time staff as necessary to maintain staffing ratios in compliance with ACA standards, industry standards, and facility specific policies regarding staff to youth ratios and that specifically does not rely upon regularly scheduled, mandatory overtime on the part of staff in order to maintain required staff / juvenile ratio. All staffing plans must be approved in writing by Contract Monitor prior to implementation. A personnel record shall be maintained on each employee by Contractor. Facility employees must be properly trained and have appropriate credentials to perform assigned duties.
    - Staff to resident coverage ratio of 1:8 for purposes of Direct/Continuous supervision on day (6 a.m. – 2:00 p.m.) and evening (2 p.m. – 10:00 p.m.) shifts, and 1:16 on night (10:00 p.m. – 6:00 a.m.) shift and that does not include administrative, nursing, housekeeping, maintenance, or other personnel not trained in the direct care supervision of detained youth as part of the personnel count used to satisfy the 1:8 and 1:16 staff to youth ratio. Case Manager/Counselor for 1:16 Staffing Plan that allows for Case Management and Recreational coverage on day and evening shifts seven (7) days a week.
- Contractor shall maintain permanent Juvenile records and reports relevant to the operations of the Facility. Contractor must have the ability to assist the Court in monitoring the operation of the Facility and contract performance by providing information in the form of reports that will evaluate the management of and programs and services provided for the Facility on a monthly basis. Contractor shall be required to provide all reports necessary for monitoring of compliance purposes (See Schedule of Reports).
- Contractor shall maintain documentation for all charges against Metro under the contract. The books, records, and documents of Contractor insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three full years from the date of final payment and shall be subject to audit, at any reasonable time and upon reasonable notice by Metro. The records shall be maintained in accordance with generally accepted accounting principles and at no less than those recommended in the Audit Manual Standards and Procedures, published by the Comptroller of the Treasury, State of Tennessee.
- Contractor takes possession of the Facility in an "as is" condition. Contractor shall have the exclusive use of movable equipment and perishables purchased by Metro for the Facility during the term of the contract unless otherwise stated within the solicitation and/or resulting contract. Contractor shall be responsible for providing all perishables and supplies to maintain the operations of the Facility during the term of the Contract. Supplies and perishables purchased by the Contractor during the term of this contract shall become the property of Metro upon termination of this contract. At no time will the Facility, furnishings, fixtures and equipment be used for any purpose not directly related to the care of the juveniles in the Facility, without the written permission of the Juvenile Court Judge.
- The Facility is currently appointed with some fixtures, furnishings, and equipment. Contractor shall provide any additional fixtures, furnishing and equipment (FF&E) that are necessary for Contractor provided/initiated programs offered as a part of its' Juvenile Detention Facility Management. These items are submitted to the Court for approval prior to placement. If, during the term of the contract, the Contractor purchases any equipment of a different type not previously existing at the facility and listed on the inventory conducted pursuant to Section 3.1: Inventory; it may be purchased by Metro at the conclusion of this contract at the Contractor's cost, less depreciation using the straight line method over a one-year period. The cost shall be determined by an independent appraisal to be secured by Metro.
- Contractor shall maintain all fixtures, furnishings, and equipment (FF&E) located within the detention facility spaces in a good state of repair and appearance. Contractor shall maintain and provide service maintenance agreements and schedules for all FF&E maintenance not otherwise provided by Metro General Services

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department. Metro Juvenile Court shall have the right to review the Contractor's maintenance program(s), and to audit the program at any time.

- Contractor shall use and implement any and all Assessment Tools recommended and approved by the Juvenile Court Judge.
- Contractor shall provide accessible phone services for juveniles to communicate with approved contacts in compliance with the Standards and Juvenile Court. Contractor shall not deny a juvenile access to phone services as a form of punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor. The phone service shall be provided at no cost to the juveniles and their approved phone contacts. Neither the Contractor nor Juvenile Court can profit monetarily from said phone services.
- Contractor shall provide effective evidenced-based or aligned Positive Youth Development enrichment programs to focus on trauma and mental health in youth behavior, as approved by the Juvenile Court Judge. Contractor shall not unreasonably cancel, reschedule, or deny a youth access to said program as a form of discipline or punishment.
- Contractor shall maximize the use of TennCare and other funding sources for therapeutic interventions (e.g., CBT, Drug and Alcohol treatment services) to assist individual youth and groups of youth while detained in the Facility.
- Contractor shall provide a full-time on-site certified Licensed Professional Counselor (LPC) or Licensed Clinical Social Worker (LCSW) on staff and 24/7 on-call Psychiatrist.
- Contractor shall provide a certified and Licensed medical "on call" physician to perform all regular physicals for youth detained.
- Contractor shall provide a certified registered dietician/nutritionist to approve master cycle menus and special diet menus.
- Contractor must allow Metro to provide additional supplemental medical, therapeutic, or psychiatric staff, and must allow outside providers approved by the Juvenile Court Judge, if such services will be provided at no additional cost to the Contractor.
- Contractor must ensure youth have access to prescribed medication within seventy-two (72) hours of arrival to the Facility and access to prescribed medications throughout the length of their stay. The Contractor shall make and document all reasonable efforts to obtain the approval from the parent or guardian, to administer prescribed medications.
- Contractor shall implement alternative behavior management options and responses to reduce the use of isolation of youth. Contractor shall not use isolation as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.
- Contractor is a mandatory reporter under T.C.A. § 37-1-403 and T.C.A.§ 37-1-605, and shall immediately or as soon as reasonably possible report all known or suspected brutality, injury to a juvenile on premises, abuse, neglect, and child sexual abuse (e.g., sexual contact between a detainee(s) and staff) to the Department of Children's Services, Metropolitan Nashville Police Department, and Contract Monitor.
- Contractor shall attempt at all times to deter escapes, riots, and threats to security.
- Contractor shall attempt at all times to minimize the ingress of contraband into the Facility by both staff and visitors.
- Contractor shall at all times attempt to maintain a drug free work force. Contractor shall conduct drug testing on all job applicants prior to employment and shall randomly test employees thereafter, at Contractor's expense.
- Contractor shall at all times attempt to maintain a work environment that is trauma-informed and free from neglect and abuse.
- Contractor shall not publish any finding(s) based on data obtained from the operation of the contract without the prior written consent of Metro.

ARTICLE I
OVERSIGHT - FACILITY CONTRACT MONITOR AND REPORT SCHEDULE

Section 1.1: Oversight

1. Metro Juvenile Court has the right and authority under this Contract to monitor Contractor's performance hereunder. Metro Juvenile Court will staff the Contract Monitor function with one (1) position to be located at the Juvenile Court. Metro shall notify the Contractor in writing of the identity of any Contract Monitor. An individual acting as a Monitor may be changed during the term of the contract at Metro's discretion.

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2. Contractor shall have no control over the activities of the Contract Monitor, supervisory or otherwise. Contractor shall not provide the Contract Monitor or other Metro personnel with gifts or any form of compensation at any time.

3. Monitoring shall include, but not be limited to, observing and reporting on the day-to-day operational performance of the Contractor regarding compliance with all terms and conditions of this contract. Such monitoring, or failure to monitor, shall not relieve Contractor of its responsibility, obligation, and liability under this Contract. The aforementioned procedures are only general guidelines for monitoring. Contract and program-specific guidelines will be developed when applicable.

4. Contract Monitor will conduct periodic, scheduled and unannounced inspections of the Facility during the term of the contract. Contract Monitor may at any time review the Facility operational records, budget and financial documents, incident reports, meeting minutes, investigative reports, juvenile records, personnel files, mental health/medical records, and any other records concerning Contractor's operation of the Facility.

5. Contractor agrees to cooperate with Metro Juvenile Court in their contract monitoring efforts through such means as may be requested from time to time, including, but not limited to, the reporting of information as requested.

Section 1.2: Contract Monitor Roles and Responsibilities

1. Contract Monitor is assigned to monitor and oversee the implementation of the Contract and to act as the Court's designee. Contract Monitor is responsible for providing on-site monitoring of the quantity and quality of services required, reporting obligations of the Contractor, and carrying out the liaison responsibilities between the Court and the Contractor on all matters pertaining to the operation and management services of the Facility.

2. Contract Monitors' duties and primary responsibilities shall consist of monitoring for program effectiveness, contract compliance, and compliance with the American Correctional Association (ACA) Standards for Juveniles, Rules of Tennessee Department of Children's Services (DCS) Minimum Standards for Juvenile Detention Centers and Temporary Holding and Prison Rape Elimination Act (PREA), other standards that may be mutually agreed upon between the Contractor and Metro, and all applicable federal, state, and local laws and regulations.

Section 1.3: Contract Monitor Access

1. Contract Monitor shall have immediate, complete, and unrestricted access to all parts of the facility and records concerning the inspection, renovation, repair, maintenance, and operation of the facility at any and all times.

2. Contract Monitor shall have immediate, complete, and unrestricted access to any and all juveniles and access at a reasonable time and place to all Contractor Administrative staff and employees.

3. Contract Monitor shall have immediate, complete, and unrestricted access to any and all meetings, staffings, and hearings which in any way pertain to the obligations of Contractor under this Contract.

4. Contract Monitor shall have immediate, complete, and unrestricted access to any and all documents in any way pertaining to the obligations of Contractor under this Contract, including but not limited to, Facility operational records, budget and financial documents, incident reports, meeting minutes, investigative reports, juvenile records, personnel files, mental health/medical records, and any other records concerning Contractor's operation of the Facility. In the event that any such document is not located on the facility site, upon request, Contractor agrees to provide the Monitor with a copy of the document within seventy-two (72) hours of the request.

Section 1.4: Meetings

1. Minimally, the Contract Monitor meets with appropriate Contractor personnel weekly.

2. Contractor agrees to hold scheduled weekly meetings and as other determined with the Contract Monitor to report on the operations of the facility and to respond to any questions raised by the Contract Monitor. The Contract Monitor shall have the right to request called meetings as needed. Contractor agrees that a representative of the Contractor having at least supervisory responsibility and authority shall be in attendance at said meetings to address the issues raised by the Contract Monitor.

3. Contractor's performance, including contract non-compliance, will also be discussed in such meetings. Time frames and actions for correcting any deficiencies will be discussed at these meetings.

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4. Contractor agrees to notify the Contract Monitor of the time, place, and agenda at least twenty-four (24) hours in advance of any such meeting or hearing, unless it is not reasonable to provide said notice, in which case the applicable Monitor shall be notified simultaneously with the other participants.

5. Contractor ensures the Contract Monitor is advised and invited to participate in all external compliance monitoring processes, Contract Monitor receives copies of all audits and evaluations directly related to the operation of the Facility.

Section 1.5: Incident Reports

1. Incident Reports shall be reviewed by the SAA or designee, and Contract Monitor.

2. Incidents Reports shall be approved by the Shift Supervisor.

3. Contractor shall submit approved incident reports electronically via e-mail to the Contract Monitor. Incident reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of a serious incident from any and all staff involved.

4. All incident reports shall be forwarded to the Contract Monitor within twenty-four (24) hours of the incident.

Section 1.6: Serious Incidents

1. Serious Incident Reports shall be reviewed by the SAA or designee, and Contract Monitor.

2. Serious Incident Reports shall be approved by the Shift Supervisor.

3. Contractor shall submit all Serious Incident Reports electronically via e-mail to the Contract Monitor. Serious Incident Reports may be submitted in a legibly hand-written format to the Contract Monitor, as a scanned document, to expedite the timely submission of a serious incident from any and all staff involved.

4. Serious incidents include, but are not necessarily limited to the following: death, a fire that affects institutional operations, riot, work stoppage, suicide, escape, alleged abuse by staff, the taking of a hostage, use of restraints, or other use of force on a juvenile, introduction of a firearm into the facility, introduction of an unauthorized wireless mobile devise into the facility, seizure of contraband devices, weapons or controlled substances, assault on staff requiring hospitalization, assault on juvenile requiring hospitalization, and use of physical force other than soft hand control by staff.

5. These types of incidents and any incident that involves radio dispatch of an emergency vehicle or notification of corporate headquarters should be considered by the Facility administrator as immediately reportable to the Contract Monitor and/or the on-call Judicial Officer by telephone, with an electronic written report to follow. Such incident reports shall contain the following information at a minimum: name of juvenile, incident offense, incident location and nature of incident, juveniles involved, status as a transfer juvenile as applicable, staff involved, and incident resolution.

6. Serious Incident Reports shall be forwarded to the Contract Monitor as soon as reasonable possible following the event, and not to exceed twenty-four (24) hours of the event's occurrence.

7. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week within the event occurrence. (See Schedule of Reports).

Section 1.7: Internal Investigations

1. Juvenile Court Judge may direct Contractor to conduct an internal investigation of any matter deemed to be potentially detrimental to the safe and efficient operation of the Facility, such as incidents involving alleged staff misconduct, and issues occurring between detention staff and other parties, such as the Department of Children's Services (DCS) or Metro Nashville Police Department (MNPD) personnel, or with parents of juveniles. Any internal investigations so required by the Court will be followed up by an after action report submitted to Contract Monitor detailing the specifics of the investigation, the conclusions drawn from the investigation, and any subsequent remedial action to be taken, if required (See Schedule of Reports).

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Exhibit B – Scope of Services

Section 1.8: Disciplinary Offenses

1. Disciplinary Offenses are divided into major and minor categories subject to approval by the Juvenile Court Judge. Major disciplinary offenses will likely include, but not be limited to, assault causing bodily injury or death, malicious destruction of property, arson, escape, possession of contraband weapons or controlled substances, and sexual misconduct. Minor disciplinary offenses will likely include, but not be limited to, fighting, disorderly conduct, and being in an unauthorized area. Contract Monitor must have access to all disciplinary and appeal hearing reports.

Section 1.9: Reports

1. Contractor shall be required to provide all reports necessary for monitoring of court order compliance. Metro Juvenile Court, through its Contract Monitor, shall develop reporting requirements for the Contractor that shall include reporting topics and times. Reports deemed as an emergency (e.g., restrictive housing of juveniles, uses of force, suicidal ideations, and incidents which involve substantial risk to life, property, or facility security) shall be IMMEDIATELY reported to the Contract Monitor (See Schedule of Reports).

2. Contractor shall provide the Contract Monitor with written responses to any information requested by the Contract Monitor or Metro concerning any aspect of Contractor's compliance under the Contract within the period prescribed in the request and in the requested form. The Contractor shall provide documentation substantiating said information and certify that the information is accurate. If Contractor is unable to so certify, then Contractor shall state the reason therefore.

3. Unless otherwise specified by Metro in writing, the records shall be provided electronically, and the Contract Monitor shall be the designated recipient of all information required of the Contractor by the Juvenile Court, respectively.

4. Contractor shall provide the Contract Monitor upon request, with a copy of, or opportunity to review, all routine documents generated by the Contractor contemporaneously with the dissemination of the document. Contract Monitor shall notify the Contractor in writing of the requested routine documents.

5. Contractor shall not destroy any document related in any way to the Contractor's performance under the Contract without the prior written consent of the Contract Monitor.

6. Metro reserves the right to request additional reports at any time during the life of the contract. Established reporting is for the use of the Court and shall be independent of any corporate reporting requirements.

Section 1.10: Corrective Action

1. Contract Monitor will submit written reports to the Contractor specifying deficiencies, requesting plans of action to correct the deficiencies, and including agreed upon time frames for accomplishing such actions. Contract Monitor reviews and accepts all “Plans of Action” associated with deficiencies. Contract Monitor will conduct subsequent reviews, inspections, and/or other interactions to ensure compliance. Contract Monitor will generate appropriate documentation for Contractor's files.

Section 1.11: Immediate Corrective Action

1. If Metro Juvenile Court determines the Contractor is operating the facility in a manner that poses a serious and imminent danger to the health, safety, or security of the juveniles, personnel, or the public, Metro Juvenile Court shall so notify the Contractor in writing, or verbally if it is believed an emergency situation exists. The notice shall direct the Contractor to immediately correct the situation.

2. Contractor shall notify Metro Juvenile Court of its proposed corrective action plan without delay. If Metro does not object to the proposed plan, the Contractor shall implement it immediately.

3. If Metro Juvenile Court disagrees with the proposed plan, or if the Contractor fails to notify Metro Juvenile Court of its plan without delay, Metro Juvenile Court shall specify a corrective action plan and the Contractor shall implement it immediately.

4. In the event the Contractor disagrees with the designated plan, Contractor may request Metro Juvenile Court reconsider its order, but in no event shall the specified corrective action plan be delayed pending Metro Juvenile Court’s reconsideration unless Metro affirmatively states in writing that further delay is acceptable.

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Exhibit B – Scope of Services

ARTICLE II
FACILITY OPERATIONS: ADMINISTRATIVE/MANAGEMENT/PERSONNEL

Section 2.1: Administration

1. The selection of the Single Administrative Authority (SAA), also known as the Facility Director, shall be approved by the Juvenile Court Judge. The SAA shall have, at a minimum, three (3) years of administrative experience in a juvenile detention or corrections setting. The SAA will be required to meet, at a minimum, monthly and on an as needed basis with the Contract Monitor. The SAA shall provide a comprehensive monthly report (content to be determined by Contractor and Court) of programs, services, short- and long-term goals, and plan(s) of action to Contract Monitor.

Section 2.2: Fiscal Management

1. Contractor shall prepare and distribute to the Court the following documents: annual budget specific for operation of the facility, monthly income and expense/profit and loss statements specific to the operation of the facility, to include all personnel and non-personnel expenses related to the operation of the facility. Contractor will also provide an annual report of audited expenses for operation of the facility as verified by a third-party independent agency citing the reported expenses as accurately characterized shared, direct, or indirect expenses related to the operation of the facility.

2. Contractor shall ensure that policies are written and enforced which include at a minimum: internal controls, petty cash, bonding, signature control on checks, and employee expense reimbursements. There shall be written policy for purchasing and requisitioning supplies and equipment, as well as a method which documents and authorizes wage payments to employees and consultants.

Section 2.3: Public Relations

1. Contractor shall be responsible for responding, in accordance with Juvenile Court policy, to inquiries from the public about juveniles housed in the facility.

Section 2.4: Accreditation

1. Contractor shall maintain ACA accreditation for the facility, including compliance with 100% of the mandatory ACA standards and a minimum of 90% of the non-mandatory ACA standards at all times.

2. Contractor shall maintain and provide documentation to the Juvenile Court of proper DCS licensing.

Section 2.5: Audits
1. Contractor shall implement a system to monitor and audit programs through inspections and reviews by the SAA and/or his/her designee. At least annually, Contractor shall, using personnel other than employees of the facility, audit implementation of Facility operations and policies, procedures, and post orders. The Contractor forwards a copy of audit report(s) to the Contract Monitor.

Section 2.6: Policies, Procedures, and Post Orders

1. Minimally, Contractor shall develop comprehensive policies, procedures, and post orders (“the Manual”) consistent with the Standards and Juvenile Court.

2. Contractor shall provide to the Contract Monitor both a hard copy of the Manual and electronic copy on a flash drive within thirty (30) days of contract effective date. The Manual shall be subject to the written approval of the Juvenile Court Judge or authorized designee. Any additions, deletions and/or modifications in the Manual that governs the operation of the Facility are also subject to the written approval of the Juvenile Court Judge or authorized designee.

3.Contractor shall also include any other policies, procedures, and post orders as requested by the Juvenile Court Judge, including, but not limited to the following:

a) Waking hours for juveniles,
b) Reducing the Use of Isolation,
c) Respecting LGBTQI Youth,
d) Juvenile Searches and the control of contraband,
e) Escapes;
f) And, use of force policy (Shall be approved by the Metro Department of Law).

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Exhibit B – Scope of Services

4. Contractor shall make the Manual available to personnel, review it at least annually, and update it as needed. Contractor personnel shall be trained on all Contractor policies, procedures, and post orders. However, the Manual and corresponding post orders shall not be altered, amended, modified, revised, or supplemented without the prior written approval of the Juvenile Court Judge or authorized designee. Unless the Juvenile Court Judge or authorized designee provides written notice of acceptance of the proposed manual changes with thirty (30) days of receipt, Contractor shall consider the proposed changes rejected. If health or security concerns require a more expedited resolution, the parties shall work together to address the issue as soon as reasonably possible. Contractor shall implement and adhere to the provisions of the manual throughout the term of this Contract.

Section 2.7: Personnel

1. Contractor shall provide necessary personnel to deliver twenty-four (24) hour care and supervision of juveniles, as well as administrative and support service personnel for the overall operation of the Facility. Staffing shall be in compliance with the Standards.

2. All prospective employees must be at least 21 years of age and meet security clearance requirements to work in the Facility.

3. Contractor shall conduct pre-employment and annual employment history and reference checks on prospective employees. Contractor will also ensure each prospective employee completes the following:

a) Security Clearance Application and Release Authorization Form.

b) Undergoes the following background checks:

1. A pre-employment background check consisting of an NCIC criminal History check or criminal history check by the Metropolitan Nashville Police Department.

2. Fingerprint search through the Tennessee Bureau of Investigation and eVerify.

3. An internet record clearance involves a background check of the following: Drug Offender Registry, Tennessee felony Offender Database, Department of Health Abuse Registry, and National Sexual Offender Registry.

c) Successful screening by an assessment tool that screens for healthy sexual and professional boundaries with youth.

d) Prospective employees who will be placed in a transportation position shall include an annual current valid driver's license and a driver's license check.

4. Contractor shall conduct drug testing on all job applicants prior to employment, and shall randomly test employees thereafter, at Contractor's expense.

5. Contractor shall be responsible for any and all costs associated with conducting background checks, psychological examinations, or any other required pre-employment screening.

Section 2.8: Training

1. Contractor shall provide orientation, pre-employment, and in-service training programs for all employees in accordance with the Standards and Juvenile Court. Completed training modules and continuing educational units shall be indicated in personnel records.

2. Contractor and Metro will work together to ensure new Contractor employees receive hands-on Juvenile Information System (JIS) training, and existing employees receive refresher training as needed.

3. Contractor shall provide documentation of all completed employee training in a monthly report to the Contract Monitor (See Schedule of Reports). The Contract Monitor shall be permitted to audit training classes and review training curricula and other training-related records at any time.

4. All employees trained at this facility and on a staff roster for this program shall work exclusively at this site. Staff members who are needed for training, program startups, or temporary manpower shortages at other of the contractor's work sites will be released for that duty only with the written permission of the Contract Monitor. Any wages, travel, or other associated costs will not be paid from this contract for work done away from the facility.

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Exhibit B – Scope of Services

Section 2.9 Facility Reports

1. Contractor will maintain Juvenile Records in compliance with the Standards and Juvenile Court's Schedule of Reports. Contractor shall create and maintain permanent records, in addition to shift reports, detailing routine events, unusual incidents, and emergency situations that occur in each housing unit, other areas, and the facility overall (See Schedule of Reports). Each shift shall maintain logs and other records of pertinent information regarding individual juveniles and groups of juveniles. These records shall be compiled daily and reviewed by appropriate supervisory personnel. At a minimum, the shift record shall contain the name, location of each juvenile, agency or entity having jurisdiction over the juvenile, charge of the juvenile, race, and gender. The Contract Monitor shall have access to all said reports and records.

2. As required in the Metro Ordinance 4.12.240, Contractor shall submit quarterly reports, in both electronic and hard copy, to the Metropolitan Council disclosing the following:

- The total current population of incarcerated individuals within the facility, and the total incarceration capacity of the facility;
- The number of contractor staff members serving the facility;
- A description of any incident at the facility in which an incarcerated individual's whereabouts could not be accounted for;
- Any and all methods of discipline or punishment applied toward incarcerated individuals at the facility (e.g., solitary confinement, etc.);
- Any and all actions pending against the contractor in state or federal court relating to the contractor's provision of correctional facilities management services within the United States;
- Whether the contractor's provision of correctional facilities management services within the United States is the subject of any formal investigation by a state or federal agency;
- Whether the contractor employs government relations and/or lobbying services within the United States Congress, Tennessee General Assembly, or Metropolitan Government of Nashville and Davidson County and, if so, the identity of the individuals so employed; and

Whether the contractor has expended or undertaken any effort in the preceding quarter to introduce or amend legislation regarding criminal offenses or the penalties therefor.

Section 2.10 Juvenile Records

1. Contractor will maintain Juvenile Records in compliance with the Standards, Healthy Insurance Portability and Accountability Act (HIPPA) Requirements. Contractor shall maintain permanent Juvenile records, and shall include, but not be limited to, educational, medical, psychiatric, dental, counseling, and classification records. Metro is the owner of all retained records. 2. Contractor is the custodial/maintainer of the Juvenile records. Contractor shall ensure that its record keeping, both manual and electronic, is compatible with Metro and State record keeping systems, (HIPPA) requirements, and must ensure confidentiality under applicable state and federal statutes and regulations under local court rules.

Section 2.11: Volunteers

1. Contractor is encouraged to use volunteers and volunteer programs. All volunteers shall complete and pass an evaluation or assessment tool utilized to screen for healthy sexual and professional boundaries with youth prior to providing a service in detention. Contractor shall provide the Contract Monitor a list of volunteers and programs.

Section 2.12: Information Systems Management/ Information Technology Support/ Software

1. Contractor shall utilize a Facility Management Information System ("FMIS") that complies with Metro's requirements for fiscal and operational reporting and a methodology for long term planning, and that will be provided to and/or licensed for use at the Facility at no additional cost.

2. Juvenile Court and Metro JIS resources will provide support only to Metro-owned PC assets, and no computer support will be provided for non-Metro owned computers or network devices.

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3. Contractor will be assigned computer terminals that will provide access to the Juvenile Information Management System. In order to promote efficient operations and maintain JIS network security, PC's provided by Metro will be configured by Metro JIS personnel for limited internet connectivity as determined necessary for business-related purposes. Similarly, any contractor owned PC asset that connects to the Metro JIS network may be subject to any internet connectivity restrictions as may be deemed necessary to ensure network security integrity. Contractor is responsible for maintaining, storing, and protecting data for any system other than the above-referenced Juvenile Information Management System (JIMS), which is planned for purchase by Juvenile Court. Should Metro network accounts be required, then all of Metro's information security policies should be enforced, including the signing of the Acceptable Use Policy. See attached Acceptable Use Policy and link to Information Security Policies.

4. Contractor shall provide both computer hardware and software for management of information necessary to the operation of the detention center. Such software shall be compatible with Metro, JIS and state programs and systems. The information system of Contractor must be capable of providing information on juveniles and summary statistical information. Any network devices connected to the Metro network beyond the current provided computer terminals are subject to reimbursement to the court in the form of an invoice credit for the network service fee paid by the Court to Metro for every network connected device, or via direct billing to Contractor.
5. It is the responsibility of the contractor to maintain computer assets necessary to efficient operations (as determined by Metro) in good working condition. Contractor must have available on-site staff IT resources to resolve contractor-owned computer hardware and software issues, or contract with a Metro-approved local company to provide on-site IT support to the Contractor. Juvenile Court and Metro JIS resources will provide support only to Metro-owned PC assets, and no computer support will be provided for non-Metro owned computers or network devices.

6. Contractor is obligated to support the transition from the current manual juvenile information record – keeping system and fully support the implementation and use of an automated Intake & Releasing / Detainee population management database system, whether such system is provided by the Contractor or provided to the Contractor by Metro.

7. Additional monthly Metro ITS charges will apply for any additional Metro network email accounts for Contractor personnel established beyond those currently existing and are subject to the same above-noted payment/reimbursement mechanism.

8. Contractor is responsible for the cost and maintenance of the Facility computers/electronics.

9. Metro is responsible for the cost and maintenance of Metro computers/electronics.

10. See attached schedule for minimum requirements for Facility Management Information Systems.

ARTICLE III
FACILITY OPERATIONS: FURNISHING, FIXTURES, EQUIPMENT

Section 3.1: Inventory

1. At least thirty (30) days following the effective date of this contract, Metro Juvenile Court Representative(s) and Contractor shall conduct a joint inventory to document the FF&E in place at the Facility. Contractor shall maintain a system to inventory Metro and Contractor furnishings, fixtures, equipment, and any other property. An annual inventory of all property in the Facility is submitted to the Contract Monitor in a format determined by the Contractor and approved by the Court (See Schedule of Reports).

Section 3.2: Repair and Replacement

1. Parties shall work in good faith to maintain the facility in good condition and to obtain all necessary repairs in a cost-effective manner. Metro is responsible for the repair and replacement of the existing Metro furnishings, fixtures, and equipment (FF&E) that become necessary as a result of normal use, wear, and tear with the exception of program related furnishings, fixtures, or equipment.

2. Program related furnishings fixtures, and equipment (FF&E) items that are unique to a program but not a typical office setting but must be enhanced to be effective for use in that program repair or replacement cost is the responsibility of the Contractor. Examples of program related program FF&E include, but are not limited to, laundry, ice machine, or kitchen equipment or heavy-duty or specialized locks.

3. Metro may complete all such building maintenance, repair, or replacement of furnishings, fixtures, and equipment for which Contractor is responsible, and the costs (including labor, parts, and replacement) of which shall be deducted from Contractor's monthly compensation under the Juvenile Detention Facility Management Contract.

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4. Contractor is not liable for the cost of:

a) Repairs or replacements covered by a warranty made by a third party to Metro;

b) Repairs or replacements not covered by a warranty, but necessary due to design error, omission, or improper construction of the facility;

c) And, major repairs or replacements.

5. Metro will be solely responsible to pay for repair or maintenance due to normal usage, age, and wear to permanent building fixtures and equipment as necessary, such as, but not limited to, camera systems, cell door locks, walk-in freezer, refrigerator(s), even though such costs are not typical General Services expenses. Juvenile Court will act as liaison between Contractor and Metro to facilitate any such repair and maintenance requests

Section: 3.3: Major Repairs

In the event the Contractor believes that major repairs or replacements are needed, Contractor shall initially provide the Contract Monitor with written documentation of the need and anticipated cost of the repair or replacement to the Contract Monitor. Contractor may proceed with the repair or replacement after providing written notice to Metro unless Metro notifies the Contractor in writing not to do so within ten (10) days of receiving the request.

Section 3.4: Renovations

1. Contractor will not undertake any renovations at the facility without written approval from the Juvenile Court Judge.

Section 3.5: Damages Due to Negligence

1. Contractor is responsible for the repair or replacement costs of any furnishings, fixtures, or equipment (e.g., plumbing, lighting, windows, and locks) damaged by juveniles, staff, visitors, or otherwise damaged as a result of negligence or improper management. The origin or cause of damage need not be established for Metro to require that Contractor meet its replacement or repair obligations.

2. Contractor shall be responsible for and pay damages caused by said negligence, and as determined by the Metro Legal Department.

Section 3.6: Preventative Maintenance

1. Metro will provide preventative maintenance of the physical structure of the building and FF&E. Metro schedules tests of the emergency generator, sprinkler, fire alarm and HVAC systems and works with the Contractor to ensure routine Fire Marshall Inspections in accordance with local fire inspection requirements and as required for ACA Accreditation.

Section 3.7: Maintenance Agreement and Schedules

1. Contractor submits to Metro Juvenile Court a housekeeping plan for routine and periodic intensive cleaning and care of the Facility and contents. Contractor is responsible for daily cleaning, sanitation, and a schedule of deep cleaning in accordance with said plan. Contractor shall meet or exceed all ACA Accreditation sanitation inspections requirements.

2. Contractor shall comply with reasonable audit recommendations. Maintenance agreements are provided to the Court semi-annually (See Schedule of Reports).

3. Contractor shall be responsible for the maintenance/upkeep and protection of all real and personal property associated with or a part of the Facility.

Section 3.8: Building Sanitation and Hygiene

1. Contractor shall be responsible for providing sanitary and hygienic environment.

2. Contractor shall manage the Facility economically while maintaining a safe, secure, sanitary, respectful and positive environment for detained youth and Contractor personnel. Contractor shall handle day-to-day housekeeping, cleaning, maintenance, and sanitation responsibilities of the Facility.

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3. Contractor must provide for the safe and sanitary conditions for youth. Youth must have access to working sinks, toilets, and showers at all times. Contractor must IMMEDIATELY or as soon as reasonably possible report any flooding event(s) to the Contract Monitor and/or Metro General Services. If reporting of these events are made by phone, contractor must follow up with written notice to the Contract Monitor.

4. Contractor shall provide a system for trash and garbage disposal. The Facility shall be kept clean and in good state of repair.

ARTICLE IV
FACILITY OPERATIONS: SAFETY AND SECURITY

Section 4.1: Central Control

1. Central Control shall be staffed by a minimum of one (1) staff person at all times. Staff identified for the operation of Central Control shall not be used in a count determining the staff to juvenile ratio. Access to Central Control shall be controlled and limited. Central Control shall monitor and be responsible for juvenile counts, key control, and coordination of the internal and perimeter security network. In general, it shall serve as the operations and communication center for the Facility. Central Control shall report any problems with cameras or other safety/security concerns related to the physical building to the SAA and the Contract Monitor IMMEDIATELY or as soon as reasonably possible. Contractor is responsible for the housekeeping and preventative maintenance of Central Control and all electronics therein.

Section 4.2: Security and Control
1. Contractor shall provide security and control of juveniles in compliance with the Standards. Contractor's Security and Control policies and procedures are approved by the Juvenile Court Judge or authorized designee. Except when specifically relieved of the responsibility in writing by the Juvenile Court Judge, the Contractor is responsible for the security of any juvenile in its custody, at all times and locations, including, but not limited to, when juveniles are away from the Facility at a medical/mental health clinic, and/or hospital.

Section 4.3: Safety and Emergency Procedures

1. Contractor shall cooperate with the Juvenile Court, Emergency Medical Services (EMS), Metropolitan Nashville Police Department, Sheriff's Office, and the Office of Emergency Management (OEM) in managing unforeseen emergency, disaster, or any contingent juvenile relocation plans.

2. Within thirty (30) days of contract effective date, the Contractor shall develop and submit to the Juvenile Court Judge or authorized designee, minimally, the following written safety plans: escape, riot and disturbance control, fire prevention, including fire and safety inspections, fire evacuation drills, disaster preparedness plans to maintain the safety and security of juveniles, essential lighting, power and communications, emergency evacuation plans, procedure to report Juvenile and employee injuries, and provisions contained in its proposal for testing equipment to maintain essential lighting, power, and communications. (Note: Metro will provide maintenance of fire alarm and smoke detection systems). All such procedures will comply with National Fire Protection Association life safety codes, the Metro Code, any request of the Metro Fire Marshal, and Juvenile Court policies designated by the Juvenile Court Judge.

Section 4.4: Juvenile Head Counts

1. Contractor shall implement a system to physically count juveniles, properly notify appropriate personnel, and confirm increases and decreases in the population on a shift-by-shift basis. Population counts shall be maintained in the shift reports. Contractor shall submit a daily census to the Court by 7:00 a.m. Contractor will perform a population count at the beginning of each shift. Contractor personnel shall check juveniles in and out of all housing moves (e.g., admissions, housing, education, medical, recreation, mealtime, releases). Further, such counts will readily identify juveniles as being in the jurisdiction of Davidson County, the jurisdiction of another county, being in state custody, or in booking at the time of the count. Juveniles in booking at the time of the count shall not be included in the official count but shall be readily identified.

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Exhibit B – Scope of Services

Section 4.5: Weekly Inspections of Safety Equipment

1. Contractor personnel shall perform daily security devices and equipment inspections to ensure that all locks, door control devices/systems, communication devices/systems, video monitoring or surveillance equipment/systems, windows, and any other security devices or equipment are fully operational. Contractor personnel shall check emergency keys at least daily to make sure they function properly. Contractor personnel shall check communication devices/systems every shift. Contractor shall report any and all safety and security problems IMMEDIATELY, or as soon as reasonably possible to the Contract Monitor. Results of all inspections shall be submitted in writing to the Contract Monitor in monthly reports (See Schedule of Reports).

Section 4.6: Contraband

1. Contractor shall establish policies and practices for random room searches in compliance with the Standards. Room searches shall be exhaustive and conducted on a regular basis. Room searches are not to be used as a form of discipline or punishment. Contractor must establish policies and practices to search all staff and visitors before entering the Facility. Staff and visitors entering the Facility shall be searched electronically and/or any other means as deemed necessary to prevent the introduction of contraband into the facility. All visitors to the Facility suspected of bringing alleged contraband into the Facility shall be reported. Staff bringing alleged contraband into the Facility shall be reported to the Authorities as contributing to the delinquency of a minor and prosecuted accordingly. Contractor must take reasonable precautions to prevent youth from obtaining contraband from people outside the Facility (i.e., contraband thrown into the recreational area). Contraband is reported as an incident report (See Schedule of Reports).

Section 4.7: Contributing to the Delinquency of a Minor

1. Contractor shall establish polices to deter staff from contributing to the delinquency of a minor. Staff allowing or encouraging fighting or other delinquent behavior between youth shall be reported to the Authorities as contributing to the delinquency of a minor and prosecuted accordingly. This is considered a serious incident (See Section 1.6).

Section 4.8: Escapes

1. Escapes are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week of the event occurrence (See Schedule of Reports).

2. Contractor shall attempt at all times to use safe means to prevent escapes and attempted escapes to the Facility. Minimally, the Facility Director shall conduct quarterly escape response drills. The Facility Director shall monitor employees' compliance with all safety-related policies and procedures, including escape response plans. Means of escape prevention cannot endanger or cause harm to an escaped youth. Staff shall not attempt to apprehend an escaped youth. Staff shall immediately follow all notification procedures.

3. Contractor shall NOT attempt any hot pursuit to apprehend youth who have escaped from the Facility.

4. If an escape does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:
a. Call 911,

b. Notify the Facility Director or designee in the absence of the Facility Director;

c. And, notify the Contract Monitor.

5. Staff shall IMMEDIATELY lock-down the Facility and juveniles.

6. Staff shall IMMEDIATELY secure the area where the escape occurred.

7. Staff shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles to determine who escaped.

8. Staff shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.

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9. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of returning escapees to the Facility upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

Section 4.9: Riots

1. Riots are considered Serious Incidents. A detailed written incident report shall be submitted to the Contract Monitor within twenty-four (24) hours of the event occurrence. An investigative report, including policy/procedure violations, shall be submitted to the Contract Monitor within seventy-two (72) hours of the event occurrence. A plan of action report shall be submitted to the Contract Monitor within one (1) week within the event occurrence (See Schedule of Reports).

2. Contractor shall attempt at all times to prevent riots and threats of security to the Facility. Contractor shall exercise its best efforts to prevent riots. Minimally, Contractor shall conduct riot response plan drills with Contractor's personnel quarterly. Contractor shall monitor employees' compliance with all safety-related policies and procedures, including riot response plan.

3. If a riot does occur, the Facility shall without delay IMMEDIATELY complete the following notifications:
a. Call 911,

b. Notify the SAA or designee in the absence of the SAA;

c. And, notify the Contract Monitor.

4. The Facility shall IMMEDIATELY follow all subsequent notification procedural duties as mandated by policy.

5. Contractor shall IMMEDIATELY secure the area where the riot occurred.

6. Contractor shall IMMEDIATELY lock-down the Facility and juveniles.

7. Contract shall IMMEDIATELY conduct a physical head count and picture verification of the juveniles.

8. Contractor shall IMMEDIATELY provide medical care services to juveniles harmed in a riot.

9. Contractor shall IMMEDIATELY provide medical care services to Contractor's personnel harmed in a riot.

10. Contractor shall maintain the normal security posture of the post and follow any and all staff responsibilities as mandated by policy.

11. Contractor may be required to reimburse Metro for the actual reasonable and necessary cost of fixing damages to FF&E occurred during the riot upon receipt of documentation of such cost, and as determined by the Metro Legal Department.

Section 4.10: Disciplinary Procedures

1. Discipline is used to address juvenile behavior consequence. Contractor shall develop all juvenile disciplinary policy and procedures in compliance with the Standards. Contractor shall integrate the disciplinary process into the "Behavioral Management" program. Included in the disciplinary process must be evidence of "step down" strategies and use of "time out" as an alternative intervention.

2. Isolation is not used as a form of discipline.

3. Contract Monitor receives copies of all disciplinary reports within twenty-four (24) hours (See Schedule of Reports).

Section 4.11: Use of Force

1. The use of physical force shall be limited to and in compliance with the Standards. The use of force policy shall be reviewed and approved by the Juvenile Court Judge and Metro Department of Law.

2. The use of physical force shall be limited to instances of self-protection, protection of the juveniles or others, prevention of property damage and prevention of escapes and riots. Under no circumstances shall physical force be used as discipline or punishment.

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3. The use of physical forces will be documented as an incident or serious incident report, depending on the nature of the event. Minimally, whenever physical force is used, a written report shall be prepared, documenting the nature of the force, how much force, why and whether there were injuries to staff or juveniles and subsequent treatment thereof. All reports of use of physical force shall be IMMEDIATELY or as soon as reasonably possible submitted to the SAA and Contract Monitor; minimally within twenty-four (24) hours (See Schedule of Reports).

4. Contractor shall ensure that procedures are published governing the availability, control and use of security devices. Security devices shall be used only at the direction of the SAA or designee. A written report detailing all uses of security devices shall be prepared and submitted to the SAA and Contract Monitor within twenty-four (24) hours. All persons injured or suspected of injury in an incident (e.g. attempting to restrain and handcuff a juvenile) must receive an immediate medical examination and treatment.

5. The use or possession of gases or mace for control of juveniles in the Facility shall be prohibited except in emergency situations approved by the Juvenile Court Judge or on-call Judicial Officer. A system of receipt for and the temporary safe storage of such equipment brought on the Detention Center grounds are required. The use or possession of firearms within the Facility is specifically and strictly prohibited.

ARTICLE V
FACILITY OPERATIONS: JUVENILE SERVICES

Section 5.1: Intake (Admission), Personal Property, and Release

1. Contractor shall provide personnel, and other resources to complete the admission of a juvenile into detention, property management thereof, and release processes in compliance with the Standards.

2. Contractor shall take all necessary and reasonable steps to assure the accuracy of all juvenile records, particularly those records and data entry relating to the admission of youth, notification to parent(s)/legal guardian(s)/Department of Children's Services, and release of juveniles from the Facility.

3. Metro will provide the electronic equipment/fingerprinting device necessary for the booking process and provide necessary training in the use of the equipment and related Metro booking procedures. Contractor staff is required to use the provided equipment consistent with provided training and follow all related procedures and policies as established and provided by Metro. Contractor is responsible for maintaining a supply of manual method fingerprinting supplies for use in the event of temporary failure of the electronic fingerprinting device.

4. Contractor is required to follow procedures established by the Juvenile Court that may include an Assessment Tool to determine whether or not a juvenile is detained in secure care or released as non-detainable.

5. Contractor must maintain booking record data entry in an accurate manner as established in any Metro provided policies and procedures. Any printed and/or electronic copy training materials relevant to the booking procedures will be provided by Metro.

6. Contractor shall keep status offenders separate from juveniles charged with delinquent offenses at all times, from the booking process through release. Status offenders are juveniles who have only been charged with an offense applicable to juveniles that would not be a crime or violation if the person were an adult.

7. Contractor shall not refuse to take any juvenile that is assigned to the Facility by the Davidson County Juvenile Court Judge or Magistrate.

8. Contractor shall also account for personal property and money taken from a juvenile and issue a receipt to each juvenile for any and all items taken at any time. Contractor shall use a formal property process and provide property bags to properly secure said items until the juvenile's release or transfer from custody. Contractor shall return the juvenile's property at the time of release/transfer from custody.

9. The Court shall reserve the right to assume the intake function with a written notice no less than ninety (90) days in advance to the Contractor to facilitate transition.

Section 5.2: Classification and Orientation

1. Juveniles are assigned to the Facility by the Court or placed from other courts or agencies with the approval of the Juvenile Court Judge.

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Exhibit B – Scope of Services

2. Juveniles may only be detained at the Facility pursuant to an order of the Davidson County Juvenile Court and/or pursuant to the Mandatory Guidelines for Detainment, and/or Detainment Assessment Tools established by the Davidson County Juvenile Court.

3. Contractor shall provide orientation for detained juveniles within twenty-four (24) hours of secure housing. This includes providing an orientation guidebook to the juveniles.

Section 5.3: Case Management

1. Contractor shall provide case management services in compliance with the Standards. Minimally, case management services for the juvenile population will be provided on a daily basis during general working hours.

Section 5.4: Behavior, Intervention, and Supports

1. Contractor shall utilize Positive Behavioral Interventions and Supports ("PBIS") in all aspects of detention, including programs and services, throughout the life of the contract. Contractor shall ensure that all employees are trained in a traumatic stress response system to address the needs of juveniles who have experienced traumatic stress. Contractor must document juvenile behavior, including all disciplinary violations and incidents.

Section 5.5: Educational Services

1. The Metropolitan Government of Nashville and Davidson County Public Schools provides the following educational services to the Facility: Evaluation and classification, academic and core curriculum, GED programs, special educational programs. The Contractor shall comply with the hours and all recommended educational services to juveniles.

Section 5.6: Food Service

1. Contractor shall provide meal services in compliance with the Standards. Fresh fruits and vegetables shall be included in meals to the extent practicable. Meals shall be nutritious, wholesome, palatable, and served at proper food temperatures. Juvenile meals shall be planned in accordance with the United States Department of Agriculture, National Research Council's recommended dietary allowance for male and female youth ages 12 – 18.

2. Contractor shall provide juvenile meals each day in accordance with the recommended dietary allowance (RDA) standards for nutrients and calories for adolescent detainees.

3. Contractor's registered dietician must approve the master cycle menu and special diet menus.

4. Contractor will provide meals and food service three (3) times per day, seven (7) days per week. The Contractor shall serve two hot meals and one cold meal daily, with no more than fourteen (14) hours between the breakfast and dinner meal. An evening snack will also be provided. Per ACA standards, the Contractor must take and document food temperatures for all meals prepared and served.

5. Contractor shall prepare medical special diet meals, ordered by a competent medical authority, and religious special diet meals consistent with the general population cycle menu. The Contractor shall provide liquid supplements, such as Ensure, as needed. Examples of special diets include:

- Pregnancy,
- Soft,
- Heart Healthy,
- Diabetic; and,
- Religious (including Kosher).

6. A juvenile shall begin receiving medical special diet meals no later than twenty-four (24) hours following the initial medical order for such diet.

7. Juvenile Court shall review and approve all master cycle menus. Provided basic nutritional goals are met, variations may be allowed based on weekend and holiday food demands. The kitchen must comply with Metro Public Health Department (MPHD) regulations.

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Exhibit B – Scope of Services

Section 5.7: Grievance Program

1. Contractor shall provide juveniles a formal grievance procedure which meets or exceeds the Standards. The grievance program must be available to all juveniles and include at least one level of appeal. A commensurate "plan of action" in response to the grievance shall be established. The Contract monitor reviews all grievances and plans of action within twenty-four (24) hours of the event's occurrence.

Section 5.8: Laundry and Clothing Services

1. Contractor shall provide laundry and clothing services in compliance with the Standards. Contractor shall provide complete laundry services for juveniles detained in the Facility and shall furnish clean uniforms, undergarments, and other laundry items for detained juveniles. Juvenile uniforms shall be pre-approved by the Juvenile Court Judge and single-piece jumpsuits will not be approved as juvenile uniforms. Juvenile uniforms should include khaki or other similar - type pants, polo or other similar type shirts, and tennis shoes. Shirts shall be different colors for male and female detainees.

Section 5.9: Library

1. Contractor shall establish and maintain a general library in compliance with the Standards. To the extent possible, such library services shall serve as an enhancement to structured educational services. Library services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.10: Mail Service

1. Contractor shall provide mail services in compliance with the Standards. Contractor will provide pick-up and delivery of juvenile mail. Contractor shall provide policy and procedures for the mailing of legal documents to courts or legal counsel and a reasonable amount of postage for other purposes, for all juveniles. Contractor will provide first class postage for all juveniles. Mail services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.11: Medical/Dental Services

1. Contractor shall provide medical and dental services in compliance with the Standard.

2. Unless the juvenile is in the custody of the Department of Children's Services or the juvenile has medical insurance coverage under TennCare or third-party private insurance, then Contractor will be responsible for the payment of all medical costs, including but not limited to:

a) all care provided within the facility;
b) all outside physician visits and other out-patient treatment, including dental, psychological, and/or psychiatric;
c) all medically related transportation;
d) all in-patient hospital costs, including hospitalization for psychiatric reasons.

3. The Privacy Rule from the Health Insurance Portability and Accountability Act of 1996 (HIPAA) contains requirements regarding the use and disclosure of protected health information. One of these requirements is to secure a written agreement from entities meeting the definition of "Business Associate." A "Business Associate" for Metro is defined as a company or person, outside of Metro's workforce, who on behalf of Metro provides a service or function that involves the use or disclosure of individually identifiable health information to perform the service or function. This is included as part of the Metro Information Security Agreement and will be included as part of the resulting contract as an exhibit.

4. Contractor shall provide an "on call" physician to perform all regular physicals for youth detained. Contractor shall notify the Court should there be a juvenile with any suspected communicable disease, and of any juvenile who is medically fragile.

5. Contractor to provide medical, dental and medication services in compliance with the Standards and shall include, but not be limited to:

a) Juvenile access to twenty-four (24) hour a day, seven (7) days a week emergency medical, psychiatric, and dental care provided by certified, licensed or registered health care professionals;
b) At least sixteen (16) hours per day, (7) seven days a week on-site nursing care (proposals shall specify LPN and RN coverage);
c) Initial health care screening;

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d) Triaging of complaints seven (7) days a week;
e) Sick call (proposals shall specify frequency);
f) Maintenance of medical health records;
g) Ancillary services (e.g., radiology, laboratory, etc.);
h) Pharmaceutical services and supplies;
i) Optometry services;
j) Health education;
k) Hospitalization services;
l) Counseling programs including at a minimum anger management, substance abuse counseling, crisis counseling, and case management; and,
m) Dental care

Section 5.12: Phone Services

1. Contractor will provide reasonable telephone access to the juveniles in compliance with the Standards. Neither the Contractor nor Juvenile Court will benefit from monetary proceeds from said phone services. Provision shall be made to allow phone calls from the juvenile's approved contact list necessary to the well-being of the child without cost to the family or child.

2. Contractor shall immediately report, or as soon as reasonably possible, to the Contract Monitor when phones are not working. Phone service shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.13: Program Services

1. Contractor shall provide Positive Youth Development program services in compliance with the Standards. Contractor shall provide the Contract Monitor a list of programming, activities, and providers in the monthly report (See Schedule of Reports). Programming shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.14: Recreation/Services

1. Contractor shall provide recreational opportunities and leisure time programs in compliance with or exceed the Standards. Metro provides exercise equipment and a recreation area for a variety of indoor and outdoor activities. Recreation shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.15: Religious Services

1. Contractor shall ensure the availability of religious programs and services in compliance with the Standards. Religious services shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor.

Section 5.16: Sanitation and Hygiene Toiletries and Bedlinens

1. Contractor shall provide sanitary and hygienic toiletries and bedlinens in compliance with the Standards.

2. Contractor shall be responsible for providing each juvenile with clean bed linens (including pillowcases, sheets, and blankets) and towels.

3. Contractor shall ensure the issue of clean usable bed linens, towels, shoes, and clothing to all juveniles with provision for exchange or laundering.

4. Contractor shall provide each juvenile with the following articles for personal hygiene: soap, toothbrush, toothpaste, comb/brush, toilet paper, deodorant and all other necessary sanitary supplies.

Section 5.17: Transportation Services
1. Contractor shall provide transportation services in compliance with the Standards. Contractor is responsible to transport to and from the Facility for medical, dental, psychological, psychiatric or other health related or evaluation related purposes. In the event that external security is needed at a hospital or other Facility for a period of treatment or evaluation lasting up to eight hours, Contractor will provide such security at no additional cost to Metro.

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Exhibit B – Scope of Services

Section 5.18: Visitation

1. Contractor shall provide visitation in compliance with the Standards.

2. Contractor shall provide daily and weekly visitation schedules and maintain proper staffing for said schedules. Contractor must provide "special" visitation schedules when parent(s)/guardian(s) cannot make themselves available during regular visitation schedules. Contractor shall provide accommodations for Attorney visitation in a private and confidential area. Visitation shall not be withheld from juveniles as a form of discipline or punishment, except under exceptional circumstances as approved by the Juvenile Court Judge and/or the Contract Monitor. While Facility operations may impact how quickly a juvenile can be made available to a lawyer or lawyer's agent, legal visits generally take place any time of the day except night or during count or an emergency.

Section 6.0 – Alternate location operations

1. In the event that the facility, which is part of the Juvenile Justice Center (JJC) at 100 Woodland Street, is required to be temporarily closed for necessary repairs or renovations to the JJC, the Contractor shall fully support the continued provision of all contracted services at alternate locations as may be provided by Metro.

Exhibit C - ISA Terms and Conditions

SECTION A-1

General Terms and Conditions

1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.

2 **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.

3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.

4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.

5 **Subcontracting/Outsourcing.**

5.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.

5.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.

5.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

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Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

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SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the *Metropolitan Government Information Security Glossary*, which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.

2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.

3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.

4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.

5. "Effective Date" means the date first set forth on page 1 of the Agreement.

6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.

7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.

8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.

9. "Term" means the period during which this Agreement is in effect.

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SECTION AST

Agent Security and Training

1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.

2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.

3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:

3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.

3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.

3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.

3.4 Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.

3.5 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.

3.6 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

4 **Agent Training.**

4.1 Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:

4.1.1 Appropriate identification and handling of Metro Government Information

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4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

4.1.3 Education about password maintenance and security (including instructions not to share passwords);

4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

4.1.5 Education about workstation and portable device protection; and

4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

4.2.1 Instructions on how to identify Metro Government Information.

4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

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SECTION AV

Protection Against Malicious Software

1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.

2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

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SECTION BU

Information Backup, Contingency Planning and Risk Management

1 General.

1.1 Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.

1.2 Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.

1.3 Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.

1.4 Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.

1.5 Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

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SECTION DMH

Device and Storage Media Handling

1 **Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:

1.1 Access to the device or media shall require a password or authentication;

1.2 The device or media shall be encrypted using Strong Encryption;

1.3 The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.

1.4 The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.

2 **Media Disposal.**

2.1 Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.

2.2 Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at http://csrc.nist.gov/publications/PubsSPs.html

2.3 Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.

2.4 Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

3 **Media Re-Use.**

3.1 Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.

3.2 Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

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SECTION ENC

Encryption and Transmission of Information

1 Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.

2 Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.

3 Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.

4 If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.

5 All other forms of Encryption and secure hashing must be approved by Metro Government.

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SECTION IR

Incident Response

1 Incident Reporting. Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

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SECTION LOG

Audit Logs

1 **Audit Log Information**. The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).

2 **Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.

3 **User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.

4 **Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.

5 **Audit Log Availability.**

5.1 Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.

5.2 If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.

5.3 Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.

5.4 Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.

5.5 Contractor shall agree to make all Audit Logs available in an agreed upon format.

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SECTION NET

Network Security

1 Network Equipment Installation.

1.1 Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.

1.2 Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.

1.3 Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 Change Management. Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 System / Information Access.

4.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.

4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

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SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.

2 **Environmental Safeguards**. Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.

3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.

4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.

5 **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:

5.1 Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.

5.2 Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.

5.3 Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).

5.4 In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

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SECTION REM

Remote Access to Metro Government Network/System

1 B2B VPN or Private Circuit Requirements.

1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.

1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.

1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.

1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.

1.5 Contractor shall secure the VPN connection using Strong Encryption.

1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.

1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).

1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.

1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.

1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.

2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4 Remote Access Account Usage.

4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.

4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

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4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.

5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:

5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.

5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.

5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.

6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.

7.2 Remote Control Software must secure all network traffic using Strong Encryption.

7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.

7.4 Remote Control Software shall not provide escalation of user account privileges.

7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

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SECTION VMGT

Contractor Managed System Requirements

1 Vulnerability and Patch Management.

1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities though Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.

1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.

1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.

1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.

1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.

1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.

2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.

2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).

2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.

2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

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3 **Authentication**.

3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.

3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.

3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.

3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.

3.5 Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 **Automatic Log off.** Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 **User Accountability.** Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 **Information Segregation, Information Protection and Authorization.** Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 **Account Termination**. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

8 **System / Information Access.**

8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 **System Maintenance.**

9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

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SECTION BAA

HIPAA Business Associate Agreement

This Agreement is entered into upon execution of Contract 6485978 by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO)**, a metropolitan form government organized and existing under the laws and constitution of the State of Tennessee ("**Metro**" or "**Covered entity**") and **Youth Opportunity Investment, LLC** ("**Business Associate**").

SECTION 1 - DEFINITIONS

a. **Business Associate**. "Business Associate" shall generally have the same meaning as the term "Business Associate" in 45 CFR § 160.103, and in reference to the party to this agreement, shall mean ***Youth Opportunity Investment, LLC***

b. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this agreement, shall mean **Metro**. which must fall under one of the following categories:

(1) A health plan.

(2) A health care clearinghouse.

(3) A health care provider who transmits any health information in electronic form in connection with a transaction covered by this subchapter.

c. **Disclosure.** "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.

d. **Electronic Media.** "Electronic Media" shall have the same meaning as set forth in 45 CFR § 160.103.

e. **Employer. "Employer" is defined as it is in 26 U.S.C. § 3401(d).**

f. **Genetic Information.** "Genetic Information" shall have the same meaning as set forth in 45 CFR § 160.103.

g. **HITECH Standards**. "HITECH Standards" means the privacy, security and security Breach notification provisions under the Health Information Technology for Economic and Clinical Health (HITECH) Act, Final Rule of 2013, and any regulations promulgated thereunder.

h. **Individual.** "Individual" shall have the same meaning as set forth in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

i. **Person.** "Person" means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

j. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

k. **Protected Health Information.** "Protected Health Information" or "PHI":

(1) Shall have the same meaning as set forth in 45 CFR § 160.103.

(2) Includes, as set forth in 45 CFR § 160.103, any information, *now also including genetic information*, whether oral or recorded in any form or medium, that:

(i) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and

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(ii) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

l. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

m. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

n. **Security Rule**. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR part 160 and subparts A and C of part 164.

o. **Subcontractor. "Subcontractor" means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.**

p. **Transaction. "Transaction" shall have the same meaning as set forth in 45 CFR § 160.103.**

q. **Catch-all definition.** Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology Act of 2009, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH Act"), implementing regulations at 45 Code of Federal Regulations Parts 160-164 and any other current and future regulations promulgated under HIPAA or the HITECH Act.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. **Permitted Uses of Protected Health Information**. Business Associate shall not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Business Associate may: 1) use and disclose PHI to perform its obligations under its contract with Metro; (2) use PHI for the proper management and administration of Business Associate; and (3) disclose PHI for the proper management and administration of Business Associate, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Business Associate immediately of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. **Safeguards.** Business Associate shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement. Business Associate shall develop and implement policies and procedures that comply with the Privacy Rule, Security Rule, and the HITECH Act. The Business Associate must obtain satisfactory assurances that subcontractor(s) will appropriately safeguard PHI.

c. **Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. **Notice of Use or Disclosure, Security Incident or Breach.** Business Associate shall notify Metro of any use or disclosure of PHI by Business Associate not permitted by this Agreement, any Security Incident (as defined in 45 C.F.R. section 164.304) involving Electronic PHI, and any Breach of Protected Health Information within five (5) business days.

(i) Business Associate shall provide the following information to Metro within ten (10) business days of discovery of a Breach except when despite all reasonable efforts by Business Associate to obtain the information required, circumstances beyond the control of the Business Associate necessitate additional time. Under such circumstances, Business Associate shall provide to Metro the following information as soon as possible and without unreasonable delay, but in no event later than thirty (30) calendar days from the date of discovery of a Breach:

(1) The date of the Breach;

(2) The date of the discovery of the Breach;

(3) A description of the types of PHI that were involved;

(4) identification of each individual whose PHI has been, or is reasonably believed to have been, accessed,

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acquired, or disclosed; and

(5) Any other details necessary to complete an assessment of the risk of harm to the Individual.

(ii) Business Associate shall cooperate with Metro in investigating the security breach and in meeting Metro's notification obligations under the HITECH Act and any other security breach notification laws.

(iii) Business Associate agrees to pay actual costs for notification and any associated mitigation costs incurred by Metro, such as credit monitoring, if Metro determines that the Breach is significant enough to warrant such measures.

(iv) Business Associate agrees to establish procedures to investigate the Breach, mitigate losses, and protect against any future Breaches, and to provide a description of these procedures and the specific findings of the investigation to Metro in the time and manner reasonably requested by Metro.

(v) Business Associate shall report to Metro any successful: (1) unauthorized access, use, disclosure, modification, or destruction of Electronic Protected Health Information; and (2) interference with Business Associate's information systems operations, of which Business Associate becomes aware.

e. **Compliance of Agents.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Metro, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. **Access**. Business Associate agrees to provide access, at the request of Metro, and in the time and manner designated by Metro, to Protected Health Information in a Designated Record Set, to Metro or, as directed by Metro, to an Individual, so that Metro may meet its access obligations under 45 CFR § 164.524, HIPAA and the HITECH Act.

g. **Amendments**. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Metro directs or agrees at the request of Metro or an Individual, and in the time and manner designated by Metro, so that Metro may meet its amendment obligations under 45 CFR § 164.526, HIPAA and the HITECH Act.

h. **Disclosure of Practices, Books, and Records**. Business Associate shall make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Metro available to Metro, or at the request of Metro to the Secretary, in a time and manner designated by Metro or the Secretary, for purposes of determining Metro's compliance with the HIPAA Privacy Regulations.

i. **Accounting**. Business Associate shall provide documentation regarding any disclosures by Business Associate that would have to be included in an accounting of disclosures to an Individual under 45 CFR § 164.528 (including without limitation a disclosure permitted under 45 CFR § 164.512) and under the HITECH Act. Business Associate shall make the disclosure Information available to Metro within thirty (30) days of Metro's request for such disclosure Information to comply with an individual's request for disclosure accounting. If Business Associate is contacted directly by an individual based on information provided to the individual by Metro and as required by HIPAA, the HITECH Act or any accompanying regulations, Business Associate shall make such disclosure Information available directly to the individual.

j. **Security of Electronic Protected Health Information.** Business Associate agrees to: (1) implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Metro; (2) ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (3) report to Metro any security incident of which it becomes aware.

k. **Minimum Necessary**. Business Associate agrees to limit its uses and disclosures of, and requests for, PHI: (a) when practical, to the information making up a Limited Information Set; and (b) in all other cases subject to the requirements of 45 CFR 164.502(b), to the minimum amount of PHI necessary to accomplish the intended purpose of the use, disclosure or request.

l. **Compliance with HITECH Standards.** Business Associate shall comply with the HITECH Standards as specified by law.

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m. **Compliance with Electronic Transactions and Code Set Standards**: If Business Associate conducts any Standard Transaction for, or on behalf, of Metro, Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulations. Business Associate shall not enter into, or permit its subcontractor or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Metro that:

(i) Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;

(ii) Adds any Health Information elements or segments to the maximum defined Health Information Set;

(iii) Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or

(iv) Changes the meaning or intent of the Standard's Implementations Specification(s).

n. **Indemnity.** Business Associate shall indemnify and hold harmless Metro, its officers, agents and employees from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees, arising out of or in connection with any non-permitted use or disclosure of Protected Health Information or other breach of this Agreement by Business Associate or any subcontractor or agent of the Business Associate.

SECTION 3 - OBLIGATIONS OF METRO

a. Metro shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

b. Metro shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Metro has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

SECTION 4 – TERM, TERMINATION AND RETURN OF PHI

a. **Term**. The Term of this Agreement shall be effective as of **[** ***Insert date*** **]** and shall terminate when all of the Protected Health Information provided by Metro to Business Associate, or created or received by Business Associate on behalf of Metro, is destroyed or returned to Metro, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

b. Termination for Cause. Upon Metro's knowledge of a material breach by Business Associate, Metro shall provide an opportunity for Business Associate to cure the breach or end the violation. Metro may terminate this Agreement between Metro and Business Associate if Business Associate does not cure the breach or end the violation within the time specified by Metro. In addition, Metro may immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not feasible.

c. Obligations on Termination.

(i) Except as provided in subsection (ii), upon termination of this Agreement, for any reason, Business Associate shall return or destroy as determined by Metro, all Protected Health Information received from Metro, or created or received by Business Associate on behalf of Metro. This provision shall apply to Protected Health Information that is in the possession of subcontractor or agents of the Business Associate. Business Associate shall retain no copies of the Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement. Within such sixty (60) day period, Business Associate shall certify on oath in writing to Metro that such return or destruction has been completed.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Metro notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Metro

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does not agree that return or destruction of Protected Health Information is infeasible, subparagraph (i) shall apply. Business Associate shall complete these obligations as promptly as possible, but no later than sixty (60) days following the termination or other conclusion of this Agreement.

SECTION 5 - MISCELLANEOUS

a. **Regulatory References.** A reference in this Agreement to a section in HIPAA or the HITECH Act means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Metro to comply with the requirements of HIPAA or the HITECH Act and any applicable regulations in regard to such laws.

c. **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Agreement.

d. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Metro to comply with HIPAA or the HITECH Act or any applicable regulations in regard to such laws.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dawn Bryant-Smith	
Shepherd Insurance, LLC 111 Congressional Boulevard Suite 100 Carmel IN 46032	PHONE (A/C, No, Ext): (317) 846-5554	FAX (A/C, No): (317) 846-5444
	E-MAIL ADDRESS: dsmith@shepherdins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Beazley Insurance Company	37540
INSURED Youth Opportunity Investments, LLC 12775 Horseferry Road Carmel IN 46032	INSURER B : National Liability & Fire Company	20052
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2032004193 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		W283B4200201	08/01/2020	08/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 2,000,000 $ 50,000 $ 2,500 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 250,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y		73APB003813	03/18/2020	03/21/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Ded.	$ 1,000,000 $ $ $ $ $1,000/$1,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability/Sexual Abuse			W283B4200201	08/01/2020	08/01/2021	Each Claim Aggregate Deductible	$1,000,000 $3,000,000 $250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract Number 6485978

Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are additionally insured with respect to general & auto liability per attached endorsements.

Cyber Liability coverage is provided under Policy #ESI0013990895 by Certain Underwriters at Lloyd's, London at a limit of $5,000,000 & effective dates of 2/20/2020 to 3/21/2021.

CERTIFICATE HOLDER

Purchasing Agent, Metropolitan Government of Nashville
and Davidson County
Metro Courthouse
Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dawn Bryant-Smith

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WorkComp Solutions, Inc. 5143 South Lakeland Drive, Suite 1 Lakeland, FL 33813 www.workcompsolutionsfl.com	CONTACT NAME: PHONE (A/C, No, Ext): 863-646-4642 FAX (A/C, No): 863-646-3521 E-MAIL ADDRESS:
INSURED Youth Opportunity Investments, LLC 12775 Horseferry Road, Suite 230 Carmel IN 46032	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Bridgefield Casualty Insurance Company — 10335 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 59900937 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0196-44741	1/1/2021	1/1/2022	✓ PER STATUTE ✓ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 Day Notice of Cancellation Applies
Contract Number: 6485978

CERTIFICATE HOLDER

Purchasing Agent,
Metropolitan Government of Nashville &
Davidson County, Metro Courthouse
Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Darrell J. Mills

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Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all proposed subcontractors, subconsultants, or suppliers regardless of their ownership status. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response.)

Note: **MBE** = Minority-owned business, **WBE** = Woman-owned business, **SBE** = Small business, **SDV** = Service Disabled Veteran-owned business, **DBE** = Federal Disadvantaged businesses

Your Firm's Name: **Youth Opportunity Investments, LLC**
Solicitation Title: **Juvenile Justice Facility Management Services**
Solicitation Number: **RFQ 57122**
Date: **12-Oct-20**

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	OTHER	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
Palate, Inc.	175 Lafayette St.	Nashville	TN	37210	Patrick Swett	patricklamontswett@gmail.com	(615) 521-4011	Yes	Select	Yes	Select	Select	Select	Dietary Services	$1,650,000	6.00%
Dr. Jan A. Mayer	P.O. Box 150025	Nashville	TN	37215	Dr. Jan Mayer	jan.mayer@gmail.com	(615) 945-0742	Select	Select	Select	Select	Select	Select	Physician and Psychiatric Services	$180,000	0.71%
Jared Prentiss	404 BNA Drive, Suite 200	Nashville	TN	37217	Jarred Prentiss	Office@Prentisscac.com	(615) 669-5605	Select	Select	Select	Select	Select	Select	Licensed Mental Health Professional	$108,000	0.43%
Greene Military	2602 Lebanon Pike	Nashville	TN	37214	Mary Sanders	mary@greenemilitary.com	(615) 232-0320	Select	Yes	Select	Select	Select	Select	Staff Uniforms	$200,000	0.80%
Woodcuts Framing	1613 Jefferson Street	Nashville	TN	37208	Nathaniel Harris	woodcutsart@yahoo.com	(615) 321-5357	Yes	Select	Select	Select	Select	Select	Custom Framing	$52,500	0.20%
Del Mar Lighting, LLC	829 Pipers Lane	Brentwood	TN	37027	Peter K. Caldwell	caldwell.p@comcast.net	(615) 376-4566	Select	Select	Yes	Select	Select	Select	Plumbing and Lighting Products (indoor/outdoor applications)	$253,000	1.00%

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

12/1/2020 | 3:08 PM CST

Mr. James C. Hill, Jr.
Youth Opportunity Investments, LLC
90 Executive Drive
Carmel, IN 46032

Re: **RFQ #*57122, Juvenile Justice Facility Management Services***

Dear Mr. Hill:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ# 57122, Juvenile Justice Facility Management Services. This letter hereby notifies you of Metro's intent to award **to Youth Opportunity Investments, LLC**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Christopher Wood**, BAO Representative, at **615-862-6710** or at **Christopher.Wood@nashville.gov**.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer, **Terri Ray** by email at **terri.ray@nashville.gov,** Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Purchasing Agent
Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

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RFQ 57122 - Juvenile Justice Facility Management Services
Scoring and Justification

Evaluation Criteria/Offeror	Rite of Passage, Inc	Youth Opportunity Investments, LLC
Cost (35 Points)	33.17	35
Qualifications and Experience (20 Points)	15	18
Operational Plan and Approach (35 Points)	27	30
Diversity Practices (10 Points)	4.5	6.5
Total (100 Points)	79.67	89.5

Offeror's Name	Total Bid Amount	Total Cost Points (35 Max)
Rite of Passage, Inc	$82,151.93	**33.17**
Youth Opportunity Investments,	$77,859.53	**35.00**
Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

Rite of Passage

Strengths – Proposal demonstrated experience with proposed programs, including training of staff and youth assessment. Proposed operational plan and approach demonstrated more emphasis on programming side, including the use of iValidate program, case plan program, and integrated care model program. Proposed transfer youth approach was strong and detailed which demonstrated an understanding of the need to address issues related to transfer youth. Proposal included detailed and attractive menu options for youth. Proposed an alliance approach which would provide extra support for the youth. Proposed a bonus approach to recruiting staff. Proposed more family visits and more phone calls for youth. Proposed organizational chart was sufficient and clear. Proposed the use of data as the driver for making program decisions. Proposed in-depth facility inspections specifically related to outside of the facility. Proposal demonstrated a prohibition of chemical restraints by anyone regardless of the situation. Proposed electronic key control access. Proposed group therapy as an option for the youth. Proposed hiring of existing staff if awarded contract which allows for decreased learning curve of staff. Proposed an apprentice program for staff. Proposed starting pay for staff at $15 per hour and going up from there which demonstrated good potential for growth among staff. Proposed 80 hours of training for staff. Proposal demonstrated a supplier diversity policy that is inclusive and has specific strategic sourcing to utilize Small, Minority, Women, Veteran and LGBT enterprises. Proposal demonstrated the use of an accounts payable quote policy which requires a price quote from a disadvantage business when getting them.

Weaknesses – Proposed experience more residential experience rather than detention experience. Proposal mention's youth court throughout when this is juvenile court and youth court in Davidson county is separate. Proposed a pool of on call individuals with staffing patterns but fails to provide details related to approach of accomplishing staffing patterns. Proposed two shift supervisors to be used on the contract. Proposed benefit information for staffing lacked detail. Proposed orientation process for staff lacked detail. Proposed approach to mental and dental services lacked detail. Proposed approach outlined that the team would pursue the youth if an escape which is not aligned with policy of Juvenile Court. Proposed

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RFQ 57122 - Juvenile Justice Facility Management Services
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Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

approach failed to provide details related to the physicians and physiatrist services. Proposed staffing pattern has several concerns such as only one individual in master control, the intake and release schedule, no staffing shown from 7pm to 7am Sunday through Tuesday, no cooks in facility on Saturday or Sunday, no admins in facility on weekends, and minimal staffing on weekends. Proposed to meet with contract monitor a minimum of one time per month. Proposed suicide watch for youth but would not be put in isolation. Proposed the use of dog drug search which could possibly result in additional trauma for youth. Proposed the use of leg restraints and handcuffs of youth to attend court. Proposed the use of various pre-employment screening tools but failed to provide commitment on which would be used as part of the proposal. Proposal failed to provide information related to uniforms for youth to be worn while detained. Proposed unrealistic and unworkable approach to pod assignments by using age as determination when other outside influences such as gangs is not being considered. Proposed timeframe to accomplishment youth assessments is unrealistic. Proposal stated five different lawsuits in the last five years. Proposal demonstrated a small percentage of spend although they have a supplier diversity policy.

Youth Opportunity Investment

Strengths – Proposal demonstrated in-depth experience with Metro Nashville. Proposed staffing plan was sufficient. Proposed approach included an extremely detailed handbook along with policies and procedures. Proposal acknowledged shortcoming related to escape and provided a good escape plan if needed in the future. Proposed a strong training plan that included 92 hours training. Proposal included details related to benefits offered to staff. Proposed approach included Pod encouragement themes. Proposed electronic key control access. Proposed staffing plan included a 1.67 relief factor, full time recreational coordinator, two people in master control, full-time licensed mental health professional, and contracted mental health practitioner. Proposed approach outlined attire of youth. Proposed that 65% of staff with juvenile experience commitment. Proposed staffing experience with other facility in Tennessee allows for the ability to fill in staffing holes as needed. Proposed approach included the use of forklift simulator along with other vocational programs. Proposed trauma responsive and caring responsive assessment for both the staff and youth. Proposed experience with utilizing the iHope

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RFQ 57122 - Juvenile Justice Facility Management Services
Scoring and Justification

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Youth Opportunity Investments,	$77,859.53	**35.00**
Wayne Halfway House, Inc submitted but was deemed non-responsive due to Equal Business Opportunity Requirements.		

Approach. Proposed approach was much more realistic that aligned with the Juvenile Court perspective. Proposed the use of the trace program. Proposal demonstrated a formal supplier diversity program which sets specific quantitative goals for the inclusion of diverse businesses.

Weaknesses – Proposed approach lacked specifics related to the approach on how to implement the policies and procedures. Proposed less visitation days for youth. Proposal outlined nine separate lawsuits in last five years. Proposed the use of mechanical restraints along with chemical use with the judge's approval. Proposed restorative justice approach was lacking full commitment or detailed. Proposal demonstrated a small percentage of spend with diverse businesses.

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EBO Compliance Results Form

Department Name: Juvenile Court

RFP/ITB Number: 57122

Juvenile Justice Facility Management Services

Primary Contractor	Acknowledged Established EBO Goals (Yes/No)	Determination Comments of Participation Proposed or Bid
Rite of Passage, Inc	Yes	Proposer is compliant with the Equal Business Opportunity Program. They acknowledge M/WBE goals and that they can achieve as required by the Procurement Code. Proposed WBEs: DHE Computer Systems LLC, Chef's Deal, Mid-South Drug Testing Proposed MBEs: DevMar Products, LLC, Reynolds & Reynolds Facility Services, Inc.
Youth Opportunity Investments, Inc.	Yes	Proposer is compliant with the Equal Business Opportunity Program. They acknowledged M/WBE goals and that they can achieve as required by the Procurement Code. Proposed MBE: Palate, Inc and Woodcuts Gallery and Framing. Proposed Greene Military.

Denotes follow-up required
11/24/2020
Metro Buyer: Terri Ray
BAO Rep: Christopher S. Wood

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BAO SBE Assessment Sheet

BAO Specialist: Christopher S. Wood

Contract Specialist: Terri Ray

Date: 11/24/2020

Department Name: Juvenile Courts

RFP/ITB Number: 57122

Project Name: Juvenile Justice Facility Management Services

Primary Contractor	SBE/SDV Requirement Acknowledged?	Comments
Rite of Passage, Inc.	Yes	Proposer acknowledged the 1% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed SBEs: Chef's Deal, Pioneer Medical, Inc., Lebanon Chemical Company, Inc.
Youth Opportunity Investments, Inc.	Yes	Proposer acknowledged the 1% SBE/SDV participation expectation over the life of the project as required by the solicitation. Proposed SBE: Del Mar Lighting, LLC

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

12/1/2020 | 9:17 AM CST

Nicole Polk
Wayne Halfway House, Inc.
PO Box 873
Waynesboro, Tennessee 38485

nicolewp@tds.net - SENT VIA EMAIL

RFQ 57122 Juvenile Justice Facility Management Services

Dear Ms. Polk

The Metropolitan Government of Nashville and Davidson County has completed its evaluation of submitted responses to the above solicitation and unfortunately, has determined that your submission was not minimally responsive of the requirements of the solicitation. Specially, it has been determined that Wayne Halfway House, Inc. is nonresponsive to the Equal Business Opportunity Program by failing to submit required program forms.

Thank you for participating in Metro's competitive procurement process.

Kind Regards,

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane
Chief Procurement/Purchasing Agent
Metropolitan Government of Nashville & Davidson County

cc: Solicitation Files

Certificate Of Completion

Envelope Id: C7819EDF54F24C67BF1058D357DBA02C
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Source Envelope:
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730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
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prg@nashville.gov
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Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 11/23/2020 1:30:15 PM Viewed: 11/23/2020 2:03:44 PM Signed: 12/1/2020 9:17:00 AM

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Agent Delivery Events	Status	Timestamp

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Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/1/2020 9:17:01 AM

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Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/23/2020 2:03:44 PM
Signing Complete	Security Checked	12/1/2020 9:17:00 AM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	12/1/2020 9:17:01 AM

Payment Events	Status	Timestamps

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Signer Events	Signature	Timestamp
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/1/2020 3:01:11 PM Viewed: 12/1/2020 3:01:58 PM Signed: 12/1/2020 3:08:33 PM

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Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/1/2020 3:08:34 PM Viewed: 12/1/2020 3:21:19 PM

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Witness Events	Signature	Timestamp

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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/1/2020 3:01:11 PM
Certified Delivered	Security Checked	12/1/2020 3:01:58 PM
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Envelope Summary Events	Status	Timestamps
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Initials: 7
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Nashville, TN 37219
prg@nashville.gov
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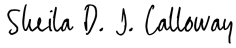
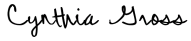
Terri L. Ray terri.ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/2/2021 10:48:32 AM Viewed: 2/2/2021 10:53:47 AM Signed: 2/2/2021 10:54:47 AM
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/2/2021 10:54:51 AM Viewed: 2/2/2021 10:55:11 AM Signed: 2/2/2021 10:55:24 AM
Jim Swack JimSwack@jis.nashville.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/2/2021 11:17:10 AM ID: 2487c6fc-3c95-4957-bfab-01933248ab60	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.108	Sent: 2/2/2021 10:55:27 AM Viewed: 2/2/2021 11:17:10 AM Signed: 2/2/2021 11:19:11 AM
Terri L. Ray terri.ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 170.190.198.185	Sent: 2/8/2021 8:44:59 AM Viewed: 2/8/2021 8:47:48 AM Signed: 2/8/2021 8:47:57 AM

Signer Events	Signature	Timestamp
Laurie Inman Laurie.Inman@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/2/2021 11:19:15 AM Resent: 2/8/2021 8:48:01 AM Viewed: 2/3/2021 7:39:22 AM Signed: 2/8/2021 11:23:44 AM
Electronic Record and Signature Disclosure: Accepted: 2/3/2021 7:39:22 AM ID: 416c5360-119b-4510-8475-e0c65e640910		
Jim Hill jim.hill@youthopportunity.com President Youth Opportunity Investments, LLC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 47.206.156.24	Sent: 2/8/2021 11:23:47 AM Viewed: 2/8/2021 12:07:04 PM Signed: 2/8/2021 1:34:29 PM
Electronic Record and Signature Disclosure: Accepted: 7/4/2020 8:50:23 AM ID: c50ec3fb-f0aa-489f-b7bc-2f11e88b88e6		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 1:34:34 PM Viewed: 2/8/2021 1:35:17 PM Signed: 2/8/2021 1:45:46 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sheila D. J. Calloway SheilaCalloway@jis.nashville.org Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.108	Sent: 2/8/2021 1:45:49 PM Viewed: 2/8/2021 1:53:30 PM Signed: 2/8/2021 1:59:46 PM
Electronic Record and Signature Disclosure: Accepted: 2/8/2021 1:53:30 PM ID: 0e5b36cd-4b57-4c7c-b6d0-2cdcd0bdb07c		
Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 1:59:52 PM Viewed: 2/8/2021 2:27:19 PM Signed: 2/8/2021 2:32:31 PM
Electronic Record and Signature Disclosure: Accepted: 2/8/2021 2:27:19 PM ID: 447666d2-8d5b-4464-a207-b80ceb84b5e0		
Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:32:36 PM Viewed: 2/8/2021 2:41:37 PM Signed: 2/8/2021 2:42:12 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/8/2021 2:41:37 PM ID: bef2cd29-e467-4511-bb6c-a2e724d639e5		
Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:42:16 PM Viewed: 2/8/2021 2:43:08 PM Signed: 2/8/2021 2:43:22 PM
Electronic Record and Signature Disclosure: Accepted: 2/8/2021 2:43:08 PM ID: 79fe1b7a-d702-4433-a828-ae6b01ba1d77		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:43:26 PM Viewed: 2/8/2021 2:54:05 PM Signed: 2/8/2021 2:54:14 PM
Electronic Record and Signature Disclosure: Accepted: 2/8/2021 2:54:05 PM ID: a520cce0-df4f-4ec9-ae6e-e51fca34f041		
Cynthia Gross Cynthia.Gross@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/8/2021 2:54:18 PM Viewed: 2/10/2021 10:09:18 AM Signed: 2/11/2021 12:33:30 PM
Electronic Record and Signature Disclosure: Accepted: 2/11/2021 12:31:05 PM ID: 35d53fd4-b234-46c6-be60-7c6af53f54de		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 2/11/2021 12:33:37 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/11/2021 12:33:34 PM Viewed: 2/11/2021 12:37:07 PM
Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
Accepted: 2/11/2021 10:55:59 AM ID: 8a72fc06-762f-45d0-a07f-3bc559af73e1		
Cynthia Gross Cynthia.Gross@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/11/2021 12:31:05 PM ID: 35d53fd4-b234-46c6-be60-7c6af53f54de	COPIED	Sent: 2/11/2021 12:33:36 PM
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
L'Tannia Williams L'tanniaWilliams@jis.nashville.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/8/2021 12:28:36 PM ID: ca145fbc-f2b5-4d64-a29b-1f0b7d161178		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2021 10:48:32 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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File #: RS2021-788, **Version:** 1

A resolution approving the election of certain Notaries Public for Davidson County.

WHEREAS, Tennessee Code Annotated, Section 8-16-101, provides that the members of the county legislative body shall effect as many notaries public for their county as they may deem necessary; and

WHEREAS, the Metropolitan County Council has determined that it is necessary for the election of additional notaries public for Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That those persons named on the list attached hereto as “Exhibit A,” and incorporated by reference the same as if copied in full herein, are hereby elected as Notaries Public for Davidson County.

Section 2. That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves the election of notaries public in accordance with T.C.A. § 8-16-101.

DAVIDSON COUNTY CLERK

Howard Office Building • Fulton Complex
700 Second Avenue South, Suite 101 • Nashville, Tennessee 37210 • 615-862-6050

Mailing Address:
P.O. Box 196333 • Nashville, Tennessee 37219-6333

February 23, 2021

Elizabeth Waites
Metropolitan Clerk
Metropolitan Courthouse
Nashville, TN 37201

Re: Notaries Public

Dear Ms. Waites:

In compliance with the rules of the Metropolitan Council, please be advised that a list of five hundred and fifty-nine (559) applicants for election as state of Tennessee notaries public is attached to the resolution filed today.

Each individual applicant meets all of the qualifications of the office of notary public and has made the following statement:

"I hereby certify that the above questions have been answered to the best of my knowledge, information and belief."

Applicants serve as Notaries Public for Davidson County for a term of four (4) years upon election.

Sincerely,

Brenda Wynn
Davidson County Clerk

BW/JLS

Sworn to and Subscribed before me this 22nd day of February 2021

Notary Public

MIKE TAYLOR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-8-2022

My Commission Expires:
November 8, 2022
My Commission Expires

FirstName	LastName	Address	City	State	Zip	Phone
OROSI	ABELL					
CHANDRA	ADAMS	207 23RD AVENUE NORTH	NASHVILLE	TN	37203	615-200-1111
AMI	ADCOX	300 PLEASANT GROVE RD	MOUNT JULIET	TN	37122	6157581430
PARROUSH	AHMED					
AZIZJON	AKBAROV	33 CLEVELAND AVE	NASHVILLE	TN	37210	615457-3852
CHATICA	AKINS					
AHMAD	ALAMMURI	907 GALLATIN RD. SOUTH	MADISON	TN	37115	615-860-9995
LATONYA	ALEXANDER					
JOHN	ALEXANDER	201 4TH AVE N SUITE 1850	NASHVILLE	TN	37219	6156490583
APRIL	ALEXEEV	207 23RD AVE NORTH	NASHVILLE	TN	37203	615 200 1111
PORFIRIO	ALFARO					
TABITHA	ALLBERT	129 S 11TH ST	NASHVILLE	TN	37206	615227 8646
KIMBERLY	ALLEN					
TANYA	ALLEN	421 OCALA DR	NASHVILLE	TN	37211	6158344214
ALISON	ALTSHULER	424 CHURCH ST	NASHVILLE	TN	37219	615 651 7386
JACOREY	ANDERSON					
SHEILA	ANDERSON	2601 BRANSFORD	NASHVILLE	TN	37204	6152598632
JULISSA	ANDRUS	5548 FRANKLIN PK 201	NASHVILLE	TN	37220	615.292 9223
LUISA	ARBOLEDA HURTADO	1214 MURFREESBORO PIKE	NASHVILLE	TN	37217	615-321-8888
ALISA	ARMSTRONG					
JO	BAGGETT	7220 NOLENSVILLE RD.	NOLENSVILLE	TN	37135	615-514-1428
CLAIRE	BAILEY	1400 8th Avenue South	Nashville	TN	37203	6157807648
DREW	BANDY	204 S 11TH ST	NASHVILLE	TN	37206	615-650-5100
BRIANA	BARLOW					
CATHY	BARNES					
AMBRA	BARNES	1901 CHARLOTTE AVE	NASHVILLE	TN	37203	8003423086
RONDA	BARR					
ANNA	BARRY	414 UNION ST	NASHVILLE	TN	37219	
FREEDA	BARTLETT	615 NAPOLEON AVE	NASHVILLE	TN	37211	
CATHEY	BARTLETT	49 MUSIC SQUARE WEST	NASHVILLE	TN	37203	615-635-0299
JACQUELYN	BASS	802 3RD AVE S	NASHVILLE	TN	37210	6158109611
HALEY	BASS	1400 5TH AVE N	NASHVILLE	TN	37208	6159533264
KAREN	BATES	424 CHURCH STREET SUITE 2300	NASHVILLE	TN	37219	615 645 7180
FRANCES	BAUGH	1016 WESTCHESTER DR	MADISON	TN	37115	615.969-2047

SHIRLEY	BEAN	710 SOUTH 5TH STREET	NASHVILLE	TN	37206	615-880-3793
QUINZAE	BEARD					
LISA	BEASLEY	4400 MICHIGAN AVE.	NASHVILLE	TN	37201	615.385 0250
ANGELA	BEASLEY	222 2ND AVE S STE 2000	NASHVILLE	TN	37201	615.724.3267
DANNA	BENDER					
LAURA	BENSON	1100 DR MARTIN LUTHER KUNG JR	NASHVILLE	TN	37203	615.344.3107
DJ	BERGANO	424 CHURCH ST.	NASHVILLE	TN	37219	
BOBBY	BERRY	1415 ELM HILL PK	NASHVILLE	TN	37210	6152712996
NICOLE	BIRD					
TAMIKO	BLACK	1230 PEACHTREE ST NE 2350	ATLANTA	GA	30309	6157662579
LAKESHA	BLACK	150 3RD AVE S 1900	NASHVILLE	TN	37201	6157436751
MARLOW	BLACKMAN					
JANET	BLAKEMORE	5678 PRICE RD	ORLINDA	TN	37141	253 5560
KENYA	BOGGS					
VALERIE	BOHANNON	401 COMMERCE ST.	NASHVILLE	TN	37219	615-760-9593
ANTIONETTE	BOOKER	101 SPADE LEAF BLVD	HENDERSONVILLE	TN	37075	6156749487
ZAKIA	BOONE	4270 KENILWOOD DR	NASHVILLE	TN	37204	615 4578166
CARLA	BOONE	3322 WEST END AVE STE 620	NASHVILLE	TN	37203	615 748 4914
RENEE	BOSWELL-STANGEL	511 UNION ST 2700	NASHVILLE	TN	37219	6158508545
SHANNELL	BOWEN	3117 MEADOWSIDE LANE	NASHVILLE	TN	37207	615 554 7192
JAZMAN	BOWLES	408 2ND AVE S STE 5140	NASHVILLE	TN	37201	6158803404
NELLIE	BOWMAN					
JOSLYNNE	BOX	1013 16TH AVE S	NASHVILLE	TN	37212	6159426154
BARBARA	BOYCE	652 CORNELIA COURT	NASHVILLE	TN	37217	615-361-8788
SHIRLEY	BOYD					
PAMELA	BOYD-WALKER	1000 HEALTH PARK DR 150	BRENTWOOD	TN	37027	6153734343
GAIL	BRADFORD	750 OLD HICKORY BLVD 150	BRENTWOOD	TN	37027	615-371-6101
TANYA	BRADLEY	1211 MEDICAL CENTER DR	NASHVILLE	TN	37232	615 322 8476
RAEGAN	BRECKENRIDGE	631 OLD HICKORY BLVD	NASHVILLE	TN	37209	6153566042
MARTIN	BRENNAN	525 4TH AVE S	NASHVILLE	TN	37210	6153530930
KEITH	BREWER	511 UNION ST SUITE 2700	NASHVILLE	TN	37219	615244 6380
LINDA	BREWINGTON					
CHRISTY	BREWINGTON	1214 CHURCH ST SUTIE 100	NASHVILLE	TN	37246	6156874801
KELA	BROOKS					
ALEXUS	BROWN	599 GALLATIN AVE	NASHVILLE	TN	37206	

CHERITA	BROWN	500 JAMES ROBERTSON PKWY	NASHVILLE	TN	37243	6158941586
JANE	BROWN	200 HEALTH PARK DR	BRENTWOOD	TN	37207	615.372.5019
YOLANDA	BROWN	720 COCKRILL BEND BLVD	NASHVILLE	TN	37209	615-256-6695
MEREDITH	BROWN	181 KINGSTON SPRINGS RD	KINGSTON SPRINGS	TN	37082	615 952 5647
CARIE	BRUECKNER	155 FRANKLIN RD	BRENTWOOD	TN	37027	615 250 2520
LENOLA	BRYANT					
CLINTON	BRYANT					
ANIYA	BRYANT					
NAKIA	BUFORD	718 THOMPSON LANE	NASHVILLE	TN	37204	6153015006
DIANNA	BULL	214 OVERLOOK CIR 120	BRENTWOOD	TN	37027	615-846-3318
JOHN	BUNGE	511 UNION ST. SUITE 2700	NASHVILLE	TN	37219	615.850.8115
TAMARA	BURNETT	701 SOUTH 6 STREET	NASHVILLE	TN	37206	6152528552
JASEY	BURNETT	983 NISSAN DR	SMYRNA	TN	37167	615 7683911
ANNIE	BURNS					
CHARLES	BURRIDGE	3016 HEDRICK ST	NASHVILLE	TN	37203	615-385-2268
DEBORAH	BUTZLER	408 2ND AVE. N, STE. 2110	NASHVILLE	TN	37201	615-862-5195
BRADLEY	BUXTON	1218 MURFREESBORO PK	NASHVILLE	TN	37217	627 3824
MARILYN	BYRD	4741 TROUSDALE DR 118	NASHVILLE	TN	37220	615333 5878
TARIKA	CALDWELL					
MARIA	CALLAHAN	1429 ROBINSON RD.	OLD HICKORY	TN	37138	
CARRIE	CALLAHAN	513 3RD AVE S	NASHVILLE	TN	37210	6155157171
JENIFER	CAMPBELL					
ALLISON	CANTWAY	610 MURFREESBORO RD.	NASHVILLE	TN	37210	615-880-1100
DENEISE	CARTER	2601 BRANSFORD AVE	NASHVILLE	TN	37204	
AMARAH	CARTER	475 METROPLEX DR 214	NASHVILLE	TN	37211	6153198911
DEITRA	CARTER	6003 HWY 100	NASHVILLE	TN	37205	
KADREN	CARTER RIPPY	PO BOX 280342	NASHVILLE	TN	37228	9015175033
JOSE	CASTRO					
DEONZA	CATO-MATHEWS	610 DUE WEST	MADISON	TN	37115	615-862-8170
NICOLE	CHAMBERS	450 ALLIED DRIVE	NASHVILLE	TN	37211	615 331 1000
CHARLES	CHAMBERS	1450 LEBANON PK	NASHVILLE	TN	37210	6158624600
AMANDA	CHAMBERS	3100 WEST END AVE STE 1225	NASHVILLE	TN	374203	6152697979
M.	CHANDLER					
MICHAEL	CHANDLER					
MITAN	CHELKY		NASHVILLE	TN	37214	

AMANDA	CHESTER	603 45TH AVE. N	NASHVILLE	TN	37209	615-891-5655
DAVID	CHILTON	5924 MT VIEW RD	ANTIOCH	TN	37013	6153669944
YOUNG	CHOI	211 FRANKLIN RD	BRENTWOOD	TN	37027	6292082045
HERBY	CLARK	5524 OLD HICKORY BLVD	HERMITAGE	TN	37076	615.889.4202
LAVONNE	CLEETON	P.O. BOX 110076	NASHVILLE	TN	37222	615-255 6425
JESSICA	CLIFTON	1900 BELMONT BLVD	NASHVILLE	TN	37212	6154605402
SHANA	COBB					
SHANNON	COHEN	911 BUCHANAN ST	NASHVILLE	TN	37208	
CHRISTIAN	COHEN	150 3RD AVE S 1900	NASHVILLE	TN	37201	6157436751
CHRISTINE	COLE	222 2 ND AVE S	NASHVILLE	TN	37201	629216 5238
GINA	COLLINS	441 ALLIED DR	NASHVILLE	TN	37211	615.781.1168
TRUDIE	CONDRA	2205 STATE STREET	NASHVILLE	TN	37203	615 208 1327
JESSICA	CONKLIN	33 MUSIC SQ W STE 110A	NASHVILLE	TN	37203	8884984245
PATRICIA	CONNELLY					
DEBORAH	COOK	109 A EAST AVE	GOODLETTSVILLE	TN	37072	615-859-2351
JOHN	CORBITT	140 BNA PARK DR	NASHVILLE	TN	37214	615 275 1726
JORDAN	CORDELL	2817 WEST END AVE	NASHVILLE	TN	37203	
ANDREA	CORNWELL	401 COWAN ST	NASHVILLE	TN	37207	615244 4305
C	CORRIVEAU	1704 CHARLOTTE AVE 105	NASHVILLE	TN	37203	6159218684
RANDY	COTTERELL	2416 MUSIC VALLEY DR STE 119	NASHVILLE	TN	37214	615 360 8554
MELVA	COX	1818 ALBION	NASHVILLE	TN	37208	6153414479
VALERIE	CRABTREE	2300 21ST AVE STE 305	NASHVILLE	TN	37212	6156455665
VIRGINIA	CRAWFORD	425 REP JOHN LEWIS WAY	NASHVILLE	TN	37243	6157089597
GENEA	CRIPPS	700 2ND AVE. SOUTH SUITE 220	NASHVILLE	TN	37210	615.862-6330
HILARY	CUMBEST	2002 RICHARD JONES RD C200	NASHVILLE	TN	37215	6159482500
VICTORIA	CUNDIFF	3201 TREVOR ST 300	NASHVILLE	TN	37209	6156476932
CARA	CUNNINGHAM	1646 WESTGATE CIR.	BRENTWOOD	TN	37027	615-9224253
MARTHA	DALE					615-438-1382
ALICIA	DARDEN	1211 MEDICAL CENTER DR.	NASHVILLE	TN	37232	615-209-0291
NIKEYTA	DARDEN					
MELISSA	DAVIS	22 CENTARY BLVD STE 140	NASHVILLE	TN	37214	615 800 4700
JACQUELINE	DAVIS	3102 WEST END AVE. SUITE 500	NASHVILLE	TN	37203	615.750.8178
DANIELLE	DAVIS	2800 MCGAVOCK PIKE	NASHVILLE	TN	37214	615.783.0775
REBECCA	DAVIS	5524 OLD HICKORY BLVD	HERMITAGE	TN	37076	615 889 4202
ROBERT	DAVIS					

CHARITY	DAVIS					
STEVE	DEASY	SAME	NASHVILLE	TN	37221	
TRACY	DEE	441 ALLIED DR	NASHVILLE	TN	37211	6157811164
MARY	DEERING	150 3RD AVE SOUITH	NASHVILLE	TN	37201	615-743-8415
NATHAN	DEMARCO-JACOBSON	441 MURFREESBORO PIKE	NASHVILLE	TN	37210	615 369 7295
ANGELA	DENNIS	7135 CHARLOTTE PK	NASHVILLE	TN	37209	6158500517
SHERRI	DEROOS	1001 GALLATIN AVE	NASHVILLE	TN	37206	6152545461
VERESSA	DERRICK	128 FRANKLIN ROAD	BRENTWOOO	TN	37027	615-744-5102
ALLISON	DICKSON	121 7TH AVE SO	NASHVILLE	TN	37203	6296665060
VERONICA	DISMUKE					
STEVEN	DISSER	4603 GALLATIN PK	NASHVILLE	TN	37216	615-865-1470
SANDY	DITZIG	4461 LEBANON PK	HERMITAGE	TN	37076	615-889-2800
HASAM	DOSKY	2501 POWELL AVE	NASHVILLE	TN	37204	615 269 3703
NANCY	DOSS	523 CLOSE LANE	NASHVILLE	TN	37205	615-476-2502
DEBRA	DOUGLAS	2835 LEBANON RD	NASHVILLE	TN	37214	615-883-3243
CHRISTINA	DOWNEY	3011 ARMORY DR STE 150	NASHVILLE	TN	37204	615983 6102
JESSICA	DRAGAN	225 GENTRY AVE	NASHVILLE	TN	37209	6154792345
LISA	DREHER	565 MARRIOTT DR 810	NASHVILLE	TN	37214	6153695141
ZONDRA	DRYSDALE	719 THOMPSON LN	NASHVILLE	TN	37204	6159362264
CAROLINE	DUCAS	20 BURTON HILLS BLVD STE	NASHVILLE	TN	37215	6156653635
MARGARET	DUFF	2500 CHARLOTTE AVE	NASHVILLE	TN	37209	615 596 5419
TERRI	DUFF-OBEY	6832 SCARLET RIDGE DR	BRENTWOOD	TN	37027	6157752700
MELINDA	DUKE	1229 NORTHGATE BUSINESS PKWY	MADISON	TN	37115	615-868-3911
BENJAMIN	DUKES	718 MELROSE AVE	NASHVILLE	TN	37211	615-343-2632
KIMBERLY	DUNCAN	303 BRICK CHURCH PK	NASHVILLE	TN	37207	615-256-0600
SARWAR	DURANI	3900 NOLENSVILLE RD	Nashville	TN	37211	831 5429
DENISE	DURICA	3310 WEST END AVE STE 460	NASHVILLE	TN	37203	6152446670
GRANVISSE	EARL	P.O.BOX 196383	NASHVILLE	TN	37219	615.862-8397
MARIA	EASTER					
CATHERINE	EATON	4000 HILLBORO PK APT 112	NASHVILLE	TN	37215	6159940123
DEBBIE	EATON	41 RACHEL DR.	NASHVILLE	TN	37214	615-874-6429
KEN	EDMISSON	PO BOX 23798	LEXINGTON	KY	40523	6155046898
ALLIE	EFFERSON	4235 HILLBORO PK STE 300	NASHVILLE	TN	37215	6153340960
JOHN	EIDENIRE	2600 ELM HILL PK	NASHVILLE	TN	37214	
NORA	EL-CHAER	2300 21ST AVE S STE 305	NASHVILLE	TN	37212	6156455665

KAREN	ELDER	2120 WEST END AVE	NASHVILLE	TN	37203	615-341- 1787
MARITHZA	ELLISON	3191 LEBANON PIKE	NASHVILLE	TN	37214	6153655952
DANA	ESKRIDGE	200 ATHENS WAY 200	NASHVILLE	TN	37243	6152896243
KAREN	ESTRADA					
VICKIE	EVANS	323 UNION ST. SUITE 400	NASHVILLE	TN	37201	615-345-7001
WILLIAM	EVANS	652 CORNELIA CT	NASHVILLE	TN	37217	615361 8788
EDWARD	FARIA					
FREDERICK	FARMER					
AUTUMN	FARRELL					
JANITHIA	FERGUSON					
JANICE	FERGUSON	3323 FELICIA ST	NASHVILLE	TN	37209	6154748441
KRISTEN	FERGUSON					
DEBRA	FERRIN	1161 21ST AVE S C-3322 MCN	NASHVILLE	TN	37201	615 322 3234
DEBORAH	FISCHHOFF	1512 BRAODWAY	NASHVILLE	TN	37203	615 329 2929
LORETHA	FISHER					
DOREA	FITZGERALD	605 SAMWISE LN	ANTIOCH	TN	37013	6153547645
JAMAR	FLETCHER	110 PUMPING STATION RD	NASHVILLE	TN	37210	615 2565755
JASON	FLUKE	150 3RD AVE S STE 1900	NASHVILLE	TN	37201	6157436750
JOHN	FORD	P.O. BOX 196383	NASHVILLE	TN	37219	615-862-8226
ERICA	FRANCIS					
DEBBIE	FRANKLIN	408 2ND AVENUE NORTH	NASHVILLE	TN	37201	862 5934
ASHLEY	FREEMAN	5918 ROBERTSON AVE	NASHVILLE	TN	37209	615.352 7773
MARY	FRISKICS-WARREN	100 TAYLOR STREET,A20	NASHVILLE	TN	37208	615385 1006
KRISTINE	GACKE					
JOHN	GALLOWAY	800 6TH AVE. SOUTH, SUITE 100	NASHVILLE	TN	37203	615-259-3185
ASHLEY	GALYSH	2021 RICHARD JONES RD 160	NASHVILLE	TN	37215	6156046263
DULANE	GARNER	901 HARPETH VALLEY PLACE	NASHVILLE	TN	37221	615.727 8961
ELIZABETH	GARRETT	222 2ND AVE N STE 230	NASHVILLE	TN	37201	6154671801
JACOB	GARRISON	1198 BROADWAY	NASHVILLE	TN	37203	615 514 9911
ERIN	GATGENS	320 EAST COLLEG ST	DICKSON	TN	37055	615 740 7645
ELIZABETH	GILES	3825 BEDFORD AVE STE 202	NASHVILLE	TN	37215	615385 0686
ERNIE	GILKES	320 SEVEN SPRINGS WAY 250	BRENTWOOD	TN	37027	6153770709
QUAYLEN	GIPSON					
ASHLEY	GITTENS	4235 HILLSBORO PIKE STE 300	NASHVILLE	TN	37215	615 814 0203
DORCIA	GODBOLT	848 MADISON SQUARE	MADISON	TN	37115	615 593 1485

DENISE	GODWIN	525 ROYAL PKWY	NASHVILLE	TN	37229	
ADRIENNE	GOODIN	414 UNION ST 1850	NASHVILLE	TN	37219	6152552555
ANGELA	GOODMAN					
CHARLIE	GOODWIN					
DAVID	GOUDIE	100 BURTON HILLS BLVD	NASHVILLE	TN	37215	615-829-5995
LESONYA	GOULD	1483 DOUBLETREE LN	NASHVILLE	TN	37217	
JEWELL	GRANBERRY	244 EWING DR	NASHVILLE	TN	37207	615-2274816
CONSTANCE	GRAY					
CYNTHIA	GREENE CAMPBELL	306 GAY ST., SUITE 307	NASHVILLE	TN	37201	596 7440
PATRICIA	GREER	2104 SUNSET PL	NASHVILLE	TN	37212	615-783-0056
ERICA	GRIDER	PO BOX 702	ANTIOCH	TN	37013	6154290149
TANACHA	GRIFFIN					
GREGORY	GRIMSLEY	4580 RACHEL'S LANE	NASHVILLE	TN	37076	615 889 2941
KATHERINE	GROOMS	3990 HILLSBORO PK SUITE 400	NASHVILLE	TN	37215	6157783150
ARMON	GUY	2555 W END AVE	NASHVILLE	TN	37203	6153211300
KAY	HABBE	3003 BRICK CHURCH PK	NASHVILLE	TN	37207	615256 0600
WANDA	HADDOCK	4230 HARDING RD. #400	NASHVILLE	TN	37205	615-297-2700
JOSEPH	HAISLIP	2721 NOLENSVILLE PIKE	NASHVILLE	TN	37211	615.242-1279
LIZABETH	HALE	312 ROLA L PARKS AVE	NASHVILLE	TN	37243	6152515349
CHRISTINA	HALE	5003 GALLATIN PK	NASHVILLE	TN	37216	
ANNETTE	HALLBERG					
SADIQUA	HAMDAN					
MARSE	HANBACK	63 HERMITAGE AVE	NASHVILLE	TN	37210	615-862-5421
MARIAM	HANNA	2501 POWELL AVE	NASHVILLE	TN	37204	
LACRESHA	HANSERD					
BETHANY	HARBIN	631 OLD HICKORY BLVD.	NASHVILLE	TN	37209	615356 6042
JOHN	HARDEMAN	4301 HILLSBORO RD. STE. -300	NASHVILLE	TN	37215	615.269 6626
KASIE	HARDY	P.O. BOX 190461	NASHVILLE	TN	37219	615-742-2550
LEIGHA	HARHAY	6949 CHARLOTTE PIKE #105	NASHVILLE	TN	37209	615-356-2101
CASSEY	HASSELL	630 SOUTHGATE AVE ST E	NASHVILLE	TN	37203	615-292.5700
BRITTANY	HASTON					
KRISTIN	HAWKINS	1001 GALLATIN AVE	NASHVILLE	TN	37206	6152545461
CRYSTAL	HAYES					
EMILY	HEBERT	2200 ABBOTT MARTIN RD STE 201	NASHVILLE	TN	37215	6152697676
SHAYLYN	HECKETHORN	2126 21ST AVE S	NASHVILLE	TN	37212	6152987272

JANEL	HEFLIN	162 WOODMONT BLVD.	NASHVILLE	TN	37205	615-852-5602
BARBARA	HENRY	211 DONELSON PIKE, SUITE 214	NASHVILLE	TN	37214	615-256- 4747
JENNY	HERNANDEZ	2600 ELM HILL PIKE	NASHVILLE	TN	37214	800 342 3086
TERESA	HERRERA	1125 12TH AVE S	NASHVILLE	TN	37203	6152481981
DIANA	HICKERSON	2500 MURFREESBORO PK	NASHVILLE	TN	37217	6153674136
KELLIE	HIGHFILL	104 EAST PARK DR STE 300	BRENTWOOD	TN	37027	615 371 6600
SHIRLEY	HOBSON	1310 24TH AVE S	NASHVILLE	TN	37212	615 873 6953
JOANNE	HOCKETT	2416 MERRY ST	NASHVILLE	TN	37208	6153205775
SAM	HODGES	323 UNION ST SUITE 400	NASHVILLE	TN	37201	6153457002
KATRINA	HOFF	404 BNA DR BLDG 200 STE 310	NASHVILLE	TN	37217	615-360-2703
SHELIA	HOLT	3810 CENTRAL PK STE 303	HERMITAGE	TN	37076	3314620820
KAREN	HOWARD	150 3RD AVE S	NASHVILLE	TN	37201	6152444994
BRYAN	HOWARD	2319 CRESTMOOR RD	NASHVILLE	TN	37215	615.627 4444
GARY	HUDSON	3011 ARMORY DRIVE	NASHVILLE	TN	37204	615476 4643
LATOYA	HUGLEY	P.O. BOX 281154	NASHVILLE	TN	37228	615-600-2467
ASHLEY	HURLEY					
HANNAH	INGRAM					
QUENTIN	ISABELL					
SABRINA	JACAL	387 A HAYWOOD LANE	NASHVILLE	TN	37211	615832 5534
GLORIA	JACKSON	1014 MAXWELL	NASHVILLE	TN	37206	615-533-6791
TRAVESHA	JACKSON					
SHERRI	JACKSON	446 BELLE VALLEY DR	NASHVILLE	TN	37209	855 484 4786
JONATHAN	JACOB	1525 BROADWAY	NASHVILLE	TN	37203	615-251-8400
CARLA	JARMON	2601 BRANDFORD AVE	NASHVILLE	TN	37204	
NAKITA	JENNINGS					
PAULA	JOBE	121 HANGAR CT	NASHVILLE	TN	37217	615 366 7029
IZETTA	JOHNSON	1211 MEDICAL CENTER DR.	NASHVILLE	TN	37232	615 343 0136
JON	JOHNSON					
JASMINE	JOHNSON					
LETIJAH	JOHNSON-BREWTON	1404 17TH AVE S	NASHVILLE	TN	37212	6153979732
RANDALL	JONES					
SARAH	JONES					
DEBI	JONES	2101 OLD HICKORY BLVD	NASHVILLE	TN	37215	6153738074
NORMA	JONES					6152537400
GRETCHELL	JORDAN	5236 HICKORY HOLLOW PKWY.	ANTIOCH	TN	37013	615-736-6166

JUDY	JORDAN	500 DR MARTIN L KING JR BLVD	NASHVILLE	TN	37243	615741 8132
IVANN	JOYCE					
IVANA	JOYCE					
SHARON	JUSTICE-MCCRAY	211 ATHENS WAY SUITE 100	NASHVILLE	TN	37228	615.244 4871 X101
J.	KEENE	210 MCMILLAN ST	NASHVILLE	TN	37203	256-1605
VALERIE	KEENER					
TODD	KEEVER	2322 CLIFTON AVE	NASHVILLE	TN	37209	615 750 2345
TALISHA	KENNEDY					
KIMBERLY	KERMEEN	4721 TROUSDALE DR 209	NASHVILLE	TN	37220	
ALISA	KHAYYAM	200 JAMES ROBERTSON PARKWAY	NASHVILLE	TN	37201	615.862.8269 X 76008
DEEHANA	KING	305 WILLIAMS AVE	MADISON	TN	37115	6158658310
DOROTHY	KING	525 ROYAL PARKWAY	NASHVILLE	TN	37229	6153353772
SHARHONDA	KINNARD	P.O. BOX 24117	NASHVILLE	TN	37202	615687 4801
JAN	KNIGHT	1013 16TH AVE SO	NASHVILLE	TN	37212	6156517285
TODD	KOENIG	1000 ST. LUKE DRIVE	NASHVILLE	TN	37205	615.352.3430 X 108
JOANN	LAMPE	100 MISSION RIDGE	GOODLETTSVILLE	TN	37072	615-855-5152
KIMBERLY	LANDERS					615-500-3284
THOMAS	LARSON			TN		
ANGELA	LASSITER	5170 HICKORY HOLLOW PKWY #240	ANTIOCH	TN	37013	217 722 7365
AGUSTIN	LASSO	1214 MURFREESBORO PIKE	NASHVILLE	TN	37217	615-321-8888
JACKSON	LEBEAU	2002 RICHARD JONES RD -B200	NASHVILLE	TN	37215	615 762 3955
LEANN	LEDBETTER	3628 TROUSDALE DR STE. E	NASHVILLE	TN	37204	615-832-0707
GREG	LEMLEY	2000 WEDGEWOOD AVENUE	NASHVILLE	TN	37212	615-320-4955
DAWN	LENIGER	500 CHARLOTTE AVE	NASHVILLE	TN	37243	6157413510
TIMOTHY	LEONARD	7648 HWY 70 STE 10	NASHVILLE	TN	37221	
JANET	LESTER	1818 ALBION ST	NASHVILLE	TN	37208	6153414491
DENNIS	LEWIS JR					
CLIFFORD	LIPPARD	1427 GREENWOOD AVE	NASHVILLE	TN	37206	615 584 8233
WILLIAM	LIVINGSTON					
RONALD	LOGAN	725 MURFREESBORO RD.	NASHVILLE	TN	37215	615-256-2277
JARED	LONDON	4907 NOLENSVILLE RD.	NASHVILLE	TN	37211	615-277-9090
YESENIA	LOOR	2012 21ST AVE S	NASHVILLE	TN	37212	6153832903
CAMILO	LOPEZ	4117 HILLSBORO PK	NASHVILLE	TN	37215	6152981020
JENNY	LOPEZ	2971 SIDCO DR	NASHVILLE	TN	37204	6153600107
DELLANA	LOWHORN	112 30TH AVE N	NASHVILLE	TN	37203	615-840-7444

PAULA	LUCAS	2930 WEST END AVE	NASHVILLE	TN	37203	615 600 0700
PAULA	LUCAS	2930 WEST END AVE	NASHVILLE	TN	37203	6156000700
NANCY	MALONE	5107 MARYLAND WAY	BRENTWOOD	TN	37027	615-661-7800
LAUREN	MANLEY					
ROLANDA	MANN	2300 PATTERSON ST	NASHVILLE	TN	37203	615 342 1660
JOANNE	MANN	110 9TH AVE	NASHVILLE	TN	37201	6157365601
PATRICIA	MARSHALL	1102 18TH AVENUE SOUTH	NASHVILLE	TN	37212	615 843 2805
MYRNA	MARSHALL	2195 NOLENSVILLE	NASHVILLE	TN	37211	6153205152
TIMOTHY	MARTEL	1412 ANTIOCH PIKE STE 101	ANTIOCH	TN	37013	6157420026
JOHN	MARTIN	3657 TROUSDALE DRIVE	NASHVILLE	TN	37204	615.331.8850
CLARISSA	MARTINEZ					
TERESA	MASON	200 4TH AVE S	NASHVILLE	TN	37210	615 937 1582
ABBIE	MASON	1982 PROVIDENCE PKWY	MOUNT JULIET	TN	37121	6157543960
TAMMY	MATTHEWS	631 HAMILTON AVE	NASHVILLE	TN	37203	6156904261
ARMELLE	MAXEY	1718 BLOOMFIELD WAY	NASHVILLE	TN	37203	6153271085
MARIAH	MCCLERKIN					
VIRGINIA	MCCORMICK	2984 BABY RUTH LANE	ANTIOCH	TN	37013	615 641 6446
CAROLYN	MCDANIEL	3486 DICKERSON PIKE	NASHVILLE	TN	37207	615-8659678
ASHLEY	MCDONALD					
GLENDA	MCDONALD					
KATHERINE	MCFADDEN	SAME				
EDWARD	MCFADDEN	908 HILLSHIRE CT.	ANTIOCH	TN	37013	615-839-9497
SCOTT	MCGILBERRY	414 UNION ST SUITE 1010	NASHVILLE	TN	37219	615743-3127
AMY	MCGINNIS	2322 CLIFTON AVE	NASHVILLE	TN	37209	615 675 8306
MAKAYLA	MCKEE	63 E THOMPSON LN	NASHVILLE	TN	37211	6158344980
DEANGELA	MCKINNIE	230 VENTURE CIRCLE	NASHVILLE	TN	37228	615.460.4570
CHRISTINI	MCMILLAN					
BRUCE	MCMILLAN JR					
WADE	MCMILLIAN					
SIR KOLBE	MCMILLIAN					
JEIZON	MENDEZ	1214 MURFREESBORO PIKE	NASHVILLE	TN	37217	615-321-8888
SARA	MERCIER	2451 ATRIUM WAY	NASHVILLE	TN	37214	6153912708
JESSICA	MILAN	333 COMMERCE ST.	NASHVILLE	TN	37201	615-251-0800
SHELBY	MILLER	567 VERITAAS ST	NASHVILLE	TN	37211	6153315121
JOANNE	MILLER	2926 KRAFT DR	NASHVILLE	TN	37204	800.497.1218

SHANTIES	MILLER					
CRYSTAL	MILLER	1005 DR D B TODD JR BLVD	NASHVILLE	TN	37208	
MAISHA	MILLS	7475 COCKRIL BEND BLVD	NASHVILLE	TN	37243	615.350.3100
ASHLEY	MIMMS					
PHILLIP	MITCHELL	3837 DICKERSON ROAD	NASHVILLE	TN	37207	615 860 4212
RUTH	MITCHELL					615 838 3673
MARY LOU	MOEWE					
MITCHELL	MOON	599 GALLATIN AVE	NASHVILLE	TN	37206	6153655100
JACQUELINE	MOORE	METROPOLITAN COURTHOUSE STE 10	NASHVILLE	TN	37219	615-862-6341
LATOYA	MOREHEAD	1019 BRADLEY DR	SPRINGFIELD	TN	37172	615 3808669
ANNE	MORGAN	2525 WEST END AVE	NASHVILLE	TN	37203	6153417012
SONYA	MORRELL			TN		6152430852
STEVE	MORRIS	204 S 11TH ST	NASHVILLE	TN	37206	6156505100
KIMBERLY	MORRIS	323 UNION ST 400	NASHVILLE	TN	37201	615-345-7008
AMBER	MORRISON	511 UNION STREET	NASHVILLE	TN	37219	615 238 6300
HAJEEN	MSALEH	5543 EDMONSON PK	NASHVILLE	TN	37211	6153313300
CASEY	MULLIGAN	150 3RD AVE S	NASHVILLE	TN	37201	615-963-2304
CAITLIN	MULLOY	2909 ELIZABETH STREET	NASHVILLE	TN	37211	615.833.3800
VICTORIA	MURPHY					
MAJ-LIS	NASH	1556 CRESTVIEW DR.	MADISON	TN	37115	615-360-8554
AYESHA	NASMYTH	1949 OLD HICKORY BLVD	BRENTWOOD	TN	37027	615-690-4663
MICHELLE	NEISLER	310 GREAT CIRCLE ROAD	NASHVILLE	TN	37228	615-741-1688
MARY	NELSON					
LEISA	NELSON	530 B STREET 8TH FL	SAN DIEGO	CA	92101	
CAROLYN	NEWSON	44 VANTAGE DR	NASHVILLE	TN	37219	6152445600
WANDA	NOKES			TN	37027	
ROBERT	NOTESTINE III	109 KENNER AVENUE SUITE 201	NASHVILLE	TN	37205	615-297 1568
WILLIAM	NUTTER	20 BURTON HILLS BLVD STE 430	NASHVILLE	TN	37215	6156653636
NICOLE	OLIFF	4117 HILLSBORO PK 103 134	NASHVILLE	TN	37215	6156046263
JAMIE	OSBORN	204 S 11TH ST	NASHVILLE	TN	37206	6156505100
TERESA	OTT	3011 ARMORY DR, STE 190	NASHVILLE	TN	37204	6157601563
JOSEPH	OUSLEY	1901 CHARLOTTE AVE	NASHVILLE	TN	37203	8003426086
SANDRA	OVERTON	907 RIVERGATE PAKY STE D2	GOODLETTSVILLE	TN	37072	615 528 5444
DONNA	OWEN	1818 ALBION ST	NASHVILLE	TN	37208	6153414461
DREW	OWENS	112 30TH AVE N	NASHVILLE	TN	37203	6158407444

JACQUELINE	OWUSU					
ELIZABETH	OZMENT	1214 MURFREESBORO PK.	NASHVILLE	TN	37217	615-321-8888
SOPHIA	PADGETT	1105 BELLSHIRE DR	NASHVILLE	TN	37207	6152998852
JONATHAN	PAM	565 MARRIOTT DR 200	NASHVILLE	TN	37214	6155826623
CHERYLL	PARKER					
EBONY	PARKER	5625 CHARLOTTE PK	NASHVILLE	TN	37209	6152097711
VICTORIA	PARKER	648 GRASSMERE PARK	NASHVILLE	TN	37211	615 445 2598
KRISTI	PARKER	112 LONG HOLLOW PK	GOODLETTSVILLE	TN	37072	6157566810
ALVIN	PARKER JR	4979 A LEBANON PIKE	OLD HICKORY	TN	37138	615 391 4628
DEBORAH	PARMAN	497 CAVE RD	NASHVILLE	TN	37210	615-256-6070
SHEILA	PATTERSON					
LINDA	PAYNE	615 3RD AVE S	NASHVILLE	TN	37210	6159882851
PAIGE	PEACOCK					
CHANDLER	PECK	2969 ARMORY DR	NASHVILLE	TN	37204	
WILLIE	PEDEN			TN		615-313-0578
WORTH	PEPPERS	3011 WEST END AVE	NASHVILLE	TN	37203	6153272621
A.	PERDUE	SAME				
NICHOLAS	PERENICH	237 OLD HICKORY BLVD 102	NASHVILLE	TN	37221	615662-2889
CLAIRE	PETTY	4525 HARDING RD STE 300	NASHVILLE	TN	37205	6152500785
SHERRYE	PHELPS	2601 BRANSFORD AVE	NASHVILLE	TN	37204	6152594636
JENNIFER	PICKETT	630 SOUTHGATE AVE. SUITE E	NASHVILLE	TN	37203	615-292-5700
BRENDA	POTTS	40 BURTON HILLS BLVD STE 170	NASHVILLE	TN	37215	6152960500
LORETTA	POWELL					
DENISE	PRATHER					
ANDREA	PRINCE	6101 CENTENNIAL BLVD	NASHVILLE	TN	37209	6152973955
ELIZABETH	PRYCE	214 2ND AVE N	NASHVILLE	TN	372001	6152562602
GISELLE	PUENTES					
JO	PULCINI	120 DONELSON PIKE 230	NASHVILLE	TN	37214	18003082814
PHILLIP	PURCELL	3038 SIDCO DR	NASHVILLE	TN	37214	615 744 3611
LINDSAY	QUALLS	12 CADILLAC DR STE 440	BRENTWOOD	TN	37072	6153096380
MOJTABA	RABIEI	604 N GALLATIN PIKE	MADISON 37115	TN	37115 MA	615 868 5655
NAMRA	RAJPUT					
SHALAN	RANSOM					
TIANA	RAYFORD	3660 CHESAPEAKE DR	NASHVILLE	TN	37207	615 480 7524
KYLE	REID	2600 ELM HILL PK	NASHVILLE	TN	37214	8003426086

JASON	RHODES					
KARI	RHOTEN	2001 ANTIOCH PK	NASHVILLE	TN	37013	6158844066
KELLEY	RICE	6746 CHARLOTTE PK.	NASHVILLE	TN	37209	629-203-7858
DANIELLE	RICE	202 S 10TH ST	NASHVILLE	TN	37206	615799680
MARKEISHA	RICHARDSON					
KARI	RIEGER	718 THOMPSON LN	NASHVILLE	TN	37204	6153830048
LOUIS	RIEKE	200 LONGWOOD CT.	NASHVILLE	TN	37215	615-838-1328
SARA	RIGALI	475 METROPLES DR 214	NASHVILLE	TN	37211	6153158911
SHEMAIN	RILEY					
CAROL	RILEY					
LAKESHA	ROBINSON	7475 COCKRILL BEND BLVD.	NASHVILLE	TN	37243	615-350-3100
RUTH	ROBINSON	150 THIRD AVE. S. STE. 2800	NASHVILLE	TN	37201	615-259-6593
PATTI	ROCHA	3823 CLEGHORN AVE	NASHVILLE	TN	37215	615.416.5980
ELIZABETH	RODGERS	4517 CHARLOTTE AVE	NASHVILLE	TN	37209	615-946-9441
TANYA	RODRIGUEZ	2500 21ST AVE S STE 102	NASHVILLE	TN	37212	874-2344
JAZMIN	RODRIGUEZ- RAMIREZ	1994 GALLATIN PK N STE100	MADISON	TN	37115	6158650954
KAREN	ROSE	155 FRANKLIN RD 255	BRENTWOOD	TN	37027	6153095856
BRIDGET	ROSS	1740 ED TEMPLE BLVD.	NASHVILLE	TN	37208	615.313 3610
LEMICAH	ROSS					
MATTHEW	ROUBLICK	1013 16 AVE S	NASHVILLE	TN	37212	6159426154
ABBY	RUBENFELD	202 S 11TH ST	NASHVILLE	TN	37206	615386 9077
ALEXIS	RUCKER	1201 DR DB TODD JR BLVD	NASHVILLE	TN	37208	615 986 2957
HILLARY	RUNKLES	775 RIVERGATE PKWY	GOODLETTSVILLE	TN	37072	6158599400
JOYCE	RUSHING	3310 WEST END AVENUE, SUITE 61	NASHVILLE	TN	37203	615-255-6161
KENNETH	SAEFKOW	711 S 7TH STREET	NASHVILLE	TN	37206	615-254-1971
MARIA	SALAS	1 PUBLIS SQUARE,STE.308	NASHVILLE	TN	37201	615-862-5715
ASHLEY	SALISBURY	220 S 11TH STREET	NASHVILLE	TN	37206	6152271514
DENISE	SANDERS	3514 GENEVA CIRCLE	NASHVILLE	TN	37209	6155007749
LOUISE	SANGSTER					
PHYLLIS	SAWYER	901 R.S. GASS BLVD.	NASHVILLE	TN	37216	615-744-4145
MARTHA	SCHAEFER	340 SEVEN SPRINGS WAY SUITE 70	BRENTWOOD	TN	37207	615 724 6419
VICKI	SCHMIDT	330 COMMERCE ST STE 110	NASHVILLE	TN	37201	6157807529
MICHELE	SCHULMAN					
MARIE	SCOTT					
MICHELE	SCOTT	401 COMMERCE ST STE 1200, STE.	NASHVILLE	TN	37219	615.254 1900

ANDREW	SELF	4270 KENILWOOD DR.	NASHVILLE	TN	37204	615-457-8166
SHANTE	SEXTON					
TIFFANEY	SHARMAN	1222 16TH AVE S 302	NASHVILLE	TN	37212	6156206262
DONNA	SHAW	665 MAINSTREAM DR.	NASHVILLE	TN	37243	615-253-5620
JEAN	SHEARER	150 4TH AVE NO STE 1600	NASHVILLE	TN	37201	615 651-6651
JAMES	SHELPMAN	1801 LINDER INDSUTRIAL DR	NASHVILLE	TN	37209	615-327-9674
MATTIE	SHELTON			TN		615.868.9577
MARK	SHEPARD	595 HARDING PK	NASHVILLE	TN	37205	6153527620
LINDA	SHERWOOD	5120 VIRGINIA WAY , SUITE C23	BRENTWOOD	TN	37027	615-376-6307 ext111
MARGARETTE	SHIELDS	3920 CLARKSVILLE HWY.	NASHVILLE	TN	37218	876 7200
PAMELA	SHUMATE	117 TWO MILE PK	GOODLETTSVILLE	TN	37072	615-855-0930
AMY	SIMMONS					
CHRIS	SIMMONS					
SHARON	SIMMONS	1818 ALBION ST	NASHVILLE	TN	37208	6153414438
DARREN	SIMON	775 RIVERGATE PKWY	GOODLETTSVILLE	TN	37072	615-859-9400
NATHAN	SINGER					
DOUGLAS	SIPES	718 THOMPSON LANE STE 108	NASHVILLE	TN	37204	6153015006
DUANE	SMITH	35000 JOHN A MERRITT AVE	NASHVILLE	TN	37208	6159635000
CYNTHIA	SMITH	3896 STEWARTS LANE	NASHVILLE	TN	37115	615742 0006
THERESA	SMITH	4806 TROUSDALE DR	NASHVILLE	TN	37211	615.832.9658
SHIRLEY	SMITH	3048 OWEN DR	ANTIOCH	TN	37013	6153710992
JOANNA	SMITH	PO BOX 110199	NASHVILLE	TN	37222	6153109035
LORA	SMITH					
DAVID	SMYTHE	1222 16TH AVE S 301	NASHVILLE	TN	37212	615-255-4849
THOMAS	SPANN					843-693-8263
CHRISTOPHER	SPENCER	2614 MUSIC VALLEY DR	NASHVILLE	TN	37214	6158891600
MELISSA	SPENCER	3003 BRICK CHURCH PK	NASHVILLE	TN	37207	6152560600
DEBRA	STABLER	201 4TH AVE N STE 1850	NASHVILLE	TN	37219	6154578231
RUSSELL	STAPLES	3745 DICKERSON PIKE	NASHVILLE	TN	37207	615-860-8000
JACK	STARK	40 BURTON HILLS BLVD	NASHVILLE	TN	37215	6157831836
JEAN	STARKEY	6535 ROBERTSON AVE	NASHVILLE	TN	37209	615-356-0600
MARY	STEINKAMP	718 THOMPSON LANE	NASHVILLE	TN	37204	6153015006
JILLIAN	STEPHEN	1507 16TH AVE S	NASHVILLE	TN	37212	6152989301
SANDRA	STEPHENS	7260 CENTENNIAL BLVD	NASHVILLE	TN	37209	615.350.7333
DELANA	STEVENS	404 BNA DR SUITE 310	NASHVILLE	TN	37217	

LASHAWN	STEWART					
BRIAN	STINNETT	10 DELL PKWY.	NASHVILLE	TN	37217	
CHRISTOPHER	STOKES	3021 WEST END AVE	NASHVILLE	TN	37203	6153655333
RICHARD	STORY	901 HARPETH VALLEY PL	NASHVILLE	TN	37221	615.727 8961
TOMMY	STRICKLAND	1288 4TH AVE. SOUTH	NASHVILLE	TN	37210	615.254. 8941
CHRISTABEL	STUART	1305 DICKERSON PK	NASHVILLE	TN	37207	6152576300
BRITTANY	SULLIVAN	2000 CHURCH STREET	NASHVILLE 37201	TN	37236 NAS	6153740829
STEPHANY	SUTTON	3443 DICKERSON RD	NASHVILLE	TN	37207	615 865 3322
LAUREN	SWEDENBORG	1025 TRINITY LN	NASHVILLE	TN	37216	6152350208
CHERYL	SWETT					
TENISHA	SWIFT					
JASON	TALLEY	43 MUSIC SQ	NASHVILLE	TN	37203	6157900982
CAROL	TAYLOR	193 POLK AVENUE, ROOM 2D	NASHVILLE	TN	37210	615-253-5600
GARY	TEMPLE	4211 GALLATIN PIKE	NASHVILLE 37201	TN	37216 NAS	615.226.2263
BENJAMIN	TEODOSIU					
TAYLER	TERRY	4455 TROUSDALE DR	NASHVILLE	TN	37204	6157813000
KRISTINA	THOMAS					
CODEY	THOMAS	5222 HEATHROW HILL DR	BRENTWOOD	TN	37027	615 315 1218
GWENDOLYN	THOMAS-BEASLEY	2701 JEFFERSON ST., STE. 100	NASHVILLE	TN	37208	615.321 0123
KEITHA	THOMPSON	404 JAMES ROBERTSON PKWY. STE	Nashville	TN	37219	615-862-5153
YOUTH	THOMPSON					
MEGAN	THORNTON	4328 HARDING PK	NASHVILLE	TN	37215	61569021460
MYESHA	TIDWELL					615-2000436
ANSLEY	TILLETT	205 23RD AVE. NORTH	NASHVILLE	TN	37201	615.341.0070
BETH	TIPPENS	1201 DEMONBREUN STREET, STE. 1	NASHVILLE	TN	37203	615-425-5930
DANIEL	TRICE	2400 ALAMEDA ST	NASHVILLE	TN	37208	6157617355
STEPHANIE	TRUESDALE					
HALEY	TUCKER	40 BURTON HILLS	NASHVILLE	TN	37215	6157831451
AMY	TURPIN	2000 HEALTH PARK DR	BRENTWOOD	TN	37072	6155658416
BRIAN	UPDEGRAFF					6157059269
JOSELYN	VALENCIA VALENCIA	4856 NOLENSVILE PK	NASHVILLE	TN	37211	6157756041
ANDREA	VAN VEGGEL	2969 ARMORY DRIVE, SUITE300	NASHVILLE	TN	37204	615 242 0333
KATHERINE	VINCENT	2012 21ST AVE S	NASHVILLE	TN	37212	615-383-2903
TIFFANY	VINSON	4117 HILLSBORO PIKE	NASHVILLE	TN	37215	6152981020
CHARLES	WALKER	69 THOMPSON LANE	NASHVILLE	TN	37211	615-367-5111

JESSE	WALKER					
SHANNON	WALKER	102 WOODMONT BLVD STE 200	NASHVILLE	TN	37205	615-345-0227
CODY	WALKER	1013 16TH AVE S	NASHVILLE	TN	37212	615-9426154
DONNA	WALKER	1801 WEST END AVE	NASHVILLE	TN	37203	615-259-8818
CLIFFORD	WALKER					
GAVIN	WALLACE	12 CADILLAC DR	BRENTWOOD	TN	37021	6153096300
TRACY	WALLER	209 10TH AVE SOUTH # 512	NASHVILLE	TN	37203	615 601 4421
TRACEY	WASHINGTON			TN	37243	
CANDICE	WEESE	2607 CLARKSVILLE PK	NASHVILLE	TN	37208	6152206906
ROBERT	WELLS	109 WESTPARK DRIVE	BRENTWOOD	TN	37027	615-373-3771
CHADDRICK	WHITE					
MEMORIE	WHITE	25 CENTURY BLVD. #212	NASHVILLE	TN	37214	615 889 8306
MELANIE	WHITE	40 BURTON HILLS BLVD.STE.420	NASHVILLE	TN	37215	615-256-0231
D'ASIA	WHITE					
DAMARIUS	WIGGINS					
OLIVIA	WILCHER	209 10TH AVE S SUTIE 512	NASHVILLE	TN	37203	6159285450
JILL	WILDER	500 JAMES ROBERTSON PKWY	NASHVILLE	TN	37243	6153645877
ERICA	WILKES					
JULIE	WILLETT	139 THOMPSON LANE	NASHVILLE	TN	37211	6153332644
TINA	WILLIAMS	5233 MT VIEW RD	ANTIOCH	TN	37013	6157310049
LUEMETTREA	WILLIAMS					
KELLY	WILLIAMS	2601 BRANSFORD AVE	NASHVILLE	TN	37204	
TEASHIA	WILLIAMS					
WHIT	WILSON	104 WOODMONT BLVD 310	NASHVILLE	TN	37205	6153274748
BARBARA	WILSON	4461 LEBANON PK	HERMITAGE	TN	37076	615-889-2800
RENA	WINDOM	391 WALLACE RD	NASHVILLE	TN	37211	6153326253
DAVID	WINGFIELD	1801 LINDER INDUSTRIAL DR	NASHVILLE	TN	37209	615-327-9674
KAREN	WOODSON					400 4915
GENA	WRAY	209 10TH AVE S STE 413	NASHVILLE	TN	37203	6153264390
YVETTE	WREN					
MARK	WRIGHT	2105 ELM HILL PK 200	NASHVILLE	TN	37210	6152596236
SORREN	YOUNG					
ZACH	YOUNG	211 DEPOT ST	GOODLETTSVILLE	TN	37072	615-227-7800
LYDIA	ZACH					
ALISON	ZOCCOLA	610 MURFREESBORO RD	NASHVILLE	TN	37210	615-862-1100

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-789, **Version:** 1

A resolution approving an application for a grant from the Tennessee Historical Commission to the Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, to provide for a comprehensive, countywide cemetery preservation plan.

WHEREAS, the Tennessee Historical Commission is accepting applications for a grant, with an award of $24,600.00 and a required cash match of $16,400.00 to provide for a comprehensive, countywide cemetery preservation plan; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the application for a grant by and between the Tennessee Historical Commission and The Metropolitan Government, acting by and through the Metropolitan Nashville Historical Commission, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Historical Commission is authorized to submit said application to the Tennessee Historical Commission.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an application for a grant in the amount of $24,600 from the Tennessee Historical Commission to the Metro Historical Commission to fund a rural cemetery preservation plan. There are approximately 500 rural cemeteries in Davidson County, with over 12,000 tombstones. The preservation plan to be funded with this grant would update the survey information for each site and ascertain the maintenance needs. The study is to be completed by September 30, 2022. If awarded, there will be a required local match of $16,400.

DocuSign Envelope ID: ADD33142-98B9-4D5E-A0FD-41BA501D7F62

GRANT APPLICATION

Grant	Davidson County Cemetery Preservation Plan 21-22
Department:	HISTORIAL COMMISSION
Grantor:	U.S. DEPARTMENT OF INTERIOR
Pass-Through	
Grantor	TN HISTORICAL COMMISSION
Total	$24,600.00
Metro Cash	$16,400.00
Department	Tim Walker, Executive Director
	862-7970
Status	NEW

Program Description:
The Metro Historical Commission proposes completion of a comprehensive, countywide cemetery preservation plan for Davidson County, Tennessee. This project will be completed using federal historic preservation grants and thus the consultant and all resulting recommendations must follow the Secretary of Interior's (SOI) Professional Qualifications Standards and SOI Standards for the Treatment of Historic Properties. The project must be completed by September 30, 2022. As Davidson County is home to 500+ rural cemeteries, creation of this plan will be a multi-phase project. The resulting plan will build upon existing documentation and survey records, including the Davidson County Cemetery Survey. The intent is to update survey information for each site, ascertain maintenance needs, and create documentation that can be updated on an ongoing

Plan for continuation of services upon
N/A

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by: Kevin Crumbo/tlo 1/29/2021
Director of Finance **Date**

DS TE

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by: Macy Amos 1/29/2021
Metropolitan Attorney **Date**

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by: Balogun Cobb 1/29/2021
Director of Risk Management Systems **Date**

DocuSigned by: John Cooper 2/1/2021
Metropolitan Mayor **Date**

DS KW

(This application is contingent upon approval of the application by the Metropolitan Council.)

5174

DS SH

DocuSign Envelope ID: ADD33142-98B9-4D5E-A0FD-41BA501D7F62

Grants Tracking Form

Part One

Pre-Application ○ **Application** ◉ **Award Acceptance** ○ **Contract Amendment** ○

Department	Dept. No.	Contact	Phone	Fax
HISTORIAL COMMISSION	011	Tim Walker, Executive Director	862-7970	

Grant Name:	Davidson County Cemetery Preservation Plan (Phase I) 21-22		
Grantor:	U.S. DEPARTMENT OF INTERIOR	**Other:**	
Grant Period From:	10/01/21	(applications only) **Anticipated Application Date:**	
Grant Period To:	09/30/22	(applications only) **Application Deadline:**	02/01/21
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:	TN HISTORICAL COMMISSION	**Outside Consultant Project:** ☑	
Award Type:	COMPETITIVE	**Total Award:**	$24,600.00
Status:	NEW	**Metro Cash Match:**	$16,400.00
Metro Category:	New Initiative	**Metro In-Kind Match:**	
CFDA #	N/A	**Is Council approval required?** ☑	
Project Description:		**Applic. Submitted Electronically?** ☑	

The Metro Historical Commission proposes completion of a comprehensive, countywide cemetery preservation plan for Davidson County, Tennessee. This project will be completed using federal historic preservation grants and thus the consultant and all resulting recommendations must follow the Secretary of Interior's (SOI) Professional Qualifications Standards and SOI Standards for the Treatment of Historic Properties. The project must be completed by September 30, 2022. As Davidson County is home to 500+ rural cemeteries, creation of this plan will be a multi-phase project. The resulting plan will build upon existing documentation and survey records, including the Davidson County Cemetery Survey. The intent is to update survey information for each site, ascertain maintenance needs, and create documentation that can be updated on an ongoing basis (i.e. database, map layer). Survey will be completed using Tennessee Historical Commission survey standards for historic cemeteries. Matching funds will be provided by staff time.

Plan for continuation of service after expiration of grant/Budgetary Impact:

N/A

How is Match Determined?

Fixed Amount of $		**or**	40.0%	**% of Grant**		**Other:** ☐	

Explanation for "Other" means of determining match:

N/A

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	$16,400.00	**Fund**	10101	**Business Unit**	11105000
Is not budgeted?		**Proposed Source of Match:**			staff time
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					

Other:

Number of FTEs the grant will fund:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	20.94%	**Indirect Cost of Grant to Metro:**	$8,585.40	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.00%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

Draw down allowable? ☑

Metro or Community-based Partners:

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	$24,600.00	$0.00	$0.00	$16,400.00	10101, 11105000	$0.00	$41,000.00	$8,585.40	$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		$24,600.00	$0.00	$0.00	$16,400.00		$0.00	$41,000.00	$ 8,585.40	$0.00

Date Awarded:		**Tot. Awarded:**		**Contract#:**	
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

trinity.weathersby@nashville.gov
Contact: vaughn.wilson@nashville.gov

Rev. 5/13/13
5174

GCP Rec'd
01/28/21

GCP Approved
01/28/21

VW

DocuSign Envelope ID: ADD33142-98B9-4D5E-A0FD-41BA501D7F62

METRO HISTORICAL COMMISSION
2021 APPLICATION

FOR A
COUNTYWIDE CEMETERY PRESERVATION PLAN

funded by

FEDERAL PRESERVATION GRANTS ADMINISTERED BY THE
TENNESSEE HISTORICAL COMMISSION

Application Deadline: 2/1/21
Grant Period: 10/1/2021-9/30/2022
Federal Funding Request: $24,600
Matching Share (In-Kind): $16,400
Total Project Cost: $41,000

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SCOPE for DAVIDSON COUNTY CEMETERY PRESERVATION PLAN

Summary

The Metro Historical Commission proposes completion of a comprehensive, countywide cemetery preservation plan for Davidson County, Tennessee. This project will be completed using federal historic preservation grants and thus the consultant and all resulting recommendations must follow the Secretary of Interior's (SOI) Professional Qualifications Standards and SOI Standards for the Treatment of Historic Properties. The project must be completed by September 30, 2022.

As Davidson County is home to 500+ rural cemeteries, creation of this plan will be a multi-phase project. The resulting plan will build upon existing documentation and survey records, including the Davidson County Cemetery Survey. The intent is to update survey information for each site, ascertain maintenance needs, and create documentation that can be updated on an ongoing basis (i.e. database, map layer). Survey will be completed using Tennessee Historical Commission survey standards for historic cemeteries.

SCOPE

Geographic scope

The Metro Nashville area is divided into 14 subareas as determined by the Metro Planning Department. The project will likely be completed over four phases. Each phase aims to cover a roughly equivalent number of sites across geographically-proximate subareas. Cemetery and tombstone counts for each subarea are provided below, with proposed phases below the chart.

SUBAREA	# CEMETERIES	# TOMBSTONES
Subarea 1	19	680
Subarea 2	52	1001
Subarea 3	34	1348
Subarea 4	21	1037
Subarea 5	4	45
Subarea 6	69	714
Subarea 7	5	11
Subarea 8	7	2051
Subarea 9	1	1
Subarea 10	25	73
Subarea 11	11	652
Subarea 12	86	527
Subarea 13	66	582
Subarea 14	65	486
TOTAL	*465*	*12,237*

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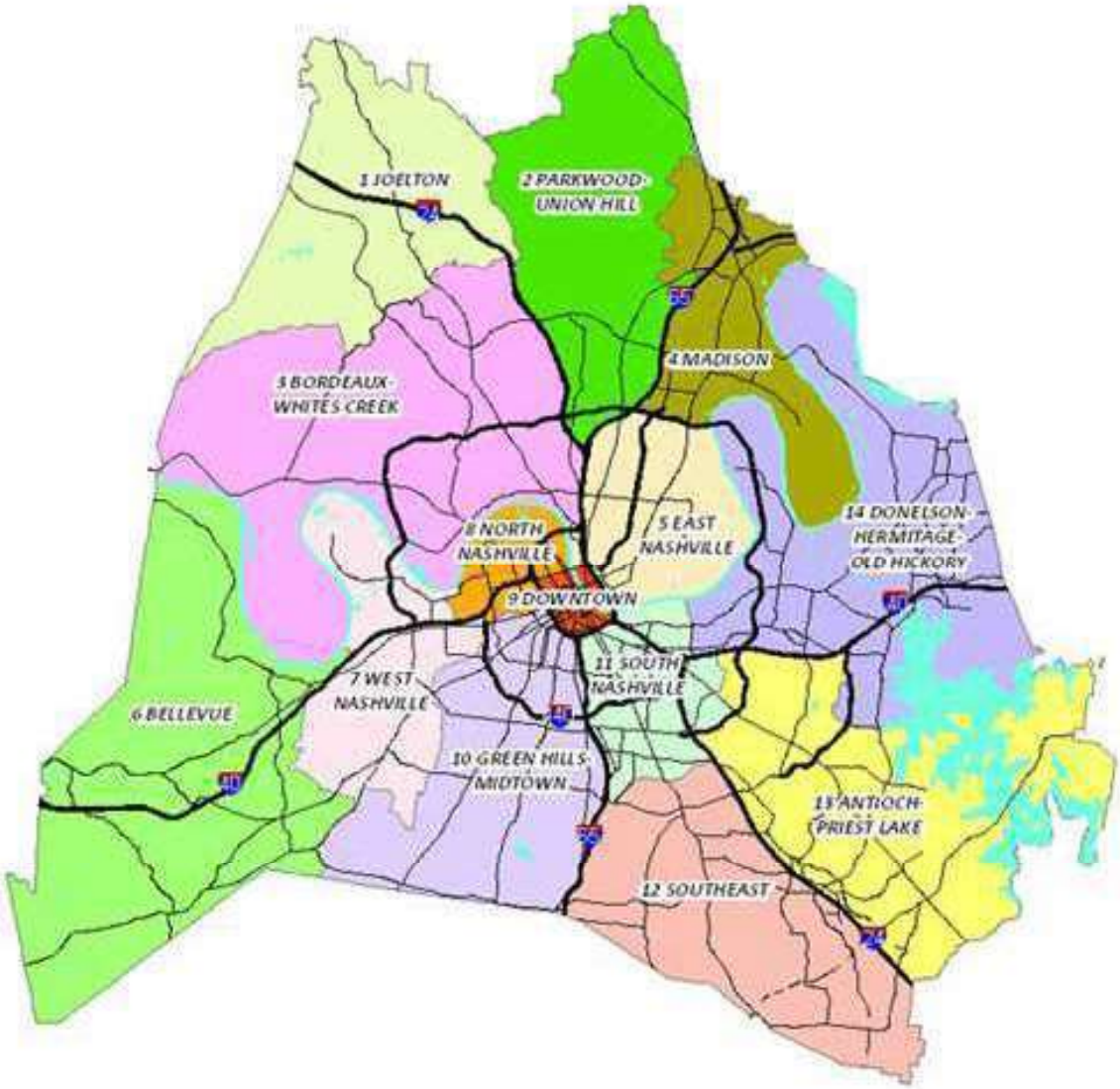
(4 phases averages about 116 cemeteries per phase)

Phase I: Subareas 1-4 = 126 cemeteries; 4066 tombstones
Phase II: Subareas 5, 13 and 14 = 135 cemeteries; 1113 tombstones
Phase III: Subareas 6, 7 and 10 = 99 cemeteries; 798 tombstones
Phase IV: Subareas 8, 9, 11 and 12 = 105 cemeteries; 3231 tombstones

MHC anticipates that initial phases will focus primarily on the survey, documentation and database development/updates. Later phases have reduced site counts to allow for creation of the final plan document. Based on the estimates received, the exact number of sites per phase, or number of phases, may change.

<u>Metro Nashville Subarea Map:</u>



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Site Recordation:

Many of Davidson County's rural cemeteries were recorded during the Davidson County Cemetery Survey (launched in 1999)*. Where possible, these records should be built upon and referenced in the final report and individual site analyses. While new survey forms should be completed for each site, it is expected that the original forms will be referenced during onsite assessments for efficiency. MHC will provide copies of the original survey forms for this purpose. Survey will be completed using Tennessee Historical Commission survey standards for historic cemeteries.

MHC must approve survey forms utilized for the duration of this project. Using these survey forms, the consultant shall document each cemetery's built and landscape features, including grave markers, monuments, plot enclosures, fencing, site furniture and amenities, retaining walls, roadways, pedestrian paths, buildings, etc. Each survey form should address:

- Information that should be recorded on inventory information forms includes, as applicable, type of marker, inscription, symbols, type of stone, and other distinguishing information, such as stone carver or manufacturer's identity. Recordation of gravesites should also include photos of the plot, including markers, enclosure materials, objects, plantings, and other features.
- Identification/categorization of type of features
- Quantification of different types of features
- Documentation/summary of drainage and erosion issues
- Documentation/summary of vegetation, trees, and plantings, including descriptions of types and quantities, analysis of their health, and growth control issues
- Location and boundary information, including location of the cemetery on a local/county map and a site plan showing the cemetery's boundaries, orientation to streets/roads, entrances, roadways and pathways, and major geographical features. Global Positioning System (GPS) technology should be used where available. If unavailable, approximate site boundaries should be delineated and latitude/longitude coordinates provided for the major vertices, the record of which should be attached to or included on the corresponding survey form.
- Note how the cemetery is accessed, as some do not lie adjacent to public streets.
- Note if the cemetery is on property owned by a private individual and if so, provide their contact info; same if access requires you traveling through private property.
- Name any known community groups or individuals who sponsor each site or carry out maintenance.

*Link to Davidson County Cemetery Survey Dataset

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Findings/Reports:

All Phases

- brief summary report (~5 pages or less) detailing major findings of associated phase and providing updates on the progress of the overall project
- site recordation documentation noted above (survey forms, plot surveys, photos) for all sites surveyed during associated phase
- GPS information for all sites surveyed during associated phase
- database/spreadsheet updates for all sites surveyed during associated phase

Final Plan

The final comprehensive countywide cemetery preservation plan report must include the following:

- Introductory information, including a table of contents, property identification information, including: address, ownership, listing on historic registries, type (city, family, church), etc, and an executive summary, including acknowledgements, why the plan is being done, its current use (active, full, abandoned, etc.), restrictions on use (if applicable), requirements for management or use, etc.

- Terminology, including definitions of features, objects, and vegetation typically found in cemeteries and cited in the descriptive sections of the plan document, including types of grave markers, monuments, plot enclosures, grave offerings, ornamentation, landscape features, etc. To the extent possible, definitions should also include photo or illustration examples of the terminology. This may be achieved via an Appendix.

- References and bibliography of cemetery publications cited in the planning document and/or containing information that more thoroughly addresses cemetery care and treatment issues, cemetery and burial related laws, and information about cemetery symbolism, objects, and burial traditions.

In addition to the site recordation activities noted above, for each cemetery the following will be provided in the respective site's summary/assessment in the final comprehensive report:

- Routine maintenance plan, including recommendations and guidelines for lawn care, plant care, tree pruning, invasive vegetation control, seasonal work projects, such as weeding and special planting, replacement of trees and plants, procedures for minor repairs to landscape features and markers, such as masonry retaining wall repairs, resetting fallen markers, spot roadway maintenance, and trash removal, etc.

- Recommendations for stabilization, repair, conservation, cleaning or restoration treatments, as applicable, for each cemetery's built, landscape,

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and other features. Photos of relevant examples should be incorporated. This should also include a list of projects prioritized according to their urgency, projects requiring professional services, and projects that can be accomplished with trained volunteer labor. Recommendations must be consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*, *Secretary of the Interior's Guidelines for the Treatment of Cultural Landscapes*, *Secretary of the Interior's Standards and Guidelines for Archaeological Documentation*, and other applicable guidance.

- Brief analysis of mapping needs for the cemetery and associated recommendations. Analysis should include adequacy of existing maps, if any, and address accuracy of boundaries, marked and unmarked grave locations and their orientation, locations of landscape and built features, roadways, fencing and gates, etc. Recommendations should also include providing location information of cemetery on local, county, state, and USGS topological maps using Global Positioning System (GPS) coordinates.

- Supplemental information, including additional maps and site plans, photos, aerial photos, and technical reports where available, such as from arborists regarding treatment and health of trees and horticulturalists, botanists, or plant historians regarding plantings.

- Categorize each cemetery, noting those under immediate threat and which require some type of immediate action.

DELVERABLES

- Brief summary report for each phase as described above
- Final Plan (delivered at last phase of project): five (5) bound printed color copies and one (1) digital copy
- Updated DCCS dataset/spreadsheet (Excel format, must be editable) including GPS coordinates
- Geo-referenced data layer showing cemetery locations with boundaries* (file type TBD by Metro Planning Dept.)
- Site recordation documentation, including photos, plot surveys, field survey forms for all cemeteries addressed in project (hard copy and scans/digital files, all must be labeled with site name)
- One public presentation to Metro Historical Commission about final plan

*"Boundaries" refers to boundaries of the cemetery site itself, not the parcel where it is located.

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PROJECT TIMELINE (Phase I)

May 2021- MHC notified of award
September 2021- MHC/THC grant contract fully executed
October 2021-January 2022- Metro Procurement process, RFQ advertised and proposals accepted/scored
February 2022- contract awarded to consultant
February 2022- initial meetings/work begins
September 30, 2022- all work must be complete

MHC anticipates a similar timeline for subsequent consecutive years for the remaining phases of this project.

EXISTING DOCUMENTATION

Davidson County Cemetery Survey: including master spreadsheet, survey forms and photos

Caring for Davidson County's Cemeteries

Additional local and state cemetery preservation resources

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Tennessee Historical Commission Grant 2021
Davidson County Cemetery Preservation Plan

ITEM	COST	Federal Share (60%)	Matching Funds (MHC)*
Create comprehensive countywide cemetery preservation plan (Phase I)	41,000.00	24,600.00	16,400.00
			***the required 40% match will be provided through staff time**
Federal Funding Requested:		*24,600.00*	

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

OFFICE OF THE MAYOR
METROPOLITAN COURTHOUSE
NASHVILLE, TENNESSEE 37201
PHONE: (615) 862-6000
EMAIL: mayor@nashville.gov

December 15, 2020

Mr. E. Patrick McIntyre, Jr.
Tennessee Historical Commission
2941 Lebanon Pike
Nashville, TN 37214

Dear Mr. McIntyre,

As the Mayor of Nashville and Davidson County, Tennessee, I am writing to voice my strong support of a Survey and Planning (S&P) grant application made by the Metro Historical Commission (MHC) for a comprehensive countywide cemetery preservation plan for Davidson County. Our county is home to over 500 rural cemeteries, the majority of which were last documented by the Davidson County Cemetery Survey (launched in 1999), meaning many records are outdated and some are incomplete.

Creation of this comprehensive cemetery preservation plan will be a multi-phase project. The resulting plan will build upon existing documentation and survey records, including the Davidson County Cemetery Survey. The Metro Historical Commission intends to update survey information for each site, ascertain maintenance needs, and create documentation that can be updated on an ongoing basis through an internal database and GIS map layer. Davidson County's cemeteries are fragile, oft-neglected sites and yet are an extremely important subset of our county's historic resources. This project will provide updated documentation, inform future planning efforts and aid in multiple programs and project reviews under the MHC's jurisdiction. Furthermore, this information will allow the MHC, in partnership with the Metro Historical Commission Foundation, to advocate for protective measures, create maintenance strategies and make informed funding requests for these significant sites. MHC recognizes that this project will reinforce current statewide efforts to document and protect Tennessee's historic cemeteries and I fully support this opportunity to work in tandem with the Tennessee Historical Commission to plan for these historic resources.

Metro Nashville pledges to provide financial support for this project in the amount of $16,000- the required 40% local matching share. We hope to be able to provide additional funding for subsequent phases of this critically-important initiative. As Nashville is a Certified Local Government, we hope you will give favor to this application, as it strongly meets the Historic Preservation Fund application criteria.

Sincerely,

John Cooper
Mayor

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HISTORIC NASHVILLE
INC.
EST. 1968

January 8, 2021

Mr. E. Patrick McIntyre, Jr.
Tennessee Historical Commission
2941 Lebanon Pike
Nashville, TN 37214

Dear Mr. McIntyre,

As President of Historic Nashville, Inc. I am writing to voice my strong support of a Survey and Planning (S&P) grant application made by the Metro Historical Commission (MHC) for a comprehensive countywide cemetery preservation plan for Davidson County. This county is home to over 500 rural cemeteries, the majority of which were last documented by the Davidson County Cemetery Survey (launched in 1999), meaning many records are outdated and some are incomplete.

Creation of this comprehensive cemetery preservation plan will be a multi-phase project. The resulting plan will build upon existing documentation and survey records, including the Davidson County Cemetery Survey. The Metro Historical Commission intends to update survey information for each site, ascertain maintenance needs, and create documentation that can be updated on an ongoing basis through an internal database and GIS map layer. Davidson County's cemeteries are fragile, oft-neglected sites and yet are an extremely important subset of our county's historic resources. This project will provide updated documentation, inform future planning efforts and aid in multiple programs and project reviews under the MHC's jurisdiction. Furthermore, this information will allow the MHC, in partnership with the Metro Historical Commission Foundation, to advocate for protective measures, create maintenance strategies and make informed funding requests for these significant sites. MHC recognizes that this project will reinforce current statewide efforts to document and protect Tennessee's historic cemeteries and I fully support this opportunity to work in tandem with the Tennessee Historical Commission to plan for these historic resources.

This project will document and plan for the needs of 500+ rural cemeteries in Davidson County, so I hope there will be additional funding for subsequent phases of this critically-important initiative. As Nashville is a Certified Local Government, I trust you will give favor to this application, as it strongly meets the Historic Preservation Fund application criteria.

Sincerely,

Elizabeth Elkins

Elizabeth Elkins, President
Historic Nashville, Inc.

File #: RS2021-790, **Version:** 1

A resolution approving an intergovernmental license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2021M-003AG-001)

WHEREAS, the Metropolitan Government of Nashville and Davidson County, acting through its Department of Parks and Recreation, desires to enter into a license agreement with the State of Tennessee Department of Transportation to use a portion of the Licensed Premises described in Exhibit A attached hereto, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee; and,

WHEREAS, the Board of Parks and Recreation has approved the license agreement; and,

WHEREAS, Tennessee Code Annotated, Section 12-9-104(b) authorizes Metro to enter into agreements with the State of Tennessee by resolution; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this intergovernmental license agreement be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. The license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting through its Commissioner of Transportation, a copy of which is attached hereto and incorporated herein, is hereby approved and the Metropolitan Mayor is authorized to execute the same.

Section 2. This resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an agreement between Metro Parks and the Tennessee Department of Transportation (TDOT) to allow Metro to construct a greenway on TDOT right-of-way along Lebanon Pike in Donelson as part of the Stones River greenway. There is no cost to Metro for the use of the TDOT property. The term of the agreement is for ten years, which may be renewed with the consent of the parties. Metro would be liable for any damage to TDOT's property. The agreement may be terminated at will by TDOT with 60 days' written notice.

This agreement has been approved by the Parks Board and the Planning Commission.

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METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Ron Colter, Metro Finance

Re: TDOT Parks License Resolution
Planning Commission Mandatory Referral #2021M-003AG-001
Council District #14 – Kevin Rhoten, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a resolution approving an intergovernmental license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2021M-003AG-001)

Conditions that apply to this approval: None.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department

cc: *Metro Clerk, Elizabeth Waites*

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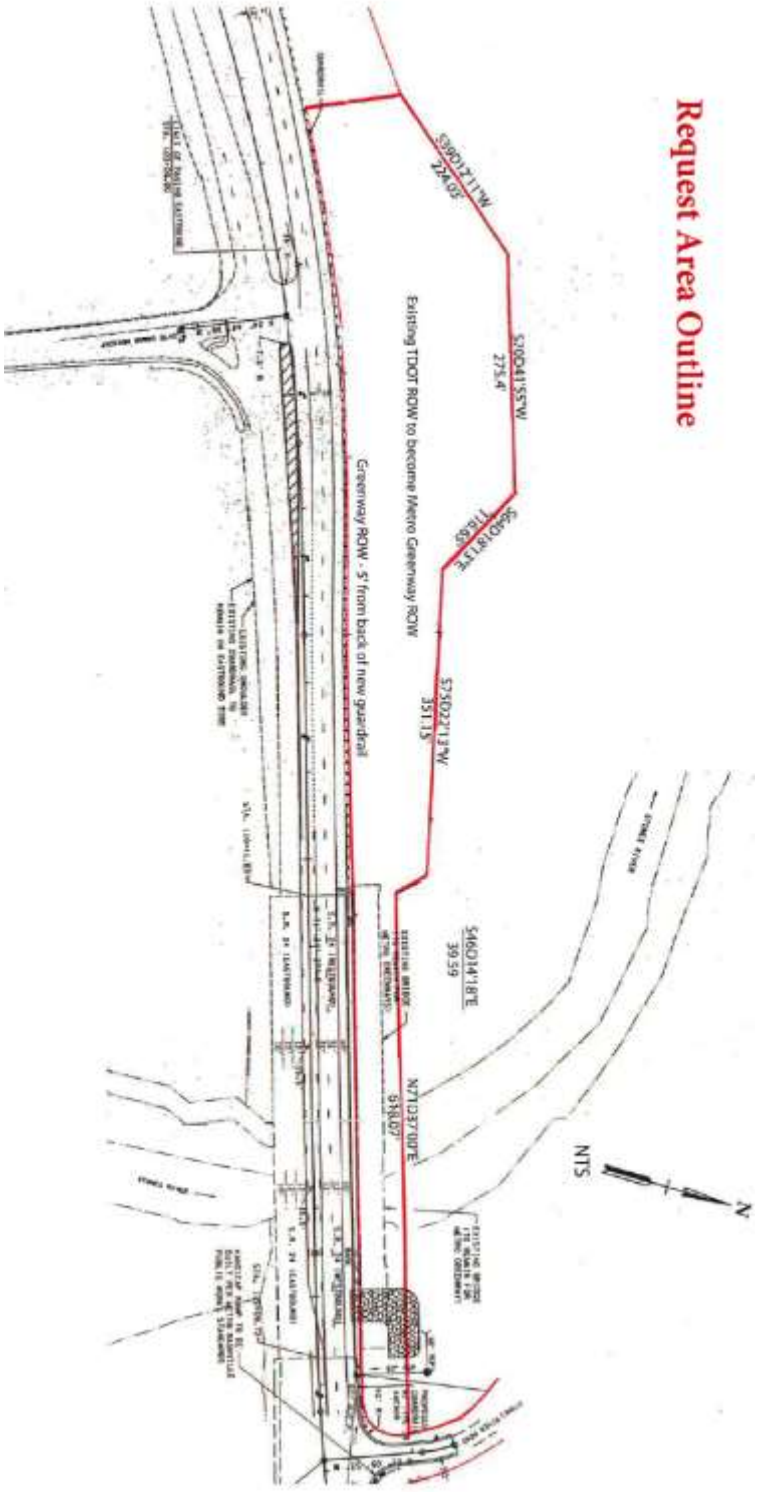
Re: TDOT Parks License Resolution
Planning Commission Mandatory Referral #2021M-003AG-001
Council District #14 – Kevin Rhoten, Council Member

A request for a resolution approving an intergovernmental license agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Department of Parks and Recreation, and the State of Tennessee, acting by and through its Commissioner of Transportation, to construct and maintain a multi-use pedestrian greenway in Davidson County, Tennessee. (Proposal No. 2021M-003AG-001)



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This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 3
6601 Centennial Blvd.
Nashville, TN 37243
(Local Government)

Project No. 19041-3269-94
BR-STP-24(20)
Tract Nos. Multiple
Davidson County
Request No. 6742

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the _____day of _____, 2020 by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the **METROPOLITAN GOVERNMENT OF NASHIVILLE AND DAVIDSON COUNTY, TENNESSEE, PARKS AND RECREATION** (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use a portion of the Licensed Premises to install, maintain and operate a pedestrian walking trail being more specifically described in Exhibit A and depicted in Exhibit B, both attached to and made a part of this License (hereinafter the "Licensed Premises"); and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use the Licensed Premises to install, maintain and operate a pedestrian walking trail (hereinafter referred to as the "Improvements").

2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises for the operation of the Improvements. Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.

3. **FEE** – Licensee shall pay $0 per year to the State for the use of the Licensed Premises.

4. **TERM** – The License is a ten (10) year, renewable license which shall begin on _____, 2020, and shall end on _____, 2030.

5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.

6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

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7. **TRAFFIC CONTROL** - At no time will work authorized by this License Agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

8. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.

9. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

10. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.

11. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than $1 million dollars per occurrence and $300,000 per claimant, naming the State of Tennessee as an additional insured.

12. **PERMITS** – Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.

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13. **COMPLIANCE** – All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.

14. **TITLE VI ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.

15. **AMERICANS WITH DISABILITIES ACT ASSURANCES** – The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

16. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain a permitted utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.

17. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)").

Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).

18. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.

19. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.

20. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:	**TO THE STATE:**
Metro Government P.O. Box 196340 Nashville, TN 37219-6340	State of Tennessee Department of Transportation Suite 700, James K. Polk Bldg. 505 Deaderick Street Nashville, TN 37243-0337

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed the day and year first above written.

LICENSEE:

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, PARKS AND RECREATION

BY: _____ DATE: _____
John Cooper, Mayor

APPROVED AS TO FORM
AND LEGALITY:

Macy Amos
_____ DATE: 2/8/2021
Attorney for Licensee

STATE OF TENNESSEE

BY: _____ DATE: _____
Clay Bright, Commissioner
Tennessee Department of Transportation

APPROVED AS TO FORM
AND LEGALITY:

_____ DATE: _____
John Reinbold, General Counsel
Tennessee Department of Transportation

DocuSign Envelope ID: D56ED298-048F-42A4-A6E4-05296DD298A3

License Agreement
Request No. 6742

EXHIBIT "A"

STONE'S RIVER BRIDGE AND RIGHT OF WAY
SR #24 / US #70 DONELSON, DAVIDSON COUNTY
Project No. BR-STP-1(5), BR-STP-24(20), Bridge originally built 1928-1929
(Partial Plans for Proj. No. 80-H, 1928/29)

Beginning at a point occupied by a concrete marker located 161.42 ft. left of roadway centerline station 106+73.89 (Proj. No. BR-STP-24(20); THENCE, North 00 degrees 10 minutes 09 seconds West, 348.00 ft; THENCE, North 62 degrees 54 minutes 28 seconds East, 42.00 ft; THENCE, North 03 degrees 31 minutes 06 seconds West, 227.670 ft; THENCE, North 05 degrees 04 minutes 32 seconds West,194.491 ft; THENCE, North 04 degrees 21 minutes 48 seconds West, 205.970 ft.; THENCE, North 75 degrees 25 minutes 48 seconds East, 15.897 ft; THENCE, North 85 degrees 28 minutes 37 seconds East, 30.251 ft; THENCE, with a curve to the right, having a Radius of 29.932 ft, a Chord of 47.675 and a Delta of 91.2600; THENCE, South 00 degrees 55 minutes 50 seconds West, 85.151 ft; THENCE, South 03 degrees 27 minutes 53 seconds East, 452.426 ft; THENCE, North 86 degrees 32 minutes 07 seconds East, 47.143 ft; THENCE, North 51 degrees 33 minutes 32 seconds East, 26.255 ft; THENCE, North 83 degrees 18 minutes 15 seconds East, 46.881 ft; THENCE, South 56 degrees 18 minutes 46 seconds East, 20.796 ft; THENCE, North 82 degrees 09 minutes 39 seconds East 49.702 ft; THENCE, South 07 degrees 50 minutes 21 seconds East, 47.055 ft; THENCE, South 82 degrees 09 minutes 39 seconds West, 40.648 ft; THENCE, North 48 degrees 00 minutes 17 seconds West, 53.564 ft; THENCE, South 83 degrees 47 minutes 23 seconds West, 15.751 ft; THENCE, South 03 degrees 06 minutes 20 seconds East, 18.255 ft; THENCE, South 86 degrees 34 minutes 40 seconds West, 85.343 ft; THENCE, South 03 degrees 36 minutes 21 seconds East, 2.518 ft; THENCE, South 86 degrees 32 minutes 07 seconds West, 5.901 ft; THENCE, South 03 degrees 27 minutes 53 seconds East, 52.079 ft; THENCE, South 02 degrees 50 minutes 40 seconds West, 349.394 ft; THENCE, South 83 degrees 08 minutes 04 seconds West, 81.124, enclosing an area of 1.815 acres/79047 square feet. Included in the above described area but expressly excluded in this License Agreement description:

Beginning at a point in the Southwest corner of the old SR24 bridge, (the expansion joint), approximately 50 feet left of roadway station 110+30.00 (+-), (Ref. TDOT Proj. No. BR-STP-24(20)), across the Stone's River; THENCE, South 18 degrees 46 minutes 11.29 seconds, 33.062 ft; THENCE, South 71 degrees 31 minutes 38.95 seconds West, 531.093 ft; THENCE, North 14 degrees 57 minutes 09.82 seconds West, 33.1296 ft; THENCE, North 71 degrees 31 minutes 41 seconds East, 528.89 ft enclosing an area of 0.402 acres/17524 square feet, including all structures encompassed from abutment to abutment, and ground area directly below said structure as shown on TDOT plans sheet 12-Proj. No. 80-H, (1928/9), and including wing walls and support structures for wing walls at either end of abutments.

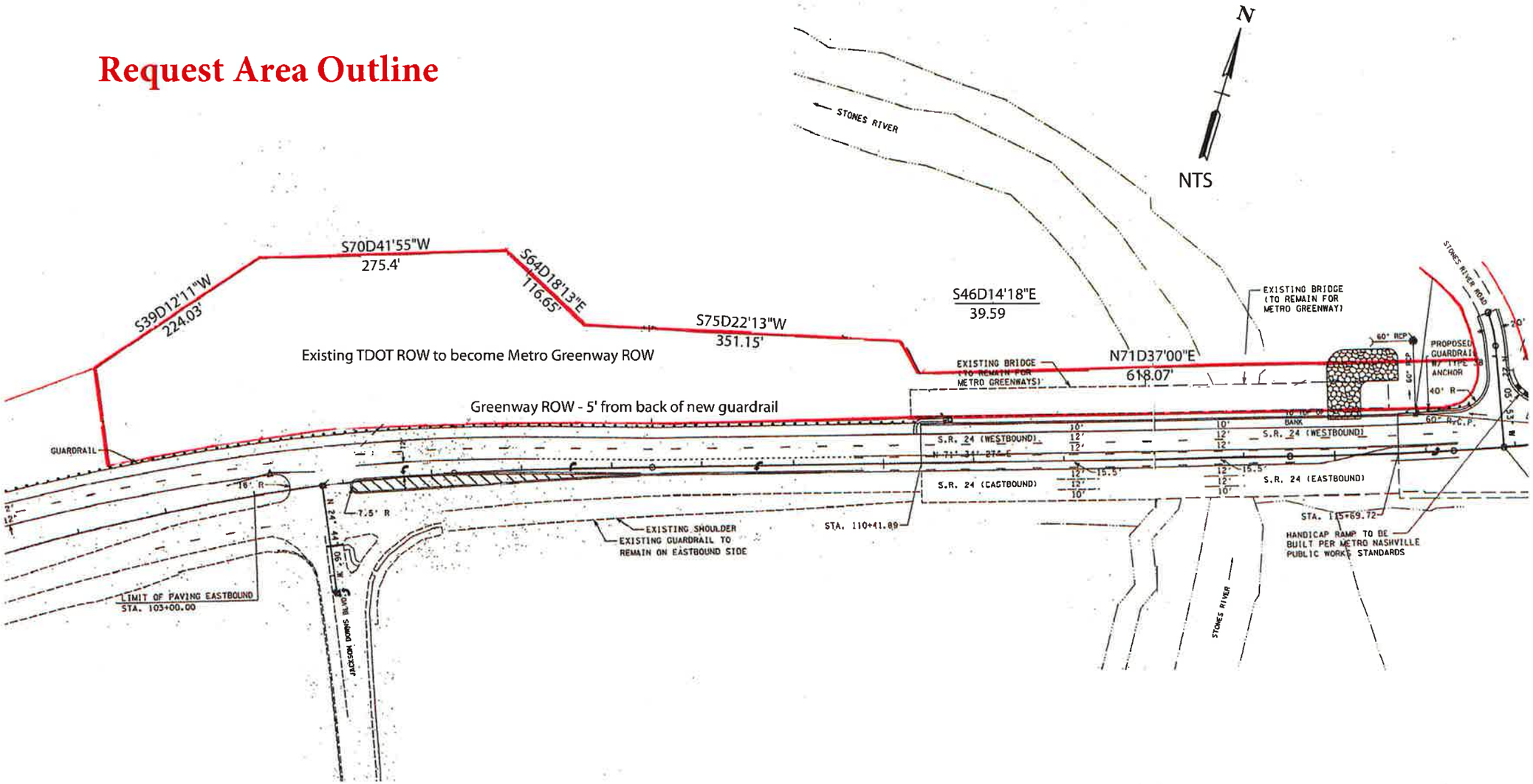
This instrument and the property description above were prepared from the plans of the captioned project by:

Tennessee Department of Transportation
6601 Centennial Blvd.
Nashville, TN 37243-0360

DocuSign Envelope ID: D56ED298-048F-42A4-A6E4-05296DD298A3

EXHIBIT "B"

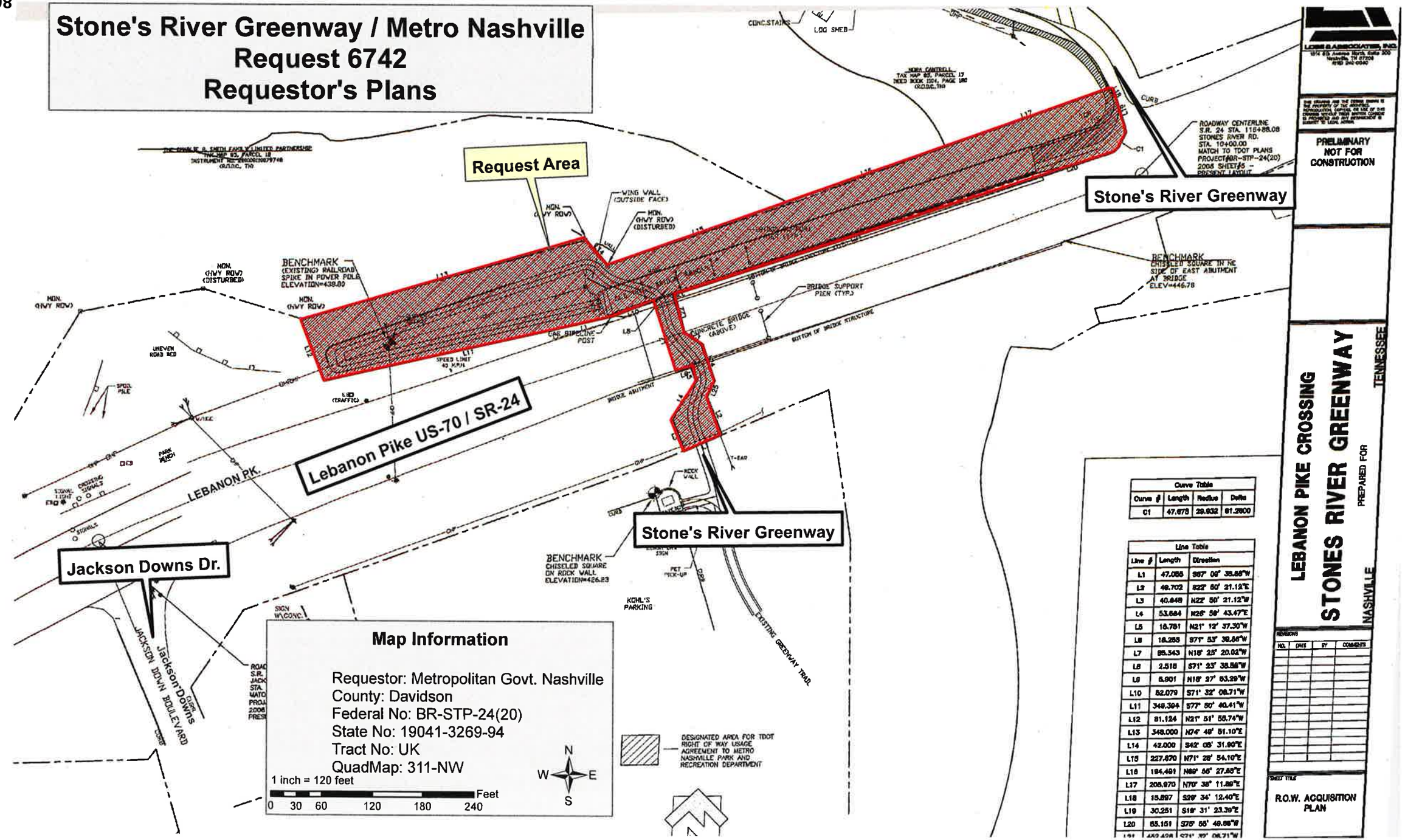
Request Area Outline



Proposed Stones River Greenway ROW at Lebanon Road
Metro Nashville Parks and Recreation Department

DocuSign Envelope ID: D56ED298-048F-42A4-A6E4-05296DD298A3

Stone's River Greenway / Metro Nashville
Request 6742
Requestor's Plans



Curve Table			
Curve #	Length	Radius	Delta
C1	47.675	29.932	91.2800

Line Table		
Line #	Length	Direction
L1	47.055	S87° 06' 38.55"W
L2	48.702	S22° 50' 21.12"E
L3	40.648	N22° 50' 21.12"W
L4	53.584	N26° 58' 43.47"E
L5	18.781	N21° 12' 37.30"W
L6	18.255	S71° 53' 39.56"W
L7	85.343	N18° 25' 20.02"W
L8	2.516	S71° 23' 38.56"W
L9	5.901	N18° 37' 53.29"W
L10	52.079	S71° 32' 08.71"W
L11	348.304	S77° 50' 40.41"W
L12	81.124	N21° 51' 55.74"W
L13	348.000	N74° 49' 51.10"E
L14	42.000	S42° 05' 31.90"E
L15	227.670	N71° 29' 54.10"E
L16	194.491	N69° 56' 27.85"E
L17	205.970	N70° 35' 11.89"E
L18	15.897	S29° 34' 12.40"E
L19	30.251	S19° 31' 23.39"E
L20	85.151	S75° 55' 49.98"W

DocuSign Envelope ID: D56ED298-048F-42A4-A6E4-05296DD298A3

File #: RS2021-791, **Version:** 1

A resolution accepting an in-kind grant from the McCabe Park Little League to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to provide materials and labor to improve and develop McCabe Park in order to better serve the community.

WHEREAS, the McCabe Park Little League has awarded an in-kind grant with an estimated value of $10,354.71 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to provide materials and labor to improve and develop McCabe Park in order to better serve the community, a copy of which in-kind grant is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this in-kind grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the in-kind grant by and between the McCabe Park Little League, with an estimated value of $10,354.71 and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to provide materials and labor to improve and develop McCabe Park in order to better serve the community, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the in-kind grant be appropriated to the Parks and Recreation Department.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an in-kind grant with a value of $10,354.71 from the McCabe Park Little League to the Metro Department of Parks and Recreation to provide materials and labor for the improvement of McCabe Park and Elmington Park. The improvements will consist of fencing around the small baseball field at McCabe Park, the installation of gutters and a French drain at McCabe Park, and new bases and field dressing for the Elmington Park baseball field.

There is no required local match for this grant.

DocuSign Envelope ID: 3A7011D3-1A01-4AED-A456-FD669A7EDEDD

GRANT SUMMARY SHEET

Grant	McCabe Little League Improvement 21
Department:	PARKS & RECREATION
Grantor:	MCCABE PARK LITTLE LEAGUE
Pass-Through Grantor	
Total Award this	$0.00
Cash Match	$0.00
Department	Alan Enzo 862-8400
Status	NEW

Program Description:
This in-kind grant provides improvements to McCabe Park and baseball field valued at $10,354.71. No match or other obligation to Metro or Parks.

Plan for continuation of services upon
N/A.

5181

DocuSign Envelope ID: 3A7011D3-1A01-4AED-A456-FD669A7EDEDD

Grants Tracking Form

Part One

Pre-Application ○ Application ○ Award Acceptance ◉ Contract Amendment ○

Department	Dept. No.	Contact	Phone	Fax
PARKS & RECREATION	040	Alan Enzo	862-8400	862-8414

Grant Name:	McCabe Little League Improvement 21		
Grantor:	MCCABE PARK LITTLE LEAGUE	**Other:**	
Grant Period From:	02/04/21	(applications only) **Anticipated Application Date:**	
Grant Period To:		(applications only) **Application Deadline:**	
Funding Type:	OTHER	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:		**Outside Consultant Project:** ☐	
Award Type:	OTHER	**Total Award:**	$0.00
Status:	NEW	**Metro Cash Match:**	$0.00
Metro Category:	New Initiative	**Metro In-Kind Match:**	$0.00
CFDA #	N/A	**Is Council approval required?** ☑	
Project Description:		**Applic. Submitted Electronically?** ☐	

This in-kind grant provides improvements to McCabe Park and baseball field valued at $10,354.71. No match or other obligation to Metro or Parks.

Plan for continuation of service after expiration of grant/Budgetary Impact:

N/A.

How is Match Determined?

Fixed Amount of $	$0.00	**or**	0.0%	**% of Grant**	**Other:** ☐

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	N/A	**Fund**	**Business Unit**
Is not budgeted?	$0.00	**Proposed Source of Match:**	N/A
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)		**Requested from Cont. Match Fund:**	N/A

Other:

Number of FTEs the grant will fund:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	15.91%	**Indirect Cost of Grant to Metro:**	$0.00	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.00%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)

Draw down allowable? ☐

Metro or Community-based Partners:

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21			$0.00	$0.00		$0.00	$0.00	$0.00	$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		**$0.00**	$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00

Date Awarded:	02/08/21	**Tot. Awarded:**	**$0.00**	**Contract#:**	N/A
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

trinity.weathersby@nashville.gov
Contact: vaughn.wilson@nashville.gov

GCP Rec'd 02/08/21

GCP Approved 02/09/21

VW

Rev. 8/5/03
5181

DocuSign Envelope ID: 3A7011D3-1A01-4AED-A456-FD669A7EDEDD

JOHN COOPER, MAYOR

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

February 4, 2021

Mr. Trey Stuart, League President
McCabe Park Little League
101 46th Avenue North
Nashville, TN 37209

Dear Mr. Stuart:

The Parks' Board, at its meeting held Tuesday, February 2, 2021, accepted the following donation of improvements from the McCabe Park Little League:

- A new fence around the small baseball field located at McCabe Park.
- New bases and field dressing for the infield of the baseball field at Elmington Park. The surface in its current state becomes very slippery after a light rain. Additionally, it remains wet and unplayable for hours after a rain.
- Install gutters for the concession/restroom building and a French drain in that area at McCabe Park.

Please note that this donation requires no match or other obligations from the Metropolitan Government and/or Metro Parks. McCabe Park Little League will cover all expenses associated with the development and subsequent upkeep and maintenance related to this donation.

If further information is needed regarding the donation process, please contact Mr. Alan Enzo of my staff; he may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution to our parks system.

Sincerely,

Monique Horton Odom

Monique Horton Odom, Director
and Secretary to the Board

:jf

c: Alan Enzo
Chinita White
John Holmes

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101 46th Avenue North
Nashville, TN 37209
615.604.9497
www.mccabepark.org

Contact Information:
Trey Stuart, League President
McCabe Park Little League
treystuart@gmail.com

REQUEST FOR DONATION APPROVAL – MCCABE PARK LITTLE LEAGUE

Please accept this letter as McCabe Park Little League's ("MPLL") request to donate the following:

1. A new fence around the small baseball field located at McCabe Park.
2. New bases and field dressing for the infield of the baseball field at Elmington Park. The surface in its current state becomes very slippery after a light rain. Additionally, it remains wet and unplayable for hours after a rain.
3. Install gutters for the concession/restroom building and a French drain in that area at McCabe Park.

McCabe Park Little League reserves space from Metro Parks to provide two seasons of baseball to roughly 500 West Nashville youth ranging in age from four to twelve and hopes to continue improving and developing fields in order to better serve the community. These projects will allow for more practice and game space as our league continues to grow.

We anticipate work being completed after all necessary Metro Parks and Council approvals are granted. Importantly, no matching funds will be required from Metro Parks as McCabe Park Little League will cover all expenses associated with the development and subsequent upkeep and maintenance. We have included some additional information below about the league for your review and kindly request your approval of these donations. Should you have any additional questions, we would be happy to respond.

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Short summary of the organization

McCabe Park Little League is a volunteer-led, non-profit organization that has served youth in the Sylvan Park neighborhood of Nashville TN since 1986. Operating under the charter of Little League, the board of directors, without paid staff, runs youth baseball divisions ranging from Tee Ball to Majors and our Challenger program (for special needs children ranging in age from four to twenty-two).

Over the last three decades, the organization has consistently served as a family-friendly, accepting, and safe place for kids of all ages and skill levels to find a home and a place to learn and play the great game of baseball. Children come from a diverse background of schools in the surrounding neighborhoods and learn to participate on teams organized with a focus on parity and community, not championships.

Short description of the proposed project and objectives

1. The new fence would enclose the playing area to keep the ball in play, keep young children and dogs from running onto the field during the games and would shrink the field of play to take out most of the uneven outfield area. There would be an eight-foot gate for maintenance equipment access. The value of the donation would be $7,374.71 and the install would be completed by Frank Urroz Fence Company.
2. We used the baseball field at Elmington Park for games and practices for our fall season this year. The playing surface in the infield becomes very treacherous when wet. We'd like to mix in some field dressing to solidify the playing surface. Additionally, we'd like to donate and install new break-away bases. The value of this donation would be $1,500.
3. Anytime it rains, water collects near the building and along the walkway making the surrounding grounds very muddy. This would allow the ability to redirect the water away from the path most commonly traveled by players, coaches, families and those using it for exercise. The value of this donation would be $1,480. The gutters and French drain would be installed by The Best Gutter & Construction, LLC.

All of the costs associated with these projects will be funded by McCabe Park Little League and will require no matching funds from Metro Parks.

A list of Leadership staff and Board of Directors

MPLL employs no staff, but maintains a board of directors for all administrative functions. Those members are as follows:

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- Trey Stuart, President
- Hunter Bledsoe, Vice President
- Josh Ritter, Treasurer
- Michael Spalluto, League Admin
- Jeff Middlebrooks, Safety Officer
- Nick Holscher, Member-at-Large
- Tim Nolen, Member-at-Large
- Janel Lacy, Member-at-Large
- Philip Betbeze, Member-at-Large

Thank you for your time and consideration. We are very appreciative of your work in our common goal of bringing sports, parks, and joy to those in the community.

Sincerely,

Trey Stuart

President, McCabe Park Little League

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SIGNATURE PAGE
FOR

GRANT NO. McCabe Park Little League 2021

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Department — Date: 2/8/21

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/tlo
Director of Finance — Date: 2/17/2021

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
Director of Insurance — Date: 2/17/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Nicki Eke
Metropolitan Attorney — Date: 2/17/2021

FILED:

Metropolitan Clerk — Date

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-792, **Version:** 1

A resolution approving a Construction Agreement by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (CSXT), and the Metropolitan Government of Nashville and Davidson County, acting by and through its Department of Public Works, for the reimbursement of CSXT performed railroad crossing safety improvements at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S-(315), PIN 123221.00. (Proposal No. 2021M-007AG-001).

WHEREAS, the State of Tennessee, department of Transportation ("TDOT") has programmed safety funds for the improvement of various railroad crossings throughout Davidson County; and,

WHEREAS, TDOT has directed The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through its Department of Public Works, to construct the Railroad Crossing Approaches Project at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S-(315), PIN 123221.00; and,

WHEREAS, CSXT has sole authority to determine the need for flagging required to protects its operations and property and shall be reimbursed directly for all costs of flagging; and,

WHEREAS, CSXT shall bore under their tracks and install conduit and cable to support signal pre-emption; and,

WHEREAS, the CSXT construction estimate is $82,376.00 in which the total cost is to be split 10% Metro, or $8,237.60, and 90% for TDOT, or $74,138.40; and,

WHEREAS, BL2005-787 authorized approval of agreements between the Department of Public Works and CSX by resolution; and,

WHEREAS, it is in the interest of The Metropolitan Government of Nashville and Davidson County that this construction be carried out.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Agreement with CSXT, attached hereto as Exhibit A, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves a construction agreement between CSX and Metro Public Works for the reimbursement of Post Road railroad crossing safety improvements. The construction estimate prepared by CSX is $82,376, which will be divided between Metro and the Tennessee Department of Transportation

(TDOT) as follows: 10% from Metro ($8,237.60) and 90% from TDOT ($74,138.40). The project will require CSX to install conduit cable plus 20 days of flagging services.

Ordinance No. BL2005-787 authorizes approval of agreements between the Department of Public Works and CSX by resolution.

DocuSign Envelope ID: 03A2B05B-910B-4FEF-B942-D3DA881E8B9A

February 15, 2021

Mr. Kevin Crumbo
Director of Finance
Metro Nashville and Davidson County

RE: Prop. No 2021M-007AG-001, A request for a resolution approving a Construction Agreement by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida (CSXT), and the Metropolitan Government of Nashville and Davidson County, acting by and through its Department of Public Works, for the reimbursement of CSXT performed railroad crossing safety improvements at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S(315), PIN 123221.00

Mr. Crumbo,

This resolution will approve a construction contract between CSXT and the Metro Government for construction work performed within the railroad's right-of-way by CSXT. The CSXT construction estimate is $82,376.00. That cost is to be split 10% from the Metropolitan Government of Nashville and Davidson County ($8,237.60) and 90% from the Tennessee Department of Transportation ($74,138.40) under Prop No 2020M-015AG-003.

Sincerely,

Derek Hagerty

Derek Hagerty
Metro Nashville Public Works
615-862-8748
Derek.Hagerty@nashville.gov

DocuSign Envelope ID: 03A2B05B-910B-4FEF-B942-D3DA881E8B9A

Preemptive Signal Upgrade
Under CSXT
Nashville, TN
MP 00N-6.85
CSX OP

CONSTRUCTION AGREEMENT

This Construction Agreement ("**Agreement**") is made as of_____, 20 , by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and **Metro Nashville Public Works**, a body corporate and political subdivision of the **State of Tennessee** ("Agency").

EXPLANATORY STATEMENT

1. Agency has proposed to construct, or to cause to be constructed, **Installation of preemption cable from CSX signal house to JCT box near the traffic control box on CSX ROW** (the "**Project**").

2. Agency has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal agencies (including Agency), and their respective governing bodies and regulatory agencies, necessary to proceed with the Project and to appropriate all funds necessary to construct the Project.

3. Agency acknowledges that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

1. Project Plans and Specifications

   1.1 Preparation and Approval. Pursuant to Exhibit A of this Agreement, all plans, specifications, drawings and other documents necessary or appropriate to the design and construction of the Project shall be prepared, at Agency's sole cost and expense, by Agency or CSXT or their respective contractors. Project plans, specifications and drawings prepared by or on behalf of Agency shall be subject, at CSXT's election, to the review and approval of CSXT. Such plans, specifications and drawings, as prepared or

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approved by CSXT, are referred to as the "**Plans**", and shall be incorporated and deemed a part of this Agreement. Plans prepared or submitted to and approved by CSXT as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with such Plans satisfy CSXT's requirements. CSXT expressly disclaims all other representations and warranties in connection with the Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Agency or any other persons of the Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans.

2. Allocation and Conduct of Work

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment of Reimbursable Expenses as provided by Section 4, CSXT shall provide, or cause to be provided, the services as set forth by Exhibit A to this Agreement. Agency agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or exposure to liability of any kind and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Agency Work. Agency shall perform, or cause to be performed, all work as set forth by Exhibit A, at Agency's sole cost and expense.

2.3 Conduct of Work. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Agency; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of proof of insurance acceptable to CSXT, as required by Section 9. The initiation of any services by CSXT pursuant to this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section. The parties intend that all work by CSXT or on CSXT property shall conclude no later than **June 30, 2021**, unless the parties mutually agree to extend such date.

3. Special Provisions. Agency shall observe and abide by, and shall require its contractors ("**Contractors**") to observe and abide by the terms, conditions and provisions set forth in

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Exhibit C to this Agreement (the "Special Provisions"). To the extent that Agency performs Project work itself, Agency shall be deemed a Contractor for purposes of this Agreement. Agency further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. Cost of Project and Reimbursement Procedures

4.1 Reimbursable Expenses. Agency shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation: (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for equipment, tools, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with CSXT labor overhead percentages established by CSXT pursuant to applicable law (collectively, "**Reimbursable Expenses**"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "**Estimate**", as amended or revised). In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Agency with the revised Estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Agency's approval and confirmation that sufficient funds have been appropriated to cover the total Reimbursable Expenses of such revised Estimate. CSXT may elect, by delivery of notice to Agency, to immediately cease all further work on the Project, unless and until Agency provides such approval and confirmation.

4.3 Payment Terms.

4.3.1 Agency shall pay CSXT for Reimbursable Expenses in the amounts and on the dates set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised pursuant to Section 4.2). CSXT agrees to submit invoices to Agency for such amounts and Agency shall remit payment to CSXT at the later of thirty (30) days following delivery of each such invoice to Agency or, the payment date (if any) set forth in the Payment Schedule. CSXT shall provide Agency with evidence that costs and expenses have been incurred when submitting for reimbursement.

4.3.2 Following completion of the Project, CSXT shall submit to Agency a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Agency. Agency shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments as shown by the final invoice,

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within thirty (30) days following delivery of such invoice to Agency. In the event

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that the payments received by CSXT from Agency exceed the Reimbursable Expenses, CSXT shall remit such excess to Agency.

433. In the event that Agency fails to pay CSXT any sums due CSXT under this Agreement: (i) Agency shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Agency: (A) to immediately cease all further work on the Project, unless and until Agency pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement. Notwithstanding the foregoing, Agency shall have the right to dispute sums due if CSXT fails to provide evidence of incurring such sums ("Payment Dispute"). Agency shall notify CSXT of such Payment Dispute in writing. The Parties shall work to expediate the resolution of such Payment Dispute. During the Payment Dispute, CSXT shall not be entitled the remedies afforded in Section (i) and Section (ii).

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All invoices from CSXT shall be delivered to Agency in accordance with Section 16 of this Agreement. All payments by Agency to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Agency:

CSX Transportation, Inc.
P.O. Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. Agency's obligation to pay to CSXT Reimbursable Expenses in accordance with Section 4 shall survive termination of this Agreement for any reason.

5. Appropriations Agency represents to CSXT that: (i) Agency has appropriated funds sufficient to reimburse CSXT for the Reimbursable Expenses encompassed by the Estimate attached as Exhibit D; (ii) Agency shall use its best efforts to obtain appropriations necessary to cover Reimbursable Expenses encompassed by subsequent Estimates approved by Agency; and (iii) Agency shall promptly notify CSXT in the event that Agency is unable to obtain such appropriations.

6. Easements and Licenses

6.1 Agency Obligation. Agency shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Agency a nonexclusive license to access and cross CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by Railroad and as may be designated on the Plans approved by CSXT.

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6.3 Temporary Construction Easements. CSX may grant without warranty to Agency if required temporary non-exclusive easement for access to the extent necessary for the project on terms and conditions, and at a price acceptable to the parties.

6.4 N/A

6.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXTj, if any, on terms and conditions and at a price acceptable to the parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

7. Permits. At its sole cost and expense, Agency shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT.

8. Termination

8.1 By Agency. In addition to the other rights and remedies available to Agency under this agreement, Agency may terminate this Agreement by delivery of notice to CSXT in the event CSXT fails to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by Agency to CSXT.

8.2 By CSXT. In addition to the other rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Agencyin the event Agency or its Contractors fail to observe the terms or conditions of this Agreement and such failure continues more than ten (10) business days following delivery of notice of such failure by CSXT to Agency. Upon termination, CSXT's sole remedy shall be limited to the amount paid by Agency pursuant to this agreement.

1.1 Consequences of Termination. If the Agreement is terminated by either party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. If Agency terminates the agreement, Agency shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. If CSXT terminates the agreement, CSXT shall reimburse Agency for the Work performed, plus all costs reasonably incurred by Agency to discontinue the Work, Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Agency's obligation

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to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Agency shall be to refund.

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to Agency payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. Insurance. In addition to the insurance that Agency requires of its Contractor, Agency shall acquire or require its Contractor to purchase and maintain insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Agency nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved by CSXT's Risk Management Department.

10. Ownership and Maintenance.

NOTE ALTERNATE PROVISIONS:

- **Other Improvements**

10.1 By Agency. Agency shall own, maintain and repair, at its sole cost and expense, all parts comprising the permanent aspects of the Project, as shown by the Plans. In the event Agency fails to do so after reasonable notice from CSXT (no more than thirty (30) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at Agency's sole cost and expense. Upon the cessation of use of the Project by Agency, Agency shall remove the structure and restore CSXT's property to its original condition, at Agency's sole cost and expense, to CSXT's satisfaction.

10.2 Alterations. Agency shall not undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require.

11. Indemnification

11.1 Generally. To the maximum extent permitted by applicable law, Agency and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, and incidental,), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, its affiliates, Agency or its Contractors), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, its affiliates, Agency or its Contractors, and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Agency, and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The

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foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement. Notwithstanding the foregoing, Agency shall not be responsible for damages arising directly or indirectly from negligence, recklessness or intentional wrongful misconduct of the CSXT, CSXT's Contractors and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees.

11.2 Compliance with Laws. Agency shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Agency's Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 "CSXT Affiliates". For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Agency and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

12. Independent Contractor. The parties agree that neither Agency nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Agency or Agency's Contractors, or the construction practices, procedures, and professional judgment employed by Agency or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Agency or its Contractors or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. "Entire Agreement" This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of both parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

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14. Waiver. If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. Assignment. CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Agency shall not assign its rights or obligations under this Agreement without CSXT's prior consent, which consent may be withheld for any reason.

16. Notices. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

If to CSXT:
CSX Transportation, Inc.
1590 Marietta Blvd NW
Atlanta, GA 30318
Attention: Todd Allton-Public Projects

If to Agency:
Metro Nashville Public Works
720 S 5th St.
Nashville, TN 37206
Attention: Derek Hagerty, PE

17. Severability. The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

18. Applicable Law. This Agreement shall be governed by the laws of the **State of Tennessee** exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Davidson County, Tennessee, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Davidson County, Tennessee.

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BY SIGNING THIS AGREEMENT, I certify that there have been no changes made to the content of this Agreement since its approval by the CSXT Legal Department on January 21st, 2021.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate, each by its duly authorized officers, as of the date of this Agreement.

Metro Nashville Public Works

DocuSigned by:
By: Shanna Whitelaw
E3BFA61A741444C...

Name: Shanna Whitelaw

Title: Interim Director

CSX TRANSPORTATION, INC.

By: _____

Name: _____

Title: _____

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EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Agency shall let by contract to its Contractors:

1. Install concrete sidewalk ramp
2. Connect cable from traffic box to the CSX junction box
3. Remove the existing overhead pre-emption cable
4. Install one (1) pre-signal with signal mast arm pole, two (2) signal heads, vehicle detection, pull box and conduit.
5. Install all required construction items for a fully functional traffic signal including but not limited to two (2) signal poles with dual mast arms, ten (10) signal heads, vehicle detection, pull boxes, battery backup, conduit and controller cabinet.
6. Pavement marking

B. CSXT shall perform or cause to be performed:

1. Installation of conduit under the tracks per plan and
2. Install cable from relay output to existing junction box
3. Existing pre-emption circuit will be used. Advanced pre-emption circuit will not be required.
4. Provide 20 days of flagging.

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Agency to CSXT for its review and approval:

Traffic Signal Plans for Harding Pike at Post Road, prepared on 7/23/2020, KCI Technologies, Brandon J. Taylor, PE, Harding Pike (SR 1/US 70) at Post Road, Intersection No. 3942

SHEET	DESCRIPTION	PREPARER	DATE
1 of 1	Title Sheet	Brandon J. Taylor	7/23/2020
1 of 2	Traffic Signal Plan	Brandon J. Taylor	6/6/2018
1 of 3	Traffic Signal Details	Brandon J. Taylor	6/6/2018
1 of 4	Pavement Marking and Signal Plan	Brandon J. Taylor	6/6/2018
1 of 5	Traffic Signal Notes and Quantities	Brandon J. Taylor	6/6/2018

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement to which this Exhibit C is made a part thereof and as may be amended from time to time.

"Agency" shall mean the **Metro Nashville Public Works.**

"Agency Representative" shall mean the authorized representative of **Metro Nashville Public Works.**

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from

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liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

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V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized

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use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

    a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

    b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

    c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

    d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property

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resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT

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to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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EXHIBIT D

INITIAL ESTIMATE ATTACHED

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ACCT. CODE : 709 - TBD **Form Revision** 09/29/20

ESTIMATE SUBJECT TO REVISION AFTER: **1/19/2022** **DOT NO.:** 348028F
CITY: Nashville **COUNTY:** Davidson **STATE:** TN
DESCRIPTION: Post Road - Installation of preemption cable from CSX signal house to JCT box near the traffic control box on CSX ROW.
ZONE: Nashville **SUB-DIV:** Bruceton **MILE POST:** 00N-6.85
AGENCY PROJECT NUMBER: 0

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services		Crouch			$	7,000
212	Contracted & Administrative Engineering Services		CSXT Admin			$	1,500
212	Contracted & Administrative Engineering Services		Signal Assistant			$	3,000
212	Contracted & Administrative Engineering Services		Signal contract engineering - Survey/design/est			$	-
	Subtotal					**$**	**11,500**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services		CSXT Signal			$	6,500
212	Contracted & Administrative Engineering Services					$	6,500
	Subtotal					**$**	**13,000**
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)		20	Days @	$ 350.00	$	7,000
50	Labor (Foreman/Inspector)		0	Days @	$ 504.00	$	-
70	Additive	187.00% (Transportation Department)				$	13,090
50	Additive	222.00% (Engineering Department)				$	-
	Subtotal					**$**	**20,090**
	SIGNAL & COMMUNICATIONS WORK:					**$**	**29,997**
	TRACK WORK:					**$**	**-**
	PROJECT SUBTOTAL:					**$**	**74,887.28**
900	**CONTINGENCIES:**	10.00%				$	7,488.73
	PROJECT TOTAL:	**********				$	82,376.00
	CURRENT AUTHORIZED BUDGET:	**********				$	-
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**82,376.00**

DIVISION OF COST:

Agency	100.00%	$ 82,376
Railroad	0.00%	$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Todd Alton - Project Manager II, Public Projects, CSX Transportation, Atlanta, GA

Estimated prepared by: Crouch **Approved by:** *CTA* **CSXT Public Project Group**
DATE: 01/19/21 **REVISED:** 01/00/00 **DATE:** 01/19/21

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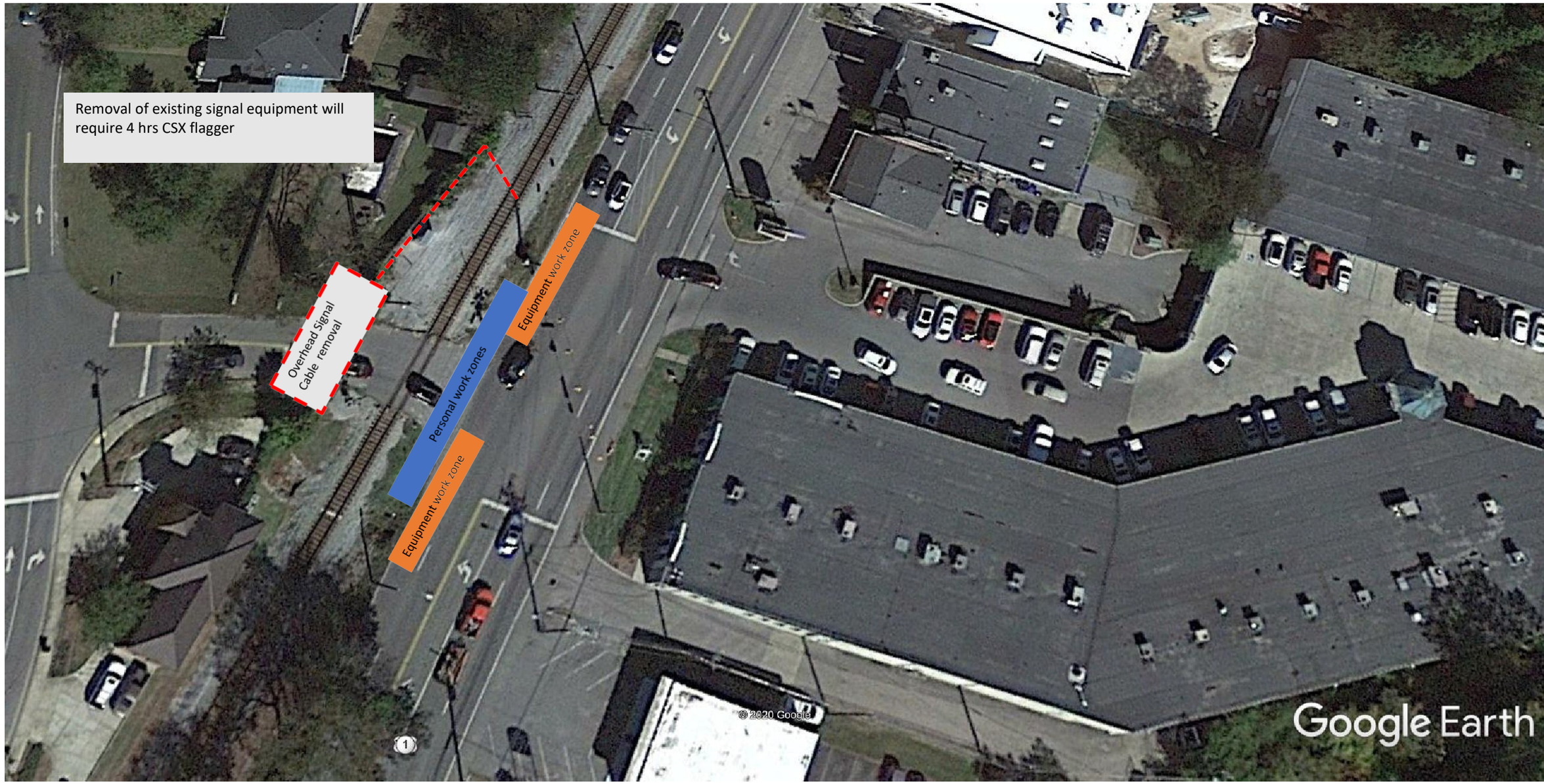

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EXHIBIT E

PAYMENT SCHEDULE

Advance Payment in Full

Upon execution and delivery of notice to proceed with the Project, Agency will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Agency. Agency shall make such additional deposit within 30 days following delivery of such invoice to Agency.

Scheduled Payments

Agency shall deposit with CSXT the following sums on or before the dates set forth below, which sums and dates shall be subject to adjustment in the event of revisions to the Estimate:

Payment Date	Payment
Advance Payment	$82,376
Total:	$82,376

Progress Payments In Arrears

Notwithstanding anything to the contrary set forth in this Agreement, Agency shall pay CSXT in arrears for its Reimbursable Expenses, rather than in advance, with only such exceptions, such as purchasing materials and equipment, as the parties mutually agree. Accordingly, Agency shall remit payment to CSXT for its Reimbursable Expenses within thirty (30) days following delivery to Agency of an invoice.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency, a governmental entity, has elected to be self-insured under the Tennessee Governmental Tort Liability Act (the "GTLA"), as provided by Tenn. Code Ann. § 29-20-401. Agency shall provide evidence of self-insurance if and to the extent that it is performing work on or about CSXT's property. Agency Contractor, if and to the extent that it is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CG 24 17 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates (if permitted by state law).

3. Commercial automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured. The policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsement is not included, railroad protective liability insurance must be provided as described in item 4 below.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and Agency must appear on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description.

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e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

f. Authorized endorsements may include:

(i). Broad Form Nuclear Exclusion - IL 00 21
(ii) 30-day Advance Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

g. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (e) or (f) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declarations page and/or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, 14th Floor
Jacksonville, FL 32202
Phone: 904-366-3804

OR

insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance.

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SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____, 20 , between **Metro Nashville Public Works** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: _____

By: _____
Name: _____
Title: _____
Date: _____

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METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

February 11, 2021

To: Derek Hagerty, Metro Public Works

Re: CSXT Construction Agreement
Planning Commission Mandatory Referral #2021M-007AG-001
Council District #23 – Thom Druffel, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a construction agreement between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida, and Metro Nashville Public Works, a body corporate and political subdivision of the State of Tennessee for the installation of preemption cable from CSX signal house to JCT box near the traffic control box on CSX right-of-way (see sketch for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

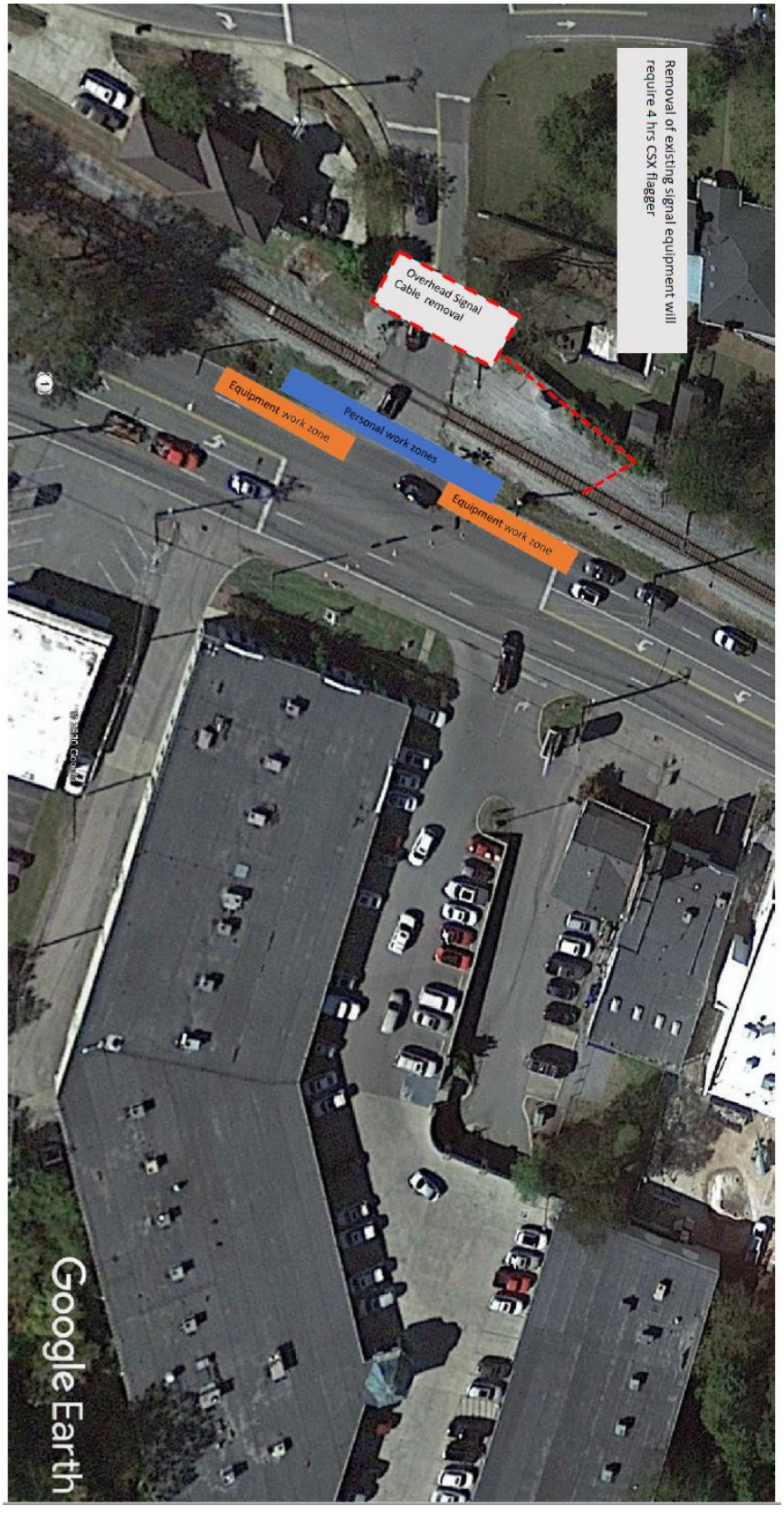
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: 03A2B05B-910B-4FEF-B942-D3DA881E8B9A

Re: CSXT Construction Agreement
Planning Commission Mandatory Referral #2021M-007AG-001
Council District #23 – Thom Druffel, Council Member

A request for a construction agreement between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida, and Metro Nashville Public Works, a body corporate and political subdivision of the State of Tennessee for the installation of preemption cable from CSX signal house to JCT box near the traffic control box on CSX right-of-way (see sketch for details).



File #: RS2021-793, **Version:** 1

A resolution approving amendment 2 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, for the reimbursement of railroad crossing safety improvements at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S-(315), PIN 123221.00. (Proposal No. 2020M-015AG-003).

WHEREAS, RS2020-450 as amended approved an intergovernmental agreement between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, for the reimbursement of railroad crossing safety improvements at Post Road; and,

WHEREAS, the project estimate has increased; and,

WHEREAS, the project estimate is now $171,931.11 in which the total cost is to be split 10% Metro, or $17,193.11, and 90% for TDOT, or $154,738.00; and,

WHEREAS, it is in the interest of The Metropolitan Government of Nashville and Davidson County that this construction be carried out.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 2 to the intergovernmental agreement, between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through its Department of Public Works, for the reimbursement of railroad crossing safety improvements at Post Road, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an amendment to an intergovernmental agreement between the Tennessee Department of Transportation and the Metropolitan Department of Public Works for the reimbursement of railroad crossing safety improvements at Post Road. The original agreement was approved by Resolution No. RS2020-450. These safety improvements include new signal poles, mast arms, signal heads, traffic signs, and railroad crossing signage. The total cost of the project was originally estimated to be $62,786.06, with Metro being responsible for 10% of the cost ($6,278.61), and TDOT will be responsible for 90% ($56,507.45).

The project cost estimate has now increased to $171,931.11, in which the total cost is to be split 10% Metro ($17,193.11), and 90% for TDOT ($154,738.00). The cost increase is a result of changes required by CSX Transportation consisting of the installation of preemption cable to run below ground instead of above the

track, and for approximately 20 days of flagging services.

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

February 15, 2021

Mr. Kevin Crumbo
Director of Finance
Metro Nashville and Davidson County

RE: Prop. No 2020M-015AG-003, A request for a resolution approving amendment 2 to an Intergovernmental Agreement by and between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville and Davidson County, acting by and through its Department of Public Works, for the reimbursement of railroad crossing safety improvement at Post Road (0D016), Railroad Crossing #348028F, State Project No: 19960-2552-94, Federal Project No: HSIP-R00S(315), PIN 123221.00

Mr. Crumbo,

This resolution will approve an amendment to an intergovernmental agreement between TDOT and the Metro Government for the railroad crossing safety improvements on Post Road consisting of a new traffic signal. The revised project estimate is $171,193.11 in which the total cost is to be split 10% from the Metropolitan Government of Nashville and Davidson County ($17,139.11) and 90% from the Tennessee Department of Transportation ($154,738.00).

Sincerely,

Derek Hagerty

Derek Hagerty
Metro Nashville Public Works
615-862-8748
Derek.Hagerty@nashville.gov

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STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
DIVISION OF FREIGHT & LOGISTICS
SUITE 1200, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
(615) 741-2781

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

January 26, 2021

Ms. Shanna Whitelaw, Interim Public Works Director
The Metropolitan Government of Nashville & Davidson County
750 South Fifth Street
Nashville, TN 37201

Subject: Highway-Rail Grade Crossing Improvement Project Agreement **CRR070364 Supplement 1**

Dear Ms. Whitelaw:

The Tennessee Department of Transportation (TDOT) has prepared a Supplemental Agreement for the City of Nashville / Davidson County for safety improvements at the subject highway-rail grade crossing listed below:

U.S. DOT Crossing Number	348-028F
Federal Project Number	HSIP-R00S(315)
State Project Number	19960-2552-94
PIN Number	123221.00
Railroad Company	CSX Railroad
Railroad Milepost	00N 6.85
Highway (Route)	Post Rd (0D016)
Highway Log Mile	0.03
City, County	Nashville, Davidson County

Enclosed is one (1) original counterpart of a supplemental agreement between the Department and the City/County for the performance of this work.

Please have the appropriate City/County representative review, sign, and return the Supplemental Agreement to me. I will then forward the copy for TDOT Commissioner's signature.

As soon as TDOT's internal signature process is completed, TDOT will then forward to the City/County the fully executed supplemental agreement. Upon receipt of the fully executed supplemental agreement, the City/County may begin work.

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If you have any questions regarding this matter, please contact me by phone at (615) 253-1043 or by email at Erik.Andersen@tn.gov

Sincerely,

Erik Andersen DM

Erik Andersen
Tennessee Rail-Crossing Safety Manager
Section 130 Program

EA:dm

Enclosure: City/County Supplemental Agreement (1 copy)

Cc: File

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

SUPPLEMENT # 1 TO RAILROAD AGREEMENT

THIS SUPPLEMENT is made and entered into by and between the **State of Tennessee** acting through its Department of Transportation, hereinafter called "TDOT," and the **City of Nashville & Davidson County,** Tennessee, hereinafter referred to as the "Local Government."

WITNESSETH:

WHEREAS, TDOT and the Local Government entered into Contract No. CRR070364, dated the 23rd day of November, 2020, in which the parties agreed to certain matters concerning Railroad Crossing Approaches Project Number PIN 123221.00, HSIP-R00S(315), 19960-2552-94, Post Rd (0D016) at LM 0.03 located in Nashville, Davidson County, Tennessee; and

WHEREAS, it is desired by the parties that the hereinafter mentioned changes be made in said original Agreement;

NOW, THEREFORE, for a valuable consideration it is agreed by and between the parties as follows:

To remove the following language from the Preamble:

> WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated August 20, 2020, which estimate is in the amount of $89,555.11, in which the total cost is to be split 10% for Nashville / Davidson County ($8,955.51) and 90% for TDOT ($80,599.60)

And replace with the following language:

> WHEREAS, for the Railroad Crossing Roadway Approaches Project, the Local Government has prepared plans, specifications, and estimates of cost, dated January 19, 2021, which estimate is in the amount of $171,931.11, in which the total cost is to be split 10% for Nashville / Davidson County ($17,193.11) and 90% for TDOT ($154,738.00)

To remove the original Exhibit A dated: August 20, 2020

And replace with the attached Exhibit A dated: January 19, 2021

It is understood that the above are the only changes made in said Agreement.

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

DocuSigned by:
BY: Shanna Whitelaw
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Shanna Whitelaw, Interim Director
Department of Public Works

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: _____
Clay Bright
Commissioner Date: _____

APPROVED AS TO AND AVAILABILITY OF FUNDS

DocuSigned by:
BY: Kevin Crumbo/tlo
BBCC239922BE462...
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND LEGALITY

BY: R E Cooper
Bob Cooper
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

BY: _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of

_____, 20 _____.

BY: _____
Metropolitan Clerk

APPROVED AS TO RISK AND INSURANCE

BY: Balogun Cobb
Director of Insurance

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

ACCT. CODE : 709 - TBD **Form Revision** 09/29/20

ESTIMATE SUBJECT TO REVISION AFTER: **1/19/2022** **DOT NO.:** 348028F
CITY: Nashville **COUNTY:** Davidson **STATE:** TN
DESCRIPTION: Post Road - Installation of preemption cable from CSX signal house to JCT box near the traffic control box on CSX ROW.
ZONE: Nashville **SUB-DIV:** Bruceton **MILE POST:** 00N-6.85
AGENCY PROJECT NUMBER: 0

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services		Crouch			$	7,000
212	Contracted & Administrative Engineering Services		CSXT Admin			$	1,500
212	Contracted & Administrative Engineering Services		Signal Assistant			$	3,000
212	Contracted & Administrative Engineering Services		Signal contract engineering - Survey/design/est			$	-
	Subtotal					**$**	**11,500**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services		CSXT Signal			$	6,500
212	Contracted & Administrative Engineering Services					$	6,500
	Subtotal					**$**	**13,000**
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)		20	Days @	$ 350.00	$	7,000
50	Labor (Foreman/Inspector)		0	Days @	$ 504.00	$	-
70	Additive	187.00% (Transportation Department)				$	13,090
50	Additive	222.00% (Engineering Department)				$	-
	Subtotal					**$**	**20,090**
	SIGNAL & COMMUNICATIONS WORK:					**$**	**29,997**
	TRACK WORK:					**$**	**-**
	PROJECT SUBTOTAL:					**$**	**74,887.28**
900	**CONTINGENCIES:**	10.00%				$	7,488.73
	PROJECT TOTAL:	**********				$	82,376.00
	CURRENT AUTHORIZED BUDGET:	**********				$	-
	TOTAL SUPPLEMENT REQUESTED:	**********				**$**	**82,376.00**

DIVISION OF COST:

Agency	100.00%	$	82,376
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work

Todd Alton - Project Manager II, Public Projects, CSX Transportation, Atlanta, GA

Estimated prepared by: Crouch **Approved by:** *CTA* **CSXT Public Project Group**

DATE: 01/19/21 **REVISED:** 01/00/00 **DATE:** 01/19/21

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

February 11, 2021

To: Derek Hagerty, Metro Public Works

Re: Amendment Number 2 to Resolution Number RS2020-450
Planning Commission Mandatory Referral #2020M-015AG-003
Council District #23 – Thom Druffel, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to amend Resolution number RS2020-450 by amending the fourth recital by deleting it in its entirety and replacing it with the following: WHEREAS, the project estimate is $171,931.11 in which the total cost is to be split 10% Metro, or $17,193.11, and 90% for TDOT, or $154,738.00; and, By replacing the Exhibit A incorporated in third recital and Section 1, and replacing it with the attached Exhibit A (see attachment A for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

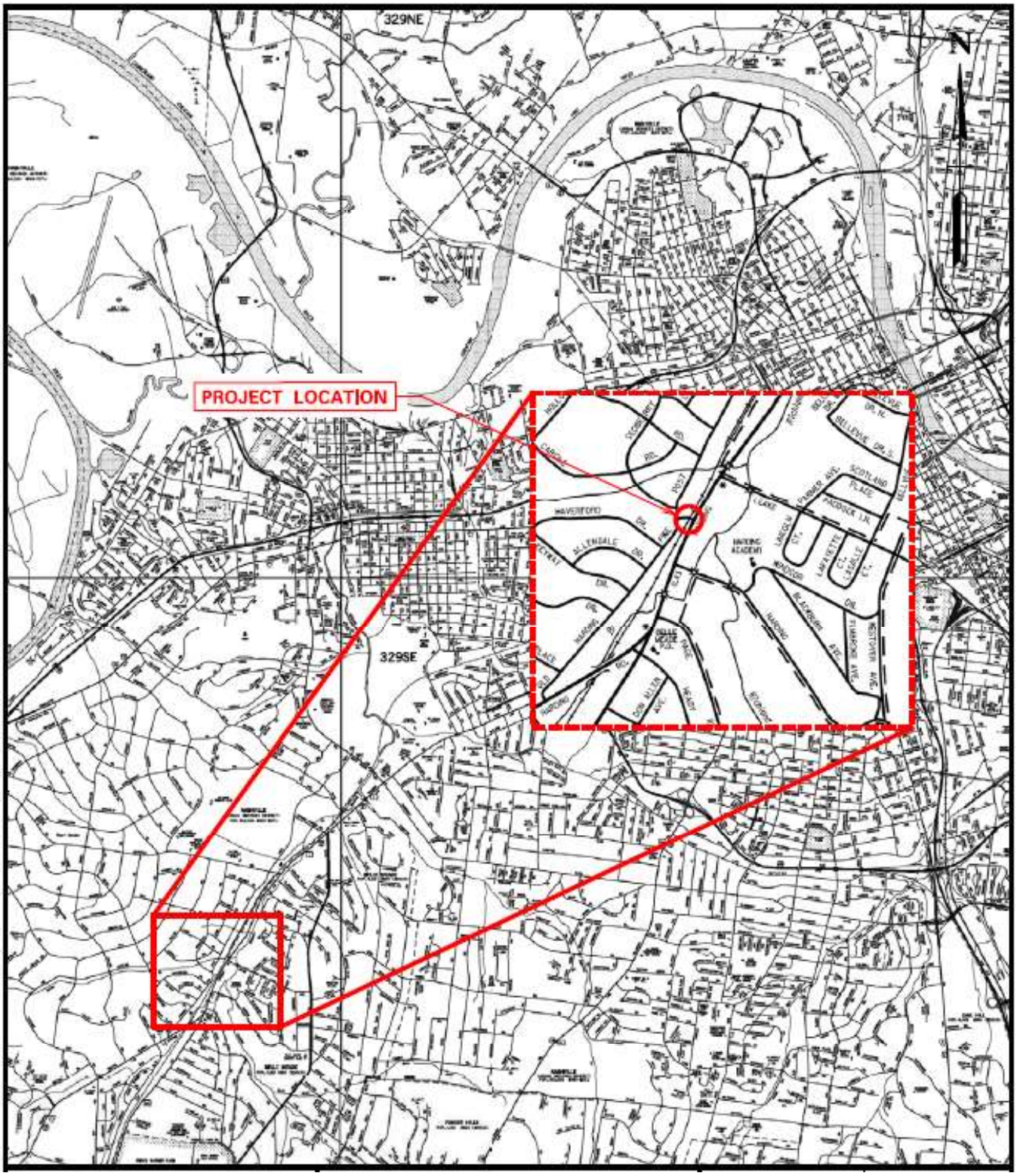
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: B1918C12-7A64-4360-A60E-47A7250B324C

Re: Amendment Number 2 to Resolution Number RS2020-450
Planning Commission Mandatory Referral #2020M-015AG-003
Council District #23 – Thom Druffel, Council Member

A request to amend Resolution number RS2020-450 by amending the fourth recital by deleting it in its entirety and replacing it with the following: WHEREAS, the project estimate is $171,931.11 in which the total cost is to be split 10% Metro, or $17,193.11, and 90% for TDOT, or $154,738.00; and, By replacing the Exhibit A incorporated in third recital and Section 1, and replacing it with the attached Exhibit A (see attachment A for details).



File #: RS2021-794, **Version:** 1

A resolution approving a Memorandum of Understanding to transfer solid waste disposal responsibilities from the Department of Public Works to the Department of Water and Sewerage Services along with the related operational activities, personnel, and equipment.

WHEREAS, it is desirable to create a Department of Transportation (DOT) within the Metropolitan Government, as growth has occurred in the Metropolitan area, and there needs to be a consolidation and alignment of efforts and investment that support building our future on the foundation of our history, as described throughout the Metro Nashville Transportation Plan, recently endorsed per Resolution No. RS2020-656; and,

WHEREAS, an experienced review of the organization to better align structures, processes, skills, roles, systems and tools was undertaken with our continued commitment to get the most from every tax dollar; and,

WHEREAS, currently, transportation activities are housed in multiple departments across the Metropolitan Government, and we require consistent organization and priority of effort essential to the performance of transportation infrastructure; and,

WHEREAS, a DOT would align the key functions of a modern transportation organization with development, delivery, operations, and asset management portfolios so that the key functions create the structure needed to provide best value to the residents and businesses of the Metropolitan Government; and,

WHEREAS, a DOT would create a structure for coordination, with partner departments and organizations such as WeGo and Parks, which would be well-suited to critical measurements of departmental performance that supports superior management and accountability; and,

WHEREAS, clear roles and responsibilities would enhance the DOT’s position in recruitment and development of existing talent; and,

WHEREAS, the transportation activities of the Metropolitan Government need an organizational framework and refreshed culture to support, encourage, align and continue the skill development of our existing talent, as well as to send a message to our vendors that the Metropolitan Government requires the sharpest minds and sharpest pencils (best solutions, best price) which will be achieved through a new DOT; and,

WHEREAS, since the majority of functions performed by the Department of Public Works are in some way transportation-related and appropriate for a DOT, transferring functions currently performed by the Department of Public Works that are not related to transportation away from that department would, in essence, leave a streamlined department that could function as a new DOT; and,

WHEREAS, pursuant to Metropolitan Charter § 8.402, MPW is responsible for ”the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same,” which has been interpreted to include all operations and services related to the disposal of solid waste and recycling provided by the Metropolitan Government, including refuse collections in the urban services district and refuse disposal in the general services district as contemplated in Section 1.05 of the Metropolitan Charter (the "Solid Waste Disposal Responsibilities"); and,

WHEREAS, there would be many advantages to transferring Solid Waste Disposal Responsibilities to MWS, particularly in terms of sustainability, since MWS has a demonstrated focus on sustainability efforts that include

stormwater initiatives; supporting the Soil and Water Conservation District; and Water/Sewer energy savings programs such as the reuse of biosolids gases and the installation of large-scale photovoltaic solar facilities; and,

WHEREAS, the current Division of Solid Waste's sustainability efforts for composting and recycling could gain from MWS' experience with anaerobic digestion and solids reduction, and thus could be better leveraged in a combined department; and,

WHEREAS, MWS could additionally provide the umbrella to explore creation of a Solid Waste enterprise fund since MWS is a long-standing enterprise fund for water and sewer service and has demonstrated experience in providing both to the individual customer as well as the community as a whole; and,

WHEREAS, since MWS recently went through the process of creating an enterprise fund for the management of Stormwater, which involved evaluating cost of service, engaging stakeholders, and studying long-term organizational implications; and,

WHEREAS, from a practical standpoint, MWS has a support system in place that aligns with the Solid Waste Disposal Responsibilities such as a call center, a fleet management program (working with the Office of Fleet Management), external daily customer interactions, and administrative support (Human Resources/Finance/Information Technology); and,

WHEREAS, section 5.04.065 of the Metropolitan Code provides in pertinent part:

> Any department, board, commission or agency of the metropolitan government allocating funds, services, property, or equipment valued in excess of five hundred thousand dollars to another department, board, commission, or agency of the metropolitan government shall enter a formal memorandum of understanding, to be submitted to the department of finance, which must be approved by resolution adopted by the metropolitan council by twenty-one affirmative votes.

WHEREAS, pursuant to the terms of the attached Memorandum of Understanding (MOU), the parties involved have proposed that the public interest will best be served by placing the personnel and operational activities relating to solid waste disposal and recycling within the Metropolitan Department of Water and Sewerage Services (MWS); and,

WHEREAS, it is proposed that certain related funding and equipment be transferred from MPW to MWS in accordance with the attached MOU, and that funding and equipment would be valued in excess of five hundred thousand dollars.

NOW, THEREFORE, LET IT BE RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Memorandum of Understanding attached as Exhibit A hereto is hereby approved and the Metropolitan Mayor is hereby authorized to execute same.

Section 2. That this resolution shall go into effect from and after its adoption, the public welfare requiring it.

Analysis

This resolution approves a memorandum of understanding (MOU) between Metro Public Works (PW) and Metro Water Services (MWS) to transfer the personnel and operational activities relate to solid waste disposal from PW to MWS. Section 8.402 of the Metro Charter provides that PW is responsible for "the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same." Thus, all operations related to the collection and disposal of solid waste and recycling have always resided with PW.

The administration is proposing the transfer of the operations to MWS as an initial step toward the creation of a Metro Department of Transportation to consolidate various transportation functions from other departments into one department. Since most transportation-related functions are currently part of PW, the MOU notes that it is appropriate that non-transportation functions be transferred out of the department. The resolution and MOU recitals identify the advantages for transferring the solid waste functions to MWS in terms of sustainability efforts and to facilitate the possible creation of a solid waste enterprise fund, though it is unclear how such an enterprise fund would function since, unlike the stormwater division of MWS, the solid waste division operates primarily on general fund tax dollars, not customer/user fees. The MOU also notes that MWS already has a support system, such as a call center, a fleet management program, and administrative support.

Pursuant to this MOU, after July 1, 2021, all PW solid waste disposal employees and equipment would be transferred under the administration of MWS. The agreement also provides for the transfer of all funds associated with this function. MWS would be required to keep separate accounting records pertaining to the solid waste disposal responsibilities. MWS would take over the enforcement of all federal, state, and local solid waste disposal and recycling rules and regulations that PW is currently responsible for enforcing. The MOU provides that MWS would also be required to comply with all regulatory requirements associated with solid waste disposal, such as reporting requirements and maintaining closed landfills. MWS would be required to submit an annual report to PW about the solid waste disposal activities and funds expended, as well as planned future capital projects.

Section 5.04.065 of the Metropolitan Code provides that the transfer of any funds, equipment, services, or property valued in exceed of $500,000 from one department to another must be pursuant to an MOU approved by resolution adopted by the Council with 21 affirmative votes.

The Council Office would note that it is questionable whether such transfer of the solid waste functions from PW to MWS through an MOU is consistent with the Metro Charter. As noted above, Section 8.402 of the Charter provides that PW shall be responsible for “the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same.” Section 2.01(36) of the Metro Charter provides that “when any power is vested by this Charter in a specific officer, board, commission or other agency, the same shall be deemed to have exclusive jurisdiction within the particular field.” Finally, while Section 1.05 of the Charter provides that the Council can declare certain services prescribed by the Charter to be obsolete by ordinance, there is nothing pertaining to the transfer of functions to other departments.

That being said, the transfer of functions between these two departments is not unprecedented. In 2002, the stormwater division was transferred from PW to MWS by MOU. But there was a subsequent ordinance and eventually a Charter amendment to officially make the transfer. The Council Office recommends that the transfer of the solid waste functions from PW to MWS be included as part of a future Charter amendment resolution considered by the Council.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2021, by and between The Metropolitan Department of Water and Sewerage Services ("MWS") and The Metropolitan Department of Public Works ("MPW"), but shall have an effective date of July 1, 2021.

WITNESSETH

WHEREAS, it is desirable to create a Department of Transportation (DOT) within the Metropolitan Government, as growth has occurred in the Metropolitan area, and there needs to be a consolidation and alignment of efforts and investment that support building our future on the foundation of our history, as described throughout the Metro Nashville Transportation Plan, recently endorsed per Resolution No. RS2020-656; and,

WHEREAS, an experienced review of the organization to better align structures, processes, skills, roles, systems and tools was undertaken with our continued commitment to get the most from every tax dollar; and,

WHEREAS, currently, transportation activities are housed in multiple departments across the Metropolitan Government, and we require consistent organization and priority of effort essential to the performance of transportation infrastructure; and,

WHEREAS, a DOT would align the key functions of a modern transportation organization with development, delivery, operations, and asset management portfolios so that the key functions create the structure needed to provide best value to the residents and businesses of the Metropolitan Government; and,

WHEREAS, a DOT would create a structure for coordination, with partner departments and organizations such as WeGo and Parks, which would be well-suited to critical measurements of departmental performance that supports superior management and accountability; and,

WHEREAS, clear roles and responsibilities would enhance the DOT's position in recruitment and development of existing talent; and,

WHEREAS, the transportation activities of the Metropolitan Government need an organizational framework and refreshed culture to support, encourage, align and continue the skill development of our existing talent, and to send a message to our vendors that the Metropolitan Government requires the sharpest minds and sharpest pencils (best solutions, best price) which will be achieved through a new DOT; and,

WHEREAS, since the majority of functions performed by the Department of Public Works are in some way transportation-related and appropriate for a DOT, transferring functions currently performed by the Department of Public Works that are not related to transportation away from that department would, in essence, leave a streamlined department that could function as a new DOT; and,

WHEREAS, pursuant to Metropolitan Charter § 8.402, MPW is responsible for "the collection and disposal of garbage and other refuse, and maintenance and operation of facilities for the disposal of same," which has been interpreted to include all operations and services related to the disposal of solid waste and recycling provided by the Metropolitan Government, including refuse collections in the

urban services district and refuse disposal in the general services district as contemplated in Section 1.05 of the Metropolitan Charter (the "Solid Waste Disposal Responsibilities"); and,

WHEREAS, there would be many advantages to transferring Solid Waste Disposal Responsibilities to MWS, particularly in terms of sustainability, since MWS has a demonstrated focus on sustainability efforts that include stormwater initiatives; supporting the Soil and Water Conservation District; and Water/Sewer energy savings programs such as the reuse of biosolids gases and the installation of large-scale photovoltaic solar facilities; and,

WHEREAS, the current Division of Solid Waste's sustainability efforts for composting and recycling could gain from MWS' experience with anaerobic digestion and solids reduction, and thus could be better leveraged in a combined department; and,

WHEREAS, MWS could additionally provide the umbrella to explore creation of a Solid Waste enterprise fund since MWS is a long-standing enterprise fund for water and sewer service and has demonstrated experience in providing both to the individual customer as well as the community as a whole; and,

WHEREAS, since MWS recently went through the process of creating an enterprise fund for the management of Stormwater, which involved evaluating cost of service, engaging stakeholders, and studying long-term organizational implications; and,

WHEREAS, from a practical standpoint, MWS has a support system in place that aligns with the Solid Waste Disposal Responsibilities such as a call center, a fleet management program (working with the Office of Fleet Management), external daily customer interactions, and administrative support (Human Resources/Finance/Information Technology); and,

WHEREAS, pursuant to the terms of this instrument, the parties have proposed that the public interest will best be served by placing the personnel and operational activities relating to the Solid Waste Disposal Responsibilities with MWS.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The term of this memorandum shall be indefinite. Either party may terminate this memorandum with written notice delivered to the director of the other department to be effective not sooner than 90 days after delivery.

2. After July 1, 2021, all MPW personnel (the "Solid Waste Disposal Employees") currently involved in activities relating to the Solid Waste Disposal Responsibilities shall, together with their materials and equipment relating to such activities, transfer to offices under the administration of MWS.

3. After their transfer to MWS, the Solid Waste Disposal Employees shall become employees of MWS and shall abide by and be subject to the employment rules and regulations that apply to MWS employees and further shall be subject to the supervision and direction of the MWS director or others he may designate.

4. After the effective date of this memorandum, Solid Waste Disposal Employees or others that may be assigned to such work by the MWS director shall carry out the Solid Waste Disposal Responsibilities.

5. MWS shall keep separate accounting records pertaining to the Solid Waste Disposal Responsibilities andshall provide copies of such records to the MPW director annually, or more frequently, if requested.

6. MWS shall recommend to and coordinate with the MPW director in seeking approval for necessary amendments to solid waste disposal management and recycling rules and regulations that MPW is responsible for enforcing under federal, state or local law. Further, MWS shall enforce such solid waste disposal management and recycling rules and regulations on behalf of MPW. The MPW director shall assist MWS in its enforcement activities, including participating in enforcement proceedings as necessary.

7. MWS shall comply with regulatory requirements and obligations such as reporting, paying fees, and ensuring regulatory compliance obligations are met relating to permits that have been issued for the Solid Waste Disposal Responsibilities by other governmental entities, such as for Metropolitan Government landfills in post-closure status, will staff the Solid Waste Region Board, and assist it in meeting its responsibilities, and will coordinate with the MPW director to ensure all of these requirements are met.

8. MWS shall apply for the same grant opportunities relating to Solid Waste Disposal Responsibilities that MPW has applied for in the past and make every effort to maintain the Metropolitan Government's eligibility for these grants so long as they remain available and applicable, as well as looking out for new grant opportunities that may manifest in future.

9. Yearly on the anniversary of the effective date of this memorandum, MWS shall submit to the MPW director a detailed report of activities undertaken and funds expended in connection with the Solid Waste Disposal Responsibilities during the preceding year. The report shall also detail projects expected to be proposed in the following year's Capital Improvements Budget, together with estimated budgets and proposed sources of funding. MPW shall review and consult on this report prior to MWS submitting that portion of the Capital Improvements Budget relating to the Solid Waste Disposal Responsibilities for approval by the Metropolitan Council.

10. Quarterly during the term of this memorandum, one or more MWS employees designated by the MWS director and one or more MPW employees designated by the MPW director shall meet to discuss the status of projects undertaken and funds expended in connection with the Solid Waste Disposal Responsibilities. Reports of such meetings shall be developed and delivered to both directors, who shall confer as necessary to resolve problems arising in connection with the subject of this memorandum.

11. To the extent the MPW director is required to attend meetings, generate reports or make presentations relating to the Solid Waste Disposal Responsibilities, the MWS director or his designee shall attend such meetings, generate such reports or make such presentations.

12. Funds appropriated by the Metropolitan Council or otherwise made available for carrying out the Solid Waste Disposal Responsibilities shall be assigned as necessary to MWS. The parties agree to execute such instruments as may be necessary to effect the provisions of this paragraph.

13. In the event this memorandum is terminated for any reason, the employees then involved in activities relating to the Solid Waste Disposal Responsibilities shall, together with their materials and equipment relating to such activities, transfer to offices under the administration of MPW, become employees of MPW, abide by and be subject to the employment rules and regulations that apply to MPW employees and subject to the supervision and direction of the MPW director or others she may designate.

14. Nothing in this memorandum shall be construed as a transfer of or a limitation on the authority of MPW to issue permits for the construction of streets, roads, and sidewalks. The parties shall cooperate in the development of procedures governing the plan review and approval process to assure the Solid Waste Responsibilities and other functions contemplated by the Metropolitan Code and Charter are performed.

15. The parties recognize the likelihood that unanticipated problems may arise during the term of this memorandum and agree to work cooperatively to resolve such problems for the benefit of the Metropolitan Government.

16. The responsibilities established in this memorandum may not be assigned.

Metropolitan Department of Water and Sewerage Services

Recommended by:

Scott Potter, Director

Approved:

Theresa Costonis

Assistant Metropolitan Attorney

Metropolitan Department of Public Works

Recommended by:

Shanna Whitelaw, Interim Director

Approved:

John Cooper, Mayor

Approved:

Kevin Crumbo, Director of Finance

Filed with the Metropolitan Clerk:

Elizabeth Waites, Metropolitan Clerk

Date:_____

File #: RS2021-795, **Version:** 1

A resolution authorizing Parking Management Company LLC to construct and install an aerial encroachment at 207 7th Avenue North. (Proposal No.2020M-037EN-001).

WHEREAS, Parking Management Company LLC, plans to construct, install and maintain an aerial encroachment, under Proposal No. 2020M-037EN-001, at 207 7th Avenue North; and,

WHEREAS, Proposal No. 2020M-037EN-001 is comprised of a 172in x 54in projection sign on the front of a parking structure encroaching the public right-of-way on property located at 207 7th Avenue North; and,

WHEREAS, Parking Management Company LLC has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said aerial encroachment; and,

WHEREAS, Metropolitan Code of Laws § 13.16.030(A) allows the Council of The Metropolitan Government of Nashville and Davidson County to grant encroachments, permits, or privileges to construct, maintain and/or operate aerial cables, canopies, etc., over and/or across sidewalks and public rights-of-way by Resolution adopted by twenty-one (21) affirmative votes.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached encroachment agreement, Parking Management Company LLC is hereby granted the privilege to construct and maintain said aerial encroachment in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Resolution.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said aerial encroachment shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Parking Management Company LLC.

Section 3. That plans and specifications for said aerial encroachment shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by Parking Management Company LLC.

Section 4. That construction and maintenance of said aerial encroachment shall be under the direction, supervision, and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Resolution confers upon Parking Management Company LLC, a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this

Resolution, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by said Metropolitan Government, Parking Management Company LLC, its successors and assigns, shall remove said aerial encroach at their own expense.

Section 6. Parking Management Company LLC shall pay all costs incident to the construction, installation, operation and maintenance of said aerial encroachment and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with said construction, installation, operation and maintenance of said aerial encroachment and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers Parking Management Company LLC shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition which it was in prior to the installation of said aerial encroachment, and for any street closure.

Section 7. That the authority granted to Parking Management Company LLC as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. Parking Management Company LLC shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least three million ($3,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said aerial encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Parking Management Company LLC of all provisions of this Resolution shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Resolution shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Metropolitan Clerk and the Department of Public Works.

Section 11. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution authorizes Parking Management Company LLC to install and maintain an aerial encroachment comprised of a 172in x 54in projection sign on the front of a parking structure encroaching the public right-of-way on property located at 207 7th Avenue North. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the sign, and is required to post a certificate of public liability insurance in the amount of $3,000,000 with the Metropolitan Clerk naming the

Metropolitan Government as an insured party.

This encroachment has been approved by the Planning Commission.



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Scott Insurance - Nashville
5700 Tower Circle, Ste 220
Franklin TN 37067

CONTACT NAME: Rachel Franklin
PHONE: 615-224-2690
FAX: 434-455-9356
E-MAIL ADDRESS: rfranklin@scottins.com

INSURERS AFFORDING COVERAGE — NAIC #
INSURER A: Utica Mutual Fire Insurance Company (A) — 20035
INSURER B: LM Insurance Corporation (A) — 33600
INSURER C: First Liberty Insurance Corporation (A) — 33588
INSURER D: Employers Insurance Company of Wausau (A) — 21458
INSURER E: Lloyd's of London
INSURER F: GuideOne Mutual Insurance Company (A) — 15032

INSURED
Parking Management Company LLC
306 42nd Ave N
Nashville TN 37209

COVERAGES — CERTIFICATE NUMBER: 1557883984 — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR			TGO-291-[illegible]-030	5/1/2020	5/1/2021	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 300,000 MED EXP (Any one person) $ 5,000 PERSONAL & ADV INJURY $ 1,000,000 GENERAL AGGREGATE $ 3,000,000 PRODUCTS - COMP/OP AGG $ 3,000,000
	GEN'L AGGR LIMIT APPLIES PER: POLICY [ ] PRO JECT [X] LOC OTHER:						$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			AS3-291-[illegible]-019	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $			30001460-00	5/1/2020	5/1/2021	EACH OCCURRENCE $ 3,000,000 AGGREGATE $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N [N] N/A			WCA-291-[illegible]-020	5/1/2020	5/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ 1,000,000 E.L. DISEASE - EA EMPLOYEE $ 1,000,000 E.L. DISEASE - POLICY LIMIT $ 1,000,000
D	Crime Cyber Liability	N		YCC-291-[illegible]-020 H15-[illegible]-20	5/1/2020 5/1/2020	5/1/2021 5/1/2021	Client Property $1,000,000 Each Claim/Aggregate $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
$1,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - AR, AZ, CO, IA, IL, IN, KY, LA, MI, MO, NE, OH, PA, TX, VT, WI, WV
$1,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - OK
$1,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - TN
$2,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - GA
$2,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - AL, DC
$3,000,000 Cash/Primary Garage Keepers Ded $5,000/$25,000; Collision Ded $5,000 - VA
$5,000,000 GKLL Comprehensive Ded $5,000/$25,000; Collision Ded $5,000 - FL, NC, SC

See Attached ...

CERTIFICATE HOLDER

The Metropolitan Government of
Nashville and Davidson County
Metro Legal & Claims
C/O Insurance and Safety Division
222 3rd Avenue North, Ste #501
Nashville TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Karen Jones

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LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, PARKING MANAGEMENT COMPANY LLC., in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 5/19/20

Authorized Signatory for 615 HCF LLC
(Owner of Property)

207 7th Avenue North
(Address of Property)

Nashville TN 37219
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 19 day of MAY, 2020

(NOTARY PUBLIC)

WILLIAM ANDERSON LITTLE
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 11-8-2022

My Commission Expires: 11/08/2022

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-796, **Version:** 1

A resolution authorizing The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, hereinafter called the “Licensee,” to enter into a Facility Encroachment Agreement with CSX TRANSPORTATION, INC. hereinafter called “Licensor” to construct, use and maintain water main in the railroad right-of-way at Division Street, south of 7th Avenue South in Davidson County, (Project No. 20-WG-070 and Proposal No. 2021M-008AG-001).

WHEREAS, Licensee desires to construct, or cause to be constructed, use and maintain, one 36 inch diameter sub-grade pipeline solely for the conveyance of potable water over, under, or across property owned or controlled by Licensor, pursuant to the terms of the Facility Encroachment Agreement (CSX915111), attached hereto in substantial form as Exhibit 1; and,

WHEREAS, Ordinance No. O98-1393 authorized The Metropolitan Government of Nashville and Davidson County to enter these types of agreements with CSX for water and sewer line construction by resolution; and,

WHEREAS, Licensee shall pay Licensor a one-time nonrefundable License and Insurance Fee of Twenty-two Thousand Four Hundred and 00/100 Dollars ($22,400.00) upon execution of this contract; and,

WHEREAS, approval of this agreement will benefit the citizens of The Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Facility Encroachment Agreement, attached hereto in substantial form as Exhibit 1 and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves a facility encroachment agreement between CSX Transportation and Metro Water Services (MWS) for the installation of a 36” pipe below the CSX right-of-way between Oak Street and Kayne Avenue. MWS will be required to make a one time license fee payment of $10,200 to CSX for the encroachment, plus a $6,200 insurance fee and a $6,000 review fee, for a total fee $22,400.

This resolution has been approved by the planning commission.

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, Made and effective as of _____, 2021, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and NASHVILLE AND DAVIDSON COUNTY METRO WATER SERVICES OF THE METROPOLITAN GOVERNMENT, a municipality corporation, political subdivision or state agency, under the laws of the State of Tennessee, whose mailing address is 1600 2nd Ave. N, Nashville, Tennessee 37208, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) thirty-six inch (36") diameter sub-grade pipeline crossing, solely for the conveyance of potable water, located at or near Nashville, Davidson County, Tennessee, Nashville Zone Division, Nashville Terminal Subdivision, Valuation Station 55+90, Milepost 000-187.2, Latitude N36:08:58.00, Longitude W86:46:31.90;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes, including but not limited to Licensor's track(s) structure(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus, or any appurtenances thereto ("Licensor's Facilities") and any other facilities as now exist or which may in the future be located in,upon, over, under or across the property;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee and its agent or contractor (“Licensee’s Contractor”) with the terms and conditions herein contained;

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does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensor.

1.4 The term Licensor Facilities, as used herein shall include Licensor's track(s) structures(s), power lines, communication, signal or other wires, train control system, cellular or data towers, or electrical or electronic apparatus other property, or any appurtenances thereto and any other facilities as now exist or which may in the future be located in, upon, over, under or across the property.

2. ENCROACHMENT FEE; TERM:

2.1 Licensee shall pay Licensor a one-time nonrefundable Encroachment Fee of TEN THOUSAND TWO HUNDRED AND 00/100 U.S. DOLLARS ($10,200.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensor's current administrative and document preparation fees for the cost incurred by Licensor in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensor), any additional annual taxes and/or periodic assessments levied against Licensor or Licensor's property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensor shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part. Licensee agrees it shall not assess Licensor any stormwater or drainage fee associated with such Facilities. Furthermore, Licensee shall be responsible for any stormwater or drainage fees assessed by any County or State agency managing such systems.

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3. CONSTRUCTION, MAINTENANCE AND REPAIRS:

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensor (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives on or adjacent to Licensor’s property of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

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3.10 In the event it becomes necessary for the Licensee to deviate from the approved Exhibit, Licensee shall seek prior approval from Licensor, or when applicable, an official field representative of Licensor permitted to approve changes, authorizing the necessary field changes and Licensee shall provide Licensor with complete As-Built Drawings of the completed work. As-Built Drawings shall be submitted to Licensor in either electronic or hard copy form upon the substantial completion of the project and upon Licensor's request.

3.11 In the event of large scale maintenance/construction work to railroad bridges Licensee is required to protect power lines with insulated covers or comparable safety devices at their costs during construction/maintenance for safety of railroad employees.

4. PERMITS, LICENSES:

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

5. MARKING AND SUPPORT:

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

(B) backfill with satisfactory material and thoroughly tamp all trenches to prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

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(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

6. TRACK CHANGES:

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

7. FACILITY CHANGES:

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

8. INTERFERENCE WITH RAIL FACILITIES:

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's Facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of Licensor’s Facilities; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon

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Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

9. RISK, LIABILITY, INDEMNITY:

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to assume any and all liability, loss, claim, suit, damage, charge or expense for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor.

9.2 Licensee’s Contractor shall hereby agree to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whosoever, arising out of resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence, operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee’s liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.3 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof including electrical field creation, fire or derailment resulting from rail operations.

9.4 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or

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resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.5 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.6 INTENTIONALLY OMITTED.

9.7 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.8 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall provide a certificate of insurance evidencing self-insurance. In addition, Licensee’s Contractor shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00).

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00)in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement and naming Licensor, and/or its designee, as additional insured. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to RenewalCOI@csx.com.

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(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS ($1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence naming Licensor, and/or its designee, as additional insured.

(iv) The insurance policies must contain a waiver of subrogation against CSXT and its Affiliates, except where prohibited by law. All insurance companies must be A. M. Best rated A- and Class VII or better.

(v) Such other insurance as Licensor may reasonably require.

(vi) Licensee shall require its contractors to meet minimum insurance requirements above when performing work in relation to this agreement. Licensee will procure and review contractor's insurance certificates to confirm requirements are met. Licensor may request a copy of the insurance certificate.

10.2 If Licensee's Contractor's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee's Contractor. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 To the extent permitted by law and without waiver of the sovereign immunity of Licensee, securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensor; and (b) require Licensee's Contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensor,

i) Railroad Protective Liability (RPL) Insurance, naming Licensor, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 04 13) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS ($5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS ($10,000,000.00) aggregate limit per annual policy period. The original of such RPL policy shall be sent to and approved by Licensor prior to commencement of such construction or demolition. Licensor reserves the right to demand higher limits.

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ii) The CGL policy shall include endorsement ISO CG 24 17 and the Auto Liability Policy shall include endorsement ISO CA 20 70 evidencing that coverage is provided for work within 50 feet of a railroad. If such endorsements are not included, RPL insurance must be provided.

(B) At Licensor's option, in lieu of purchasing RPL insurance or the 50 foot endorsements from an insurance company (but not CGL insurance), Licensee may pay Licensor, at Licensor's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensor's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensor's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

11. GRADE CROSSINGS; PROTECTION SERVICES:

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensor.

11.2 If Licensor deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, or field construction managers for protection of operations of Licensor or others on Licensor's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensor shall have the right to do so at the expense of Licensee, but Licensor shall not be liable for failure to do so.

12. LICENSOR'S COSTS:

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or changes to Licensor’s Facilities shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

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13. DEFAULT, BREACH, WAIVER:

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

14. TERMINATION, REMOVAL:

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing <u>any</u> work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall submit online via the CSX Property Portal from Licensor's web site, via web link:
https://propertyportal.csx.com/pub_ps_res/ps_res/jsf/public/index.faces

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b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 615-566-3355.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

17. TITLE:

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title

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for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the

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Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

18. GENERAL PROVISIONS:

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to

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Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Within thirty (30) days of an overpayment in a cumulative total amount of One Hundred Dollars ($100.00) or more by Licensee to Licensor, Licensee shall notify Licensor in writing with documentation evidencing such overpayment. Licensor shall refund the actual amount of Licensee's overpayment within 120 days of Licensor's verification of such overpayment.

18.10 This Agreement may be executed in any number of counterparts, and such counterparts may be exchanged by electronic transmission. Upon execution by the parties hereto, each counterpart shall be deemed an original and together shall constitute one and the same instrument. A fully executed copy of this Agreement by electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

19. CONTRACTOR'S ACCEPTANCE:

19.1 Licensee shall observe and abide by, and shall require Licensee's Contractors to observe and abide by the terms, conditions and provisions set forth in this Agreement. Prior to any commencement of work under this Agreement by Licensee's Contractor, Licensee shall require Licensee's Contractor to execute and deliver to Licensor the Contractor Acceptance form attached hereto as Schedule A to acknowledge Licensee's Contractor's agreement to observe and abide by terms and conditions of the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate (each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION, INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee:

_____

METRO WATER SERVICES

By: DocuSigned by: Scott Potter 994E7D0AE02B458...

Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement.

Print/Type Name: Scott Potter

Print/Type Title: Director, Water and Sewerage Services

Tax ID No.: 2-620964743-014-4

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

Schedule "A"

CONTRACTOR'S ACCEPTANCE

This Amendment is and shall be a part of Agreement No. CSX915111, and is incorporated therein.

To and for the benefit of CSX TRANSPORTATION, Inc. (Licensor") and to induce Licensor to permit Contractor on or about Licensor's property for the purposed of performing work in accordance with the Agreement dated _____, 2021, between Licensee and Licensor, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Sections 3, 9, 10 of the Agreement.

Witness for Licensor:

_____

CSX TRANSPORTATION INC.

By:_____

Print/Type Name:_____

Print/Type Title:_____

Witness for Licensee's Contractor

_____

_____
LICENSEE'S CONTRACTOR

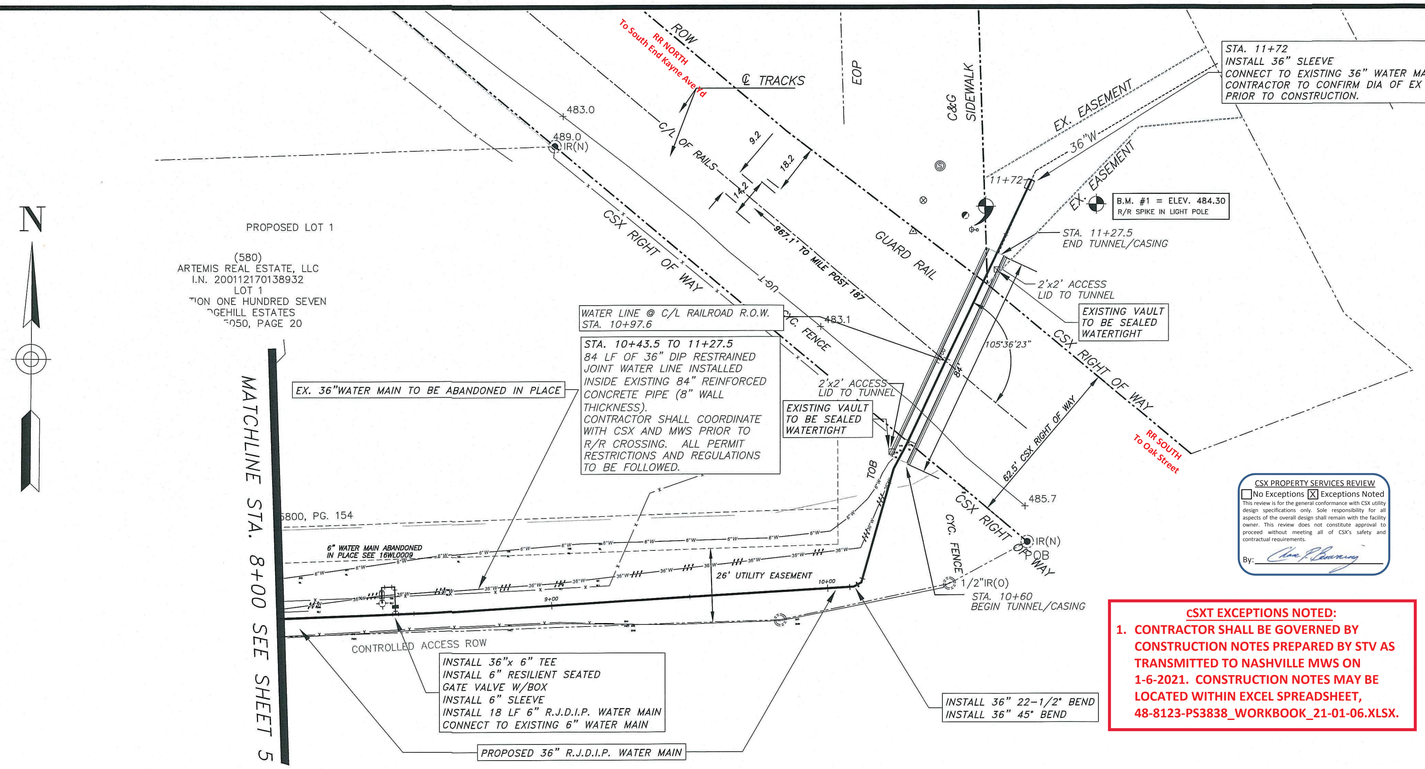
By: _____
Who, by the execution hereof, affirms that he/she has the authority to do so and to bind the Licensee has the authority to do so and to bind the Licensee to the terms and conditions of this Agreement

NAME: _____

TITLE: _____

DATE: _____

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

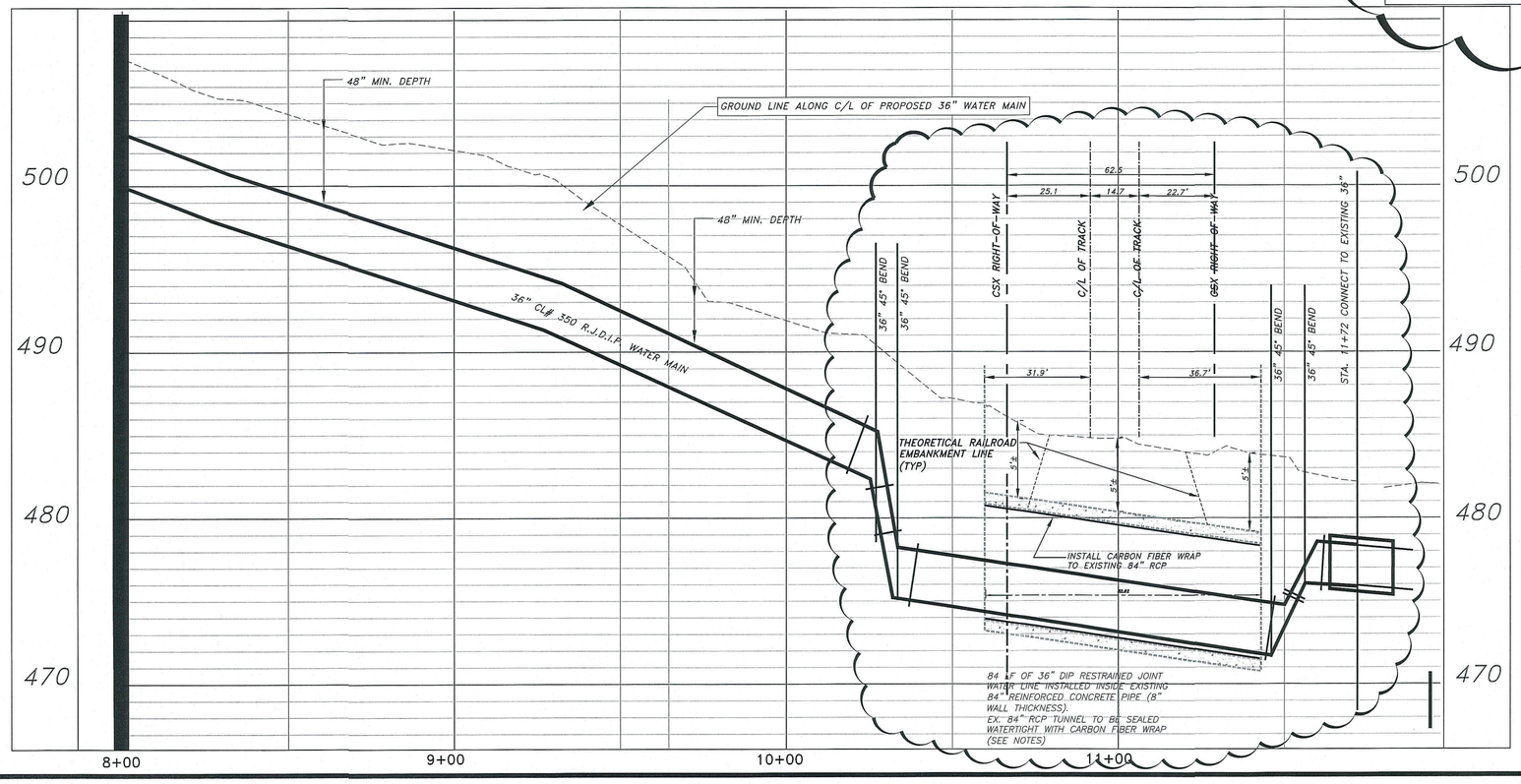


cSXT EXCEPTIONS NOTED:

1. **CONTRACTOR SHALL BE GOVERNED BY CONSTRUCTION NOTES PREPARED BY STV AS TRANSMITTED TO NASHVILLE MWS ON 1-6-2021. CONSTRUCTION NOTES MAY BE LOCATED WITHIN EXCEL SPREADSHEET, 48-8123-PS3838_WORKBOOK_21-01-06.XLSX.**

NOTES:

1. CONTRACTOR SHALL FILL ALL WATER MAINS GREATER THAN 2-INCH TO BE ABANDONED WITH FLOWABLE FILL AND PLUG THE ENDS OF SAID WATER MAIN UPON COMPLETION.
2. CONTRACTOR SHALL VERIFY ALL WATER SERVICE LINE SIZES AND REPLACE LEAD, GALVANIZED AND DAMAGED COPPER SERVICE LINES FROM WATER MAIN TO METER AS REQUIRED.
3. ALL SERVICE LINES CONNECTED TO EXISTING ABANDONED WATER MAIN TO BE CONNECTED TO THE PROPOSED WATER MAIN.
4. EXISTING 36" WATER MAIN IN TUNNEL UNDER CSX RAILROAD MAY ONLY BE TAKEN OUT OF SERVICE FOR A MAXIMUM OF 4 CONSECUTIVE DAYS AND CONTRACTOR MUST GIVE MWS NOTICE A WEEK IN ADVANCE.
5. ALL WORK WITHIN CSX ROW SHALL BE COORDINATED WITH ALL APPLICABLE JURISDICTIONS.
6. CONTRACTOR SHALL BE REQUIRED TO SUBMIT DOCUMENTATION TO CSX CONSTRUCTION MANAGEMENT PRIOR TO CONSTRUCTION. CONTRACTOR TO COORDINATE FLAGMEN WITH CSX AND THEIR INSPECTION GROUP STV AS NECESSARY. MWS SHALL BE NOTIFIED OF ANY AND ALL FEES AND REQUIREMENTS CSX AND STV REQUIRE.
7. IF DURING CONSTRUCTION THE EXISTING CONCRETE CRADLES IN THE BOTTOM OF THE EXISTING 84" RCP TUNNEL ARE DAMAGED, THEY SHALL BE REPAIRED AND APPROVED BY A MWS REPRESENTATIVE PRIOR TO LAYING THE NEW 36" WATER MAIN.
8. EXISTING 84" RCP TUNNEL SHALL BE SEALED WATERTIGHT. THIS SHALL INCLUDE BUT NOT BE LIMITED TO GROUT SEALING ALL JOINTS WITHIN THE 84" RCP TUNNEL, ESPECIALLY THE JOINTS NEAR THE SOUTHWEST END OF THE TUNNEL AS NOTED BY GEOTEK IN THE INSPECTION REPORT.
9. EXISTING PIPE HANGERS FROM 6" WATER MAIN ALONG THE TOP OF THE 84" RCP TUNNEL SHALL BE REMOVED AS WELL AS THE EXISTING 6" MAIN. EXISTING MAIN WAS PREVIOUSLY CUT AND CAPPED OUTSIDE OF THE RAILROAD ROW. BOTH EXISTING VAULTS SHALL BE SEALED WATER TIGHT WHERE 6" MAIN PENETRATED THE VAULT WALL AS WELL AS PIPE HANGER HOLES SEALED WATERTIGHT WITHIN THE TUNNEL.
10. EXISTING 84"RCP TUNNEL, BOTH ACCESS VAULTS, AND PIPE HANGER OPENINGS SHALL BE SEALED WATERTIGHT TO PREVENT GROUNDWATER INFILTRATION AND PROVIDE STRUCTURAL SUPPORT. THIS SHALL INCLUDE A CARBON FIBER WRAP, SIMILAR TO STRONGPIPE® V-WRAP™ CARBON FIBER (CFRP) BY STRUCTURAL TECHNOLOGIES, TYFO® FIBRWAP® SYSTEM BY AEGION COMPANY, OR AN APPROVED EQUIVALENT. CARBON FIBER WRAP SHALL PROVIDE A LOW-PROFILE LAMINATE THAT BONDS TO THE INTERIOR OF THE EXISTING PIPE AND VAULTS; SHALL BE COMPRISED OF HIGH-STRENGTH CARBON FIBERS FULLY SATURATED IN A 2-PART 100% SOLIDS EPOXY MATRIX AT A MINIMUM; AND INCREASES BOTH THE HOOP AND AXIAL STRENGTHS OF PIPE SEGMENTS. CARBON FIBER WRAP SHALL BE NSF 61 CERTIFIED WITH CERTIFICATE PROVIDED TO MWS. ALL RELEVANT AWWA, ACI, ASTM, AND ICC STANDARDS AND RECOMMENDATIONS SHALL BE FOLLOWED AND REQUIRE THIRD-PARTY VERIFICATION OF CARBON FIBER STRENGTH AFTER CURING FROM THE CONTRACTOR BY A LICENSED PROFESSIONAL ENGINEER.



811 Know what's below. Call before you dig

CONTACT TENNESSEE ONE CALL CENTER (1-800-351-1111) FOR LOCATION OF BURIED FACILITIES PURSUANT TO TCA 65-31-101 THROUGH TCA 65-31-113; HOWEVER, THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE LOCATION OF ALL AFFECTED UNDERGROUND UTILITIES.

METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY
DEPARTMENT OF WATER & SEWERAGE SERVICES
ENGINEERING DIVISION – DESIGN

PLAN SHEET

DIVISION ST

36" WATER MAIN REPLACEMENT

DR.	CK.	REVISION DATES & DESCRIPTION
SAN	KMS	ORIGINAL DRAFT DATE 08/11/2020
SAN	KMS	12/02/2020
		ADDED NOTES 6-10
		REMOVED 72" TUNNEL LINER PLATE
		REVISED PROFILE NOTES AND DIMS.

KRISTIN M. SCHNELL — REGISTERED ENGINEER — AGRICULTURE COMMERCE — NO. 120431 — STATE OF TENNESSEE — 12-2-2020

PLAN SCALE: 0 20' 40' — SCALE: 1"= 20'

METRO WATER SERVICES

PROJECT NO.	SHEET NO.
20WG0070	6 OF 8

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

Account/Contract No. CSX915111
Tracking No. 1039371

Invoice

Date 01/07/2021

Customer

METRO WATER SERVICES
1600 SECOND AVENUE, NORTH
NASHVILLE, TN 37208

Please submit a copy of this statement with payment submission to the "Remit To" address shown below.

Fees-At-A-Glance

Amount Due in U.S. dollars	**$22,400.00**

Fees Summary

Review Fee	$6,000.00
Railroad Protective Liability (Only if RPL is not provided)	$6,200.00
Expedited Review Fee	
License Fee	$10,200.00
Sales Tax*	
Money on File	

*Florida Sales tax applies to the license fee

Total Current Fees in U.S. dollars **$22,400.00**

CSX Federal ID No. 54-6000720
CSX Canadian ID No. 105203095 RC 0001
CSX Quebec ID No. 1022434469 IC 0001

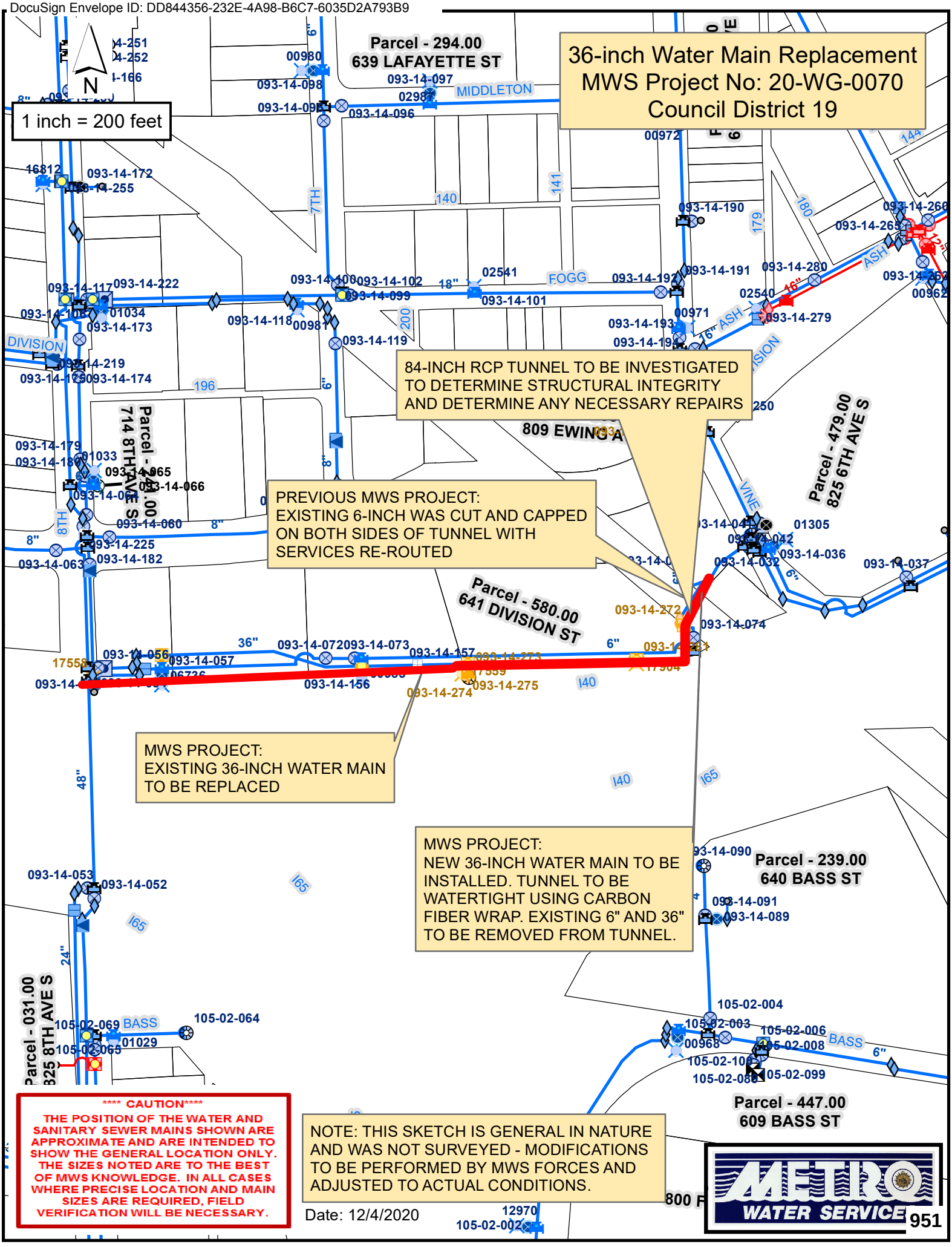
Please remit payment to:

Legal Address:
500 Water Street, J180
Jacksonville, FL 32202
Questions? Contact:

CSX Transportation, Inc.

Mailing Address:
500 Water Street, J180
Jacksonville, FL 32202
Anne_Jackson@csx.com
904.279.3953

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9



IN WITNESS WHEREOF, the parties hereto have executed this contract.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY DEPARTMENT OF WATER AND SEWERAGE SERVICES

RECOMMENDED BY:

DocuSigned by:
Scott Potter
894E7D0AE02B458...
Scott A. Potter, Director
Water and Sewerage Services

DATE: 2/16/2021

APPROVED AS TO THE AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/tlo
6ACD297069E14E9...
Kevin Crumbo, Director
Department of Finance

DATE: 2/16/2021

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Theresa Costonis
8516C576CF054B3...
Assistant Metropolitan Attorney

DATE: 2/16/2021

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

_____
John Cooper, Mayor

DATE:_____

ATTEST:

_____
Metropolitan Clerk
Elizabeth Waites

DATE:_____

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

February 11, 2021

To: Peggy Deaner, Metro Water Services

Re: Division Street CSX Facility Encroachment Agreement (CSX915111)
Planning Commission Mandatory Referral #2021M-008AG-001
Council District #19 – Freddie O'Connell, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a Facility Encroachment Agreement (CSX915111 and MWS proj. no. 20-WG-070) between CSX and Metro acting through the Department of Water and Sewerage Services (see sketch and agreement for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

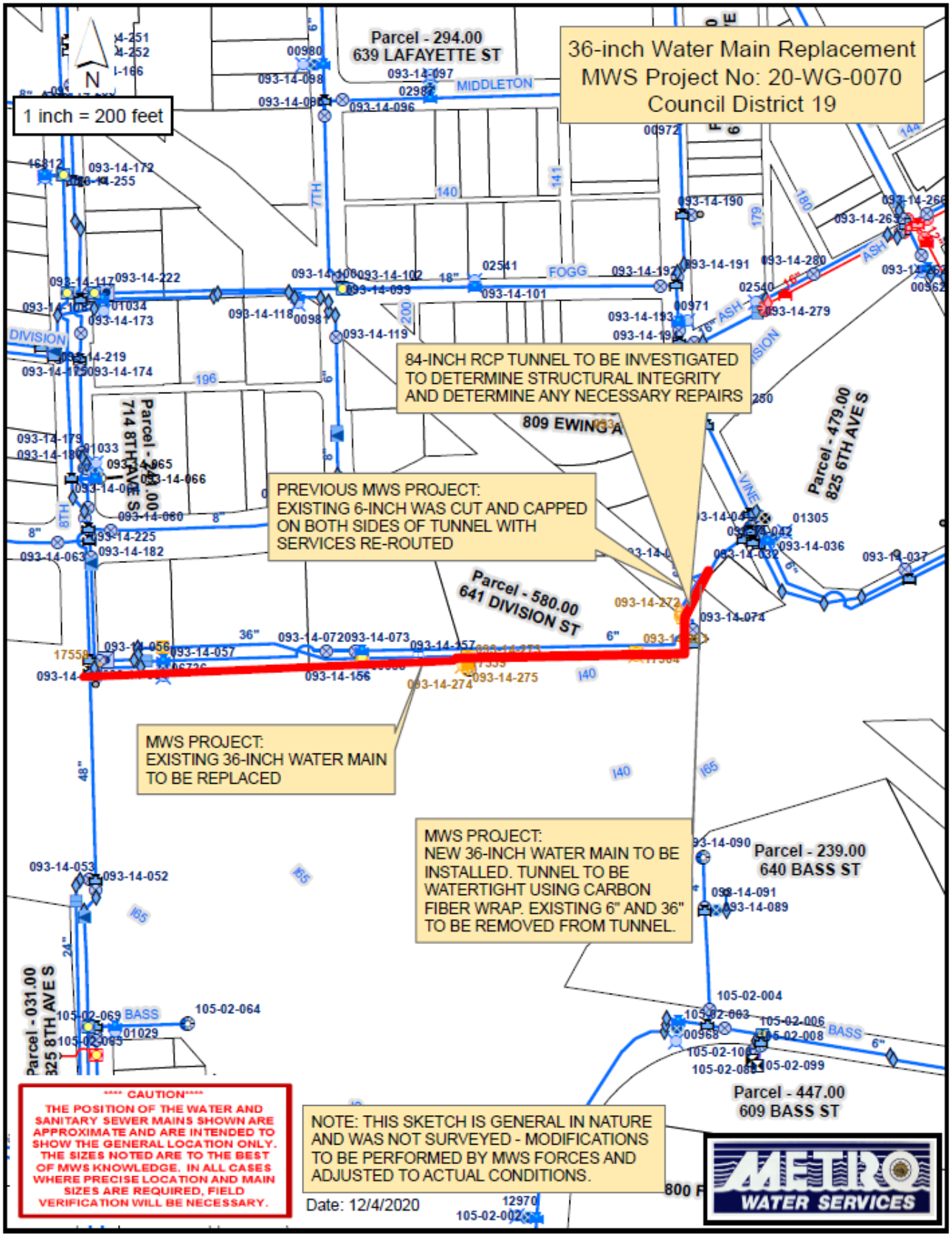
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: DD844356-232E-4A98-B6C7-6035D2A793B9

Re: Division Street CSX Facility Encroachment Agreement (CSX915111)
Planning Commission Mandatory Referral #2021M-008AG-001
Council District #19 – Freddie O'Connell, Council Member

A request for a Facility Encroachment Agreement (CSX915111 and MWS proj. no. 20-WG-070) between CSX and Metro acting through the Department of Water and Sewerage Services (see sketch and agreement for details).



File #: RS2021-797, **Version:** 1

A resolution approving an application for a Flood Mitigation Assistance Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, for flood mitigation.

WHEREAS, the State of Tennessee, Tennessee Emergency Management Agency, is accepting applications for Flood Mitigation Assistance Grants with an award of $525,208.50 and a required cash match of $58,356.50; and,

WHEREAS, The Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is in the best interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant application of The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, for a Flood Mitigation Assistance Grant, is hereby approved, and the Metropolitan Nashville Water and Sewerage Services Department is authorized to submit said grant application to the State of Tennessee, Tennessee Emergency Management Agency.

Section 2. This resolution shall take effect upon passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an application for a Flood Mitigation Assistance Grant from the Tennessee Emergency Management Agency to Metro Water Services for flood mitigation. The application is for a grant award of $525,208.50 with a required local cash match of $58,356.50. The grant funds would be used for the purchase and demolition of two homes located at 3225 and 3227 West Hamilton Avenue.

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GRANT APPLICATION

Grant	3225 & 3227 West Hamilton Avenue-Whites Creek Acquisition/Demolition 20-23
Department:	WATER & SEWER
Grantor:	U.S. DEPARTMENT OF HOMELAND
Pass-Through Grantor	TENN. EMERG. MGMT.
Total	$525,208.50
Metro Cash	$58,356.50
Department	Antonette M. Plummer 862-4582
Status	NEW

Program Description:
To purchase and demolition of two (2) homes, which lie in a designated floodplain area of Davidson county. The two addresses are 3225 West Hamilton Avenue and 3227 West Hamilton Avenue. Once acquired and demolished the two (2) properties will be designated area as restricted-use public land. The funding for the acquisition/demolition of these properties is 90% from FEMA and 10% local match.

Plan for continuation of services upon
The project will be complete on or before the expiration of the approved grant.

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/tlo 2/8/2021
Director of Finance **Date**

DS TE

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Tara Ladd 2/8/2021
E355FC378EE2427...
Metropolitan Attorney **Date**

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb 2/8/2021
Director of Risk Management Systems **Date**

DocuSigned by:
John Cooper 2/8/2021
Metropolitan Mayor **Date**

DS KW

(This application is contingent upon approval of the application by the Metropolitan Council.)

5178

DS SH

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Grants Tracking Form

Part One

Pre-Application ○ Application ◉ Award Acceptance ○ Contract Amendment ○

Department	Dept. No.	Contact	Phone	Fax
WATER & SEWER	065	Antonette M. Plummer	862-4582	862-4926

Grant Name:	3225 & 3227 West Hamilton Avenue-Whites Creek Acquisition/Demolition 20-23		
Grantor:	U.S. DEPARTMENT OF HOMELAND SECURITY	**Other:**	
Grant Period From:	12/31/20	(applications only) **Anticipated Application Date:**	01/31/21
Grant Period To:	01/01/23	(applications only) **Application Deadline:**	03/01/21
Funding Type:	FED PASS THRU	**Multi-Department Grant** ☐ →	**If yes, list below.**
Pass-Thru:	TENN. EMERG. MGMT.	**Outside Consultant Project:** ☑	
Award Type:	COMPETITIVE	**Total Award:**	$525,208.50
Status:	NEW	**Metro Cash Match:**	$58,356.50
Metro Category:	New Initiative	**Metro In-Kind Match:**	$0.00
CFDA #	97.029	**Is Council approval required?** ☑	
Project Description:		**Applic. Submitted Electronically?** ☐	

To purchase and demolition of two (2) homes, which lie in a designated floodplain area of Davidson county. The two addresses are 3225 West Hamilton Avenue and 3227 West Hamilton Avenue. Once acquired and demolished the two (2) properties will be designated area as restricted-use public land. The funding for the acquisition/demolition of these properties is 90% from FEMA and 10% local match.

Plan for continuation of service after expiration of grant/Budgetary Impact:

The project will be complete on or before the expiration of the approved grant.

How is Match Determined?

Fixed Amount of $		**or**	10.0%	**% of Grant**	**Other:** ☐

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	All		**Fund**	67411	**Business Unit** TBD
Is not budgeted?			**Proposed Source of Match:**		MWS/Stormwater
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)			**Requested from Cont. Match Fund:**		

Other:

Number of FTEs the grant will fund:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	20.50%	**Indirect Cost of Grant to Metro:**	$119,630.83	
***Indirect Costs allowed?** ○ Yes ◉ No **% Allow.**	0.0%	**Ind. Cost Requested from Grantor:**	$0.00	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☑

Metro or Community-based Partners:

1

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY22	$525,208.50	$0.00		$58,356.50		$0.00	$583,565.00	$119,630.83	$0.00
Yr 2	FY__									
Yr 3	FY_									
Yr 4	FY__									
Yr 5	FY__									
Total		$525,208.50	$0.00	$0.00	$58,356.50		$0.00	$583,565.00	$119,630.83	$0.00

Date Awarded:		**Tot. Awarded:**	**Contract#:**
(or) **Date Denied:**		**Reason:**	
(or) **Date Withdrawn:**		**Reason:**	

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 8/5/03
5178

GCP Rec'd 02/05/21

GCP Approved 02/05/21

VW

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Subapplicant information

Name of federal agency	**FEMA**
Type of submission	**Application**

NASHVILLE & DAVIDSON COUNTY, METROPOLITAN GOVERNMENT OF

1 PUBLIC SQ
NASHVILLE, TN 37201 United States

State	DUNS #	EIN #
TN	078217668	620694743

Subapplicant type	**Local Government**
Is the subapplicant subject to review by Executive Order 12372 Process?	**No - Not covered**
Is the subapplicant delinquent on any federal debt?	**No**

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Contact information

Subrecipient Authorized Representative (SAR)

Thomas Palko	**Primary phone**	**Mailing address**

tom.palko@nashville.gov

Point(s) of contact

MS Antonette Plummer Home Buyout Program Manager	**Primary phone** 6158624582 Work **Fax** 6158624926	**Additional phones** 6158624510 Work	**Mailing address** 1600 Second Avenue North Nashville TN 37208

antonette.plummer@nashville.gov

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Community

Please provide the following information. If the Congressional district number for your community does not display correctly, please contact your State NFIP coordinator.

Add Communities

Please find the community(ies) that will benefit from this mitigation activity by clicking on the Find communities button. If needed, modify the Congressional District number for each community by entering the updated number under the U.S. Congressional District column for that community. When finished, click the Continue button. NOTE: You should also notify your State NFIP coordinator so that the updated U.S. Congressional District number can be updated in the Community Information System (CIS) database.

Community name	County code	CID number	CRS community	CRS rating	U.S. Congressional District
METRO GOVERNMENT OF NASHVILLE-DAVIDSON COUNTY	037	470040	Y	8	1,5

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Mitigation plan

Please provide your plan information below.

Is the entity that will benefit from the proposed activity covered by the current FEMA approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	**Yes**

Please provide plan detail

Plan name	Plan type	Plan approval date
Metropolitan Nashville-Davidson County	Local Multijurisdictional Multi-Hazard Mitigation Plan	05/12/2020

Proposed activity description

The proposed activity relates to and is consistent with the FEMA-Approved mitigation plan as it relates to Mitigation Strategy, Chapter 5, Pages, 2, 7, 9, 12 & 29. Recommended Action 1-5:Develop a property acquisition plan and associated policies to acquire properties in the repetitive loss areas.

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Scope of work

The project Scope of Work (SOW) identifies the eligible activity, describes what will be accomplished and explains how the mitigation activity will be implemented. The mitigation activity must be described in sufficient detail to verify the cost estimate. All activities for which funding is requested must be identified in the SOW prior to the close of the application period. FEMA has different requirements for project, planning and management cost SOWs.

Subapplication title (include type of activity and location)	**West Hamilton Avenue-Whites Creek Acquisition/Demolition**

Activities

Primary activity type	**Acquisition**
Secondary activity type (Optional)	
Geographic areas description	**This application includes the acquisition and demolition of two properties (2) properties; two (2) properties are located in the Whites Creek floodplain. Two (2) properties are located in zip code 37207. Both properties are located within the boundaries of Nashville/Davidson County, TN.**

Community lifelines

Primary community lifeline	**Safety and security**
Primary sub-community lifeline	**Community safety**
Secondary community lifeline (optional)	**Communications**
Secondary sub-community lifeline	**Alerts, warnings, and messages**

Tertiary community lifeline (optional)	**Food, water, shelter**
Tertiary sub-community lifeline	**Shelter**

Hazard sources

Primary hazard source	**Flooding**
Secondary hazard source (optional)	
Tertiary hazard source (optional)	

Is this a phased project?	**No**
Are you doing construction in this project?	**No**
Population affected	**5**
Detail/description of stated percentage	**Not only would this mitigation activity benefit the current property owners by removing them from the floodway and taking them out of harms way, it would also benefit Metropolitan Government of Nashville and Davidson County by allowing Metro Services to assist other individuals in need of assistance.**
Provide a clear and detailed description of your proposed activity	**Included in this application are two (2) properties in Nashville/Davidson County, TN. Both properties are on the Repetitive Loss List, have flood insurance policies with and located on Whites Creek. The two (2) properties are as follows: 1) 3225 West Hamilton Avenue, Nashville, TN 37218 (070 01 0 052.00; and 2) 3227 West Hamilton Avenue, Nashville, TN 37207 (070 01 0 051.00). Two properties are located in the Troppard Heights subdivision west of Whites Creek Pike and east of Clarksville Pike.**
How will the mitigation activity be implemented?	**The mitigation activity will be implemented by following the rules and regulation set forth by HMA specific to the FMA program.**

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr flood protection with freeboard, 100-yr wind design, etc.):	**The specific activity would be the acquisition (at fair market value) and removal of structures located on the repetitive loss list for Davidson County. By doing this, the property owners will find relief from future flood damage and their claims will no longer be a burden to the NFIP and Metro Nashville government resources during and after a flood event affecting the designated area.**
Who will manage and complete the mitigation activity?	**Metro Water Services, Stormawater Division will be responsible for managing and completing the mitigation activity, once the project is approved. One employee is designated to oversee the management and completion of this project.**
Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?	**The project will address flooding. No risk, such as loss of life and property, will remain for the property owners as a result from flooding. By acquiring and demolishing these properties on the repetitive loss list, those properties will be removed from the repetitive loss list. No risk will remain.**
When will the mitigation activity take place?	**The mitigation activity will start once the project has been approved by FEMA.**
Explain why this project is the best alternative. What alternatives were considered to address the risk and why was the proposed activity considered the best alternative?	**The properties have experienced repetitive flooding to a point where elevation would not be the best alternative for a successful solution to this problem. To totally eliminate the damages caused by the flooding of these creeks, acquisition and demolition provides the only permanent solution. Elevation would provide on a temporary solution, which Metro-Nashville does not promote in their flood management efforts.**
Please identify the entity that will perform any long-term maintenance and provide a maintenance, schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed?	**Metro Government will perform and be responsible for any long-term maintenance. The property will revert back to a natural state. Maintenance will require only periodic mowing of grass at a cost of approximately $500.00.**

Additional comments (optional)

Attachments

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Schedule

Specify the work schedule for the mitigation activities.

Add tasks to the schedule

Please include all tasks necessary to implement this mitigation activity; include descriptions and estimated time frames.

Task Name	Start Month	Task Duration (in Months)
Tennessee State Contract Process	1	3 months

Task Description
The State contract is the State's legal mechanism required to ensure funding or services.

Task Name	Start Month	Task Duration (in Months)
Metro Council Approval	4	3 months

Task Description
Metro will take the contract between TEMA and Metro to approve and accept the grant

Task Name	Start Month	Task Duration (in Months)
Appraisals	7	4 months

Task Description
Neiman-Ross Associates will perform the appraisals on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Acquisitions	11	4 months

Task Description
Bankers Title and Associates will perform all aspects of the closings on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Environmental Surveys	15	3 months

Task Description
Work for the environmental survey will performed a contractor who is selected by the lowest bid on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Abatement	18	3 months

Task Description
Work for abatement will be performed by a contractor who is selected by the lowest bid on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Demolition and Restoration	21	4 months

Task Description
Work for Demolition will be performed by a contractor who is selected by the lowest bid on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Termination of Water and Sewer	25	6 months

Task Description

Work for the termination of water and sewer will be performed by Metro Water Services, System Services, on behalf of Metro Water Services, Stormwater Division.

Task Name	Start Month	Task Duration (in Months)
Project Close Out	31	5 months

Task Description
State of Tennessee

Estimate the total duration of your proposed activities (in months).	**36**

Proposed project start and end dates

Start Date	**2020-11-01**
End Date	**2023-10-31**

Continue

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Budget

Budget cost estimate and management cost (optional) should directly link to your scope of work and work schedule. You must add at least one item(s) greater than $0 for your cost estimate. Once you have added item(s) for your cost estimate, you may then add the item(s) for management cost (optional). As necessary, please adjust your federal/non-federal cost shares and add the non-federal funding source(s) you are planning to use this project. Once you have completed this section, please click the Continue button at the bottom of this page to navigate to the next section.

Add budget cost types and item(s)

Click the Add cost type button below to add cost type cost estimate and then click the Add item(s) button to add the item(s) for the cost estimate. After adding items to your cost estimate, you may then select Add cost type button again to add management costs (optional) and applicable items.

Grand total: $583,565.00

Budget type: Non construction

Cost type: Cost estimate **$583,565.00**

Cost estimate is the line item(s) budget to support the scope of work for the execution and completion of the project. Be sure to include the cost associated with revisions/formal adoption. To add a line item, please click on the Add an item button. Click anywhere within each row or the arrow to edit or delete the line item (s).

Cost Items

Item: Appraisal **$2,000.00**

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Item: Regulated Material Survey	**$10,000.00**
Item: Demolition	**$100,000.00**
Item: Closing Costs	**$7,000.00**
Item: Termination of Water and Sewer	**$20,000.00**
Item: Acquisition Costs	**$434,565.00**
Item: Abatement	**$10,000.00**

Program income (optional)

Cost share

Cost share or matching means the portion of project costs not paid by federal funds.

Proposed federal vs. non-federal funding shares
Hazard Mitigation Assistance (HMA) funds may be used to pay up to 75% federal share of the eligible activity costs. For Building Resilient Infrastructure and communities (BRIC), small impoverished communities may be eligible for up to 90% federal share. For Flood Mitigation Assistance (FMA), and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share. Flood Mitigation Assistance (FMA) and severe repetitive loss (SRL) properties may be eligible for up to 100% federal share. Repetitive loss (RL) properties may be eligible for up to 90% federal share.

Is this a small impoverished community?
This determines your federal/non-federal share ratio.
No

	% Percentage	$ Dollar amount
Proposed federal share	**90.00**	**525208.50**
Proposed non-federal share	**10.00**	**58356.50**
		Based on total

Non-federal funding sources here

That portion of the total costs of the program provided by the non-federal entity in the form of in-kind donations or cash match received from third parties or contributed by the agency. In-kind contributions must be provided and cash expended during the project period along with federal funds to satisfy the matching requirements.

Funding source	Funding amount	% Non-federal share by source
▸		

Please provide any additional comments below (optional).

Funding source: Metropolitan Government of Nashville and Davidson County

Attachments

$58,356.50 100.00%

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Cost-effectiveness

How was cost-effectiveness determined for this project?

✔ Not applicable

Please explain why this project is not applicable.

BCA not applicable, according to memorandum from David Mill, Associate Administrator, Federal Insurance and Mitigation Directorate. This memorandum supersedes the August 15, 2013 version and clarifies the use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in Special Flood Hazard Areas (SFHA). The Risk Reduction Division analyzed over 11,00 structures acquired or elevated and found that the average benefits for each project type are $276,000 and $175,000 respectively.

Please provide any additional comments below (optional).

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Cost Effective Memoradum_10.08.2013.pdf	10/12/2020	antonette.plummer@nashville.gov	Cost Effectiveness Attachments	Cost Effective Memorandum October 8, 2013	

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Environmental/Historic Preservation (EHP) Review Information

Introduction

An environmental/historic preservation review is required for all activities for which FEMA funds are being requested. FEMA will complete this review with the assistance of both the state or tribal government and the local applicant. It is important that you provide accurate information. If you are having problems completing this section, please contact your application point of contact.

A. National Historic Preservation Act - Historic Buildings and Structures

1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age?	**No**

B. National Historic Preservation Act - Archeological Resources

Does your project involve disturbance of ground?	**No**

C. Endangered Species Act and Fish and Wildlife Coordination Act

1. Are federally listed threatened or endangered species or their critical habitat present in the area affected by the project?	**No**
2. Does your project remove or affect vegetation?	**No**
3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?	**No**

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as 'waters of the U.S' as identified by the US Army Corps of Engineers or on the National Wetland Inventory?	**No**

E. Executive Order 11988 (Floodplain Management)

1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding?	**Yes**
Please explain in the text box below and/or provide any documentation to identify the means or the alternatives considered to eliminate or minimize	**Both properties are located within the floodplain. However, acquiring and demolishing the properties/structures will not affect the floodplain but will eliminate future flooding damages.**

impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.)
to help FEMA evaluate the impact of the project:

Please provide an explanation and any information about this project that could assist FEMA in its review. (optional)

2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? **No**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
Metro Historical Commission_Environmental Request Letter.pdf	10/12/2020	antonette.plummer@nashville.gov	affectTo100Or500YearFloodplain.attachmentIds	Metro Historical Commission Request Letter	
State Historical Commission_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	affectTo100Or500YearFloodplain.attachmentIds	TN State Historical Commission Response	
Metro Historical Commission_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	affectTo100Or500YearFloodplain.attachmentIds	Metro Historical Commission Response	
State Historical Commission_Environmental Request Letter.pdf	10/12/2020	antonette.plummer@nashville.gov	affectTo100Or500YearFloodplain.attachmentIds	TN State Historical Commission Request Letter	

F. Coastal Zone Management Act

1. Is the project located in the state's designated coastal zone? **No**

G. Farmland Protection Policy Act

1. Will the project convert more than 5 acres of prime or unique farmland outside city limits to a non-agricultural use? **No**

H. Resource Conservation and Recovery Act (RCRA) and Comprehensive Environmental Response Compensation and Liability Act (CERCLA) (Hazardous and Toxic Materials)

1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? **No**

2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? **No**

3. Does any project construction or operation activities involve the use of hazardous or toxic materials?	No
4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?	No

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?	No

J. Other Environmental/Historic Preservation Laws or Issues

1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?	No
2. Are there controversial issues associated with this project?	No
3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?	Yes
If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.	**All homeowners in this project have been contacted via phone and mail. All required documents were sent to the homeowners and are complete. The required documents have been attached to this application. A Public Notice was placed on the Metro Water S... Website regarding the acquisition of these properties in 2017 and 2018 for FMA consideration. At the time, in both years, no questions or responses regarding this application were received or given. A Public Notice for the FMA 2020 application can be found at the following website: https://www.nashville.gov/Water-Services.aspx. The Public Notice will remain on the website for 30-days and is attached to this application. If there are any questions or responses regarding the acquisition of these properties will be provided.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
FINAL PUBLIC NOTICE_FMA FY 2020_10.09.20.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	Public Notice posted October 13, 2020	
TDEC_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	TDEC Environmental Response	
TDEC_Environmental Request Letter.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	TDEC Environmental Request Letter	
	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	US Fish and Wildlife	

Filename	Date uploaded	Uploaded by	Label	Description	Action
US Fish and Wildlife_Environmental Request Letter.pdf				Environmental Request Letter	
US Fish and Wildlife_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	US Fish and Wildlife Environmental Response	
USACE_Environmental Request Letter.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	USACE Environmental Request Letter	
TWRA_Environmental Request Letter.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	TWRA Environmental Request Letter	
TWRA_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	TWRA Environmental Response	
USACE_LONO Response.pdf	10/12/2020	antonette.plummer@nashville.gov	otherEHPLawsIssues.attachmentIds	USACE Environmental Response	

K. Summary and Cost of Potential Impacts

Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? **No**

Continue

West Hamilton Avenue-Whites Creek Acquisition/Demolition

Evaluation

Is the applicant participating in the Community Rating System (CRS)?	**Yes**
Select rating.	**8**
Is the applicant a Cooperating Technical Partner (CTP)?	**No**
Was this created from a previous FEMA HMA Advance assistance / Project scoping award?	**No**
Has the applicant adopted building codes consistent with the international codes?	**Yes**
Year of building code	**2018**
Please provide the building code.	**BL2020-458**
Have the applicant's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	**No**
Describe involvement of partners to enhance the mitigation activity outcome.	**Through Metro Nashville-Davidson County and the State of Tennessee, this project continues to promote, encourage, and assist the citizenry who reside in repetitive loss areas. This solidifies and gives weight to Metro's growing relationship with the public.**
Discuss how anticipated future conditions are addressed by this project.	**The financial benefits for this project would reach not only the owners, but also, local, state, and federal governments through the permanent elimination of damages, evaluations, shelters, road blockages, flood insurance claims, loss of revenue, and general out-of-pocket expenditures caused by repetitive losses. The land will become restricted use for the general public. In addition, the project will continue to support metro's efforts of floodplain management and thus lend support in raising the level of**

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ranking through the Community Ratings System, of which Metro is already a member.

Additional comments (optional)

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Comments & attachments

▸ Community	0 comment, 0 attachments
▸ Mitigation plan	0 comment, 0 attachments
▸ Scope of work	0 comment, 0 attachments
▸ Budget	0 comment, 0 attachments
▸ Cost-effectiveness	0 comment, 1 attachments
▸ Evaluation	0 comment, 0 attachments
▸ Environmental/Historic Preservation (EHP)	0 comment, 13 attachments
▸ Location	0 comment, 3 attachments

Continue

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Introduction

Project location

Provide a detailed description of the proposed project's location.	**Included in this application are two (2) properties in Nashville/Davidson County, TN. Both properties are on the Repetitive Loss List, have flood insurance policies with both properties located on Whites Creek. The two (2) properties are as follows; 1. 3225 West Hamilton Avenue, Nashville, TN 37218 (070 01 0 052.00), 2. 3227 West Hamilton Avenue, Nashville, TN 37218 (070 01 0 051.00). West Hamilton Avenue is in North Davidson County. Both properties are in the Haynes Estates community located between Whites Creek Pike and Clarksville Pike and are located in the Whites Creek Floodplain.**
Latitude	**36.170000**
Longitude	**-86.78000**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action
3227 West Hamilton Avenue Supporting Documentation.pdf	10/14/2020	antonette.plummer@nashville.gov	Project Location Attachments	Supporting Documentation	
3225 West Hamilton Avenue Supporting Documentation.pdf	10/14/2020	antonette.plummer@nashville.gov	Project Location Attachments	Supporting Documentation	
County Scale Map.pdf	10/14/2020	antonette.plummer@nashville.gov	Project Location Attachments	Supporting Documentation	

Project benefiting area

Provide a detailed description of the proposed project's benefiting area.	**Not only would this mitigation activity benefit the current property owners by removing them from the floodplain by taking them out of harms way, it would also benefit Metro Nashville/Davidson County by allowing City/County services to assist other people in need of assistance.**

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Project impact area

Provide a detailed description of the proposed project's impact area.	**Metro has begun an extensive effort to acquire properties along various streams and in designated floodways and floodplains that suffered catastrophic property damage during the flood of early May, 2010 in Nashville/Davidson County. There are three (3) options considered before choosing acquisition and demolition. Option A (acquisition/demolition) was the chosen method. Option B would be to take no action whatsoever. This option, if chosen, does not alleviate the problem of repetitive flooding in any manner. Flood losses would continue, placing a financial strain on property owners, local government resources and the National Flood Insurance Program. Option C would be to elevate the affected houses. This option would protect the houses from being damaged during a flood; however, other hazards would remain for the property owners in the event of a flood. The cost associated with elevating the existing structures would be at least $50,000.00 per structure. This is a very conservative estimate that does not take into account the massive structural damage which the affected properties have already suffered. Option A (acquisition/demolition) has**

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been selected as the most efficient, cost effective method of dealing with the flooding situation. It is the only method to completely alleviate all factors associated with repetitive flooding. Once the properties are acquired and the structures demolished, the land will be restricted-use public property. Metro selected properties for this application that are in the floodplain of Whites Creek and are on the National Flood Insurance Program (NFIP) Repetitive Loss (RL) List. This area of Metro has the greatest potential for losses. Metro has considered the risks to critical facilities and structures and benefits to be obtained by mitigating the vulnerability of flooding. This application given the current situation is in the best interest of Metro and the property owners. By acquiring and demolishing these properties Metro will address the source flooding of Whites Creek. If Metro decided to take no action repetitive losses and flood claims would still occur. Elevation would not be feasible; the costs to elevate the structures would not solve the flooding problem this area currently has.

Attachments

Filename	Date uploaded	Uploaded by	Label	Description	Action

Project site inventory

Does this project subapplication propose to mitigate a property/structure(s)? (Examples: residential home, commercial building, bridge, fire station, levee, pumping station, wastewater treatment plant, telephone pole, electric line, etc.)	**Yes**
Do you know the location of the structure?	**Yes**

Please download the excel template, and then fill out the template with building or infrastructure data.

Enter the location of the property/structure.

List of location(s) (2 locations)

Status	Location ID	Address	Inventory type	Structure type	Mitigation action
✓	1075	3225 West Hamilton Avenue , Nashville, TN, Davidson, 37218	Building	Residential	Acquisition
✓	1076	3227 West Hamilton Avenue , Nashville, TN, Davidson, 37218	Building	Residential	Acquisition

Continue

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West Hamilton Avenue-Whites Creek Acquisition/Demolition

Assurances and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 View burden statement

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and

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Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification

and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

OMB number: 1660-0083, Expiration date: 10/31/2021 View burden statement

Certifications regarding lobbying; Debarment, Suspension and other responsibility matters; and Drug-free workplace requirements

Content:

OMB Control Number: 1660-0083
Expiration: 10/31/2021

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying" and 28 CFR Part 17, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the transaction, grant, or cooperative agreement.

1. LOBBYING

As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperating agreement over $ 100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
(b) If any other funds than Federal appropriated funds have been paid or will be paid to any other person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Stand Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
(c)The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.
Standard Form-LLL :'Disclosure of Lobbying Activities' attached (This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A.

A. The applicant certifies that it and its principals:
   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
   b. Have not within a three-year period preceding this application been convicted of a or had a civilian judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public a public (Federal ,State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
   d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause of default; and

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B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEE OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17.615 and 17.620-

A. The applicant certifies that it will continue to provide a drug-free workplace by;
   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   b. Establishing an on-going drug free awareness program to inform employees about-
      1. The dangers of drug abuse in the workplace;
      2. The grantee's policy of maintaining a drug-free workplace;
      3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   c. Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);
   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
      1. Abide by the term of the statement; and
      2. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring ion the workplace no later than five calendar days after such convictions;
   e. Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position, title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.
   f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to anyemployee who is convicted-
      1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation act of 1973, as amended; or
      2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
   g. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

There are workplaces on file that are not identified

Sections 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a state wide certification.

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3225 West Hamilton Avenue
This structure is NOT slab on grade, it has a crawl space therefore there will be no ground disturbance for the foot print of the structure itself.
The property does have a sidewalk and driveway. During demolition the ground disturbance should be between 3 inches to 6 inches. Once the sidewalk and driveway are removed Metro will fill and grade the area that has the disturbance. This is something that Metro ALWAYS does.

Metropolitan Government of Nashville & Davidson County uses the assessed value on the property tax card and we multiply that by 35%. We add the assessed value on the property tax card and the 35% to get the estimated acquisition cost for each property. Upon approval of our grant application Metropolitan Government of Nashville & Davidson County will obtain an appraisal for the true Fair Market Value.

We have used this methodology for years when applying for Mitigation funded grants.

3225 WEST HAMILTON AVENUE

Tax Card Value	$ 200,200.00
Cushion of (x 35%)	$ 70,070.00
Estimated Market Value	**$ 270,270.00**

I hope the examples shown above, adequately explains the methodology of how we assess the estimated acquisition costs for each property.

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METRO WATER SERVICES

DEMETRIUS S. NORTHERN
3225 WEST HAMILTON AVENUE
NASHVILLE, TN 37218

Flood Mitigation Home Buyout Program
Homeowner Interest Sign-up Sheet & Voluntary Notice

If you are interested in exploring your options for reducing your flood losses by taking part in our Flood Mitigation Home Buyout Program, please complete this form. Signing the form does not commit you to any action, but if you do not sign and return this form, your property will NOT be considered for buyout in the Flood Mitigation Assistance Grant Program. Please direct questions concerning this program to (615) 862-4516 or (615) 862-4582.

Property Address:	3225 WEST HAMILTON AVENUE, NASHVILLE, TN 37218
Owner(s) Mailing Address:	3225 WEST HAMILTON AVENUE, NASHVILLE, TN 37218
Owner(s) Name:	NORTHERN, DEMETRIUS S.
Contact Phone Number:	

The local government is required by FEMA to inform you that your participation in this project for open-space acquisition is *voluntary*. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate, or if negotiations fail. If you have flood insurance, please include your Flood Insurance Policy information, including your policy number.

Mail the signed form to: Department of Water and Sewerage Services
Stormwater Division - Flood Buyout Program
800 Second Avenue South
Nashville, TN 37210

Check one:

☒ Yes, I want to be in the buyout program. ☐ No, I do not want to be in the program.

Owner's Signature — Date: Oct. 12, 2018

Owner's Signature — Date

Owner's Signature — Date

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

DEPARTMENT OF HOMELAND SECURITY
EMERGENCY PREPAREDNESS AND RESPONSE DIRECTORATE
FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. NO. 1660-0002
Expires September 30, 2006

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [X] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States
- [ ] I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national, or qualified alien of the United States. Print full name and age of minor child: ___

By my signature I certify that:

* Only one application has been submitted for my household
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or that State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $ 250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that, the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance employer, any public or private agency, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(Print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
DEMETRIUS S. NORTHERN		01-03-1975	10-12-18
INSPECTOR ID NO.	FEMA APPLICATION NO. PDM-2018-RL	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3225 WEST HAMILTON AVENUE	NASHVILLE	TN	37218

PRIVACY ACT STATEMENT

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206, Executive Order 12148, as amended, and Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601 et seq., authorize the collection of this information. The primary use of this information is to determine your eligibility to receive FEMA disaster assistance. Disclosures of this information may be made: Upon written request, to federal and state agencies providing disaster assistance, as well as to local governments or voluntary agencies from which you are seeking assistance, so that assistance efforts or benefits are not duplicated; to agencies, organizations and institutions as necessary for mitigation planning and enforcement; to law enforcement agencies or professional organizations where there may be a violation or potential violation of law; to a federal, state or local agency when we request information relevant to an Agency decision concerning issuance of a grant or other benefit, or in certain circumstances when a Federal agency requests such information for a similar purpose from us; to a Congressional office in response to an inquiry made at the request of the individual; to the Office of Management and Budget (OMB) in relation to private relief legislation under OMB Circular A-19; and to the National Archives and Records Administration in records management inspections conducted under the authority of 44 §§ 2904 and 2906. Your social security number is solicited during registration pursuant to the Debt Collection Improvement Act of 1996, 31§§ 3325 (d) and 7701 (c)(1). Furnishing the social security number, as well as other information is voluntary, but failure to do so may delay or prevent provision of disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, gathering data, and completing and submitting the form. You are not required to complete this collection of information unless a valid O.M.B. control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden and estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Emergency Preparedness and Response Directorate; Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, Paperwork Reduction Project (1660-0002). NOTE: Do not send your completed form to this address.

Davidson County, TN
Assessor of Property

Unofficial Property Record Card

GENERAL PROPERTY INFORMATION

Map & Parcel: 070 01 0 052.00
Current Owner: NORTHERN, DEMETRIUS S.
Mailing Address: 3225 W HAMILTON AVE
NASHVILLE, TN 37218
Zone: 4
Neighborhood: 3534

Location: 3225 W HAMILTON AVE
Land Area: 0.86 Acres
Most Recent Sale Date: 04/12/2016
Most Recent Sale Price: $220,000
Deed Reference: 20160420-0038299
Tax District: USD

CURRENT PROPERTY APPRASIAL

Assessment Year: 2018
Land Value: $28,800
Improvement Value: $171,400
Total Appraisal Value: $200,200

Assessment Classification*: RES
Assessment Land: $7,200
Assessment Improvement: $42,850
Assessment Total: $50,050

LEGAL DESCRIPTION

LOT 289 SEC 4 TREPPARD HGTS

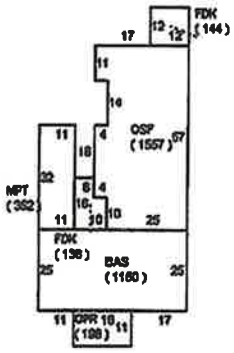
IMPROVEMENT ATTRIBUTES - **Card 1 of 1**

Building Type: SINGLE FAM
Year Built: 1960
Square Footage: 2,707
Number of Living Units: 1
Building Grade: C
Building Condition: Average

Rooms: 10
Beds: 5
Baths: 3
Half Bath: 0
Fixtures: 12

Exterior Wall: BRICK
Frame Type: TYPICAL
Story Height: ONE STY
Foundation Type: CRAWL
Roof Cover: ASPHALT





*This classification is for assessment purposes only and is not a zoning designation, nor does it speak to the legality of the current use of the subject property.

getLatLong.net

FAQ | ITouchmap.com

Home » Latitude and Longitude of a Point

To find the latitude and longitude of a point you can do any of the following...

1. **Press and Hold the Shift Key** then **Click** on the point on the map.
2. **Drag** the red marker.
3. Enter the **Address** 3225 West Hamilton Avenue, Nashville, TI GO

Latitude and Longitude of a Point



Clear / Reset | Remove Last Blue Marker | Center Red Marker

Get the Latitude and Longitude of a Point

When you click on the map, move the marker or enter an address the latitude and longitude coordinates of the point are inserted in the boxes below.

Latitude:	38.211193
Longitude:	-86.626052

	Degrees	Minutes	Seconds
Latitude:	38	12	40.2948
Longitude:	-86	49	40.9656

Show Point from Latitude and Longitude

Use this if you know the latitude and longitude coordinates of a point and want to see where on the map the point is.
Use: + for *N* Lat or *E* Long - for *S* Lat or *W* Long.
Example: +40.689060 -74.044636
Note: Your entry should not have any embedded spaces.

Decimal Deg. Latitude:

Decimal Deg. Longitude:

Show Point

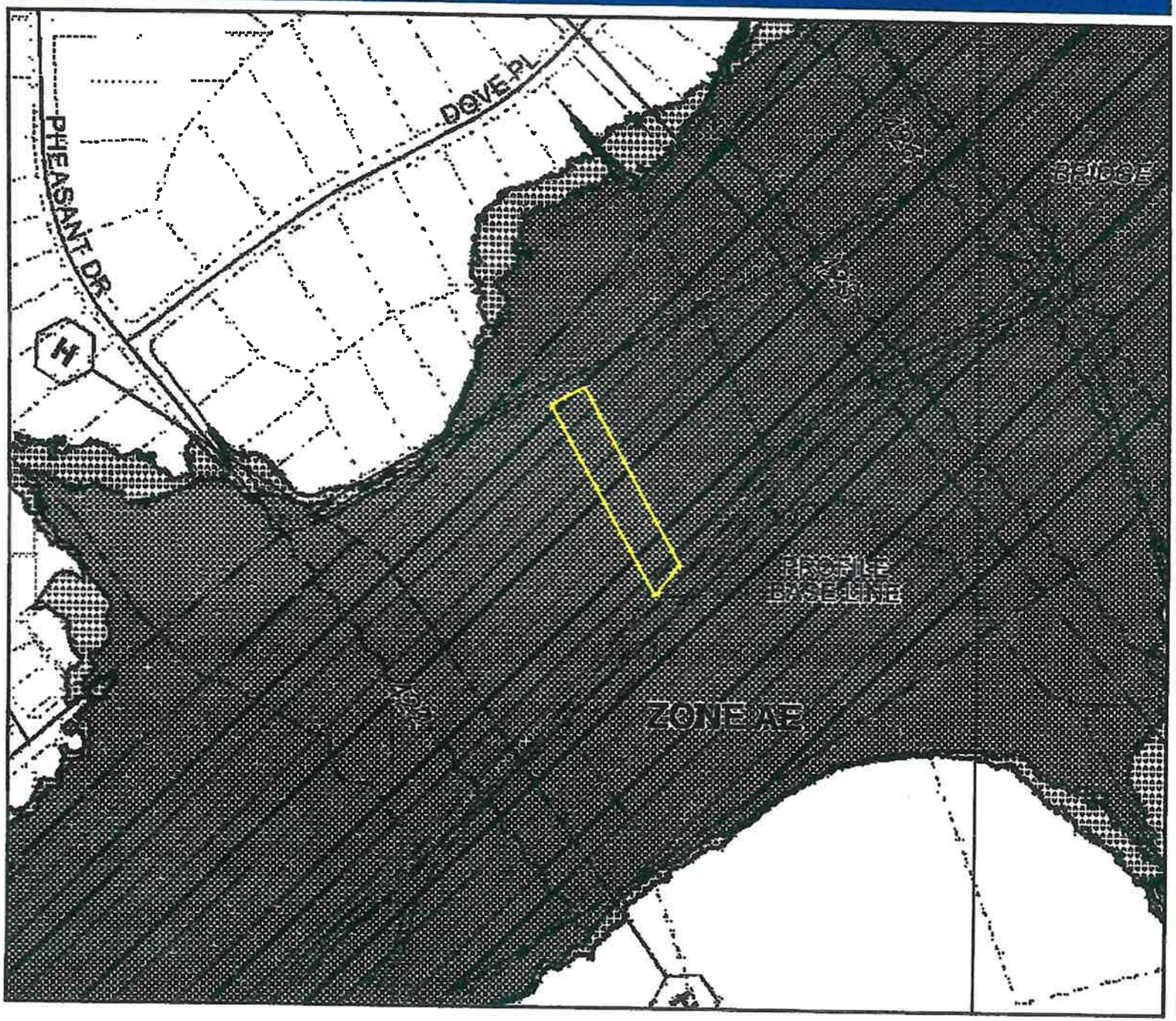
Example: +34 40 50.12 for *34N 40' 50.12"*

	Degrees	Minutes	Seconds
Latitude:			
Longitude:			

Show Point

© getLatLong.net 2018 | Credits and Disclaimers | Privacy Policy

3225 W HAMILTON AVENUE



METRO WATER SERVICES

N
W E
S

PANEL 0229H

FIRM

FLOOD INSURANCE RATE MAP

NASHVILLE AND DAVIDSON COUNTY, TENNESSEE

PANEL 229 OF 478

MAP NUMBER 47037C0229H

MAP REVISED APRIL 5, 2017



3225 W HAMILTON AVE

450 Feet

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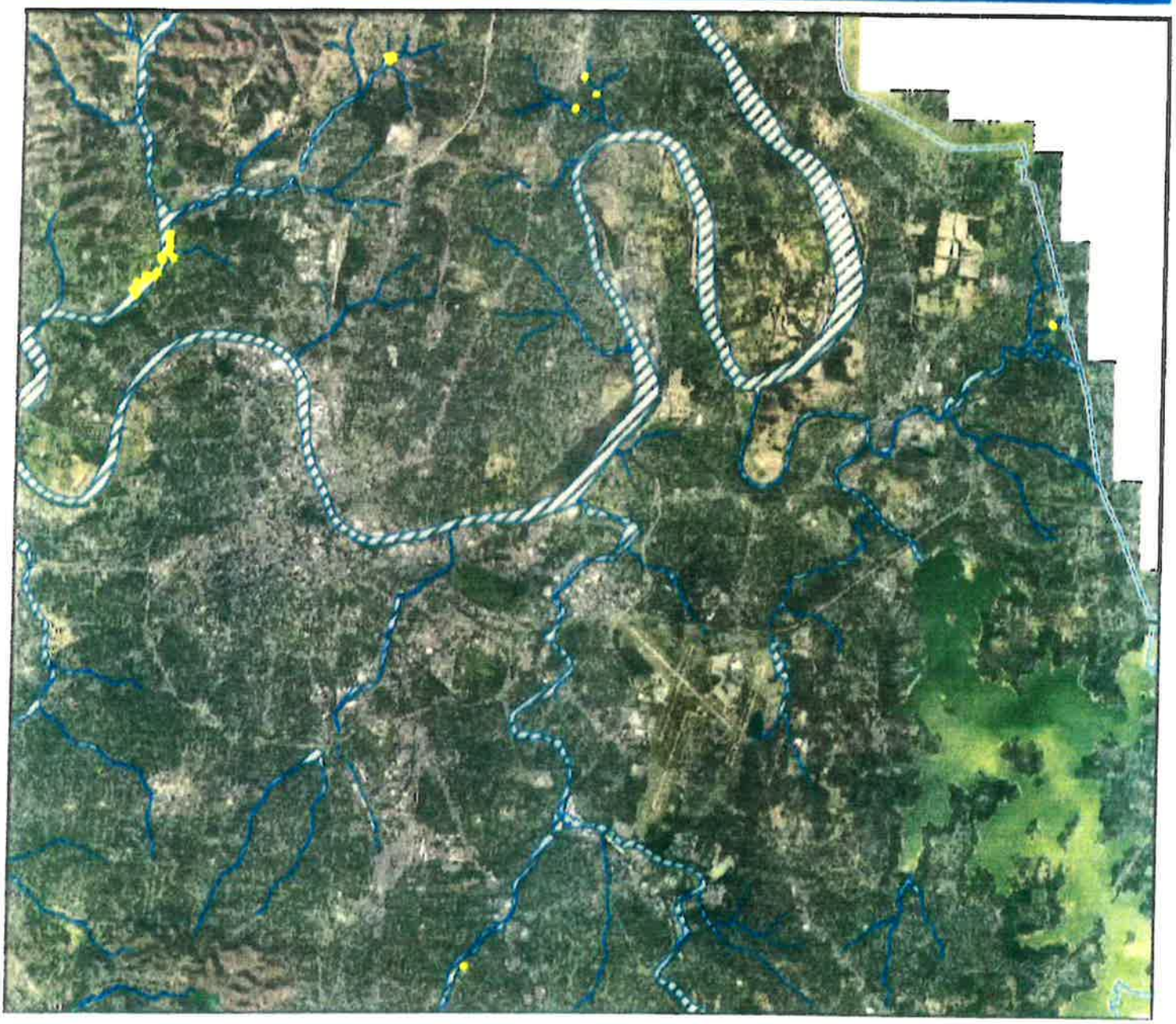
Repetitive Loss Properties



PROPERTIES
FLOODWAY
Davidson County

METRO WATER SERVICES

Repetitive Loss Properties

N
W E
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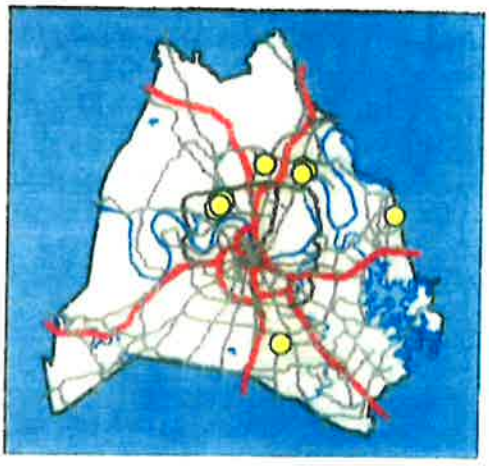
24,000
Feet



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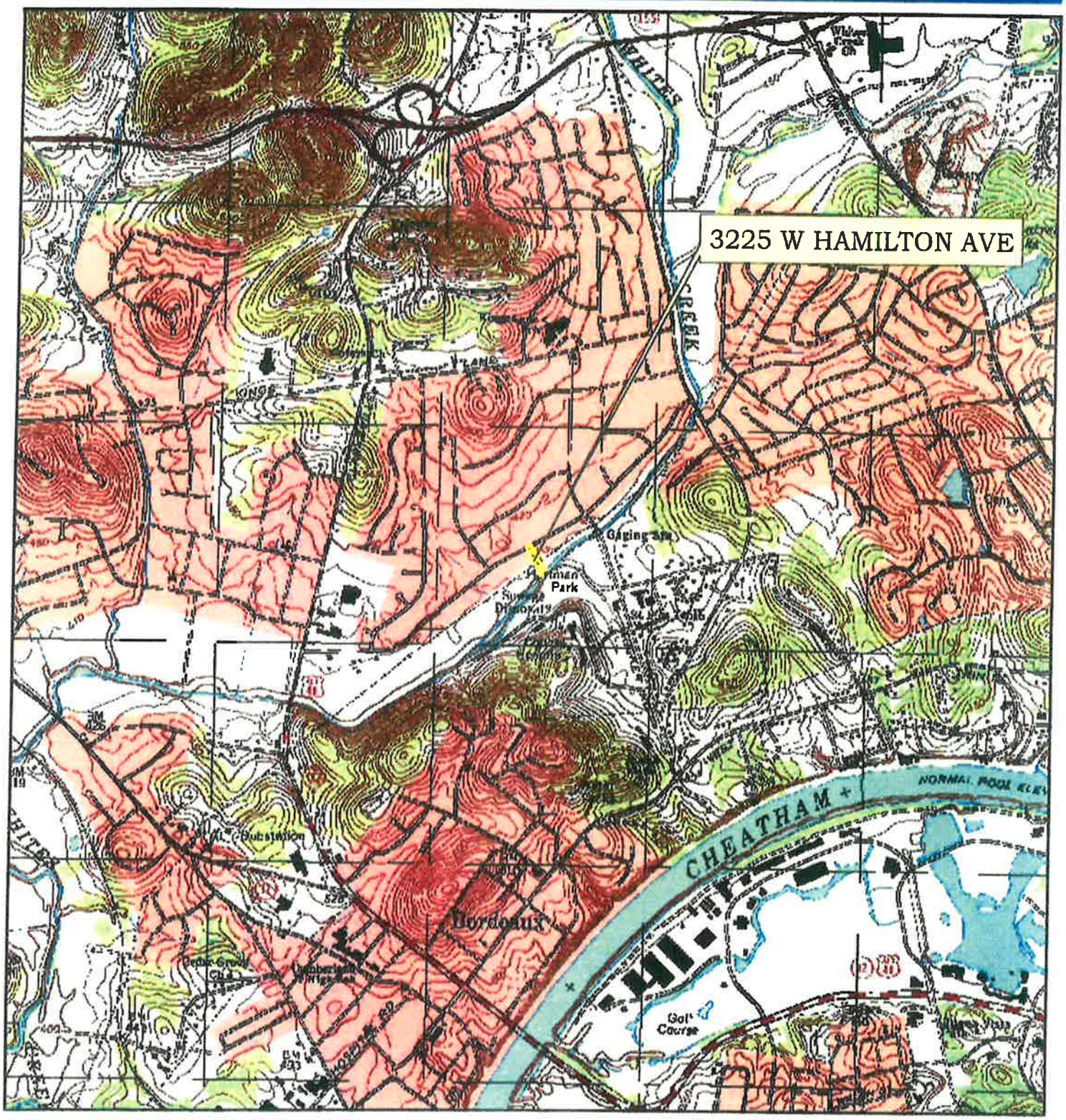
3225 W HAMILTON AVENUE



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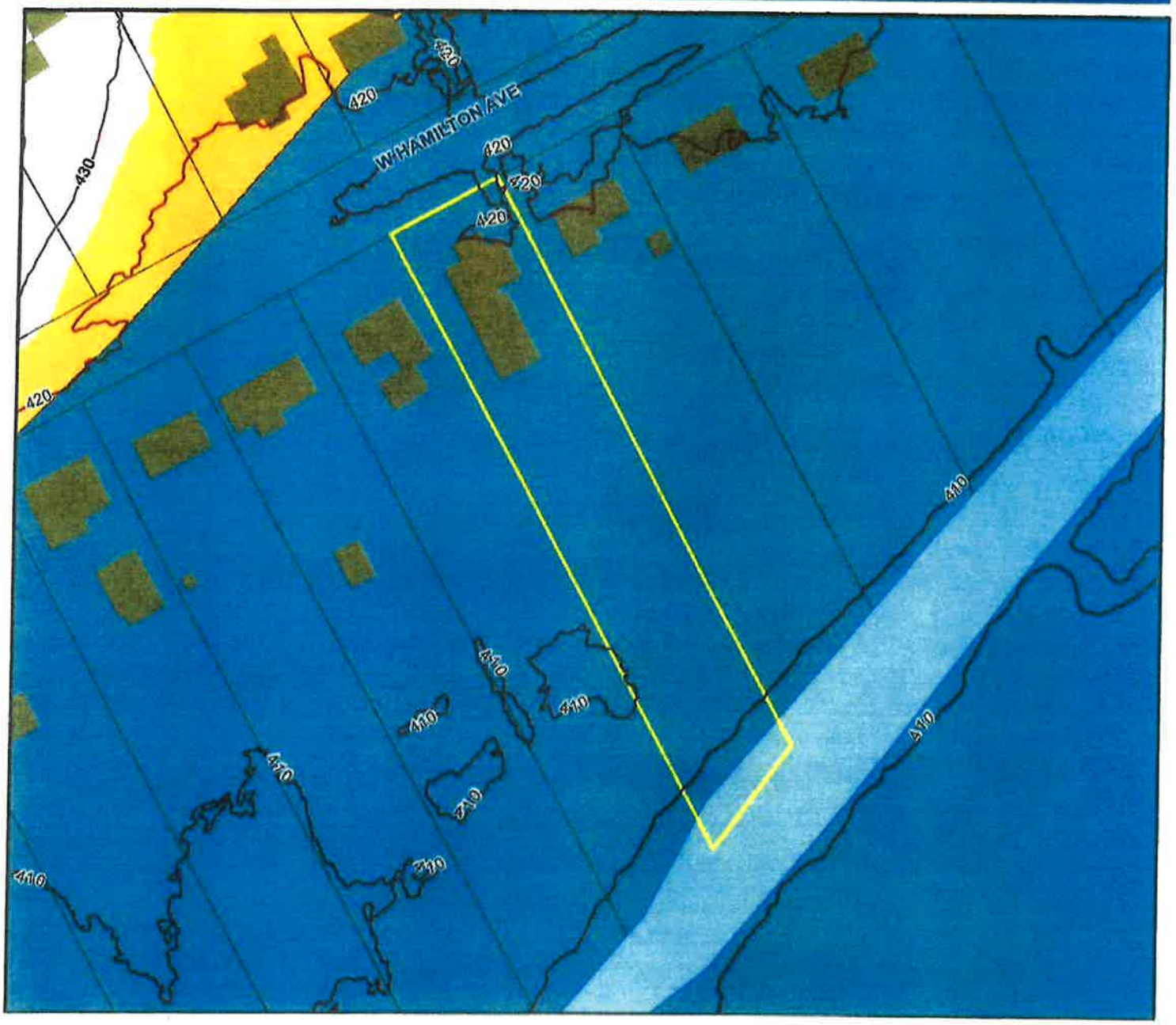
3225 W HAMILTON AVENUE



10FT CONTOURS
BUILDING FOOTPRINTS
3225 W HAMILTON AVE
WATER BODIES
PARCELS
FLOODWAY
FLOODPLAIN
METRO WATER SERVICES

PARCEL NO: 07001005200

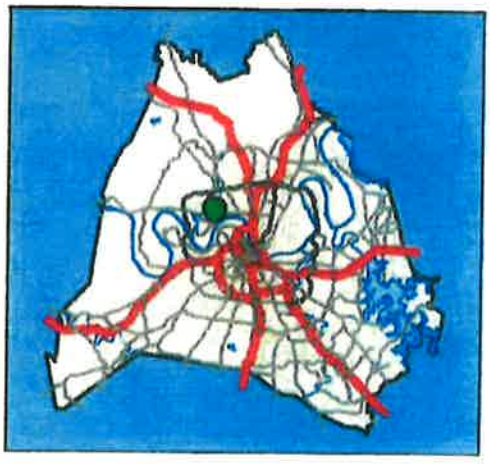
NORTHERN, DEMETRIUS S.

LATITUDE: -86.828324

LONGITUDE: 36.211631

N W E S

0 35 70 140 210 Feet



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3225 West Hamilton Avenue
Nashville, TN 37218
Parcel # 070 14 0 030.00
36.211193
-86.828052

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1999-08440A

ELEVATION CERTIFICATE

FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

O.M.B. No 3067-0077
Expires May 31, 1995

1999-19350

ATTENTION: Use of this certificate does not provide a waiver of the flood insurance purchase requirement. This form is used only to provide elevation information necessary to ensure compliance with applicable community floodplain management ordinances, to determine the proper insurance premium rate, and/or to support a request for a Letter of Map Amendment or Revision (LOMA or LOMR). Instructions for completing this form can be found on the following pages.

SECTION A PROPERTY INFORMATION

BUILDING OWNER'S NAME: HERBERT & INEZ MILHOUSE

FOR INSURANCE COMPANY USE

POLICY NUMBER

STREET ADDRESS (including Apt., Unit, Suite and/or Bldg. Number) OR P.O. ROUTE AND BOX NUMBER: 3225 WEST HAMILTON AVE

COMPANY NAIC NUMBER

OTHER DESCRIPTION (Lot and Block Numbers, etc.)

CITY: NASHVILLE TN 37218 — STATE: TN. — ZIP CODE: 37218

FL. ELEVATION C.F NEW ADDITION

SECTION B FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Provide the following from the proper FIRM (See Instructions):

1. COMMUNITY NUMBER	2. PANEL NUMBER	3. SUFFIX	4. DATE OF FIRM INDEX	5. FIRM ZONE	6. BASE FLOOD ELEVATION (in AO Zones, use depth)
470040	0154	B	6-15-82	AE	421.5

7. Indicate the elevation datum system used on the FIRM for Base Flood Elevations (BFE): ☑ NGVD '29 ☐ Other (describe on back)

8. For Zones A or V, where no BFE is provided on the FIRM, and the community has established a BFE for this building site, indicate the community's BFE: ☐☐☐☐.☐ feet NGVD (or other FIRM datum–see Section B, Item 7).

SECTION C BUILDING ELEVATION INFORMATION

1. Using the Elevation Certificate Instructions, indicate the diagram number from the diagrams found on Pages 5 and 6 that best describes the subject building's reference level 8.

2(a). FIRM Zones A1-A30, AE, AH, and A (with BFE). The top of the reference level floor from the selected diagram is at an elevation of ☐☐421.5 feet NGVD (or other FIRM datum–see Section B, Item 7).

(b). FIRM Zones V1-V30, VE, and V (with BFE). The bottom of the lowest horizontal structural member of the reference level from the selected diagram, is at an elevation of ☐☐421.5 feet NGVD (or other FIRM datum–see Section B, Item 7).

(c). FIRM Zone A (without BFE). The floor used as the reference level from the selected diagram is ☐☐.☐ feet above ☐ or below ☐ (check one) the highest grade adjacent to the building.

(d). FIRM Zone AO. The floor used as the reference level from the selected diagram is ☐☐.☐ feet above ☐ or below ☐ (check one) the highest grade adjacent to the building. If no flood depth number is available, is the building's lowest floor (reference level) elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☑ No ☐ Unknown

3. Indicate the elevation datum system used in determining the above reference level elevations: ☑ NGVD '29 ☐ Other (describe under Comments on Page 2). *(NOTE: If the elevation datum used in measuring the elevations is different than that used on the FIRM (see Section B, Item 7), then convert the elevations to the datum system used on the FIRM and show the conversion equation under Comments on Page 2.)*

4. Elevation reference mark used appears on FIRM: ☒ Yes ☐ No (See Instructions on Page 4)

5. The reference level elevation is based on: ☒ actual construction ☐ construction drawings
(NOTE: Use of construction drawings is only valid if the building does not yet have the reference level floor in place, in which case this certificate will only be valid for the building during the course of construction. A post-construction Elevation Certificate will be required once construction is complete.)

6. The elevation of the lowest grade immediately adjacent to the building is: ☐☐416.8 feet NGVD (or other FIRM datum–see Section B, Item 7).

SECTION D COMMUNITY INFORMATION

1. If the community official responsible for verifying building elevations specifies that the reference level indicated in Section C, Item 1 is not the "lowest floor" as defined in the community's floodplain management ordinance, the elevation of the building's "lowest floor" as defined by the ordinance is: ☐☐☐☐☐.☐ feet NGVD (or other FIRM datum–see Section B, Item 7).

2. Date of the start of construction or substantial improvement 9/15/99.

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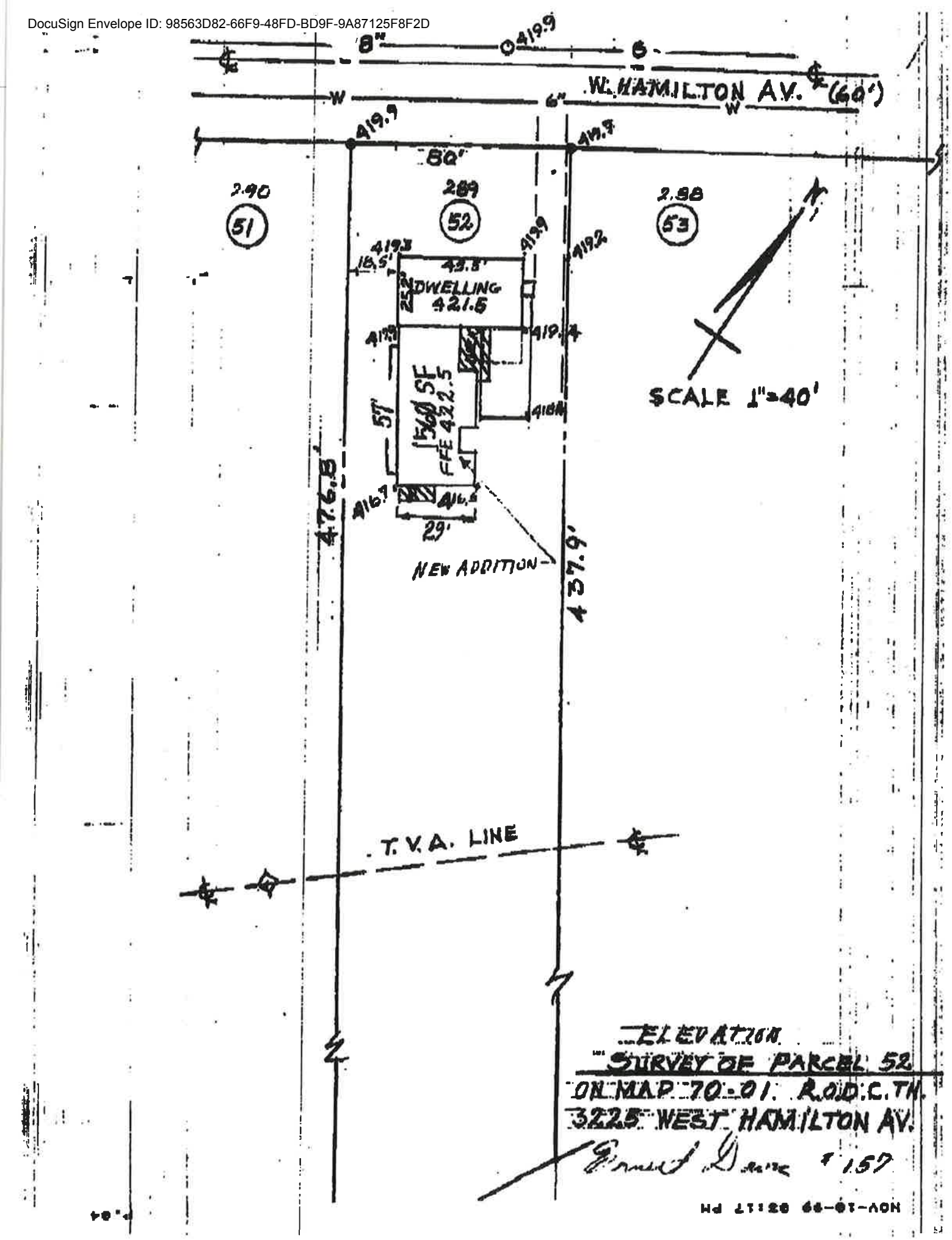

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

3227 West Hamilton Avenue
This structure is NOT slab on grade, it has a crawl space therefore there will be no ground disturbance for the foot print of the structure itself.
The property does have a sidewalk and driveway. During demolition the ground disturbance should be between 3 inches to 6 inches. Once the sidewalk and driveway are removed Metro will fill and grade the area that has the disturbance. This is something that Metro ALWAYS does.

Metropolitan Government of Nashville & Davidson County uses the assessed value on the property tax card and we multiply that by 35%. We add the assessed value on the property tax card and the 35% to get the estimated acquisition cost for each property. Upon approval of our grant application Metropolitan Government of Nashville & Davidson County will obtain an appraisal for the true Fair Market Value.

We have used this methodology for years when applying for Mitigation funded grants.

3227 WEST HAMILTON AVENUE	
Tax Card Value	$ 121,700.00
Cushion of (x 35%)	$ 42,595.00
Estimated Market Value	**$ 164,295.00**

I hope the examples shown above, adequately explains the methodology of how we assess the estimated acquisition costs for each property.

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DONYA M. JOHNSON
3227 WEST HAMILTON AVENUE
NASHVILLE, TN 37218

Flood Mitigation Home Buyout Program
Homeowner Interest Sign-up Sheet & Voluntary Notice

If you are interested in exploring your options for reducing your flood losses by taking part in our Flood Mitigation Home Buyout Program, please complete this form. Signing the form does not commit you to any action, but if you do not sign and return this form, your property will NOT be considered for buyout in the Flood Mitigation Assistance Grant Program. Please direct questions concerning this program to (615) 862-4516 or (615) 862-4582.

Property Address:	3227 WEST HAMILTON AVENUE, NASHVILLE, TN 37218
Owner(s) Mailing Address:	3227 WEST HAMILTON AVENUE, NASHVILLE, TN 37218
Owner(s) Name:	JOHNSON, DONYA M.
Contact Phone Number:	

The local government is required by FEMA to inform you that your participation in this project for open-space acquisition is *voluntary*. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate, or if negotiations fail. If you have flood insurance, please include your Flood Insurance Policy information, including your policy number.

Mail the signed form to: Department of Water and Sewerage Services
Stormwater Division - Flood Buyout Program
800 Second Avenue South
Nashville, TN 37210

Check one:

☑ Yes, I want to be in the buyout program. ☐ No, I do not want to be in the program.

Owner's Signature — Date: 9-25-18

Owner's Signature — Date

Owner's Signature — Date

JF0046940

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

DEPARTMENT OF HOMELAND SECURITY
EMERGENCY PREPAREDNESS AND RESPONSE DIRECTORATE
FEDERAL EMERGENCY MANAGEMENT AGENCY
DECLARATION AND RELEASE

O.M.B. NO. 1660-0002
Expires September 30, 2006

DECLARATION AND RELEASE

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

- [x] I am a citizen or non-citizen national of the United States.
- [ ] I am a qualified alien of the United States
- [ ] I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national, or qualified alien of the United States. Print full name and age of minor child: _____

By my signature I certify that:

* Only one application has been submitted for my household
* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.
* I will return any disaster aid money I received from FEMA or that State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

I understand that, if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to $ 250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

I understand that, the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Custom Enforcement.

I authorize FEMA to verify all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

I authorize all custodians of records of my insurance employer, any public or private agency, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME *(Print)*	SIGNATURE	DATE OF BIRTH	DATE SIGNED
DONYA M. JOHNSON		1-31-1970	9-25-18
INSPECTOR ID NO.	FEMA APPLICATION NO. PDM-2018-RL	DISASTER NO.	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE
3227 WEST HAMILTON AVENUE	NASHVILLE	TN	37218

PRIVACY ACT STATEMENT

The Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5206, Executive Order 12148, as amended, and Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, 8 U.S.C. §§ 1601 et seq., authorize the collection of this information. The primary use of this information is to determine your eligibility to receive FEMA disaster assistance. Disclosures of this information may be made: Upon written request, to federal and state agencies providing disaster assistance, as well as to local governments or voluntary agencies from which you are seeking assistance, so that assistance efforts or benefits are not duplicated, to agencies, organi. ations and institutions as necessary for mitigation planning and enforcement; to law enforcement agencies or professional organizations where there may be a violation or potential violation of law; to a federal, state or local agency when we request information relevant to an Agency decision concerning issuance of a grant or other benefit, or in certain circumstances when a Federal agency requests such information for a similar purpose from us; to a Congressional office in response to an inquiry made at the request of the individual; to the Office of Management and Budget (OMB) in relation to private relief legislation under OMB Circular A-19; and to the National Archives and Records Administration in records management inspections conducted under the authority of 44 §§ 2904 and 2906. Your social security number is solicited during registration pursuant to the Debt Collection Improvement Act of 1996, 31§§ 3325 (d) and 7701 (c)(1). Furnishing the social security number, as well as other information is voluntary, but failure to do so may delay or prevent provision of disaster assistance.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, gathering data, and completing and submitting the form. You are not required to complete this collection of information unless a valid O.M.B. control number is displayed in the upper right corner of this form. Send comments regarding the accuracy of the burden and estimate and any suggestions for reducing the burden to: Information Collections Management, U.S. Department of Homeland Security, Emergency Preparedness and Response Directorate, Federal Emergency Management Agency, 500 C Street SW, Washington, DC 20472, Paperwork Reduction Project (1660-0002). NOTE: Do not send your completed form to this address.

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Davidson County, TN
Assessor of Property

Unofficial Property Record Card

GENERAL PROPERTY INFORMATION

Map & Parcel: 070 01 0 051.00
Current Owner: JOHNSON, DONYA M.
Mailing Address: 3227 W HAMILTON AVE
NASHVILLE, TN 37218
Zone: 4
Neighborhood: 3534

Location: 3227 W HAMILTON AVE
Land Area: 0.92 Acres
Most Recent Sale Date: 06/18/1999
Most Recent Sale Price: $60,000
Deed Reference: 00011540-0000243
Tax District: USD

CURRENT PROPERTY APPRASIAL

Assessment Year: 2018
Land Value: $28,800
Improvement Value: $92,900
Total Appraisal Value: $121,700

Assessment Classification*: RES
Assessment Land: $7,200
Assessment Improvement: $23,225
Assessment Total: $30,425

LEGAL DESCRIPTION

LOT 290 SEC 8 TREPPARD HGTS

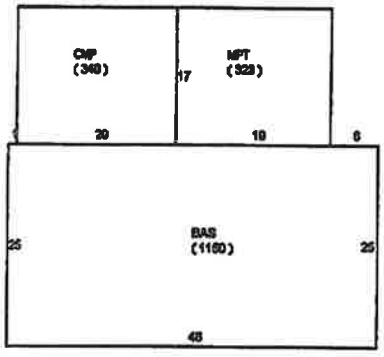
IMPROVEMENT ATTRIBUTES - Card 1 of 1

Building Type: SINGLE FAM
Year Built: 1960
Square Footage: 1,150
Number of Living Units: 1
Building Grade: C
Building Condition: Average

Rooms: 5
Beds: 2
Baths: 1
Half Bath: 1
Fixtures: 7

Exterior Wall: BRICK
Frame Type: RESD FRAME
Story Height: ONE STY
Foundation Type: CRAWL
Roof Cover: ASPHALT





*This classification is for assessment purposes only and is not a zoning designation, nor does it speak to the legality of the current use of the subject property.

getLatLong.net

FAQ | iTouchmap.com

Home » Latitude and Longitude of a Point

To find the latitude and longitude of a point you can do any of the following...

1. Press and Hold the Shift Key then Click on the point on the map.
2. Drag the red marker.
3. Enter the Address 3227 West Hamilton Avenue, Nashville, TI GO

Latitude and Longitude of a Point



Clear / Reset Remove Last Blue Marker Center Red Marker

Get the Latitude and Longitude of a Point

When you click on the map, move the marker or enter an address the latitude and longitude coordinates of the point are inserted in the boxes below.

Latitude:	36.211047
Longitude:	-86.828255

	Degrees	Minutes	Seconds
Latitude:	36	12	39.7692
Longitude:	-86	49	41.7174

Show Point from Latitude and Longitude

Use this if you know the latitude and longitude coordinates of a point and want to see where on the map the point is.
Use: + for *N* Lat or *E* Long - for *S* Lat or *W* Long.
Example: +40.689060 -74.044636
Note: Your entry should not have any embedded spaces.

Decimal Deg. Latitude:

Decimal Deg. Longitude:

Show Point

Example: +34 40 50.12 for *34N 40' 50.12"*

	Degrees	Minutes	Seconds
Latitude:			
Longitude:			

Show Point

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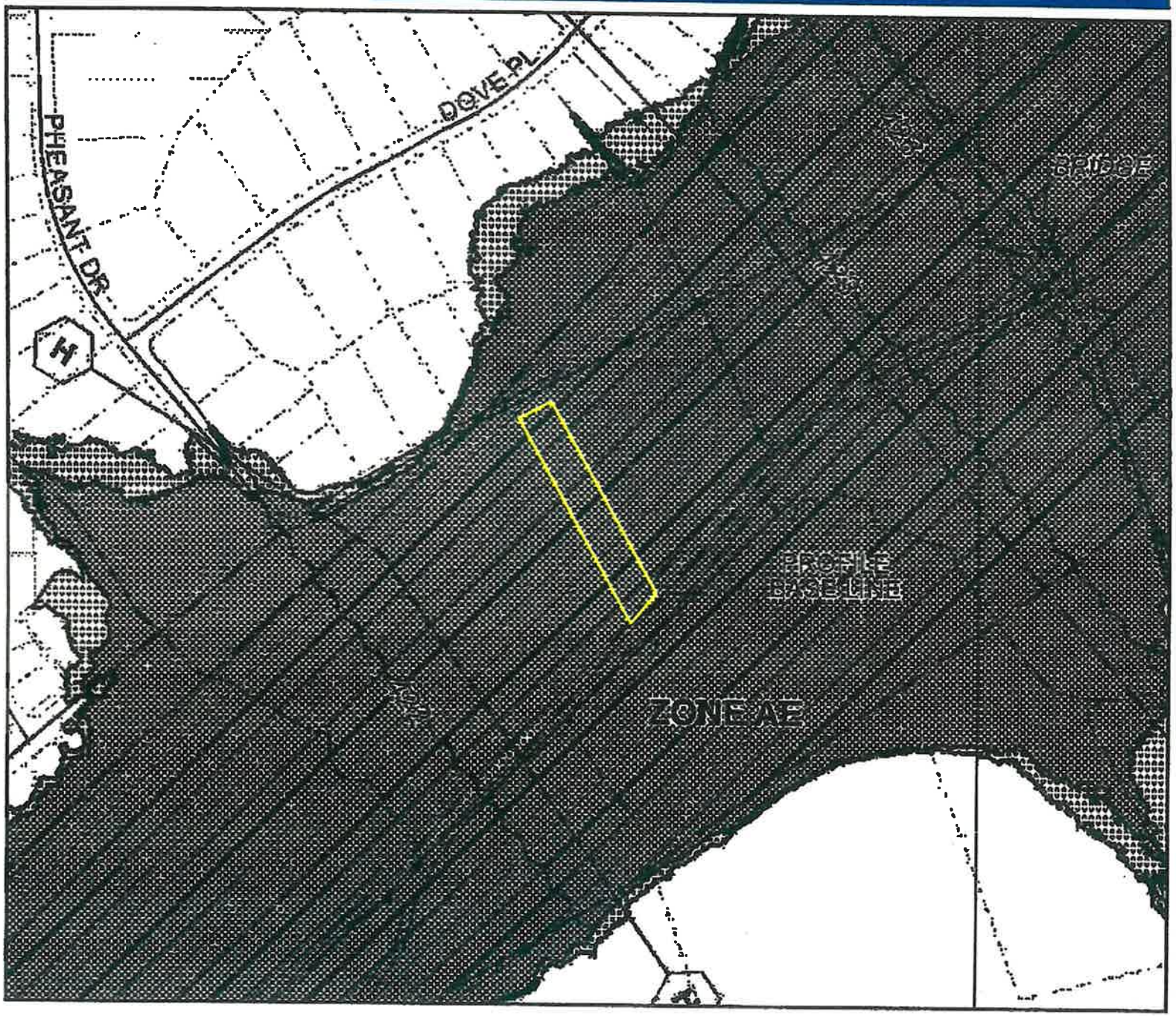
3227 W HAMILTON AVENUE



METRO WATER SERVICES

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PANEL 0228H

FIRM

FLOOD INSURANCE RATE MAP

METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
AND INCORPORATED AREAS

PANEL 228 OF 478

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY NUMBER PANEL SUFFIX

NATIONAL FLOOD INSURANCE PROGRAM

MAP NUMBER
47037C0228H

MAP REVISED
APRIL 5, 2017

Federal Emergency Management Agency



3227 W HAMILTON AVE

450
Feet

1007

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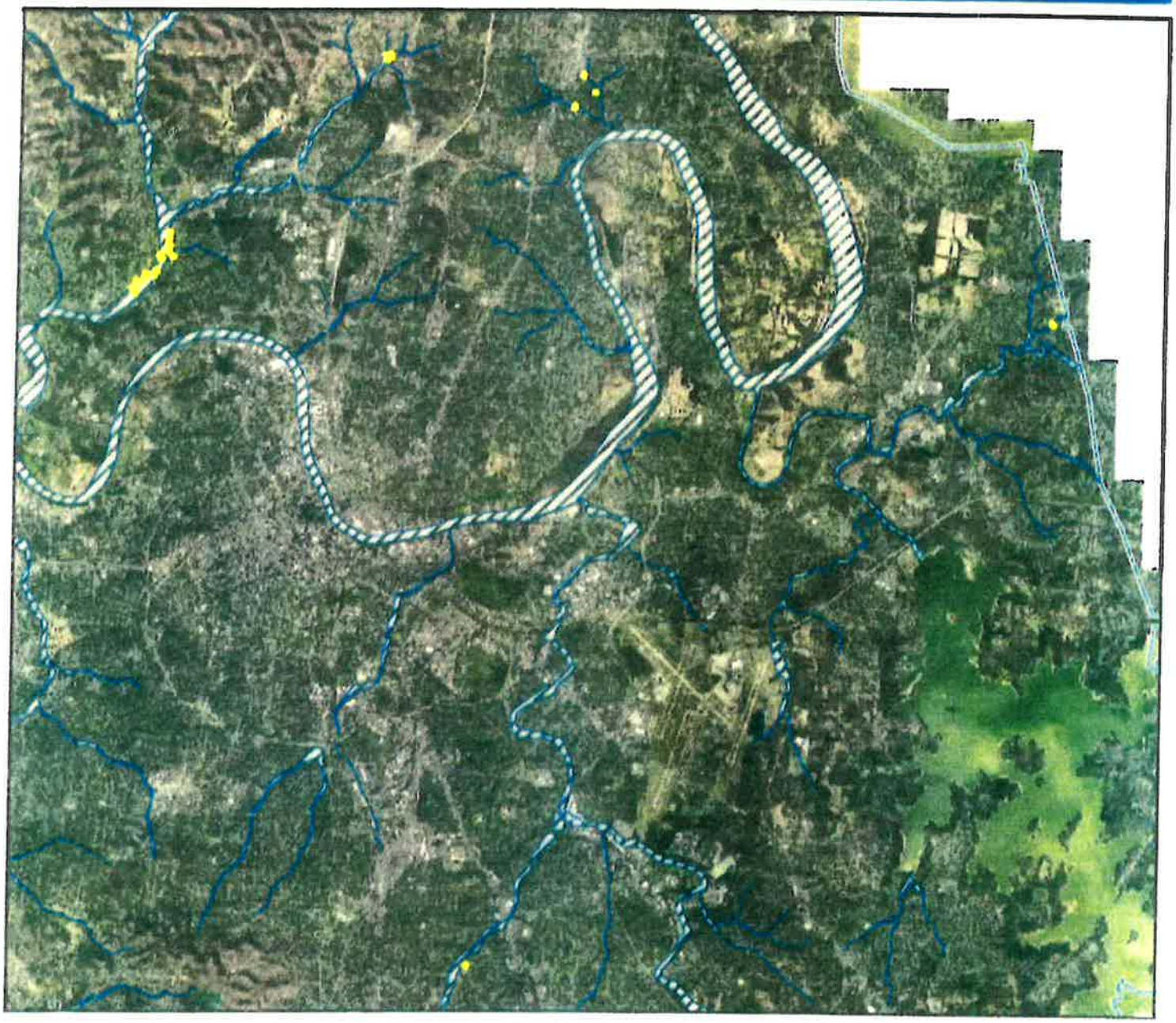
Repetitive Loss Properties



PROPERTIES
FLOODWAY
Davidson County

METRO WATER SERVICES

Repetitive Loss Properties

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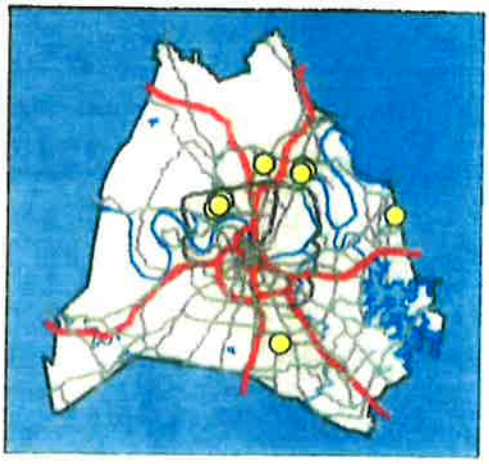

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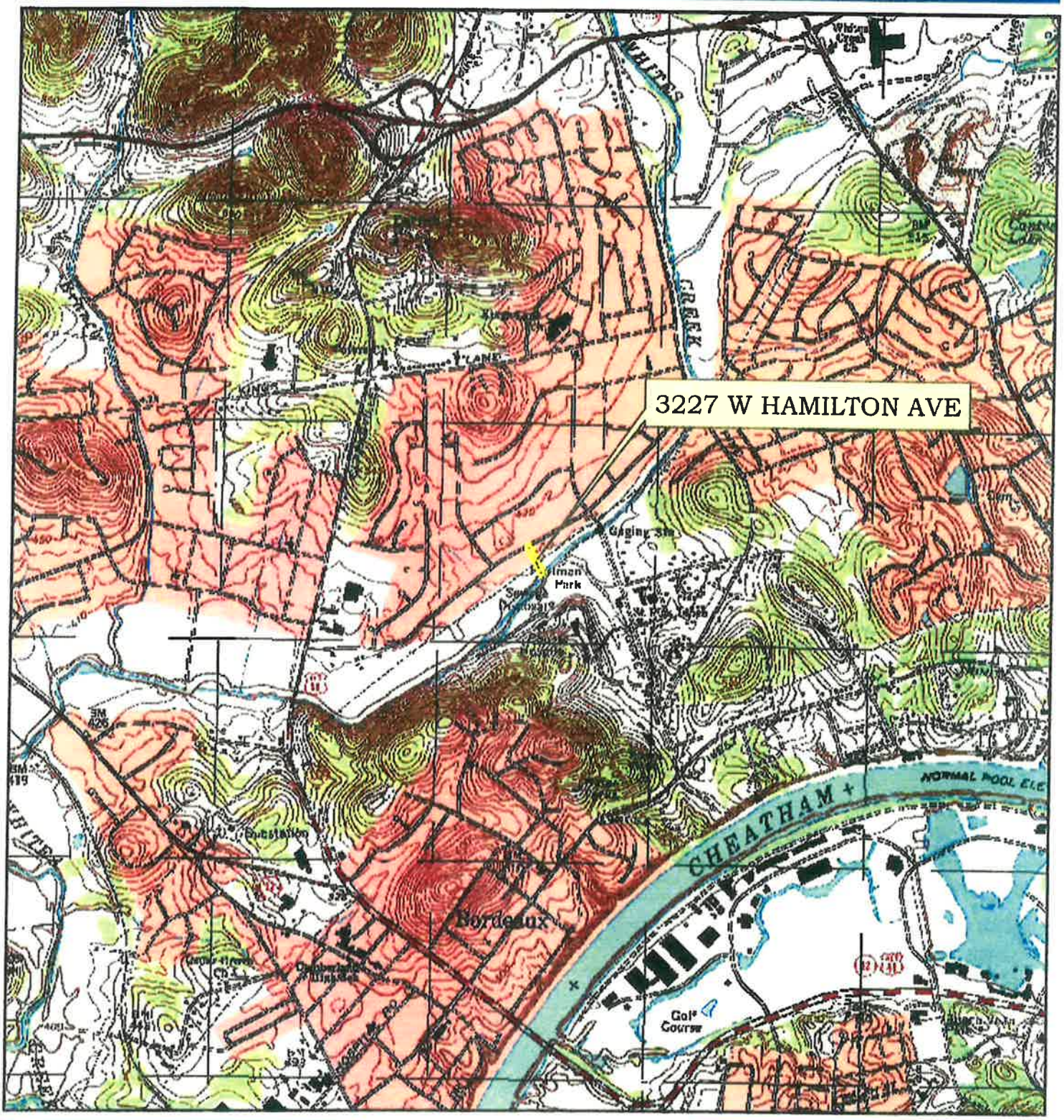

3227 W HAMILTON AVE

METRO WATER SERVICES

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PARCEL NO: 07001005100

JOHNSON, DONYA M.

LATITUDE: -86.828553 LONGITUDE: 36.21153

0 0.125 0.25 0.5 0.75 1 Miles

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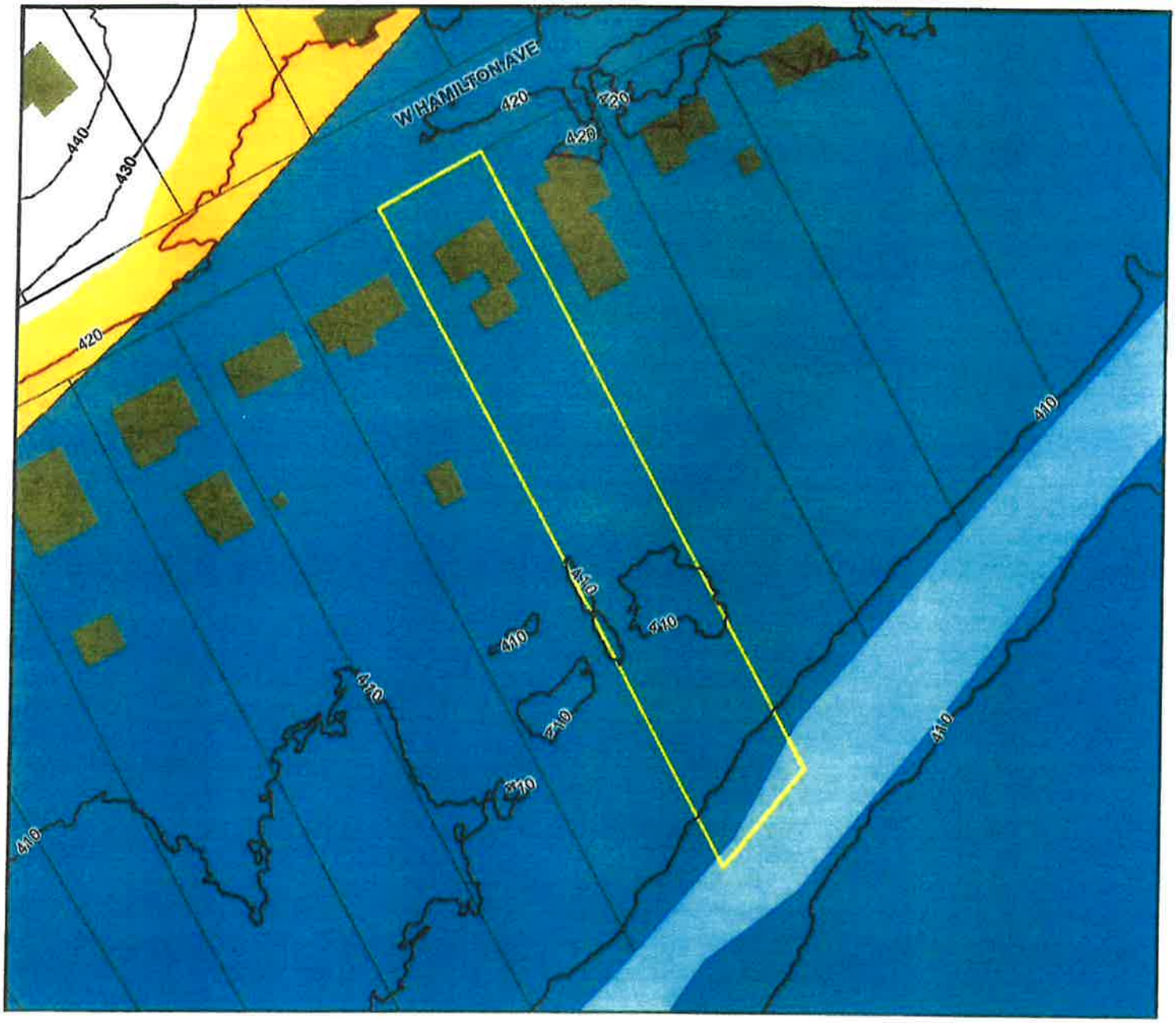
3227 W HAMILTON AVENUE



10FT CONTOURS
BUILDING FOOTPRINTS
3227 W HAMILTON AVE
WATER BODIES
PARCELS
FLOODWAY
FLOODPLAIN
METRO WATER SERVICES

PARCEL NO: 07001005100

JOHNSON, DONYA M.

LATITUDE: -86.828553

LONGITUDE: 36.21153

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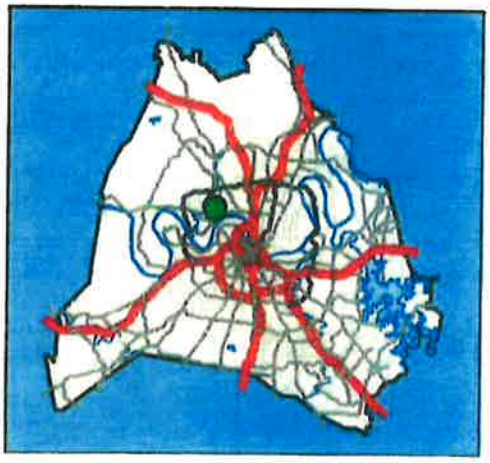
0 35 70 140 210 Feet



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3227 West Hamilton Avenue
Nashville, TN 37218
Parcel # 070 14 0 051.00
36.211047
-86.828255

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FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

O.M.B. No. 3067-0077
Expires December 31, 2005

Important: Read the instructions on pages 1-7. Stanpar: 07001005100

SECTION A – PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME JOHNSON, DONYA M.			For Insurance Company Use: Policy Number
BUILDING STREET ADDRESS (Including Apt., Unit, Suite, and/or Bldg. No.) OR P.O. ROUTE AND BOX NO. 3227 WEST HAMILTON AV			Company NAIC Number
CITY NASHVILLE, TN	STATE TENNESSEE	ZIP CODE 37218	

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
LOT 290 SEC 8 TREPPARD HGTS

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ##.##" or ##.######°)
HORIZONTAL DATUM: SOURCE: ☐ GPS (Type):____ ☐ NAD 1927 ☐ NAD 1983 ☐ USGS Quad Map ☐ Other:____

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER	B2. COUNTY NAME	B3. STATE
47040 - Nashville	DAVIDSON	TENNESSEE

B4. MAP AND PANEL NUMBER	B5. SUFFIX	B6. FIRM INDEX DATE	B7. FIRM PANEL EFFECTIVE/REVISED DATE	B8. FLOOD ZONE(S)	B9. BASE FLOOD ELEVATION(S) (Zone AO, use depth of flooding)
47037C0204	F	April 20, 2001	April 20, 2001	AE	420.4

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other (Describe):

B11. Indicate the elevation datum used for the BFE in B9: ☒ NGVD 1929 ☐ NAVD 1988 ☐ Other (Describe):

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No Designation Date

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☒ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Building Diagram Number (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.) 8

C3. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO
Complete items C3.-a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum NGVD29 Conversion/Comments ____

Elevation reference mark used RM 204-1 Does the elevation reference mark used appear on the FIRM? ☒ Yes ☐ No

o a) Top of bottom floor (including basement or enclosure)	420.1	ft.(m)
o b) Top of next higher floor	___	ft.(m)
o c) Bottom of lowest horizontal structural member (V zones only)	___	ft.(m)
o d) Attached garage (top of slab)	___	ft.(m)
o e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area)	___	ft.(m)
o f) Lowest adjacent (finished) grade (LAG)	416.2	ft.(m)
o g) Highest adjacent (finished) grade (HAG)	___	ft.(m)

o h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade ___
o i) Total area of all permanent openings (flood vents) in C3.h ____sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

PHILLIP G CHAPMAN
REGISTERED LAND SURVEYOR
7/23/03
TENNESSEE NO. 2007

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information.
I certify that the information in Sections A, B, and C on this certificate represents my best efforts to interpret the data available.
I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

CERTIFIER'S NAME Phillip Grant Chapman	LICENSE NUMBER TN RLS 2007		
TITLE Survey Manager	COMPANY NAME AMEC Earth & Environmental Inc		
ADDRESS 3800 Ezell Road, Suite 100	CITY Nashville	STATE TN	ZIP CODE 37211
SIGNATURE Phillip Grant Chapman	DATE 07/23/2003	TELEPHONE 615-333-0630	

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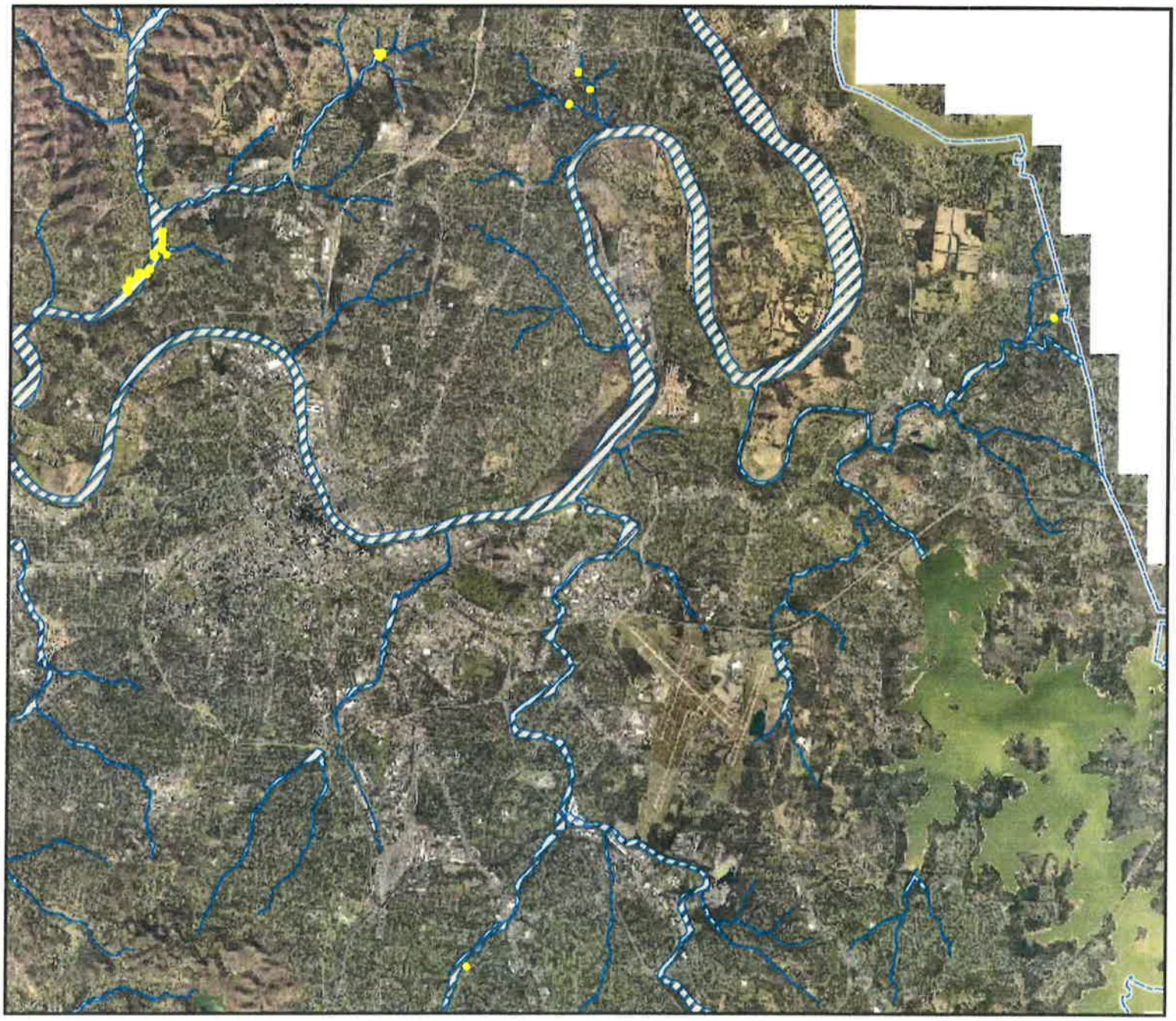
Repetitive Loss Properties



PROPERTIES
FLOODWAY
Davidson County

METRO WATER SERVICES

Repetitive Loss Properties

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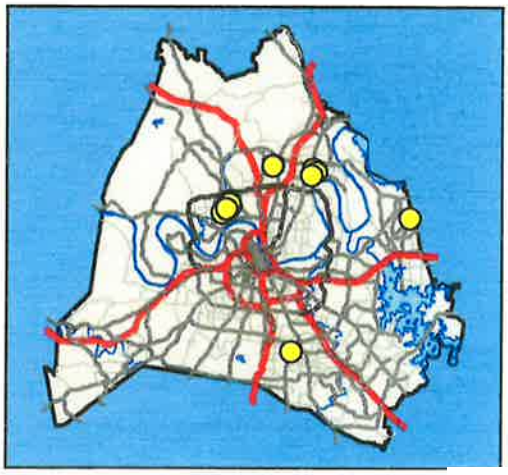

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FINAL PUBLIC NOTICE

The Metro Water Services, Stormwater Division has applied for Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program (FMA) funding through the Tennessee Emergency Management Agency (TEMA) as a sub-recipient.

Under the National Environmental Policy Act (NEPA), federal actions must be reviewed and evaluated for feasible alternatives and for social, economic, historic, environmental, legal, and safety considerations. Under Executive Order (EO) 11988 and EO 11990, FEMA is required to consider alternatives to and to provide a public notice of any proposed actions in or affecting floodplains or wetlands. EO 12898 also requires FEMA to provide the opportunity for public participation in the planning process and to consider potential impacts to minority and low-income populations. This notice may also fulfill requirements under Section 106 of the National Historic Preservation Act (NHPA).

Funding for the proposed project will be conditional upon compliance with all applicable federal, tribal, state, and local laws, regulations, floodplain standards, permit requirements and conditions.

Applicant: Metro Water Services, Stormwater Division

Project Title: FMA -2020 Metro Water Services, Acquisition and Demolition

Location of Proposed Work:

Address of Structures: Two properties are located in the Haynes Estates subdivision west of Whites Creek Pike and east of Clarksville Pike. Three properties are located in the Troppard Heights subdivision west of Whites Creek Pike and east of Clarksville Pike. One property is located located in the Bellshire Terrace west of Dickerson Pike and east of I-24.
A map showing the location of all properties is available by contacting (Antonette Plummer via email at Antonette.Plummer@nashville.gov or by phone at (615) 862-4582)

Special Flood Hazard Area Zone:

This project is for the acquisition and demolition of the residential structures located in a mapped Zone AE. Confirmation of locations are in SFHA was made by reference to the latest Flood Insurance Rate Map, Panel 47037C0119H dated 04/05/2017, 47037C0227H dated 04/05/2017, and 47037C0229H dated 04/05/2017. The proposed work conforms to all applicable State of Tennessee and local floodplain regulations. The proposed work will not take place within existing bodies of water, and will not have an effect on the local floodplain. The proposed work has no potential to be affected by the location in an SFHA. The action will be mitigated by removing the structure from an area of repetitive flooding. The demolition is functionally dependent (cannot perform its intended purpose unless it is located near water) and facilitates open space use.

Proposed Work and Purpose:

Metro Water Services, Stormwater Division is proposing to acquire and demolish six (6) residential properties that have suffered repetitive flood loss. All demolitions will conform to the existing footprint

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of the residential property and be restricted to open space in perpetuity. The purpose of this project is to reduce the risk of flood loss through removal of structures from an area of repetitive flooding.

Project Alternatives:
Alternative #1: Elevation was considered as an alternative to demolishing the residential structure. However, the properties have experienced repetitive flooding to a point where elevation is not feasible.

Alternative #2: Relocating the residential structures would not be feasible as the structures have experienced repetitive flooding.

Alternative #3: Taking no action would result in this home remaining in an area that is highly prone to flooding. Repetitive flood losses could still occur, placing a burden on the property owner, as well as local government resources.

Comment Period:
Comments are solicited from the public; local, state or federal agencies; and other interested parties in order to consider and evaluate the impacts of the proposed project. The comments should be made in writing and addressed to Metro Water Services, Stormwater Division. All comments are due within 30 days of this notice. The Metro Water Services, Stormwater Division will forward comments to applicable regulatory agencies as needed.

Interested persons may submit comments, obtain more detailed information about the proposed action, or request a copy of the findings by contacting:

Antonette M. Plummer
1600 Second Avenue North
Nashville, TN 37208
(615) 862-4582
Antonette.Plummer@nashville.gov

POSTED ON: October 9, 2020

End of Notice

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U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472

FEMA

OCT 0 8 2013

MEMORANDUM FOR: Regional Administrators
Regions I-X

ATTENTION: Regional Mitigation Division Directors
Hazard Mitigation Assistance Branch Chiefs

FROM: David L. Miller
Associate Administrator
Federal Insurance and Mitigation Directorate

SUBJECT: Cost Effectiveness Determinations for Acquisitions and Elevations in Special Flood Hazard Areas Using Pre-calculated Benefits

This memorandum supersedes the August 15, 2013 version and clarifies the use of pre-calculated benefits to determine cost effectiveness of elevations and acquisitions in Special Flood Hazard Areas (SFHA). The Risk Reduction Division analyzed over 11,000 structures acquired or elevated and found that the average benefits for each project type are $276,000 and $175,000 respectively. Therefore, FEMA has determined that the acquisition or elevation of a structure located in the 100-year floodplain as delineated on the Flood Insurance Rate Map (FIRM) or based on best available data, that costs less than or equal to the amount of benefits listed above is considered cost effective. For projects that contain multiple structures, the average cost of all structures in the project must meet the stated criterion.

This methodology is available for all Hazard Mitigation Assistance (HMA) grant programs and can be applied to new applications as well as pending projects where the application period has expired. Additionally, pre-calculated benefits can be used to evaluate cost overruns for approved projects, if a new cost effectiveness review is being performed.

The specific geographic location of structures can increase acquisition and elevation costs. The benefit amounts identified above may be adjusted by using the most current locality multipliers included in industry accepted construction cost guides. If a multiplier is used, a copy of the source document must be included as part of the grant application.

The applicant or subapplicant must provide a map that clearly identifies the structure's footprint and delineates the 100-year SHFA, using the FIRM or best available data. If any part of the structure lies within the 100-year SFHA, the applicant or subapplicant can use the pre-calculated benefit value to demonstrate cost effectiveness. As an alternative, First Floor Elevation (FFE) and Base Flood Elevation (BFE) can be provided for each structure. If the FFE is lower than the BFE, pre-calculated benefits can be used to demonstrate cost effectiveness. No other detailed analysis is required. These pre-calculated benefits can be used in 100-year floodplains in riverine and coastal areas.

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Pre-calculated benefits cannot be used to estimate costs. Cost estimates must be based on industry standards, vendor estimates or other acceptable sources. Only documented, eligible costs for completed work will be reimbursed.

This memorandum does not replace or supersede the benefit cost analysis waiver for acquisition of substantially damaged residential structures in riverine floodplains.

This determination advances FEMA's commitment to streamline the HMA programs by eliminating the need for complete benefit cost analysis for each structure located within a 100-year floodplain. This reduces time and resources needed for data collection, analysis and review, and allows communities to recover from disasters more quickly.

If you have any questions, please contact Kayed Lakhia, Deputy Director, Risk Reduction Division at (202) 646-3458.

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STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
DIVISION OF WATER RESOURCES
William R. Snodgrass - Tennessee Tower
312 Rosa L. Parks Avenue, 11th Floor
Nashville, Tennessee 37243-1102

October 24, 2018

Mr. Tom Palko
Assistant Director
Metro Water Services
1600 Second Avenue North, 5th Floor
Nashville, Tennessee 37208

re: Metro Nashville Acquisition Demolition Project
Davidson County, TN

Dear Mr. Palko:

The Division appreciates the opportunity to provide a response to the Metro Nashville Acquisition Demolition Project. The project involves acquiring twenty-seven pieces of property that are located in various floodplains for the purpose of demolition and debris removal with assistance from the Tennessee Emergency Management Agency. These properties are located in the city limits of Nashville/Davidson County.

The Division's comments are as follows:

- Keep any disturbance to riparian vegetation to a minimum.
- If an aquatic feature must be crossed by machinery, and the crossing requires construction of a crossing structure such as a culvert or ford, notify the Natural Resources Unit so that we can review the crossing structure and its potential impact to the aquatic feature.
- Streambeds shall not be used as transportation routes for construction equipment. Temporary stream crossings shall be limited to one point in the construction area and erosion prevention and sediment control measures shall be utilized where stream banks are disturbed.

All of the properties are less than one acre in size, such that there should not be a land disturbance of one acre or more that would require a Construction Stormwater Permit (CGP). From reviewing the maps submitted, I only found one location where two properties were adjacent to one another and they still did not add up to one acre. The Division does encourage erosion controls be maintained during construction even with projects that will disturb less than one acre of land.

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If you have any further questions, I will be glad to try to assist you. You may reach me at (615) 532-0170 or tom.moss@tn.gov.

Sincerely,

Thomas A. Moss

Thomas A. Moss, P.G.
Environmental Review Coordinator
Compliance and Enforcement Unit

cc: April Grippo, DWR Deputy Director

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DAVID BRILEY
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Stormwater Division – Development Review
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

September 21, 2018

Ms. Sharon Escue, ASA
Tennessee Department of Environment and Conservation
Nashville Environmental Field Office
711 R. S. Gass Boulevard
Nashville, TN 37243

RE: Whites/Gibson/Stoners/7 Mile Creek
Acquisition/Demolition Project

Dear Ms. Escue:

The Metropolitan Government of Nashville and Davidson County, with assistance from the Tennessee Emergency Management Agency, is proposing to acquire twenty-seven pieces of property that are located in various floodplains for the purpose of demolition and debris removal. These properties are located in the city limits of Nashville/Davidson County. Maps are enclosed, with the property locations marked. I am also including a property list with addresses, tax map and parcel numbers and the streams that were responsible for the flooding.

Project Goal: The demolition and removal of debris from this location.

Date of Demolition and Debris Removal: Pending approval of the grant by TEMA.

Demolition: Upon approval of the grant by TEMA, the Metropolitan Government will place the project out for bid.

Receipt of Debris: Upon approval of the grant by TEMA, debris removal and restoration of the property will be completed by the contractor who is awarded the demolition contract.

Asbestos Determination: Upon approval of the grant by TEMA, the Metropolitan Government will place the project out for bid if any asbestos are discovered on site.

Upon demolition of the structures and removal of all debris, the land will lie fallow in perpetuity.

After making your determination concerning this project, please forward your response to me.

Should you have any questions concerning this project, please feel free to contact Toni Plummer at (615) 862-4582 or Mr. Tom Palko at (615) 862-4510.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Very truly yours,

Tom Palko

Tom Palko
Metro Water Services, Assistant Director

1600 Second Avenue North 5th Floor
Nashville, TN 37208
615.862.4510 (Office)
615.862.4929(Fax)Enclosure

cc: Scott A. Potter, WS Director
Tom Palko, WS Assistant Director

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Whites/Gibson/Stoners/7 Mile Creek - Acquisition/Demolition Project						
House #	Address	City	State	Zip Code	Parcel #	Creek
3843	CROUCH DR	NASHVILLE	TN	37207	059 14 0 148.00	Whites
3855	CROUCH DR	NASHVILLE	TN	37207	059 10 0 244.00	Whites
3867	CROUCH DR	NASHVILLE	TN	37207	059 10 0 241.00	Whites
3875	CROUCH DR	NASHVILLE	TN	37207	059 10 0 239.00	Whites
3891	CROUCH DR	NASHVILLE	TN	37207	059 10 0 235.00	Whites
3903	CROUCH DR	NASHVILLE	TN	37207	059 10 0 232.00	Whites
3907	CROUCH DR	NASHVILLE	n	37207	059 10 0 231.00	Whites
3915	CROUCH DR	NASHVILLE	TN	37207	059 10 0 229.00	Whites
3939	CROUCH DR	NASHVILLE	TN	37207	059 10 0 223.00	Whites
5045	EDMONDSON PIKE	NASHVILLE	TN	37115	147 10 0 074.00	7 Mile
248	EMMITT AVE	MADISON	TN	37115	051 08 0 070.00	Gibson
3905	FLICKER DR	NASHVILLE	TN	37218	059 13 0 112.00	Whites
146	HARRIS ST	MADISON	TN	37115	052 01 0 020.00	Gibson
3001	HUMMINGBIRD DR	NASHVILLE	TN	37218	059 14 0 009.00	Whites
732A	MADISON BLVD	MADISON	TN	37115	052 01 0 272.00	Gibson
4937	SHADOWLAWN DR	HERMITAGE	TN	37076	076 05 0 048.00	Stoners
4941	SHADOWLAWN DR	HERMITAGE	TN	37076	076 05 0 049.00	Stoners
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3227	W HAMILTON AVE	NASHVILLE	TN	37218	070 01 0 051.00	Whites

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Plummer, Antonette (WS)

From:	Harrison, Sarah <sarah_harrison@fws.gov>
Sent:	Wednesday, October 03, 2018 8:15 AM
To:	Plummer, Antonette (WS)
Cc:	Robbie Sykes
Subject:	2018-CPA-0783 Metropolitan Government of Nashville and Davidson County Floodplain Acquisition and Demolition

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Ms. Plummer,

U.S. Fish and Wildlife Service (Service) personnel have reviewed your correspondence dated September 21, 2018, regarding the proposal to acquire 27 pieces of property that are located in various floodplains throughout Davidson County. Once the properties are acquired they will be demolished and debris removed and the land will lie fallow in perpetuity. Your correspondence requested information regarding potential impacts to federally threatened and endangered species. In response, the Service offers the following comments.

Information available to the Service does not indicate that federally threatened and endangered species or designated critical habitat occur within the impact area for 26 of the 27 properties proposed for this project, therefore the Service does not anticipate that any federally listed species would be impacted by the actions taken on those properties. However the property located at 5045 Edmondson Pike is located within the Mill Creek watershed along Sevenmile Creek near a location where endangered species collection records available to the Service indicates that the federally endangered Nashville crayfish (*Orconectes shoupi*). Provided there is no work proposed in Sevenmile Creek and no sediment is allowed to enter the stream, we would not expect that acquisition of the 5045 Edmondson Pike lot and demolition of the existing structures would impact the Nashville crayfish.

The Service would not anticipate the proposed action to adversely affect federally listed species; however, in accordance with section 7 of the Endangered Species Act (87 stat. 884 as amended; 16 U.S.C. 1531 et seq.), it is the responsibility of the lead federal agency to make an effects determination. A may affect determination would require further coordination with the Service.

We take this opportunity to inform you of the online project review tool, which can be found at https://www.fws.gov/cookeville/project_review.html. If upon completion of this process you determine that your project is unlikely to affect federally listed species, you can certify your determination, and no further coordination would be required. If your project may affect these resources, the review package developed through the process would expedite further review upon submission to our office.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Please feel free to contact me if you have any questions or concerns regarding this information.

Sincerely,

Sarah Harrison

--
Sarah Harrison
Fish & Wildlife Biologist
USFWS Tennessee Field Office
446 Neal Street
Cookeville, TN 38501
Phone: 931-528-6481 ext. 222

NOTE: This email correspondence and any attachments to and from this sender is subject to the Freedom of Information Act (FOIA) and may be disclosed to third parties.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

DAVID BRILEY
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Stormwater Division – Development Review
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

September 21, 2018

Ms. Mary Jennings
Field Supervisor
U. S. Fish and Wildlife Service
446 Neal Street
Cookeville, TN 38501

RE: Whites/Gibson/Stoners/7 Mile Creek
Acquisition/Demolition Project

Dear Ms. Jennings:

The Metropolitan Government of Nashville and Davidson County, with assistance from the Tennessee Emergency Management Agency, is proposing to acquire twenty-seven pieces of property that are located in various floodplains for the purpose of demolition and debris removal. These properties are located in the city limits of Nashville/Davidson County. Maps are enclosed, with the property locations marked. I am also including a property list with addresses, tax map and parcel numbers and the streams that were responsible for the flooding.

Project Goal: The demolition and removal of debris from this location.

Date of Demolition and Debris Removal: Pending approval of the grant by TEMA.

Demolition: Upon approval of the grant by TEMA, the Metropolitan Government will place the project out for bid.

Receipt of Debris: Upon approval of the grant by TEMA, debris removal and restoration of the property will be completed by the contractor who is awarded the demolition contract.

Asbestos Determination: Upon approval of the grant by TEMA, the Metropolitan Government will place the project out for bid if any asbestos are discovered on site.

Upon demolition of the structures and removal of all debris, the land will lie fallow in perpetuity.

After making your determination concerning this project, please forward your response to me.

Should you have any questions concerning this project, please feel free to contact Toni Plummer at (615) 862-4582 or myself at (615) 862-4510.

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Very truly yours,

Tom Palko
Metro Water Services, Assistant Director

1600 Second Avenue North 5th Floor
Nashville, TN 37208
615.862.4510 (Office)
615.862.4929(Fax)Enclosure

cc: Scott A. Potter, WS Director
Tom Palko, WS Assistant Director

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Whites/Gibson/Stoners/7 Mile Creek - Acquisition/Demolition Project						
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732A	MADISON BLVD	MADISON	TN	37115	052 01 0 272.00	Gibson
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TENNESSEE WILDLIFE RESOURCES AGENCY

ELLINGTON AGRICULTURAL CENTER
P. O. BOX 40747
NASHVILLE, TENNESSEE 37204

October 11, 2018

Tom Palko
Metropolitan Government of Nashville and Davidson County
Department of Water and Sewerage Services
Stormwater Division – Development Review
800 Second Avenue South
P.O. Box 196300
Nashville, TN 37219-6300

Re: Whites/Gibson/Stoners/7 Mile Creek
Acquisition/Demolition Project

Dear Mr. Palko:

The Tennessee Wildlife Resources Agency has reviewed the information that you provided regarding the proposed acquisition of twenty-seven pieces of property on which demolition of structures and debris removal is proposed. These parcels are located in the Whites Creek, Gibson Creek, Stoners Creek and Sevenmile Creek watersheds. The properties proposed for acquisition are at 3843 Crouch Drive, 3855 Crouch Drive, 3867 Crouch Drive, 3875 Crouch Drive, 3891 Crouch Drive, 3903 Crouch Drive, 3907 Crouch Drive, 3915 Crouch Drive, 3939 Crouch Drive, 5045 Edmondson Pike, 248 Emmitt Avenue, 3905 Flicker Drive, 146 Harris Street, 3001 Hummingbird Drive, 732 A Madison Blvd., 4937 Shadowlawn Drive, 4941 Shadowlawn Drive, 1140 Tuckahoe Drive, 1148 Tuckahoe Drive, 1152 Tuckahoe Drive, 3900 Tucker Road, 3000 W Hamilton Avenue, 3103 W Hamilton Avenue, 3115 W Hamilton Avenue, 3214 W Hamilton Avenue, 3225 W Hamilton Avenue, and 3227 W Hamilton Avenue. We have reviewed our databases for documented occurrences of state listed species within the boundaries of the proposed parcels and found no occurrences. The state and federally Endangered Nashville Crayfish (*Orconectes shoupi*) has been documented to occur in Sevenmile Creek which is adjacent to the property located at 5045 Edmondson Pike. It is our understanding that no wetlands or streams will be impacted by the project. Based on these understandings, we do not anticipate adverse impacts to state listed species under our authority due to the proposed project; provided that best management practices to address erosion and sediment are implemented and maintained during demolition and debris removal.

Thank you for the opportunity to review and comment on this proposed project. If you have further questions regarding this matter, please contact me at 615-781-6572.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Sincerely,

Robert M. Todd

Robert M. Todd
Fish and Wildlife Environmentalist

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

DAVID BRILEY
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Stormwater Division -- Development Review
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

September 21, 2018

Mr. Robert Todd
Fish and Wildlife Environmentalist
TWRA
P. O. Box 40747
Nashville, TN 37204

RE: Whites/Gibson/Stoners/7 Mile Creek
Acquisition/Demolition Project

Dear Mr. Todd:

The Metropolitan Government of Nashville and Davidson County, with assistance from the Tennessee Emergency Management Agency, is proposing to acquire twenty-seven pieces of property that are located in various floodplains for the purpose of demolition and debris removal. These properties are located in the city limits of Nashville/Davidson County. Maps are enclosed, with the property locations marked. I am also including a property list with addresses, tax map and parcel numbers and the streams that were responsible for the flooding.

Project Goal: The demolition and removal of debris from this location.

Date of Demolition and Debris Removal: Pending approval of the grant by TEMA.

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Asbestos Determination: Upon approval of the grant by TEMA, the Metropolitan Government will place the project out for bid if any asbestos are discovered on site.

Upon demolition of the structures and removal of all debris, the land will lie fallow in perpetuity.

After making your determination concerning this project, please forward your response to me.

Should you have any questions concerning this project, please feel free to contact Toni Plummer at (615) 862-4582 or myself at (615) 862-4510.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Very truly yours,

Tom Palko
Metro Water Services, Assistant Director

1600 Second Avenue North 5th Floor
Nashville, TN 37208
615.862.4510 (Office)
615.862.4929(Fax)Enclosure

cc: Scott A. Potter, WS Director
Tom Palko, WS Assistant Director

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Whites/Gibson/Stoners/7 Mile Creek - Acquisition/Demolition Project						
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3905	FLICKER DR	NASHVILLE	TN	37218	059 13 0 112.00	Whites
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DEPARTMENT OF THE ARMY
NASHVILLE DISTRICT, CORPS OF ENGINEERS
110 NINTH AVENUE SOUTH, ROOM A410
NASHVILLE TN 37203

REPLY TO

JAN 24 2019

CELRN-EC-H

Mr. Tom Palko
Metropolitan Nashville and Davidson County
Metro Water Services
1600 Second Avenue North 5th Floor
Nashville, TN 37208

Dear Mr. Palko,

I am writing in response to your letter dated September 21, 2018 requesting comment on the proposed acquisition of twenty-seven pieces of property (located in the Whites Creek, Gibson Creek, Stoners Creek, and Sevenmile Creek drainage basins) within the city limits of Nashville/Davidson County. These properties have been identified as being in a designated floodway and/or floodplain. Structures on these properties will be demolished, the debris removed, and the land will lie fallow in perpetuity upon completion of the proposal.

The removal of these structures from the floodway and/or floodplain will improve the conveyance of floodwaters and reduce flood damage claims in the future. As such, the Corps of Engineers fully supports this action as an example of proactive management of flood plain risk.

Thank you for the opportunity to comment on this project.

Sincerely,

Michael W. Sorrels, P.E.
Chief, H&H Branch

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DAVID BRILEY
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Stormwater Division – Development Review
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

September 21, 2018

Mr. Benjamin L. Rohrbach, P.E.
Chief, Hydrology & Hydraulics Branch
U. S. Army Corps of Engineers
Nashville District
P. O. Box 1070
Nashville, TN 37202-1070

RE: Whites/Gibson/Stoners/7 Mile Creek
Acquisition/Demolition Project

Dear Mr. Rohrbach:

The Metropolitan Government of Nashville and Davidson County, with assistance from the Tennessee Emergency Management Agency, is proposing to acquire twenty-seven pieces of property that are located in various floodplains for the purpose of demolition and debris removal. These properties are located in the city limits of Nashville/Davidson County. Maps are enclosed, with the property locations marked. I am also including a property list with addresses, tax map and parcel numbers and the streams that were responsible for the flooding.

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Upon demolition of the structures and removal of all debris, the land will lie fallow in perpetuity.

After making your determination concerning this project, please forward your response to me.

Should you have any questions concerning this project, please feel free to contact Toni Plummer at (615) 862-4582, by email at Antonette.Plummer@nashville.gov or myself at (615) 862-4510. Our fax number is (615) 862-4929.

If you need assistance or an accommodation, please contact Metro Water Services, at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

DocuSign Envelope ID: 98563D82-66F9-48FD-BD9F-9A87125F8F2D

Very truly yours,

Tom Palko
Metro Water Services, Assistant Director

1600 Second Avenue North 5th Floor
Nashville, TN 37208
615.862.4510 (Office)
615.862.4929(Fax)Enclosure

cc: Scott A. Potter, WS Director
Tom Palko, WS Assistant Director

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Whites/Gibson/Stoners/7 Mile Creek - Acquisition/Demolition Project						
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File #: RS2021-798, **Version:** 1

A resolution approving Amendment 1 to a grant contract between the State of Tennessee, Department of Environment and Conservation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to extend the term of the grant contract.

WHEREAS, RS2019-1594 approved of a grant contract in an amount not to exceed $95,617.00 and a required cash match of $75,887.00, between the State of Tennessee, Department of Environment and Conservation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, for replacement of 130 broken and missing tree grates with flexible porous paving; and,

WHEREAS, the grant contract will expire in March 2021 and the parties wish to extend the term of the contract for one year; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 1 to the grant contract between the State of Tennessee, Department of Environment and Conservation, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Water and Sewerage Services, to extend the term of the grant contract, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Water and Sewerage Services Department based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution approves an amendment to a grant from the Tennessee Department of Environment and Conservation to Metro Water Services for the replacement of 130 broken and missing tree grates with flexible porous paving. The grant, originally approved by RS2019-1594, is in the amount of $95,617 with a local match of $75,887. The original grant was set to expire March 31, 2021.

This grant amendment extends the term of the grant until March 31, 2022, with no change in the grant amount.

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GRANT SUMMARY SHEET

Grant	TDEC Tire Environmental Act Program 19-20 Amend. 1
Department:	WATER & SEWER
Grantor:	TENNESSEE DEPT. OF ENVIRON. & CONSERVATION
Pass-Through Grantor	
Total Award this	$0.00
Cash Match	$0.00
Department	Rebecca Dohn 880-2420
Status	AMENDMENT

Program Description:
Metro Water Services is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in Nashville's downtown tree wells. Metro's proposal is to replace 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. Approximately 1,197 tires would be recycled and kept out of Tennessee landfills while protecting tree root zones to encourage growth, water infiltration, and protect pedestrians from tripping in tree wells. The materials and labor cost of flexible porous pavement is approximately one-half that of traditional cast-iron tree grates and requires considerably less maintenance. Amendment 1 extends the end date from 12/31/20 to 3/31/22.

Plan for continuation of services upon
We will continue to ask for grant to utilize matching grant as long as budgetary space is available.

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Grants Tracking Form

Part One

Pre-Application ○ **Application** ○ **Award Acceptance** ○ **Contract Amendment** ◉

Department	Dept. No.	Contact	Phone	Fax
WATER & SEWER	065	Rebecca Dohn	880-2420	880-2425

Grant Name:	TDEC Tire Environmental Act Program 19-20 Amned. 1		
Grantor:	TENNESSEE DEPT. OF ENVIRON. & CONSERVATION	**Other:**	
Grant Period From:	01/01/19	(applications only) **Anticipated Application Date:**	
Grant Period To:	03/31/22	(applications only) **Application Deadline:**	
Funding Type:	STATE	**Multi-Department Grant** ☐ → **If yes, list below.**	
Pass-Thru:		**Outside Consultant Project:** ☐	
Award Type:	OTHER	**Total Award:**	$0.00
Status:	AMENDMENT	**Metro Cash Match:**	$0.00
Metro Category:	Est. Prior.	**Metro In-Kind Match:**	$0.00
CFDA #	NA	**Is Council approval required?** ☑	
Project Description:		**Applic. Submitted Electronically?** ☑	

Metro Water Services is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in Nashville's downtown tree wells. Metro's proposal is to replace 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. Approximately 1,197 tires would be recycled and kept out of Tennessee landfills while protecting tree root zones to encourage growth, water infiltration, and protect pedestrians from tripping in tree wells. The materials and labor cost of flexible porous pavement is approximately one-half that of traditional cast-iron tree grates and requires considerably less maintenance. **Amendment 1 extends the end date from 12/31/20 to 3/31/22.**

Plan for continuation of service after expiration of grant/Budgetary Impact:

We will continue to ask for grant to utilize matching grant as long as budgetary space is available.

How is Match Determined?

Fixed Amount of $		or	50.0%	**% of Grant**	**Other:** ☐

Explanation for "Other" means of determining match:

For this Metro FY, how much of the required local Metro cash match:

Is already in department budget?	yes		**Fund**	67431	**Business Unit** 65581840
Is not budgeted?			**Proposed Source of Match:**		Stormwater Funding
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)					

Other:

Number of FTEs the grant will fund:	0.00	**Actual number of positions added:**	0.00	
Departmental Indirect Cost Rate	26.00%	**Indirect Cost of Grant to Metro:**	$39,461.00	
***Indirect Costs allowed?** ◉ Yes ○ No **% Allow.**	26.00%	**Ind. Cost Requested from Grantor:**	$19,730.00	**in budget**

***(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)**

Draw down allowable? ☐

Metro or Community-based Partners:

Part Two

Grant Budget

Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY19		$95,617.00		$75,887.00	67431, 65581840	$19,730.00	$191,234.00	$39,461.00	$19,730.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total			$95,617.00		$75,887.00	67431, 65581840	$19,730.00	$191,234.00	$39,461.00	$19,730.00

Date Awarded:	02/03/21	**Tot. Awarded:**	**$0.00**	**Contract#:**	32701-03647-1
(or) **Date Denied:**		**Reason:**			
(or) **Date Withdrawn:**		**Reason:**			

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd 02/05/21

GCP Approved 02/05/21

Rev. 5/13/13
5179

VW

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CONTRACT AMENDMENT COVER SHEET

Agency Tracking #	Edison ID	Contract #	Amendment #
32701-03647	60987	60987	1

Contractor Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	0000000004

Amendment Purpose & Effect(s)

Extends contract end date and moves line item expenses to correct categories per Policy 03.

Amendment Changes Contract End Date: ☒ YES ☐ NO **End Date:** March 31, 2022

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **$ 0.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019	95,617.00				95,617.00
TOTAL:	**95.617.00**				**95,617.00**

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

Scott Sammer 1SP

CPO USE

Speed Chart (optional)	Account Code (optional)
EN00019275	71300000

327.45

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AMENDMENT 1
OF CONTRACT 60987

This Amendment is made and entered by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" and Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section B. TERM OF CONTRACT is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 1, 2019 ("Effective Date") and extend for a period of thirty-six (36) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

2. Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

DocuSigned by:
Scott Potter
994E7D0AE02B458...

2/4/2021

SIGNATURE **DATE**

Director, Water and Sewerage Services

PRINTED NAME AND TITLE OF SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

DAVID W. SALYERS, P.E., COMMISSIONER **DATE**

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SIGNATURE PAGE
FOR
GRANT NO. Amendment 1 Contract# 60987
Agency tracking number 32701-03647 Tire Environmental Act Program

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DocuSigned by:
Scott Potter
984E700AE028458...
Scott Potter, Director
Water & Sewer Department

2/4/2021
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Kevin Crumbo/tlo
Kevin Crumbo, Director
Department of Finance

2/8/2021
Date

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
Director of Insurance

2/8/2021
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Tara Ladd
Metropolitan Attorney

2/8/2021
Date

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT 1

Page 1

GRANT BUDGET				
Tire Environmental Act Program				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: April 1, 2019 END: March 31, 2022				
POLICY 03 Object Line-item Reference	**EXPENSE OBJECT LINE-ITEM CATEGORY [1]**	**GRANT CONTRACT**	**GRANTEE PARTICIPATION**	**TOTAL PROJECT**
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award [2]	30,549.50	30,549.50	61,099.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	45,337.50	45,337.50	60,675.00
22	Indirect Cost	19,730.00	19,730.00	39,460.00
24	In-Kind Expense	0.00	0.00	0.00
25	**GRAND TOTAL**	**95,617.00**	**95,617.00**	**191,234.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A*. (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

[2] Applicable detail follows this page if line-item is funded.

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GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD [2]	AMOUNT
Labor from Walker Building Group for construction	61,099.00
TOTAL	**61,099.00**

CAPITAL PURCHASE	AMOUNT
Construction supplies for Flexipave porous tree surrounds	60,675.00
TOTAL	**60,675.00**

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RESOLUTION NO. RS2019-1594

A resolution accepting a grant from the State of Tennessee, Department of Environment and Conservation, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to replace 130 broken and missing tree grates with flexible porous paving.

WHEREAS, the State of Tennessee, Department of Environment and Conservation, has awarded a grant in an amount not to exceed $95,617.00 and a required cash match of $75,887.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to replace 130 broken and missing tree grates with flexible porous paving; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the State of Tennessee, Department of Environment and Conservation, in an amount not to exceed $95,617.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to replace 130 broken and missing tree grates with flexible porous paving, a copy of which grant contact is attached hereto as Exhibit 1 and incorporated herein, is hereby approved, and that the Director of Water and Sewerage Services is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Water and Sewerage Services Department based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

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RECOMMENDED BY:

Scott A. Potter, Director
Water and Sewerage Services

INTRODUCED BY:

Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:
Fund No. 67431.65581840
Amount: $75,887.00

Talia Lomax-O'dneal, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

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Exhibit 1
09-20-18 GG

GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date	End Date	Agency Tracking #	Edison ID
April 1, 2019	March 31, 2021	32701-03647	60987

Grantee Legal Entity Name	Edison Vendor ID
Metropolitan Government of Nashville and Davidson County	0000000004

Subrecipient or Contractor	CFDA #
☒ Subrecipient ☐ Contractor	Grantee's fiscal year end September 30

Service Caption (one line only)

Tire Environmental Act Program

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
2019	95,617.00				95,617.00
TOTAL:					95,617.00

Grantee Selection Process Summary

☐ Competitive Selection	
☒ Non-competitive Selection	Grantee submitted an application that was deemed suitable for funding under the Tire Environmental Act.

Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.

CPO USE - GG

Scott Gummer

Speed Chart (optional)	Account Code (optional)
EN00019275	71300000

327.45

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GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE, DEPARTMENT OF ENVIRONMENT AND CONSERVATION AND METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Government of Nashville and Davison County, hereinafter referred to as the "Grantee," is for the provision of Tire Environmental Act Program services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. The Grantee shall purchase rubber materials produced in Tennessee to install one hundred and thirty (130) tree surrounds in Nashville's downtown tree wells as described in the Grantee's application.

A.3. The Grantee shall obtain all required permits, registrations, certifications and licensed engineering approvals prior to commencing work on the project. If the Grantee has been issued a permit, registration or certification by the State, the Grantee shall be current and in good standing regarding such permit, registration or certification.

A.4. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b. and c., below);

b. the State grant proposal solicitation as may be amended, if any;

c. the Grantee's proposal (Attachment 3) incorporated to elaborate supplementary scope of services specifications.

A.5. The Grantee shall report quarterly and at the end of the project to the State the number of scrap tires that are appropriated to beneficial end-markets in Tennessee. The reports shall be submitted in Microsoft Excel or a format that has been previously approved by the State. Failure to submit quarterly reports may result in Grantee refunding all of the State's awarded funding for the project.

B. TERM OF CONTRACT:

This Grant Contract shall be effective on April 1, 2019 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

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C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Ninety Five Thousand Six Hundred Seventeen Dollars ($95,617.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 1 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.

C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.

C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Department of Environment and Conservation
Office of Policy and Sustainable Practices
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

(1) Invoice/Reference Number (assigned by the Grantee).
(2) Invoice Date.
(3) Invoice Period (to which the reimbursement request is applicable).
(4) Grant Contract Number (assigned by the State).
(5) Grantor: Department of Environment and Conservation, Office of Policy and Sustainable Practices.
(6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
(7) Grantee Name.
(8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
(9) Grantee Remittance Address.
(10) Grantee Contact for Invoice Questions (name, phone, or fax).
(11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:

i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
ii. The amount reimbursed by Grant Budget line-item to date.

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iii. The total amount reimbursed under the Grant Contract to date.
iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

(1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
(2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
(3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.

C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant Contract end date and in form and substance acceptable to the State.

a. The Grant Budget specifies a Grantee Match Requirement and the final grant disbursement reconciliation report shall detail all Grantee expenditures recorded to meet this requirement.

i. No Grantee expenditure shall be recorded and reported toward meeting a Grantee Match Requirement of more than one grant contract with the State.

ii. The final grant disbursement reconciliation report shall specifically detail the exact amount of any Grantee failure to meet a Match Requirement, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the Grant Budget column "Grant Contract," shall be reduced by the amount that the Grantee failed to contribute to the Total Project as budgeted.

b. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract (including any adjustment pursuant to subsection a.ii. above), the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.

c. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.

d. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant Contract.

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e. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.

C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.

C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.

C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation:

a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").

b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and

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regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.

D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.

D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.

D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

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of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Thomas McGill, Environmental Consultant 3
Department of Environment and Conservation
Office of Policy and Sustainable Practices
William R. Snodgrass Tennessee Tower
312 Rosa L. Parks Ave., 2nd Floor
Nashville, TN 37243
thomas.mcgill@tn.gov
Telephone # 615-532-8739

The Grantee:

Rebecca Dohn, LID & Sustainability Coordinator
Metropolitan Government of Nashville and Davidson County
1607 County Hospital Rd
Nashville, TN 37218
rebecca.dohn@nashville.gov
Telephone # 615-566-1328

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the

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State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.

a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.

c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall

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include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.

D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.*

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.

D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.

D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency and the Department of Finance and Administration ("F&A"). Send electronic copies of annual and final reports to F&A at fa.audit@tn.gov. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by

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the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.

D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.

If the Grantee is subject to an audit under this provision, then the Grantee shall complete Attachment 2.

When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—300.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars ($5,000.00).

D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.

D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.

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D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.

D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.

D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.

D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

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D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.

D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;

b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and

d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

IN WITNESS WHEREOF,

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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Rebecca Dohn 1/15/19

GRANTEE SIGNATURE DATE

Rebecca Dohn LID & Sustainability Coord.

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVORNMENT AND CONSERVATION:

SHARI L. MEGHREBLIAN Ph.D., COMMISSIONER DATE

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SIGNATURE PAGE
FOR
GRANT NO. 32701-03647 Tire Environmental Act Program

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Scott Potter, Director
Water & Sewer Department — Date: 12/20/18

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'dneal, Director
Department of Finance — Date: 1-2-19

APPROVED AS TO RISK AND INSURANCE:

Director of Risk Management Services — Date: 1/3/19

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney — Date:

FILED:

Metropolitan Clerk RS2019-1594 — Date: 2/6/19

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ATTACHMENT 1

GRANT BUDGET

Tire Environmental Act Program

The Grant Budget line-item amounts below shall be applicable only to expenses incurred during the following applicable period:

BEGIN: January 1, 2019 END: December 31, 2020

POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY [1]	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1, 2	Salaries, Benefits & Taxes	30,549.50	30,549.50	61,099.00
4, 15	Professional Fee, Grant & Award [2]	0.00	0.00	0.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	45,337.50	45,337.50	90,675.00
11, 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest [2]	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation [2]	0.00	0.00	0.00
18	Other Non-Personnel [2]	0.00	0.00	0.00
20	Capital Purchase [2]	0.00	0.00	0.00
22	Indirect Cost	19,730.00	19,730.00	39,460.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is not specifically delineated by budget line-items above)	0.00	0.00	0.00
25	**GRAND TOTAL**	**95,617.00**	**95,617.00**	**191,234.00**

[1] Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, *Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A.* (posted on the Internet at: http://www.tn.gov/finance/topic/fa-policyinfo).

[2] Applicable detail follows this page if line-item is funded.

[3] A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

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ATTACHMENT 2

Parent Child Information

The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is Metropolitan Government of Nashville and Davidson County a parent?
Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is Metropolitan Government of Nashville and Davidson County a child?
Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: _____

Parent entity's tax identification number: _____

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager
3rd Floor, WRS Tennessee Tower
312 Rosa L Parks Avenue
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: _____

Address: _____

Phone number: _____

Email address: _____

Parent entity's Edison Vendor ID number, if applicable: _____

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Exhibit 1

TENNESSEE DEPARTMENT OF ENVIRONMENT AND CONSERVATION
OFFICE OF SUSTAINABLE PRACTICES
William R Snodgrass Tennessee Tower
312 Rosa L. Parks Ave, 2nd Floor, Nashville, TN 37243
Email: tire.grant@tn.gov

TIRE ENVIRONMENTAL ACT PROGRAM APPLICATION

(Limit one application per entity, per location)

Participant Information | Please provide a description in the text boxes below for each section

Application Procedure:

Applicants must complete and provide the items listed below in their grant request. Details for completing the items below are provided in this grant manual.

- [x] Tire Environmental Act Grant Application
- [x] Project Proposal (maximum five pages)
  - -Selection Criteria
- [x] Budget Page and Budget Justification

Applicant Name *(Organization that will enter into the Grant Agreement)*: Metro Government of Nashville and Davidson

Applicant is a:

- [ ] Private Entity
- [x] Government
- [ ] Educational Institution
- [ ] Other:

List of Project Partners (If any):

List County/Counties location: Davidson County

Applicant Address: 1600 2nd Ave North
City: Nashville Zip Code (9-Digit): 3720 - 8

Project Location Address: Downtown Nashville
City: Nashville Zip Code (9-Digit): 37201 -

Applicant Contact (Person responsible for daily management of project):

Name: Naomi Rotramel
Telephone: 615 - 862 - 4733
Title: Urban Forestry Program Manager
Federal/Tax ID or DUNS No.: 62-0694743
NO Social Security Numbers
Email: naomi.rotramel@nashville.gov

Project Title: Downtown Tree Grate Replacement Project

Project Categories

- [x] Tire Recycling
- [x] Tire Derived Product Use
- [ ] Facility Improvements
- [ ] Research, Testing, and/or Development
- [ ] Other:

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Brief Project Description *(No more than 500 characters)*:

Metro Water Services is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in Nashville's downtown tree wells. Metro's proposal is to replace 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. Approximately 1,197 tires would be recycled and kept out of Tennessee landfills while protecting

Project Funding			Source & Amount of Applicant's Matching Funds	
Grant Amount Requested:	$ 95,617	50 %	General Fund:	$ 75,887.50
Match (If Applicable):	$ 95,617	50 %	In-kind Services:	$ 19,730
TOTAL PROJECT COST	$ 191,234	100%	TOTAL MATCH	$ 95617

(TOTAL MATCH should equal match in project funding section)

Grantee Information (Person responsible for communications and contact):

Name: Rebecca Dohn
Address: 1607 County Hospital Road
Title: LID & Sustainability Coordinator
Telephone: 615 566 1328
E-Mail: rebecca.dohn@nashville.gov
Fax:

Federal Congressional District
Congressperson's Name: Jim Cooper
District Number: 5th

State Districts
Senator's Name: Thelma Harper
District Number: 19th
Representative's Name: Bill Beck
District Number: 51st

Rebecca Dohn
Signature of Responsible Party

1607 County Hospital Rd 37218
Mailing Address, City, State, Zip Code

Rebecca Dohn
Printed Name/Title

rebecca.dohn@nashville.gov
E-Mail

Signature of Project Partner (If Applicable)

Mailing Address, City, State, Zip Code

Printed Name/Title

E-Mail

When you have completed this form print and sign and make a copy for your records and return the original to the following address:

Tennessee Department of Environment and Conservation
Office of Sustainable Practices
Attention: Tire Environmental Act Program
William R Snodgrass Tennessee Tower
312 Rosa L. Parks Avenue, 2nd Floor
Nashville, TN, 37243
Email: tire.grant@tn.gov

Department of Environment & Conservation

CN-1476

RDA SW-12

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Tire Environmental Act Program

Grant Application Project Proposal

Metro Government of Nashville & Davidson County, TN

September 10, 2018

Metro Nashville Government is seeking a solution to its ongoing maintenance and care challenges for urban tree surrounds in its downtown tree wells. Metro proposes replacing 130 broken and missing cast-iron and aluminum tree grates with flexible porous paving. With this proposal, approximately 1,197 tires would be recycled and kept out of Tennessee landfills.

1. General Benefit for Waste Tire Use
   a. Immediate beneficial tire uses

      There are a number of immediate environmental and economic benefits to this proposal. Environmentally, Flexi®-Pave uses recycled tire material mixed with rock aggregate and a binder to form a firm, porous surface. In addition to keeping tires out of landfills, the permeable nature of the product allows for rain water to be absorbed into the ground, which reduces stormwater run-off on sidewalks and streets. Economically, this product is less expensive than tree grates and pavers typically used in tree surrounds. Further, installation can be done more quickly and requires fewer personnel.

   b. Long term beneficial tire uses

      Flexible, porous pavement containing recycled tires has long term environmental and economic benefits as well. These long term benefits often combine these two goals. Using a flexible, porous material in tree surrounds allows water and oxygen to flow freely through to the root system at a rate of 40 gallons/square foot/hour. This encourages the tree roots to grow downward giving the tree greater stability and reducing girding roots that prematurely kills trees. In addition to better tree health, roots that grow downward decrease the amount of buckling in the surrounding sidewalk thereby decreasing tripping hazards. Flexi®-Pave material also can be cut as trees grow unlike grates or brick pavers which would need more costly replacement. Because this product is spread over the soil surrounding the tree, it prevents soil compaction caused by daily foot traffic while also being flush to the surrounding sidewalk. This allows the tree well to comply with the standards set forth by the Americans with Disabilities Act. Less compact soil more easily absorbs Stormwater

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decreasing runoff into streets and the sewer system. Finally, this environmentally responsible alternative is non-cracking even in freeze/thaw conditions that are occurring with greater frequency as well as being slip resistant due to the use of recycled tires. These features generate savings in maintenance costs and could reduce liability concerns compared to traditional grating.

c. Quantity of Tennessee tires recycled
Approximately 1,197 Tennessee tires would be recycled in this project. This number was determined by reviewing various factors in this project. First, tree wells in the downtown Nashville area range in size from 4'x4' to 5'x10'. A 4'x4' tree well recycles approximately 5 tires while a 5'x10' tree well recycles approximately 17 tires. For this phase of the project, we plan to install 49 tree wells with about half of those be 5'x10' in size diverting approximately 696 tires from landfill. Once this has been completed, we plan to move to the next phase of the project and anticipate replacing approximately 81 grated tree wells of various sizes of trees that are currently being girdled; recycling approximately another 500 tires.

2. Creative/New Technology
   a. Unique and emerging technology.
   Flexi®-Pave was developed in 2001 by K.B. Industries (KBI) and has gained popularity across the county due to the ingenious way this flexible porous pavement can be used to solve the problem of tree roots buckling sidewalks and grates girdling trees Flexi®-Pave uses recycled automobile tire chips in construction of the surface layer and tire crumbs in the blending of the pollution control media, with crushed concrete aggregates to create an environmentally-friendly product that qualifies for LEED points.

   b. Model for future projects.
   This project is the first of its kind in Metro Nashville and Davidson County and is serving as a guide for communicating with certified suppliers and installing Flexi®-Pave. For example, Metro Parks is considering Flexi®-Pave for pathways and trails, where the hydrology of natural environments will not be as drastically affected, and our experience will be a resource for them.

   c. Expanding the market for tires
   Metro is working with Patriot Tire Recycling in Bristol, TN, to source 100% of the tire rubber for this project in state. They will be fully operational by Fall 2018. Once Patriot Tire Recycling is operational, they could investigate becoming a distributor of

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Flexi®-Pave products for KBI. This would increase the demand for Patriot's product, and its economic impact in its community and potentially create a more centralized distributor for KBI. If this were to occur, a continual supply of recycled tire products for sustainable paving projects would be available throughout the state.

d. Case study development
Metro Nashville has installed twelve tree surrounds in May 2018 and is monitoring them closely for performance abilities. A video of this installation can be viewed at https://www.youtube.com/watch?v=4QnKqvAAVV0&t=2s. So far, the product has performed in excellent fashion. We are installing 69 tree wells downtown in August 2018. These tree surrounds will be monitored to ensure that they retain their porosity, ADA compliance, and general shape.

e. Project validation
Due to limited funding and staffing, traditional tree grates typically result in trees growing into grates and dying. A large, mature tree in Nashville's downtown inner loop can infiltrate as much as 5,200 gallons of stormwater runoff per year, save 140 kilowatt hours of electricity for cooling, absorb pollutants and intercept particulate matter, reduce heat island effects, and reduce atmospheric carbon by 702 pounds/year. In order to have all these benefits, it is vital for Nashville to grow its urban forest and care for its trees. Flexi®-Pave is a more sustainable and economic solution to the issues presented in maintaining healthy, vibrate urban trees.

3. Qualifications, Experience, Capabilities, and Scheduling
   a. Relevant experience with the technology or process
   Metro Nashville will have installed approximately 80 tree surrounds before this phase of the project begins.

   b. Strength of team assembled including end-markets as evidenced by letters of commitment or support
   Walker Building Group, LLC is a certified contractor of Flexi®-Pave (#TNCI-289) and has completed the installation for Phases 1 and 2 of the Flexi®-Pave installation project.

   Patriot Tire Recycling has expressed a strong interest in distributing Flexi®-Pave products and working with Tennessee State Parks to increase the number of Tennessee tires that are recycled.

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Finally, Metro Nashville Government as a whole is committed to sustainability and projecting all natural resources that we manage. Our commitment to urban forestry is evident by the numerous grants and pieces of legislation regarding studying, protecting, and re-establishing the city's tree canopy (RS2009-764, RS2013-631, RS2014-952, RS2018-1169) we have applied for and passed. Commitment to urban forestry has been a priority for Metro for a number of year as evidenced by Nashville being recognized as a Tree City USA for the 23rd consecutive year in 2017.Using flexible porous pavement for our downtown tree surrounds is the next step to increasing our green footprint and our commitment to urban forestry by not only using a more environmentally friendly product in our tree wells, but by using a product that keeps tires out of landfills.

c. Schedule, milestones, and deliverables of project
By June of 2019, we plan to replace over 130 missing, damaged, and girdling grates in tree wells downtown Nashville made entirely of Flexi®-Pave.

4. Equipment Application
   a. Relevant equipment to produce desired end product
   This project requires minimal equipment. Only a mortar mixer and some concrete trowels are necessary for mixing and spreading the surface material.

   b. Area or space to accommodate equipment and tires
   Existing space can accommodate equipment and tires.

5. Protection of Environmental Resources by Utilizing Existing Resources
This portion of the project will utilize approximately 1,197 existing tires that would have been sent to landfills to protect approximately 130 trees. The protection of trees will protect additional environmental resources by infiltrating stormwater runoff, absorbing pollutants, reducing atmospheric carbon, and saving electricity.

Additionally, a local contractor will complete the installations reducing the amount of fossil fuels that are used by the staff working on the project. Any leftover product will be shared with other Metro Departments that are conducting Flexi®-Pave projects ensuring minimal waste.

6. Ability to leverage matching funding to enhance overall project objectives
   a. The matching funds for this project will come from a stormwater funding.

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Budget for Tennessee State Environmental Act Program
Metro Water Tree Surrounds Project Fall 2018

Total Budget

Material & Labor	$	151,774.00
Indirect Costs	$	39,461.00
Total	$	191,235.00

Breakdown of cost 50/50 Cost share

State of Tennessee (50%)		
Material & Labor	$	75,887.00
Indirect Costs	$	19,730.00
Total State share	$	95,617.00
Metro Water Services (50%)		
Material & Labor	$	75,887.00
Indirect Costs (In kind)	$	19,730.00
Total MWS Share	$	95,617.00
Total of Breakdown	$	191,234.00

Notes:
1.) Material and Labor estimate is from Walker Building group who has completed the pilot program for using this product on for tree surrounds.

2.) Indirect Costs of 26% are derived from the annual process whereby departments are required to calculate the ratio of indirect to direct costs.

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ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2019-1594

A resolution accepting a grant from the State of Tennessee, Department of Environment and Conservation, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Water and Sewerage Services Department, to replace 130 broken and missing tree grates with flexible porous paving.

Introduced FEB - 5 2019

Amended

Adopted FEB - 5 2019

Approved FEB - 6 2019

By [signature]
Metropolitan Mayor

Metro Council Office
JAN 15 2019
Time: 9:45a By: [illegible]

File #: RS2021-799, **Version:** 1

A resolution to amend Ordinance No. BL2020-353 to authorize The Metropolitan Government of Nashville and Davidson County to accept additional sanitary sewer manholes and a fire hydrant assembly, for property located at 810 Division Street (MWS Project Nos. 20-SL-59 and 20-WL-139 and Proposal No. 2020M-044ES-002).

WHEREAS, Ordinance No. BL2020-353, approved August 5, 2020, authorized the abandonment of approximately 222 linear feet of existing 15 inch sanitary sewer main (PVC) and easements, and the acceptance of approximately 290 linear feet of 18 inch sanitary sewer main (PVC), three sanitary sewer manholes and easements for property located at 810 Division Street; and,

WHEREAS, the acceptance of two additional sanitary sewer manholes and one fire hydrant assembly are needed to construct project numbers 20-SL-59 and 20-WL-139; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-044ES-002 on January 28, 2021, for the acceptance of two additional sanitary sewer manholes and one fire hydrant assembly; and,

WHEREAS, Ordinance No. BL2020-353 provides that amendments to the legislation shall be approved by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Ordinance No. BL2020-353 is hereby amended by deleting section 1 in its entirety and replacing it with the following:

The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 222 linear feet of existing 15 inch sanitary sewer main (PVC) and easements, and to accept approximately 290 linear feet of new 18 inch sanitary sewer main (PVC), five sanitary sewer manholes, a fire hydrant assembly and easements, for property located at 810 Division Street, as shown on Exhibit 1, which is attached hereto and incorporated by reference:

Map & Parcel:	Address:
09314057100	810 Division Street

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this resolution.

Section 3. This resolution shall take effect upon passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution amends Ordinance No. BL2020-353 to accept additional sanitary sewer manholes and a fire hydrant assembly for property located at 810 Division Street. BL2020-353 abandoned 222 linear feet of existing 15-inch sanitary sewer main and easements, and accepted 290 linear feet of new 18-inch sanitary sewer main, three sanitary sewer manholes, and easements for this property. It has since been determined that two additional sanitary sewer manholes and one fire hydrant assembly are needed for the project.

This ordinance has been approved by the planning commission. BL2020-353 provided that future amendments to this ordinance may be approved by resolution.

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METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: 810 Division Street (Amend)
Planning Commission Mandatory Referral #2020M-044ES-002
Council District #19 – Freddie O'Connell, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request to amend Council BL2020-353 and Proposal No. 2020M-044ES-001 for the purpose of accepting additional two sanitary sewer manholes and one fire hydrant assembly (see sketch for details) to serve the 810 Division Street development. Proposed construction will occur entirely with public rights-of-way (MWS proj. nos. 20-SL-59 & 20-WL-139).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

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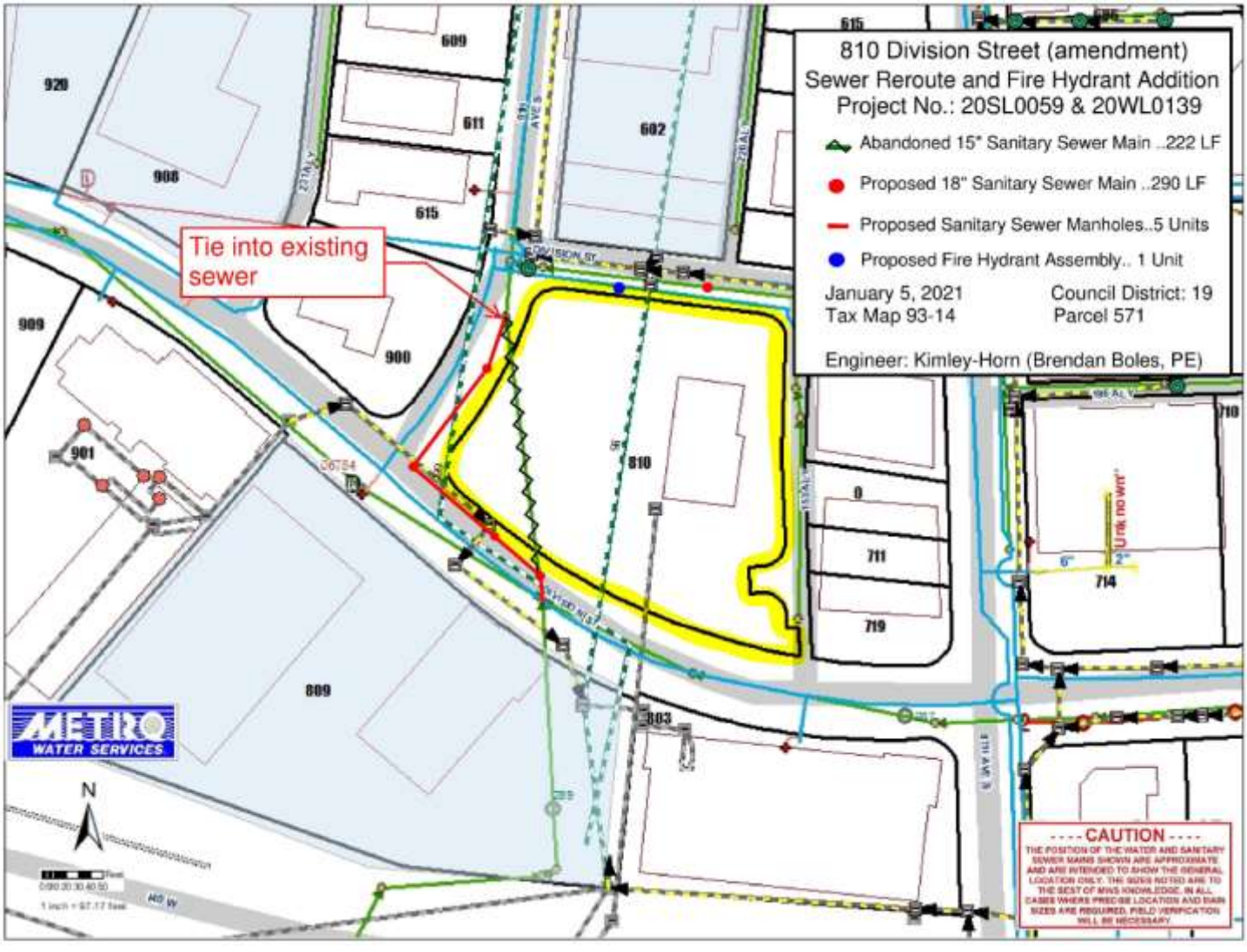
Re: 810 Division Street (Amend)
Planning Commission Mandatory Referral #2020M-044ES-002
Council District #19 – Freddie O'Connell, Council Member

A request to amend Council BL2020-353 and Proposal No. 2020M-044ES-001 for the purpose of accepting additional two sanitary sewer manholes and one fire hydrant assembly (see sketch for details) to serve the 810 Division Street development. Proposed construction will occur entirely with public rights-of-way (MWS proj. nos. 20-SL-59 & 20-WL-139).



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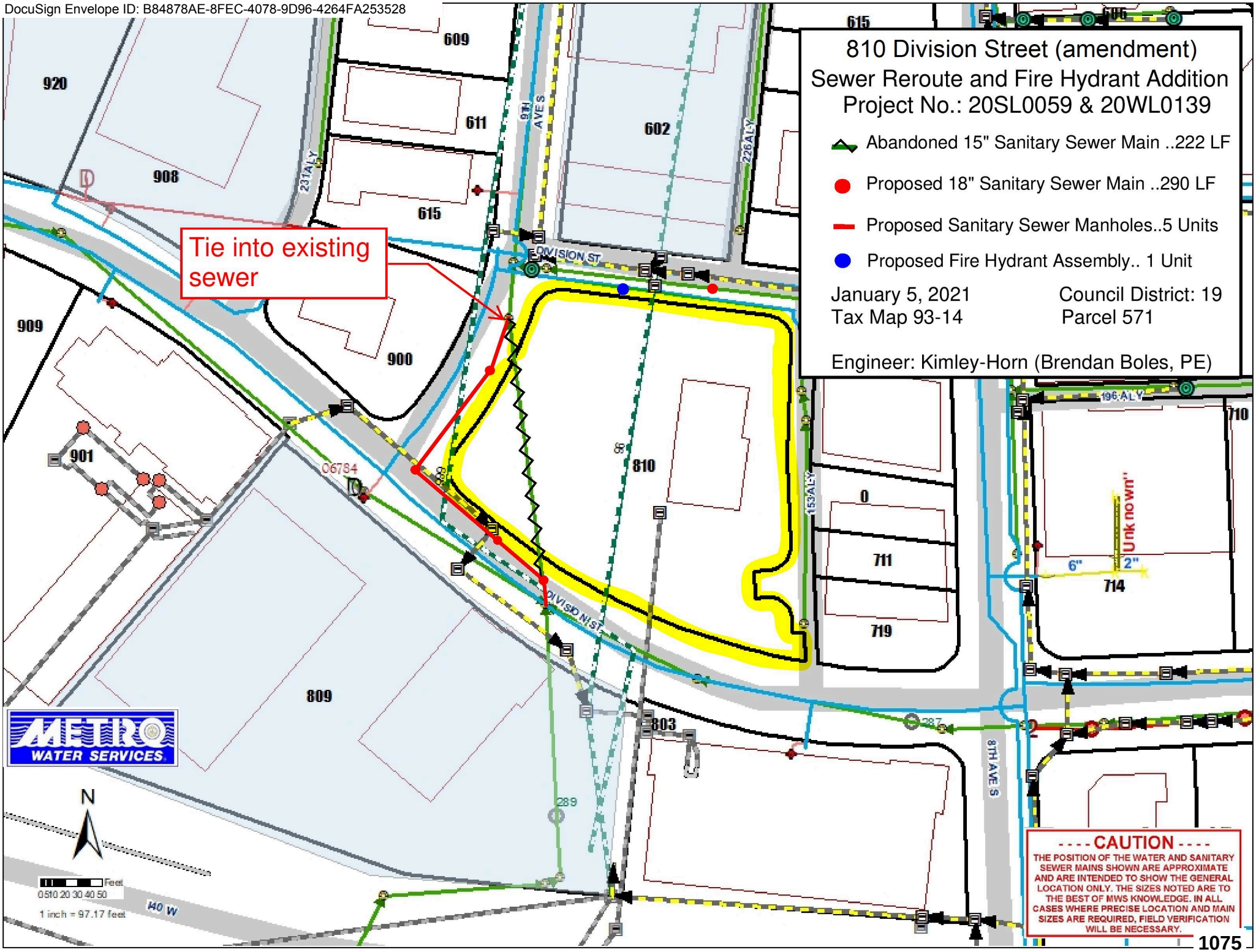


Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-800, **Version:** 1

A resolution supporting HB818/SB815 currently pending in the Tennessee General Assembly to allow the Metropolitan Development and Housing Agency to enter into payment in lieu of tax agreements for mixed-finance projects that include an affordable housing component.

WHEREAS, according to the Metropolitan Human Relation Commission's recent series titled "Understanding Nashville's Housing Crisis," approximately one half of renters in Davidson County are paying more than they can afford for housing, a statistic that will only worsen as rents continue to rise; and

WHEREAS, Tennessee Code Annotated § 13-20-104 currently authorizes a Metropolitan Government for which a housing authority is created to delegate to such housing authority the authority to negotiate and accept payments in lieu of ad valorem taxes ("PILOTs") from the housing authority's lessees operating low-income housing tax credit properties ("LIHTC properties") upon a finding that such payments are deemed to be in furtherance of the housing authority's public purposes; and

WHEREAS, the Metropolitan Development and Housing Agency ("MDHA") was created pursuant to state law and is the housing authority for the Metropolitan Government; and

WHEREAS, broadening the use of PILOTs to include mixed-finance projects, in addition to LIHTC properties, that contain an affordable/workforce housing component would allow for the construction of more affordable/workforce housing more quickly to address Nashville's critical housing needs for those who are cost-burdened; and

WHEREAS, HB818 sponsored by Rep. Clemmons and SB815 sponsored by Sen. Yarbro would authorize MDHA to enter into PILOT agreements with mixed-finance project operators upon approval by the Metropolitan Council; and

WHEREAS, the enactment of HB818/SB815 will provide a much-needed tool to address the affordable housing crisis in Nashville. This state enabling legislation would allow the Metropolitan Council to consider legislation guiding the applicability and implementation of a PILOT program for mixed-finance projects to ensure that the tool is used fairly and in a fiscally responsible way.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan County Council hereby goes on record as supporting HB818/SB815 currently pending in the Tennessee General Assembly to allow the Metropolitan Development and Housing Agency to enter into payment in lieu of tax agreements for mixed-finance projects that include an affordable housing component.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to each member of the Davidson County Delegation to the Tennessee General Assembly.

Section 3. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

File #: RS2021-801, **Version:** 1

A resolution supporting HB824/SB1029 currently pending in the Tennessee General Assembly to prohibit sports betting license holders from allowing bets to be taken where alternative financial services establishments provide flex loans, title loans, deferred presentment loans, or check cashing.

WHEREAS, the Tennessee Sports Gaming Act, codified as Part 3, Chapter 51 of Title 4 of the Tennessee Code Annotated, provides a mechanism for persons to obtain a license to offer sports betting to customers; and

WHEREAS, T.C.A. § 51-4-318 provides that the holder of a state license to accept wagers from bettors on sporting events shall not offer, accept, or extend credit to a bettor; and

WHEREAS, despite this prohibition on extending credit, on January 6, 2021, the Tennessee Education Lottery Corporation Sports Wagering Advisory Council granted a sports betting license to Action 24/7, which is a sports book operation affiliated with Advance Financial; and

WHEREAS, Advance Financial is a state-licensed alternative financial services operation headquartered in Nashville with more than 100 physical storefronts in Tennessee that provides high fee, high interest loans to persons who often cannot obtain credit through traditional financial institutions; and

WHEREAS, the license granted to Action 24/7 now enables Advance Financial to serve both as a lender of high interest loans and a store where a customer can deposit funds for gambling; and

WHEREAS, studies from the Florida Family Policy Council and University at Buffalo Research Institute on Addictions (RIA) have shown that persons living in lower income households are twice as likely to have gambling problems than the general population; and

WHEREAS, HB824 sponsored by Rep. Jernigan and SB1029 sponsored by Sen. Briggs would prohibit a sports betting license holder from allowing a person placing a bet or wager to engage in the following activities in the same building where the person placed the bet or wager: (1) Entering into a flex loan plan pursuant to the Flexible Credit Act, compiled in title 45, chapter 12; (2) Entering into a title pledge agreement pursuant to the Tennessee Title Pledge Act, compiled in title 45, chapter 15; (3) Entering into a deferred presentment services agreement pursuant to the Deferred Presentment Services Act, compiled in title 45, chapter 17; or (4) Entering into a transaction pursuant to the Check Cashing Act of 1997, compiled in chapter 45, chapter 18; and

WHEREAS, HB824/SB1029 would further prohibit a license holder from including in a sports betting contract that the proceeds of a winning bet be applied to an outstanding amount owed to an alternative financial services institution; and

WHEREAS, facilitating sports betting for customers of Advance Financial who may be gambling addicts does not further the interests of the State of Tennessee, and the Tennessee General Assembly should enact a law to prohibit this practice.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan County Council hereby goes on record as supporting HB824/SB1029 currently pending in the Tennessee General Assembly to prohibit sports betting license holders from allowing bets to be taken where alternative financial services establishments provide flex loans, title loans, deferred presentment loans, or check cashing.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to each member of the Davidson County Delegation to the Tennessee General Assembly.

Section 3. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

File #: RS2021-802, **Version:** 1

A Resolution recognizing Tennessee Performing Arts Center's 40th anniversary.

WHEREAS, the Tennessee Performing Arts Center (TPAC) is a nonprofit located in downtown Nashville that celebrates and supports performing and cultural arts; and

WHEREAS, TPAC was founded in 1980 and recently celebrated their 40th anniversary on February 20, 2021 with a free, virtual celebration hosted by actor Tamiko Robinson Steele; and

WHEREAS, the 40th Anniversary Celebration featured TPAC's three professional resident companies: Nashville Ballet, Nashville Opera, and Nashville Repertory Theatre, and included special guest appearances by Tony Award-nominee Susan Egan, actor and recording artist Diana DeGarmo, award-winning artist Nan Gurley, and Spotlight Award-winner Hatty King; and

WHEREAS, in addition to its three resident artistic companies, TPAC administers one of the largest and most comprehensive arts education programs in the U.S., serving students from pre-school to high school, as well as educators and adults; and

WHEREAS, over the past 40 years, TPAC has welcomed more than 14 million audience members and served more than 1.8 million students, educators, and adults with their performances, teacher resources, professional development opportunities, classroom residencies, and enrichment programs; and

WHEREAS, TPAC currently provides numerous arts education programs including Wolf Trap Early Learning Through the Arts, TPAC InsideOut, Disney Musicals in Schools, and Spotlight Awards; and

WHEREAS, Nashville has become a major market for Broadway touring productions, and TPAC has made it possible for audiences to see many hit Broadway shows as well as a variety of special engagements from iconic performers, musicians, comedians, and dance companies; and

WHEREAS, TPAC's mission is to lead with excellence in the performing arts and arts education, creating meaningful and relevant experiences to enrich lives, strengthen communities, and support economic vitality; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes and celebrates the Tennessee Performing Arts Center's 40th anniversary and wishes them many more years of continued success.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Council hereby goes on record as recognizing Tennessee Performing Arts Center's 40th anniversary.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-803, **Version:** 1

A Resolution recognizing the 50th anniversary of the Exit/In.

WHEREAS, this year marks the 50th anniversary of one of Nashville's oldest rock clubs the Exit/In, which has been an integral part of the city's music history; and

WHEREAS, opened in 1971 by Owsley Manier and Brugh Reynolds, the listening-room style music venue was named the Exit/In for its main rear entrance; and

WHEREAS, the Exit/In is located on Elliston Place, one of Nashville's oldest streets and the city's counterculture epicenter, near Vanderbilt University. It is a cornerstone of "The Rock Block", which has housed other iconic locations like The End and Gold Rush, which closed in 2019; and

WHEREAS, the legendary venue has hosted many famous musicians and groups, many before they became famous, including Jimmy Buffet, Etta James, Linda Ronstadt, Waylon Jennings, Willie Nelson, R.E.M., Talking Heads, The Police, Red Hot Chili Peppers, and Keith Urban, to list only a few; and

WHEREAS, Robert Altman filmed a pivotal scene in the 1975 film *Nashville* at the venue; and

WHEREAS, in the 1980s, the venue also hosted Music City's first "in the round" singer/songwriter performance during the filming of the television program *Nashville Skyline*. Guy Clark, Rodney Crowell, and Vince Gill were one of the many trios that performed for the series; and

WHEREAS, after a host of acts and owners, Chris Cobb became the sole owner of the venue in 2019, after being a partial owner for seven years; and

WHEREAS, preservation efforts have been underway to help uphold and maintain the area's history, including the 2020 installation of a Metro Historical Commission historical marker on Elliston Place honoring the Rock Block; and

WHEREAS, the Exit/In holds a special place in the history of Music City. It is fitting and proper that the Metropolitan County Council honors and celebrates 50 years of the Exit/In in Nashville.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Metropolitan Council hereby goes on record as recognizing the 50th anniversary of the Exit/In, one of Nashville's oldest rock clubs, and wishes the venue continued success.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

File #: BL2021-617, **Version:** 1

An ordinance repealing Resolution No. RS2020-154 pertaining to the $10,000,000 annual Metro Water Services payment in lieu of taxes, and amending Chapter 15.32 of the Metropolitan Code to reduce water rates to offset the $10,000,000.

WHEREAS, on December 3, 2019, the Metropolitan Council enacted Ordinance No. BL2019-45, as amended, which implemented a water and sewer rate increase; and

WHEREAS, as part of the rate increase approved by Ordinance No. BL2019-45, Metro Water Services (MWS) factored in a $10,000,000 additional annual payment in lieu of taxes to the Metropolitan Government; and

WHEREAS, on January 7, 2020, the Metropolitan Council approved Resolution No. RS2020-154 directing MWS to make a payment in lieu of ad valorem taxes on MWS property within the geographical jurisdiction of the Metropolitan Government to the general fund of the Metropolitan Government in the amount of $10,000,000 annually; and

WHEREAS, to date, general fund revenues of the Metropolitan Government have exceeded revenue projections by more than $10,000,000; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the MWS ratepayers that the water rates be adjusted to reflect the repeal of the $10,000,000 annual payment in lieu of taxes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Resolution No. RS2020-154 is hereby repealed in its entirety. All monthly installments of the payments in lieu of taxes shall cease as of the effective date of this ordinance.

Section 2. That Section 15.32.020 of the Metropolitan Code is hereby amended by amending Table 15.32.020(a) to reduce the monthly meter charge for a 5/8" residential meter size by five cents ($0.05) per month, shown as follows:

Meter Size (inches)	**Monthly Service Charge ($)**				
	Year 2020	**Year 2021**	**Year 2022**	**Year 2023**	**Year 2024**
5/8	5.~~09~~04	5.~~30~~25	5.~~45~~40	5.~~62~~57	5.~~79~~74

Section 3. This Ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:

_____
Kevin Crumbo
Director of Finance

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-657, **Version:** 1

An Ordinance to amend Chapter 2.64 of the Metropolitan Code to require an annual board/commission membership demographic report to be provided to the Metropolitan Council.

Section 1. That Chapter 2.64 of the Metropolitan Code is hereby amended by adding the following new Section 2.64.060:

2.64.060 - Membership demographic reports

The Metropolitan Clerk shall submit a report to the Metropolitan Council and the Mayor's Office on or before October 1 of each year containing demographic information about every Metropolitan Government board and commission whose membership is elected or confirmed by the Metropolitan Council. Such report shall include the current demographic composition of the members of each board as compared to the demographic composition from the previous year. For purposes of this report, "demographic composition" means the percentage of racial minorities, ethnic minorities, and self-identified LGBTQ status as disclosed on the questionnaire submitted to the Metropolitan Clerk at the time of confirmation. These reports shall remain posted on the Metropolitan Clerk's website.

Section 2. This ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

File #: BL2021-658, **Version:** 1

An ordinance amending Title 10 of the Metropolitan Code of Laws to adopt the 2018 National Fire Prevention Association NFPA 1 Fire Code, as amended, for use throughout the Metropolitan Government, and the 2018 NFPA 101 Life Safety Code, as amended, for certain occupancies.

WHEREAS, Tennessee Code Annotated § 68-120-101 allows local governments to adopt either the International Fire Code, published by the International Code Council, Inc., or the NFPA 1 Fire Code, published by the National Fire Protection Association, Inc., provided the local government certifies to the state fire marshal that it is adequately enforcing such code; and,

WHEREAS, the applicable codes for fire, building, dwelling, energy, gas/mechanical, and plumbing standards are updated by international bodies on a periodic basis; and,

WHEREAS, such updates are adopted by the Metropolitan Council into the Metropolitan Code of Laws as the governing standards for Davidson County, Tennessee; and,

WHEREAS, the amendment of these sections of Metropolitan Code of Laws § 10 and 16 is in the best interests of the citizens of Nashville and Davidson County.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.010 in its entirety and substituting in lieu thereof the following new section:

10.64.010 Fire Prevention Code adopted.

The Metropolitan Government adopts the 2018 edition of the NFPA 1 Fire Code, as amended in this chapter, published by the National Fire Protection Association, save and except those portions such as deleted, modified or amended below, to be applicable throughout the city. A copy of the NFPA 1, is attached to the ordinance codified in this section and hereof, the same as if copied verbatim herein. The NFPA 1 Fire Code, as amended shall be known as the Metropolitan Fire Prevention Code. The following annexes of the fire code adopted by this Section are hereby included as a part of the city's adopted fire code, save and except those portions which are deleted, modified or amended by section 3. Annex A, Explanatory Material; Annex B, Hazardous Materials Classifications; Annex D, Hazardous Materials Management Plans, HMIS; Annex F, Fire Fighter Breathing-Air Replenish Systems

Section 2. Chapter 10.64 of the Metropolitan Code is hereby amended by adding Section 10.64.011:

10.64.011 Enforcement of county-wide emergency health orders.

Notwithstanding any other provision of this title, it is a condition of any permit or work authorization issued pursuant to the authority granted herein, including those issued prior to the effective date hereof, that the permittee and its employees abide by applicable laws, rules,

regulations and orders, including without limitation those emergency orders issued by the Chief Medical Director in connection with a declared state of emergency in all or part of Davidson County. Employees of a department that has authorized work or issued a permit pursuant to this title may order the cessation of work or specific activities, or the suspension of a permit, on any work site operating under such permit, for a violation of an emergency order.

Notice of the stop work order shall be in writing and shall be given to the owner of the property or to his agent or to the person in charge of the work or overseeing the operation. When, in the opinion of the director of the department that authorized work or issued a permit, or the director's agent, that an emergency exists, a written stop work order shall not be required, and in such instances, oral notice to the owner, his agent or the person in charge of the work shall have the same force and effect as a written order. Any violation of the stop work order shall be assessed as a civil penalty at the rate of fifty dollars per day. In addition, where a violation exists, the director of the department or the director's agent may request that utility service be curtailed until the violation is corrected or abated. Appeals from the stop work order may be made to the relevant board or commission that oversees the authorization of the work or issuance of the permit."

Section 3. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.012 in its entirety and substituting in lieu thereof the following new section 10.64.012:

10.64.012 Amendments to the 2018 NFPA 1 Fire Code.

The following amendments, deletions, or additions to the 2018 NFPA 1 Fire Code thereto are adopted by reference, as fully as though copied into the Metropolitan Fire Prevention Code, and thereby made a part of the Metropolitan Fire Prevention Code.

A. Section 1.7.3 is amended by adding the following subsection:

1.7.3.3 The provisions of this code do not apply to one and two-family dwellings and the construction, normal use, or maintenance thereof.

B. Section 1.10.1 is amended by adding the following language at the end of said section: Any reference to the board of appeals shall mean the Metropolitan Board of Fire and Building Code Appeals.

C. Section 1.12 is amended by adding the following subsection:

1.12.2.5 Permit fees shall be established from time to time by the Fire Marshal and approved by the Metro Council, taking into consideration the costs incurred with issuance of the permits and required inspections thereunder.

D. Table 1.12.8(a) is hereby amended by adding the following additional language in Private Fire Hydrants, "Use" and "Testing"

E. Section 2.1 is amended to omit the following referenced publications:

NFPA 120, Standard for Fire Prevention and Control in Coal Mines, 2015 edition; 2018 edition; and NFPA 5000, Building Construction and Safety Code ™, 2018 edition.

F. Section 3.3.14.3 is amended by deleting the section and substituting in lieu thereof:

Fire Area. An area of a building separated from the remainder of the building by construction having a fire resistance rating of 2 hours and having all communicating openings properly protected by an assembly having a fire resistance rating of at least 2 hours.

G. Section 13.3.2.20 is deleted.

H. Section 13.3.3 is amended by deleting the subsection 13.3.3.4.1.5.2 and substituting in lieu thereof:

Section 13.3.3.4.1.5.2 Corrections and repairs shall be performed by an approved sprinkler contractor licensed by the state of Tennessee.

I. Section 13.5 is amended by adding the following subsection:

13.5.3.2 Backflow prevention devices on automatic fire extinguishment systems shall be serviced by an approved sprinkler contractor licensed by the state of Tennessee.

J. Section 18.2.3.2.2.1 is amended by deleting and substituting the following in lieu thereof: When buildings are protected throughout with an approved automatic sprinkler system that is installed in accordance with NFPA 13, NFPA 13D, or NFPA 13R, the distance in 18.2.3.2.2 shall be permitted to be increased to 250 ft with approval by the AHJ**.**

K. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.1; Remoteness. Where two fire department access roads are required, they shall be placed a distance apart equal to not less than one half the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between access roads.

L. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.1; New residential developments of one- and two- family dwellings with more 49 dwelling units shall provide two separate and remote fire department access roads.

Exception 1: New residential developments with less than 100 one and two-family dwellings may be served by one fire apparatus access road when all dwellings are equipped with an approved automatic sprinkler system.

M. Section 18.2.3.3 is amended by adding a new subsection 18.2.3.3.2; New residential developments of multi-family dwellings, apartments and townhouses with more than 100 dwelling units shall provide two separate and remote fire department access roads.

Exception 1: New residential developments of multi-family dwellings, apartments and townhouses with less than 200 dwelling units may be served by one fire apparatus access road where all dwellings are equipped with an approved automatic sprinkler system.

N. 18.2.3.5.1.1 is amended by adding the following additional language: Fire department access roads shall have an unobstructed width of not less than 20 ft. (6.1 m) except where the following applies:

(1) Aerial fire apparatus access roads in the immediate vicinity of the building shall have an unobstructed width of not less than 24 ft. (7.3m) with a minimum setback of 15 ft. (4.5) and a maximum setback of 30 ft. (9.1m) to the building.

(2) Aerial fire apparatus access roads shall be positioned parallel to the entire longest side of the building. The AHJ shall determine which side and location(s) of the required access road.

(3) Overhead utility lines or other obstructions shall not be located over aerial fire apparatus access roads or between the fire apparatus access and the building.

O. 18.2.3.5.1 is amended by adding a new subsection 18.2.3.5.1.1.3; Where the vertical distance between the lowest level of fire department access and the highest roof surface exceeds 30 feet, approved aerial fire apparatus access roads in accordance with 18.2.3.5.1.1 shall be provided. The highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls and railings, whichever is greater.

P. Section 18.5.2 Detached One- and Two-family Dwellings, subsection (1) is amended by deleting “600 ft. (183 m)” and substituting “ 500 ft. (152 m)”.

Q. Section 18.5.3 Buildings other than Detached One- and Two-Family Dwellings, subsection (1) is amended by deleting “400 ft. (122 m)” and substituting “ 500 ft. (152 m)”.

R. Section 60.1.1. is amended by adding the following language at the end of said section: In addition, the following restrictions shall apply within the city:

(1) No person shall operate or park any vehicle carrying hazardous materials in a residential zoned area within the corporate limits of Nashville and Davidson County at any time, except for the purpose of and while actively engaged in the expeditious and lawful delivery of hazardous materials.

(2) This chapter shall apply to materials not otherwise covered in this code which are highly flammable, or which may react to cause fires or explosions, or which by their presence create or augment a fire or explosion hazard, or which because of the toxicity, flammability or liability to explosion render firefighting abnormally

dangerous or difficult; also the flammable or combustible liquids which are chemically unstable and which may spontaneously form explosive compounds or undergo spontaneous reactions of explosive violence or with sufficient evolution of heat to be a fire hazard. Hazardous materials shall include flammable solids, flammable and combustible liquids, corrosive liquids, poisonous gases or highly toxic, radioactive, oxidizing, unstable or reactive, hypergolic or pyrophoric materials; also, any substance or mixture of substances which is an irritant or a strong sensitizer, or which generates pressure through exposure to heat, decomposition or other means.

S. Section 65.1 is amended to add the following subsection:

65.1.3 Nothing in this Section shall be construed as applying to:

(1) The possession, transportation and use of small arms ammunition.

(2) The possession, storage, transportation and use of not more than one pound of black sporting powder, 20 pounds of smokeless powder, and 2,000 small arms primers for hand loading of small arms ammunition for personal use.

(3) The possession, storage, transportation and use of explosives or blasting agents by the United States Bureau of Mines, the Federal Bureau of Investigation, the United States Secret Service, or police and fire departments acting in their official capacities.

T. NFPA 101, Life Safety Code, 2018 edition, incorporated by reference in chapter 2 of the 2018 edition of NFPA 1 is amended in the following respects: Chapter 24 is deleted.

Section 4. Chapter 10.64 of the Metropolitan Code is hereby amended by adding the following new Section 10.64.013:

10.64.013 - Issuance of permits.

Before permits may be issued as required by this Section and the codes, annexes and appendixes adopted by this Section, the fire chief or a delegate shall inspect and approve the receptacles, processes, vehicles, buildings or storage places to be used for any such purposes.

Section 5. Chapter 10.64 of the Metropolitan Code is hereby amended by adding the following new Section 10.64.014:

10.64.014 Application.

The provisions of this Section and the codes and appendixes adopted by this Section shall apply equally to both public and private property, and to all structures and their occupancies, except as otherwise specified. The provisions of the fire code adopted by this Section shall govern the manner in which:

A. The codes are applied to new commercial and service institutional construction and existing commercial and service institutional buildings.

B. Occupancies and types of construction are classified for the purpose of determining minimum code requirements.

C. The specific requirements of the codes may be modified to permit the use of alternate materials or methods of construction.

Section 6. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.015 in its entirety and substituting in lieu thereof the following new section 10.64.015:

10.64.015 - Hazardous substances.

A. Definitions. As used in this section, the following terms shall be defined as follows:

Costs mean those necessary and reasonable costs incurred by the city in connection with investigating, mitigating, minimizing, removing or abating discharges of hazardous

substances, including, but not limited to, the following: actual labor costs of city personnel or its authorized agents; cost of equipment operation and rental; and cost of expendable items including, but not limited to, firefighting foam, chemical extinguishing agents, absorbent material, sand, recovery drums, acid suits, acid gloves, goggles and protective clothing.

Discharge means any intentional or unintentional action or omission resulting in the releasing, spilling, pumping, pouring, emitting, emptying or dumping of a hazardous substance upon public or private property located within the city limits.

Hazardous substances mean any substances or materials in a quantity or form, which, in the determination of the fire chief or his authorized designee, poses an unreasonable and imminent risk to the life, health, safety or welfare of persons or property within the city, and shall include, but not be limited to those hazardous substances listed in the N.F.P.A. Guide on Hazardous Materials or the E.P.A.'s list of extremely hazardous substances.

Person means one or more individuals, partnerships, corporations, joint ventures, associations or any other entities or any combination thereof.

B. Fire department's authority. The fire department is hereby authorized to take such steps as necessary to clean up, remove or abate the effects of any hazardous substances discharged upon or into public or private property or facilities located within the limits of the city.

C. Persons responsible for unauthorized discharges to be liable to the city fire department. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances that requires emergency action of the city's fire department or its authorized agents in order to protect the public health, safety or welfare shall be jointly and severally liable to the city for the costs incurred by the city in investigating, mitigating, minimizing, removing and abating any such discharge.

D. Fire department to keep records of cleanup costs. When responding to the emergency caused by the unauthorized discharge of hazardous substances, the city's fire department shall keep a detailed record of the costs attributable thereto.

E. Unlawful dischargers to reimburse city for cleanup costs. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances shall reimburse the city for the full amount of all costs, as defined herein, associated with investigating, mitigating, minimizing, removing and abating any such discharge within a period of 30 days after receipt of an itemized bill for such costs from the city.

F. Penalty for late payment of cleanup costs. Any person responsible for causing or allowing an unauthorized discharge of hazardous substances and who fails to promptly reimburse the city within the time set forth in subsection (f) of this section shall be subject to a penalty payment equal to five percent of the total amount of the bill for each month that the bill for such costs remains unpaid.

G. Remedies supplemental to other remedies. The remedy provided for in this section shall be supplemental to and in addition to all other available remedies at law and equity.

Section 7. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.016 in its entirety and substituting in lieu thereof the following new section 10.64.016:

10.64.016 - Penalty.

Any person who shall violate any of the provisions of the codes and appendixes adopted by this Section; or shall fail to comply therewith; or shall violate or fail to comply with any order made thereunder; or shall build in violation of any details, statements, specifications or plans submitted or approved thereunder; or shall operate not in accordance with the provisions of any certificate, permit or approval issued thereunder, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the fire chief or by a court of competent

jurisdiction within the time fixed herein shall severally for each and every violation and noncompliance, respectively, be penalized by a civil penalty as provided for in section 1.24 of the Metropolitan Code of Ordinances. The imposition of a penalty for any violation shall not excuse the violation nor shall the violation be permitted to continue. All such persons shall be required to correct or remedy such violations or defects within a reasonable time, and when not otherwise specified, the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 8. Chapter 10.64 of the Metropolitan Code is hereby amended by deleting Section 10.64.017 in its entirety and substituting in lieu thereof the following new section 10.64.017:

10.64.017 - Open Burning

It is the intent and purpose of this Section to protect the citizens of Nashville from injury arising from hazards and public nuisances and to reduce the accidental spread of fire for the benefit of the health, safety, general welfare and physical property of the people. The city shall seek the accomplishment of these objectives through the regulation of open burning as adopted and set forth herein.

A. Definitions. The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Air curtain destructor or air curtain incinerator means a portable or stationery combustion device that directs a plane of high velocity forced draft air through a manifold head into a burn chamber with vertical walls in such a manner as to maintain a curtain of air over the surface of the burn chamber and a recirculating motion of air under the curtain.

Cooking Fire means the noncommercial, *residential* burning of materials not exceeding 3 ft (0.9 m) in diameter and 2 ft (0.6 m) in height, other than rubbish in which the fuel burned *is* contained in an outdoor fireplace, a barbecue grill, or a barbecue pit for the purpose of preparing food.

Fire Marshal means the duly appointed fire marshal or acting fire marshal of the city.

Open burning means the burning of any matter under such conditions that products of combustion are emitted directly into the open atmosphere without passing directly through a stack.

Recreational Fire means the noncommercial burning of materials other than rubbish for pleasure, religious, ceremonial, cooking, or similar purposes in which the fuel burned *is not* contained in an incinerator, a barbecue grill, or a barbecue pit, and the total fuel area is not exceeding 3 ft (0.9 m) in diameter and 2 ft (0.6 m) in height.

B. Open burning prohibitions and restrictions. No open burning shall be allowed unless a permit is first obtained from the fire marshal, except that no permit shall be required for:

(1) Outdoor fireplaces or outdoor noncommercial food preparation; provided that the use of an outdoor fireplace or a portable charcoal or gas barbecue grill shall be prohibited within ten feet of any structure in which more than two dwelling units are located.

(2) The burning of tires and other rubber products, vinyl shingles and siding, other plastics, asphalt shingles and other asphalt roofing materials and/or asbestos containing materials is expressly prohibited, and such materials shall not be included in any open burning conducted under the provisions of this Section. Furthermore, burning for the purpose of disposing of construction or demolition waste or debris not otherwise described herein is expressly prohibited, and such waste or debris shall not be included in any open burning conducted under the provisions of this Section.

(3) Burning for the purpose of clearing vegetation from land for new development or a change in the use of the land shall be permitted only if:

(a) The burning will take place at least 500 feet from any occupied building,

roadway, walkway or any other location as may be specified by the fire marshal.

(b) The materials to be burned consist solely of vegetation grown on the property containing the burn site.

(c) The materials to be burned are placed in a pit and an air curtain destructor or air curtain incinerator is used.

(d) Priming materials used to facilitate such burning are limited to #1 or #2 grade fuel oils.

(e) The burning occurs between the hours of 7:00 a.m. and dark.

(4) Burning for the purpose of disposing of detached tree limbs and leaves shall be permitted only if:

(a) The burning will take place at least 300 feet away from any adjacent lot or tract with a residential dwelling or other occupied structure.

(b) The materials to be burned consist solely of leaves and limbs gathered from the property containing the burn site.

(c) The materials to be burned are placed in a pit and an air curtain destructor or air curtain incinerator is used, if the fire marshal has instructed that an air curtain destructor or air curtain incinerator is to be used, based on the size and location of the burn and other relevant safety issues.

(d) Priming materials used to facilitate such burning are limited to #1 or #2 grade fuel oils.

(e) The burning occurs between the hours of 9:00 a.m. and 3:30 p.m.

(5) An application for a bonfire permit for a special event must be submitted to the fire marshal at least ten calendar days prior to the event and must identify the location and describe the type of materials to be used in the bonfire. Prior to approval of the permit, the fire marshal or the fire marshal's representative may inspect the location and may condition the issuance of the bonfire permit on the use of specified materials and prescribed safety measures. The fire marshal or the fire marshal's representative may revoke the bonfire permit before or during the bonfire if the fire marshal or the fire marshal's representative has reason to believe the bonfire will not be adequately supervised, or if weather or other conditions on the day of the bonfire pose a significant public health or safety risk.

(6) Neither the exceptions allowed hereunder nor the granting of a permit for open burning shall relieve any person of liability for injuries or damage caused by such open burning, nor shall an exception or permit relieve any person of the responsibility to obtain any other permit required by any other agency, or of complying with other applicable requirements, ordinances, statutes or restrictions.

(7) In the event a permitted fire is determined by the fire marshal or the fire marshal's representative to be a nuisance to adjacent property owners or occupants or to the public at large, the fire marshal or the fire marshal's representative shall order the permit holder to extinguish the fire immediately or, if necessary, the fire department may extinguish the fire.

(8) The fire marshal or the fire marshal's representative along with the Director of Public Health may order all open burning temporarily stopped at any time due to weather conditions or other environmental conditions which may cause open burning to pose a significant public health or safety risk.

Section 9. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-659, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Day Street right-of-way from West Trinity Lane southwestwardly. (Proposal Number 2020M-021AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

Street from W Trinity Lane southwest approximately 560 feet to the northwest corner of Map 0707006900, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

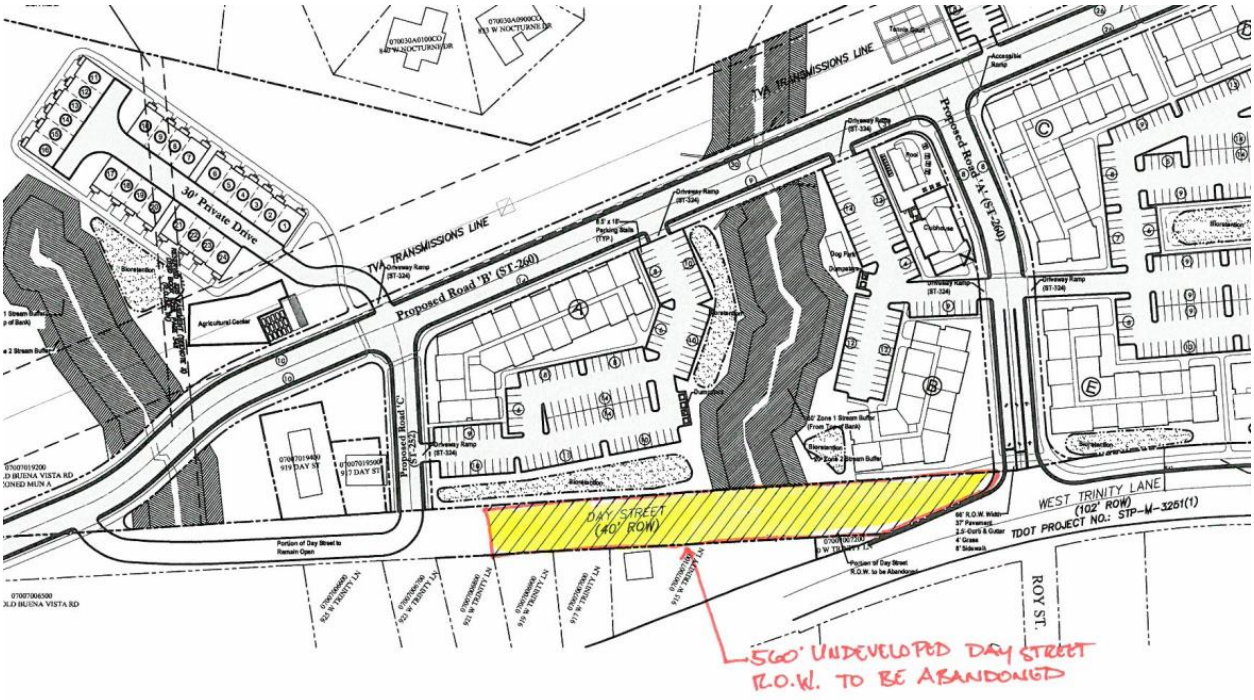
Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Proposal Number 2020M-021AB-001
Map: 70-7
Council District #2




5600' UNDEVELOPED
DAY STREET TO BE
ABANDONED
W TRINITY LN
915
919
917
070070
071
070070
063
070070
062
070070
076

Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

*** *Before filing this application, please review checklist on the back of this application.* ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-10-2020

Closure Type:
- ☐ Street
- ☐ Alley

Easements:
- ☒ Retain utilities
- ☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

DAY STREET
Street Name(s) / Alley Number(s)

560' FROM INTERSECTION W/ WEST TRINITY LANE
Street / Alley Located Between?

Reason for Closure:

ROAD IS UNIMPROVED & WOULD CREATE A DANGEROUS INTERSECTION W/ WEST TRINITY IF CONSTRUCTED

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: MICHAEL GARRIGAN

Business: DALE & ASSOCIATES

Address: 516 HEATHER PLACE

City: NASHVILLE State: TN Zip: 37204

Phone: 297-5166 (business) home 293-5596 business (mobile)

Fax: 269-7905 (business) home business mobile

E-mail: michaelg daleandassociates.net

Applicant's Signature: _____

Filing Fee **(All application fees are non-refundable)**

Street / Alley Closure $300.00

Amount paid: $ $300.00

Accepted by: BC Date: 11-10-2020

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
COVE RESIDENTIAL HOLDINGS III, LLC X	DAY ST (UNNUMBERED)		70-7	61
COVE RESIDENTIAL HOLDINGS III, LLC X	DAY ST (UNNUMBERED)		70-7	62

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone#	Map	Parcel
Enchanted Developments LLC By: Jamie Frazier X	915 West Trinity	6155214939	07007007100	

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone#	Parcel ID#	
Roger Heights Baptist Church By: Title:	0 West Trinity Lane	615-400-6833	070070072.00	

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone#	Map	Parcel
DY Properties II LLC By:_DeRon Jenkins x	917 West Trinity	615- 569- 3699	70-7	70
DY Properties II LLC By: DeRon Jenkins x	919 West Trinity	615 569 3699	70-7	69

File #: BL2021-660, **Version:** 1

An ordinance authorizing Gateway Poplar, Inc. to install, construct and maintain underground encroachments in the right-of-way located at 750 Old Hickory Blvd. (Proposal No. 2020M-036EN-001).

WHEREAS, Gateway Poplar, Inc. plans to install, construct and maintain underground encroachments in the right-of-way of 750 Old Hickory Blvd., under proposal No. 2020M-036EN-001; and,

WHEREAS, Gateway Poplar, Inc. plans to install, construct and maintain underground encroachments comprised of a retaining wall and a 20' long handrail due to culvert extension, encroaching the public right-of-way on property located on 750 Old Hickory Blvd.

WHEREAS, Gateway Poplar, Inc. has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments under proposal No. 2020M-036EN-001.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, Gateway Poplar, Inc. is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-036EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches, which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2020M-036EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense Gateway Poplar, Inc.

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-036EN -001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by Gateway Poplar, Inc.

Section 4. That construction and maintenance of said encroachment under proposal No. 2020M-036EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Ordinance confers upon Gateway Poplar, Inc. a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by Metropolitan Government, Gateway Poplar, Inc. shall remove said encroachment at their own expense.

Section 6. Gateway Poplar, Inc. shall pay all costs incident to the construction, installation, operation and maintenance of said encroachment under proposal No. 2020M-036EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Gateway Poplar, Inc., its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition, which it was in prior to the installation of, said encroachments, and for any street closure.

Section 7. That the authority granted to Gateway Poplar, Inc. as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. Gateway Poplar, Inc. shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million ($2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Gateway Poplar, Inc. of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, Gateway Baptist, Inc., in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 6/9/20

Gateway Poplar, Inc.
c/o Bayle Nashville LLC
(Owner of Property)

750 Old Hickory Blvd.
(Address of Property)

Brentwood, TN 37027
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 9th day of June, 2020

Tayler McCloud
(NOTARY PUBLIC)

My Commission Expires: 9.6.22.

TAYLER MCCLOUD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-6-2022

ACORD

EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 05/29/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS PHONE (A/C, No, Ext): 1-877-945-7378 Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	COMPANY NAME AND ADDRESS NAIC NO: 22667 ACE American Insurance Company 1 Beaver Valley Road Wilmington, DE 19850 IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH
CODE: SUB CODE: AGENCY CUSTOMER ID #:	POLICY TYPE Commercial Property
NAMED INSURED AND ADDRESS Gateway Poplar, Inc c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108	LOAN NUMBER POLICY NUMBER MAUD3787009-2 005
	EFFECTIVE DATE: 12/31/2019 EXPIRATION DATE: 12/31/2020 CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☒ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
RE: Yardi: LAC02003 (address: 120 Brentwood Commons Way, Brentwood, TN 37027)

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 250,000,000 DED: $50,000

	YES	NO	N/A		
☒ BUSINESS INCOME ☒ RENTAL VALUE	X			If YES, LIMIT: 250,000,000	X Actual Loss Sustained; # of months: 12
BLANKET COVERAGE	X			If YES, indicate value(s) reported on property identified above: $ 250,000,000	
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X			
IS DOMESTIC TERRORISM EXCLUDED?		X			
LIMITED FUNGUS COVERAGE	X			If YES, LIMIT: $10,000,000	DED: $50,000
FUNGUS EXCLUSION (If "YES", specify organization's form used)		X			
REPLACEMENT COST	X				
AGREED VALUE	X				
COINSURANCE		X		If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: $250,000,000	DED: $50,000
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: Included	DED: $50,000
- Demolition Costs	X			If YES, LIMIT: $50,000,000	DED: $50,000
- Incr. Cost of Construction	X			If YES, LIMIT: $50,000,000	DED: $50,000
EARTH MOVEMENT (If Applicable)	X			If YES, LIMIT: see remarks	DED: see remarks
FLOOD (If Applicable)	X			If YES, LIMIT: $50,000,000	DED: see remarks
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT: $250,000,000	DED: $50,000
NAMED STORM INCL ☒ YES ☐ NO Subject to Different Provisions:	X			If YES, LIMIT: $250,000,000	DED: see remarks
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS

Evidence Only.

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

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SR ID: 19669629 BATCH: 1695081 CERT: W16610981

AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc.	Gateway Poplar, Inc c/o Robert M. Currey & Associates, Inc. One Beacon Street, 32nd Floor Boston, MA 02108
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE: See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property

Extended Period of Indemnity: 365 Days

Terrorism Coverage: Lloyd's of London 100% of $250,000,000 003941601 (A XV). Terrorism Coverage is both certified and non-certified coverage on a combined basis including Loss of Rents. Deductible: $5,000
Course of Construction Coverage (Builder's Risk, including Soft Costs): $50,000,000

Earthquake Shock Coverage: $50,000,000 except for the following:

$50,000,000: EARTHQUAKE SHOCK OTHER THAN CALIFORNIAN EARTHQUAKE SHOCK in the Aggregate During Any Policy Year;
$50,000,000: CALIFORNIAN EARTHQUAKE SHOCK in the Aggregate During Any Policy Year.

Earthquake Shock Deductible: $50,000 except:
1% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Earthquake Shock at Locations not in California.

5% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence and a maximum of USD25,000,000 any one occurrence in respect of Earthquake Shock at Locations in California

Flood Coverage: $50,000,000. Flood Deductible: $50,000 except:
Locations wholly or partially located within a Special Flood Hazard Area (SFHA), areas of 100 year flooding, as defined

by the Federal Emergency Management Agency, the deductible shall be either the maximum amount of insurance purchased through NFIP policies in effect at the time of loss or in the absence of such NFIP policy, $500,000 per occurrence.

Named Storm Deductible:
5% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in Miami-Dade County, Palm Beach County, Broward County, Pinellas County, and Hillsborough County Florida Only.

3% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in all Florida counties excluding Miami-Dade County, Palm Beach County, Broward County, Pinellas County, and Hillsborough County.

All of Florida Subject to a maximum of USD25,000,000 any one occurrence.

2% per unit of insurance, any one occurrence subject to a minimum of USD100,000 any one occurrence in respect of Named Storm at Locations in Tier 1 excluding the entire State of Florida.

*Tier 1 Wind Counties are as follows: (ALABAMA - Baldwin, Mobile; FLORIDA - Entire State; GEORGIA - Bryan, Camden, Chatham, Glynn, Liberty, McIntosh; LOUISIANA - Cameron, Iberia, Jefferson, Lafourche, Orleans, Plaquemines, St. Bernard, St. Charles, St. John Baptist, St. Mary, St. Tammany, Tangipahoa, Terrebonne, Vermilion; MISSISSIPPI - Hancock, Harrison, Jackson; NORTH CAROLINA - Beaufort, Bertie, Brunswick, Camden, Carteret, Chowan, Currituck, Dare, Hyde, New Hanover, Onslow, Pamlico, Pasquotank, Pender, Perquimans, Tyrell, Washington; SOUTH CAROLINA - Beaufort, Charleston, Colleton, Georgetown, Horry, Jasper; TEXAS - Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jackson, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, Willacy; VIRGINIA- Accomack, Gloucester, Hampton, Isle of Wright, Lancaster, Mathews, Middlesex, Newport News, Norfolk, Northampton, Northumberland,

Suffolk, Surry, Virginia Beach, Westmoreland, York)
Other than Named Storm the deductible is $50,000 at ALL locations for Wind/Hail.

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SR ID: 19669629 BATCH: 1695081 CERT: W16610981

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Massachusetts, Inc.	NAMED INSURED Gateway Poplar, Inc c/o Robert M. Currey & Associates, Inc. One Beacon Street, 22nd Floor Boston, MA 02108
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 FORM TITLE: Evidence of Commercial Property

Pollution cleanup and removal $2,500,000 aggregate limit deductible $50,000

Primary $10M
Ace American Insurance Company (A++) 50% of Primary $10M MAUD3787009-2 005

Primary $50M
Endurance American Specialty Insurance Company 50% of Primary $50M GPR10010426203

$90M xs $10M
Everest Indemnity Insurance Company 13.5% of $90M x $10M RP5CF00270-191
Tokio Marine America Insurance Company 7.5% of $90M x $10M LCP6481033-03

$25M xs $25M
Ironshore Specialty Insurance Company 14% of $25M x $25M 100038503201

$50M xs $50M
Ironshore Specialty Insurance Company 13% of $50M xs $50M 100037010501
Oil Casualty Insurance Ltd 9% of $50M x $50M P-102394-1219
Arch Specialty Insurance Company 12% of $50M x $50M ESP1000047-01
Lloyd's of London 16% of $50M x $50M P138913
Hamilton Re, Ltd 10% of $50M x $50M FX19-4699-01
Lloyd's of London 7.5% of $50M x $50M B080119983U19
RSUI Indemnity Company 11.5% of $50M x $50M NHD911143

$15M x $10M
Lloyd's of London 14% of $15M x $10M PD-11127-00

$150M xs $100M
Liberty Mutual Insurance Company 100% of $150M x $100M MQ2-L9L-440243-029

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SR ID: 19669629 BATCH: 1695081 CERT: W16610981

File #: BL2021-661, **Version:** 1

An ordinance authorizing Crescent Nashville West, LLC to install, construct and maintain underground encroachments in the right-of-way located at 7113 Charlotte Pike. (Proposal No. 2020M-035EN-001).

WHEREAS, Crescent Nashville West, LLC plans to install, construct and maintain underground encroachments in the right-of -way of 7113 Charlotte Pike, under proposal No. 2020M-035EN-001; and,

WHEREAS, the encroachments are comprised of installation of permanent irrigation to serve the landscape strip along the property frontage on Charlotte Pike and Hapwood Drive, encroaching the public right-of-way on property located on 7113 Charlotte Pike; and,

WHEREAS, Crescent Nashville West, LLC has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments under proposal No. 2020M-035EN-001.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, the Crescent Nashville West, LLC is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2020M-035EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2020M-035EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense of Crescent Nashville West, LLC.

Section 3. That plans and specifications for said encroachments under proposal No. 2020M-035EN -001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by Crescent Nashville West, LLC.

Section 4. That construction and maintenance of said encroachments under proposal No. 2020M-035EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when completed, must be approved by said Director.

Section 5. That this Ordinance confers upon Crescent Nashville West, LLC a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said repeal. In the event of such repeal by Metropolitan Government, Crescent Nashville West, LLC, its successors and assigns, shall remove said encroachment at their own expense.

Section 6. Crescent Nashville West, LLC, its successors and assigns, shall pay all costs incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2020M-035EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. Crescent Nashville West, LLC, its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition, which it was in prior to the installation of said encroachments and for any street closure.

Section 7. That the authority granted to Crescent Nashville West, LLC as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. Crescent Nashville West, LLC shall and is hereby required to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million ($2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction or installation of said encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by Crescent Nashville West, LLC of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, CRESCENT NASHVILLE WEST, in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 8-20-20

(Owner of Property)

7113 Charlotte Pike
(Address of Property)

Nashville, Tennessee 37209
(City and State)

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Sworn to and subscribed before

Me this 20 day of August, 2020.

Renee Connally
(NOTARY PUBLIC)

RENEE CONNALLY
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

My Commission Expires: 12.13.20.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

1/1/2021

DATE (MM/DD/YYYY) 8/20/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Evanston Insurance Company	35378
INSURED 1375186 Crescent Nashville West, LLC c/o Crescent Communities, LLC 227 W. Trade Street Suite 1000 Charlotte NC 28202	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : American Guarantee and Liab. Ins. Co.	26247
	INSURER D : The Cincinnati Insurance Company	10677
	INSURER E : Hiscox Insurance Company, Inc.	10200
	INSURER F :	

COVERAGES 1084665 CERTIFICATE NUMBER: 16921228 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Deductible $25K GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	MKLV2PBC000684	4/30/2020	4/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	N	N	MKLV2PBC000684	4/30/2020	4/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $ $0	N	N	MKLV2EUL103990	4/30/2020	4/30/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	22WBCR8545	1/1/2020	1/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	UMB 1st Excess UMB 2nd Excess Terrorism	N	N	AEC9139351-14 EXS0576777 UTS2562718.20	4/30/2020 4/30/2020 4/30/2020	4/30/2021 4/30/2021 4/30/2021	Limit: $15M xs $2M Limit: $8M xs $17M Limit $1M per Occ/$2M Agg/ Deduct. $10K	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 Day's Notice of Cancellation/Non-renewal, except 10 days for nonpayment of premium, to the certificate holder when required by written agreement.

CERTIFICATE HOLDER	CANCELLATION
16921228 The Metropolitan Government of Nashville & Davidson County Metro & Legal Claims c/o Insurance and Safety Division 222 3rd Avenue North, Ste #501 Nashville TN 37201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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File #: BL2021-662, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the 210 Belding Drive Stormwater Improvement Project for five properties located on Belding Drive and Eldon Court, (Project No. 21-SWC-179 and Proposal No. 2021M-006ES-001).

WHEREAS, the negotiation and acceptance of permanent and temporary easements for five properties located on Belding Drive and Eldon Court are needed to construct MWS Project 21-SWC-179; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-006ES-001 on January 25, 2021, for the negotiation and acceptance of permanent and temporary easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to negotiate and accept permanent and temporary easements for five properties located on Belding Drive and Eldon Court, as shown on Exhibits 1 and 2, which are attached hereto and incorporated by reference.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the negotiations and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

DocuSign Envelope ID: 237CF4D7-388A-443D-AEFB-1A81A66F4095

210 BELDING DRIVE STORMWATER PROJECT
21-SWC-179

Address	Map/Parcels		Property Owners
204 Belding Drive	085-11	107	James C. Bilbrey Sr. and Judy C. Bilbrey, Trustees
210 Belding Drive	085-11	63	Elizabeth Nolan Duer
212 Belding Drive	085-11	62	Jane Ann McCullough
217 Eldon Court	085-11	69	Janet L. Sykes
219 Eldon Court	085-11	68	Erin T. Brown

DocuSign Envelope ID: 237CF4D7-388A-443D-AEFB-1A81A66F4095

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 25, 2021

To: Mike Atchison, Metro Water Services

Re: 210 Belding Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2021M-006ES-001
Council District #14 – Kevin Rhoten, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the acquisition of permanent and temporary easements which are needed to construct Project 21-SWC-179, 210 Belding Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance in order to complete this project (see sketch for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

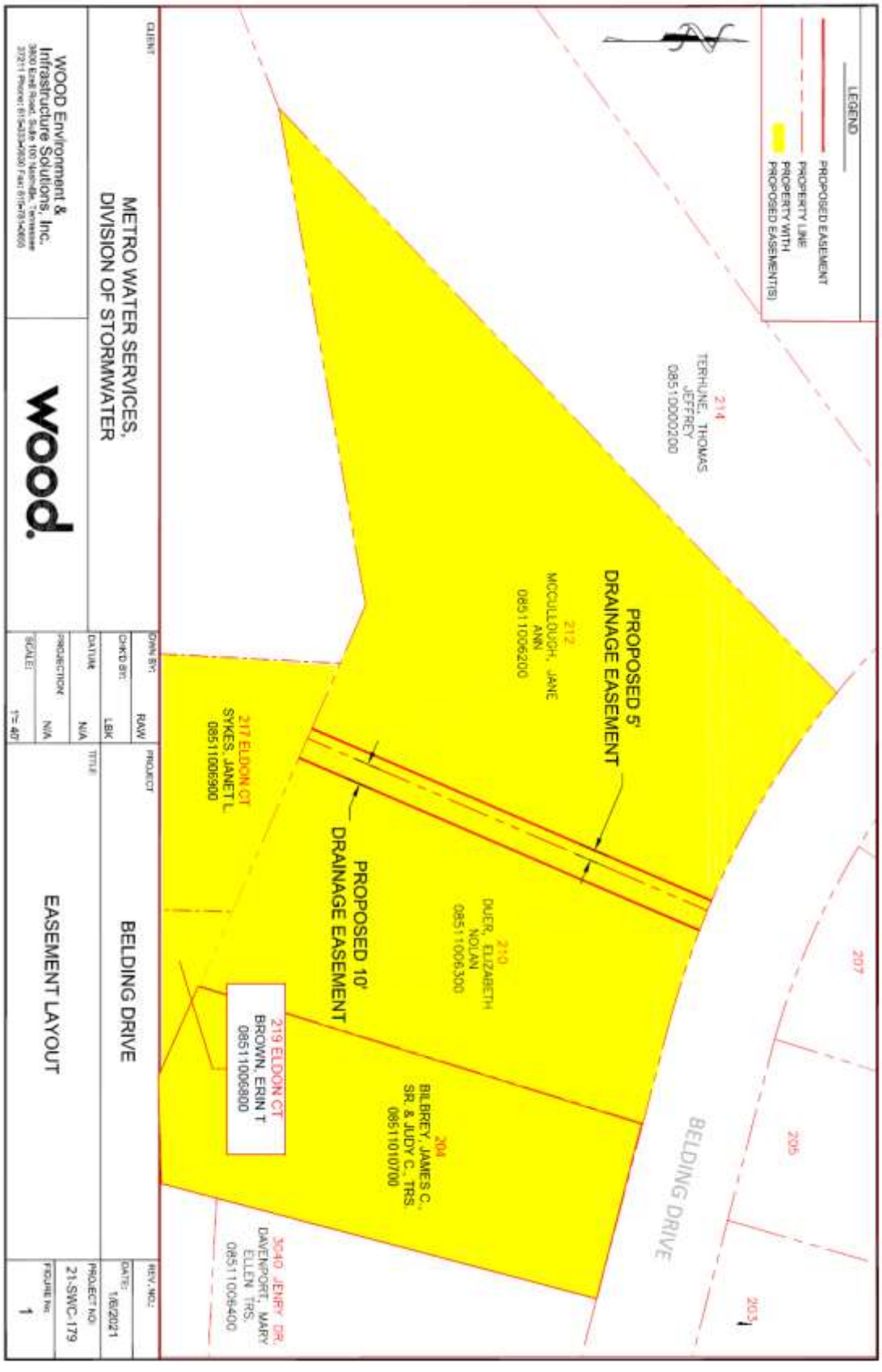
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: 237CF4D7-388A-443D-AEFB-1A81A66F4095

Re: 210 Belding Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2021M-006ES-001
Council District #14 – Kevin Rhoten, Council Member

A request for the acquisition of permanent and temporary easements which are needed to construct Project 21-SWC-179, 210 Belding Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance in order to complete this project (see sketch for details).



DocuSign Envelope ID: 237CF4D7-388A-443D-AEFB-1A81A66F4095

LEGEND

PROPOSED EASEMENT

PROPERTY LINE

PROPERTY WITH PROPOSED EASEMENT(S)

207

205

203

214
TERHUNE, THOMAS JEFFREY
08510000200

BELDING DRIVE

PROPOSED 5' DRAINAGE EASEMENT

212
MCCULLOUGH, JANE ANN
08511006200

210
DUER, ELIZABETH NOLAN
08511006300

PROPOSED 10' DRAINAGE EASEMENT

3040 JENRY DR.
DAVENPORT, MARY ELLEN TRS.
08511006400

CLIENT: METRO WATER SERVICES, DIVISION OF STORMWATER	DWN BY: RAW	PROJECT: BELDING DRIVE	REV. NO.:
	CHK'D BY: LBK		DATE: 1/6/2021
WOOD Environment & Infrastructure Solutions, Inc. 3800 Ezell Road, Suite 100 Nashville, Tennessee 37211 Phone: 615-333-0630 Fax: 615-781-0655	DATUM: N/A	TITLE: EASEMENT LAYOUT	PROJECT NO: 21-SWC-179
wood.	PROJECTION: N/A		FIGURE No. 1
	SCALE: 1'= 40'		

File #: BL2021-663, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1 (MWS Project Nos. 20-SL-136 and 20-WL-72 and Proposal No. 2021M-007ES-001).

WHEREAS, the abandonment of approximately 901 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of new eight inch sanitary sewer main (PVC), approximately 769 linear feet of new eight inch sanitary sewer main (DIP), approximately 1,235 linear feet of new eight inch water main (DIP), 18 sanitary sewer manholes, three fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1, is needed to construct project numbers 20-SL-136 and 20-WL-72; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-007ES-001 on January 28, 2021, for the abandonment and acceptance of said sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assemblies, and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 901 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and to accept approximately 1,277 linear feet of new eight inch sanitary sewer main (PVC), approximately 769 linear feet of new eight inch sanitary sewer main (DIP), approximately 1,235 linear feet of new eight inch water main (DIP), 18 sanitary sewer manholes, three fire hydrant assemblies and easements, for property located at 5693 Cloverland Drive, also known as Plum Orchard Phase 1, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
17100007100	5693 Cloverland Drive

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

DocuSign Envelope ID: DD14B4C9-43C0-4B5B-9B9A-0EEBE6673282

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: Plum Orchard Phase 1
Planning Commission Mandatory Referral #2021M-007ES-001
Council District #04 – Robert Swope, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the abandonment of approximately 901 linear feet of 8-inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of 8-inch sanitary sewer main (PVC), 769 linear feet of 8-inch sanitary sewer main (DIP) 18 sanitary sewer manholes, 1,235 linear feet of 8-inch water main (DIP), three fire hydrant assemblies and easements (see sketch for details) to serve the Plum Orchard Phase 1 development (MWS proj. nos. 20-SL-136 and 20-WL-72).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

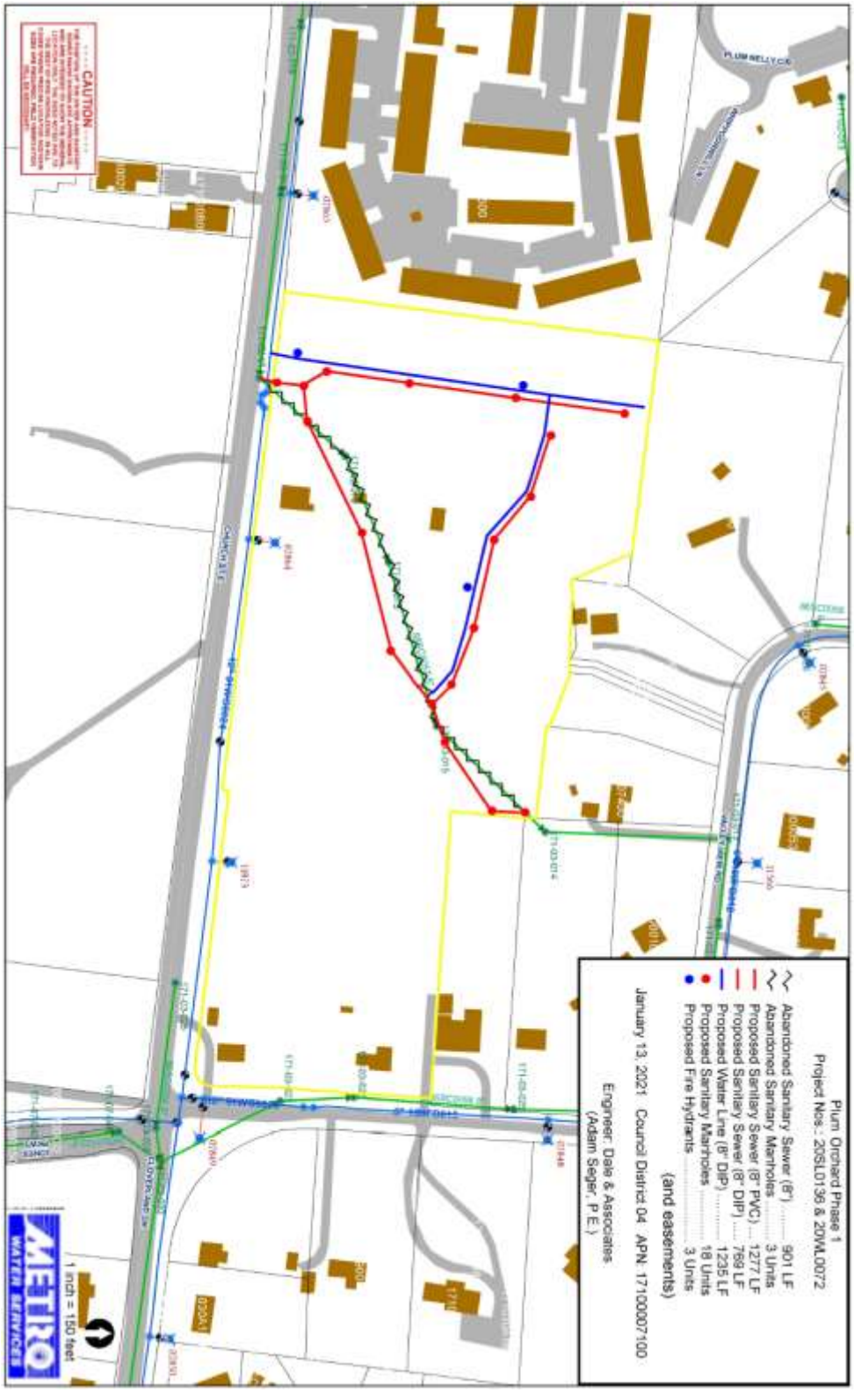
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: DD14B4C9-43C0-4B5B-9B9A-0EEBE6673282

Re: Plum Orchard Phase 1
Planning Commission Mandatory Referral #2021M-007ES-001
Council District #04 – Robert Swope, Council Member

A request for the abandonment of approximately 901 linear feet of 8-inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 1,277 linear feet of 8-inch sanitary sewer main (PVC), 769 linear feet of 8-inch sanitary sewer main (DIP) 18 sanitary sewer manholes, 1,235 linear feet of 8-inch water main (DIP), three fire hydrant assemblies and easements (see sketch for details) to serve the Plum Orchard Phase 1 development (MWS proj. nos. 20-SL-136 and 20-WL-72).



DocuSign Envelope ID: DD14B4C9-43C0-4B5B-9B9A-0EEBE6673282

Plum Orchard Phase 1
Project Nos.: 20SL0136 & 20WL0072

- Abandoned Sanitary Sewer (8") ..... 901 LF
- Abandoned Sanitary Manholes ..... 3 Units
- Proposed Sanitary Sewer (8" PVC) ... 1277 LF
- Proposed Sanitary Sewer (8" DIP) ..... 769 LF
- Proposed Water Line (8" DIP) ..... 1235 LF
- Proposed Sanitary Manholes ..... 18 Units
- Proposed Fire Hydrants ..... 3 Units

(and easements)

January 13, 2021 Council District 04 APN: 17100007100

Engineer: Dale & Associates
(Adam Seger, P.E.)

PLUM NELLY CIR
WHIPPOORWILL LN
VALLEY VIEW RD
CHURCH ST E
CLOVERLAND DR
JONES PKWY
12" 91WG0024
8" 180FD015
86SC0058 8"
86SC0057 8"
04SL0123 8"

07845 07848 07865 07864 11873 07849 07850 11566

171-02-013 171-02-025 171-03-013 171-03-014 171-03-025 171-03-015 171-02-016 171-02-017 171-02-019 171-02-018 171-03-023 171-03-027 171-03-028 171-03-029 171-03-030 171-07-040

- - - - CAUTION - - - -
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 150 feet

METRO WATER SERVICES

File #: BL2021-664, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new public sewer main, sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development (MWS Project No. 20-SL-106 and Proposal No. 2021M-005ES-001).

WHEREAS, the acceptance of approximately 454 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development, is needed to construct project number 20-SL-106; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-005ES-001 on January 25, 2021, for the acceptance of said sanitary sewer main, sanitary sewer manholes and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 454 linear feet of new eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, for six properties located at Old Burkitt Road and Nolensville Pike in Davidson and Williamson Counties, also known as the 7-Eleven development, as shown on Exhibits 1 and 2, which are attached hereto and incorporated by reference.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

DocuSign Envelope ID: 8D08A73D-28DF-4572-A849-166E6E1134A5

MWS PROJECT NO. 20-SL-106
7-ELEVEN DEVELOPMENT

Davidson County

Address	Map/Parcels	Property Owners
7235 Old Burkitt Road	18600001100	Macs Retail, LLC
6960 Nolensville Pike	18600001200	Macs Retail, LLC
6968 Nolensville Pike	18600001300	Macs Retail, LLC
7203 Old Burkitt Road	18600001301	Macs Retail, LLC

Williamson County

Address	Williamson Map/Parcels	Property Owners
6937 Nolensville Road	03300006900	Taffany and Getty Joe Williams
6931 Nolensville Road	03300006800	6931 Nolensville Road Trust

DocuSign Envelope ID: 8D08A73D-28DF-4572-A849-166E6E1134A5

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 25, 2021

To: Mike Atchison, Metro Water Services

Re: 7-Eleven at Old Burkitt Road and Nolensville Road
Planning Commission Mandatory Referral #2021M-005ES-001
Council District #31 – John Rutherford, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the acceptance of approximately 454 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) for the 7- Eleven development (MWS proj. no. 20-SL-106).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

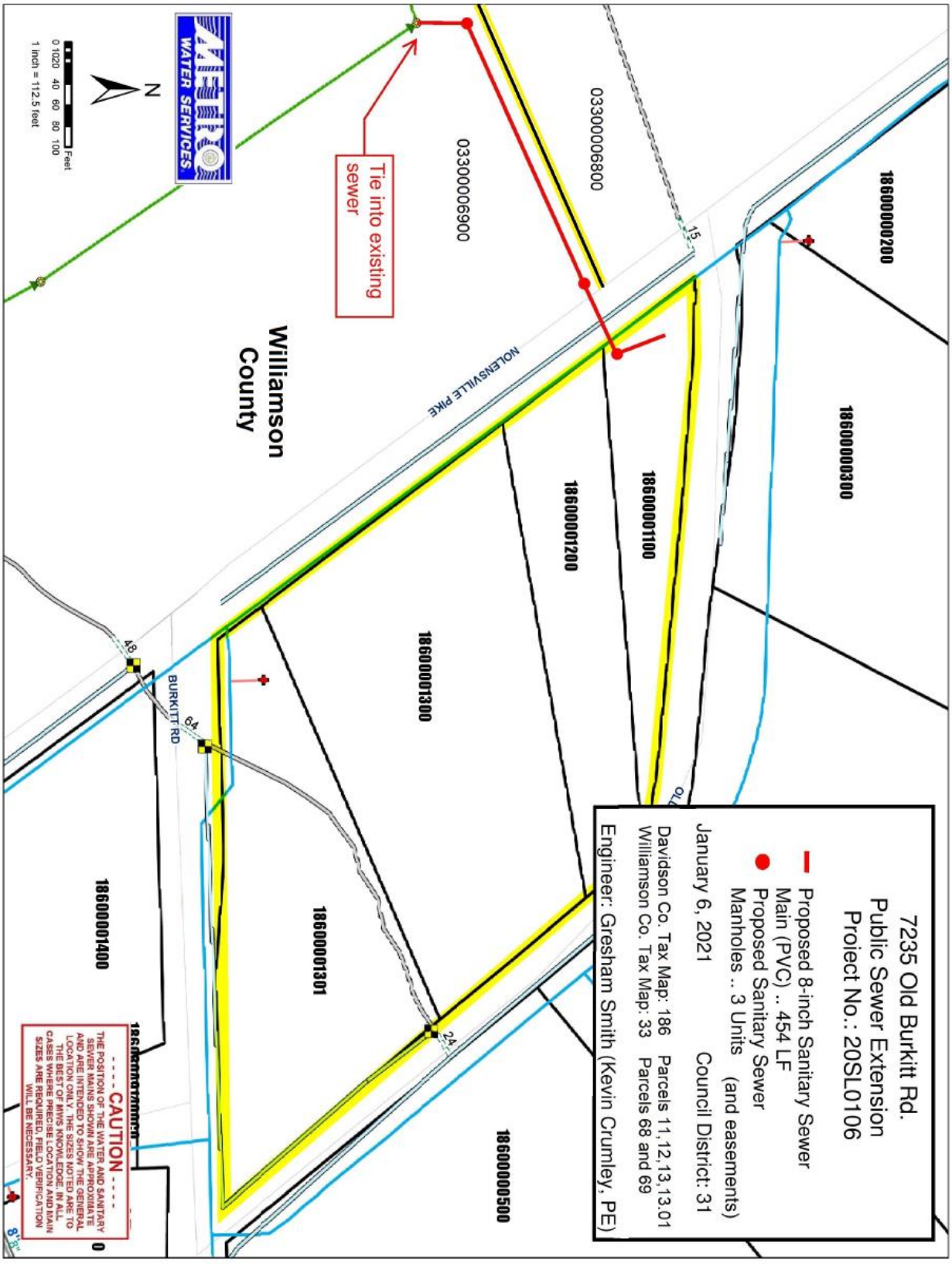
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

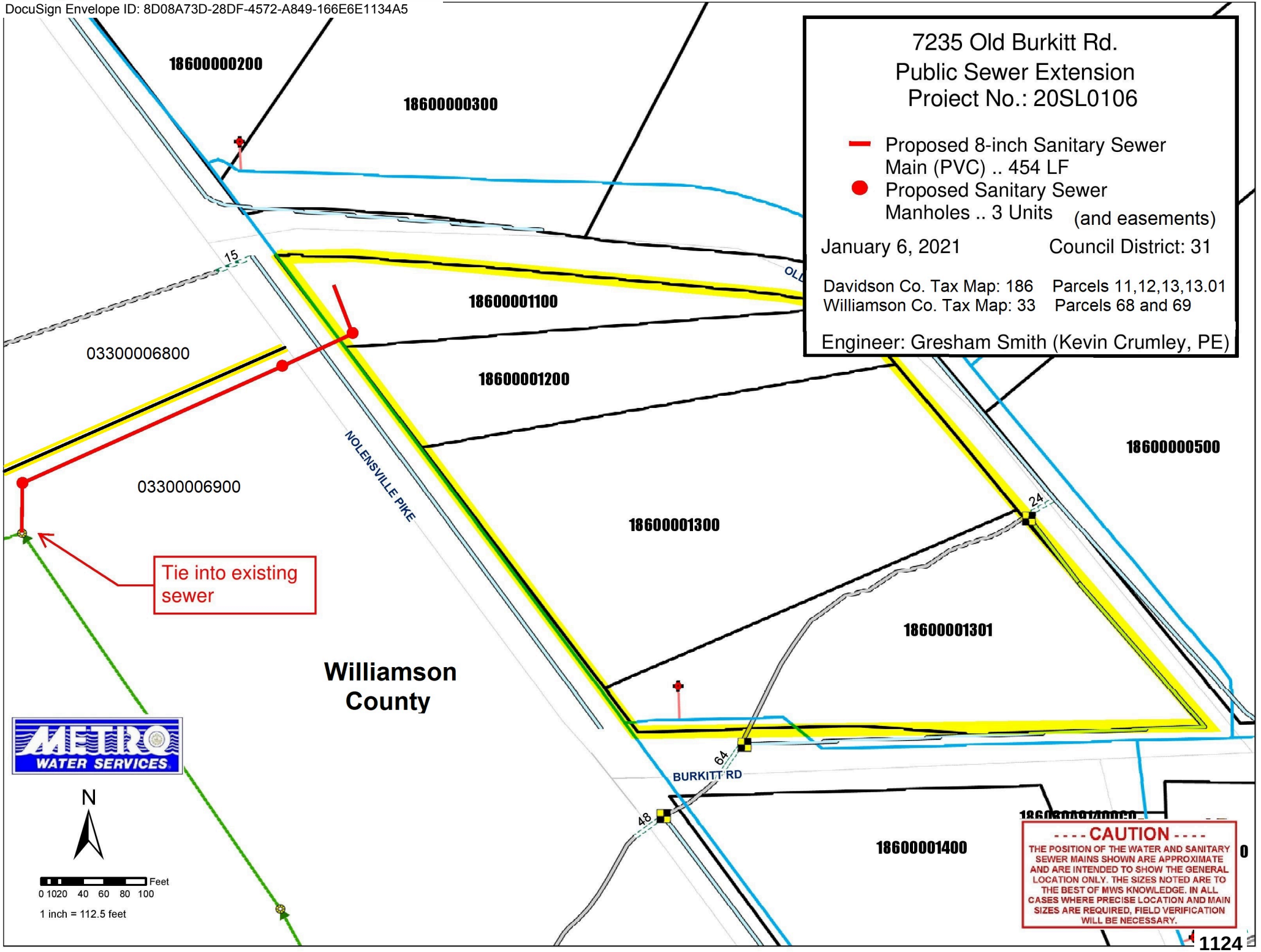
DocuSign Envelope ID: 8D08A73D-28DF-4572-A849-166E6E1134A5

Re: 7-Eleven at Old Burkitt Road and Nolensville Road
Planning Commission Mandatory Referral #2021M-005ES-001
Council District #31 – John Rutherford, Council Member

A request for the acceptance of approximately 454 linear feet of 8-inch sanitary sewer main (PVC), three sanitary sewer manholes, and easements (see sketch for details) for the 7- Eleven development (MWS proj. no. 20-SL-106).



DocuSign Envelope ID: 8D08A73D-28DF-4572-A849-166E6E1134A5



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-665, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a fire hydrant assembly, for property located at 902 Murfreesboro Pike (MWS Project No. 20-WL-160 and Proposal No. 2021M-008ES-001).

WHEREAS, the relocation of one fire hydrant assembly, for property located at 902 Murfreesboro Pike, is needed to construct project number 20-WL-160; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-008ES-001 on January 28, 2021, for the relocation of a fire hydrant assembly.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept the relocation of one fire hydrant assembly, for property located at 902 Murfreesboro Pike, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
10600014400	902 Murfreesboro Pike

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the relocation authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

DocuSign Envelope ID: A57592C3-AEEA-4EE8-9400-3CA5456F6C5B

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: West Power Services
Planning Commission Mandatory Referral #2021M-008ES-001
Council District #15 – Jeff Syracuse, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for relocation of one (1) fire hydrant assembly to serve the West Power Services development (see sketch for details).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: A57592C3-AEEA-4EE8-9400-3CA5456F6C5B

Re: West Power Services
Planning Commission Mandatory Referral #2021M-008ES-001
Council District #15 – Jeff Syracuse, Council Member

A request for relocation of one (1) fire hydrant assembly to serve the West Power Services development (see sketch for details).



DocuSign Envelope ID: A57592C3-AEEA-4EE8-9400-3CA5456F6C5B

West Power Services
Project No. 20WL0160

● Proposed Fire Hydrant ... 1 Unit

January 14, 2021 Council District 15 APN 10600014400

Engineer: S+H Group LLC
(James Nyquist, P.E.)

Fire hydrant to be relocated

- - - - CAUTION - - - -
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 100 feet

METRO WATER SERVICES

File #: BL2021-666, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer force and water mains, fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park (MWS Project Nos. 20-SL-239 and 20-WL-119 and Proposal No. 2021M-009ES-001).

WHEREAS, the acceptance of approximately 1,734 linear feet of new three inch sanitary sewer force main (PVC), approximately 1,966 linear feet of new 2.5 inch sanitary sewer force main (PVC), approximately 1,122 linear feet of new two inch sanitary sewer force main (PVC), approximately 5,016 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new six inch water main (DIP), 12 fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park, is needed to construct project numbers 20-SL-239 and 20-WL-119; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-009ES-001 on January 28, 2021, for the acceptance of said sanitary sewer force and water mains, fire hydrant assemblies and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 1,734 linear feet of new three inch sanitary sewer force main (PVC), approximately 1,966 linear feet of new 2.5 inch sanitary sewer force main (PVC), approximately 1,122 linear feet of new two inch sanitary sewer force main (PVC), approximately 5,016 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new six inch water main (DIP), 12 fire hydrant assemblies and easements, for three properties located at Hessey Road and Earhart Road, also known as Ashton Park, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
11000004900	4619 Hessey Road
09800008800	3375 Earhart Road
09800006500	Earhart Road (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

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METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

January 28, 2021

To: Mike Atchison, Metro Water Services

Re: Ashton Park
Planning Commission Mandatory Referral #2021M-009ES-001
Council District #12 – Erin Evans, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for the acceptance of approximately 1,734 linear feet of 3-inch sanitary sewer force main (PVC), 1,966 linear feet of 2.5-inch sanitary sewer force main (PVC), 1,122 linear feet of 2-inch sanitary sewer force main, 5,016 linear feet of 8-inch water main (DIP), 180 linear feet of 6-inch water main (DIP), 12 fire hydrant assemblies and easements (see sketch for details) to serve the Ashton Park development (MWS proj. nos. 20-SL-239 and 20-WL-119).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

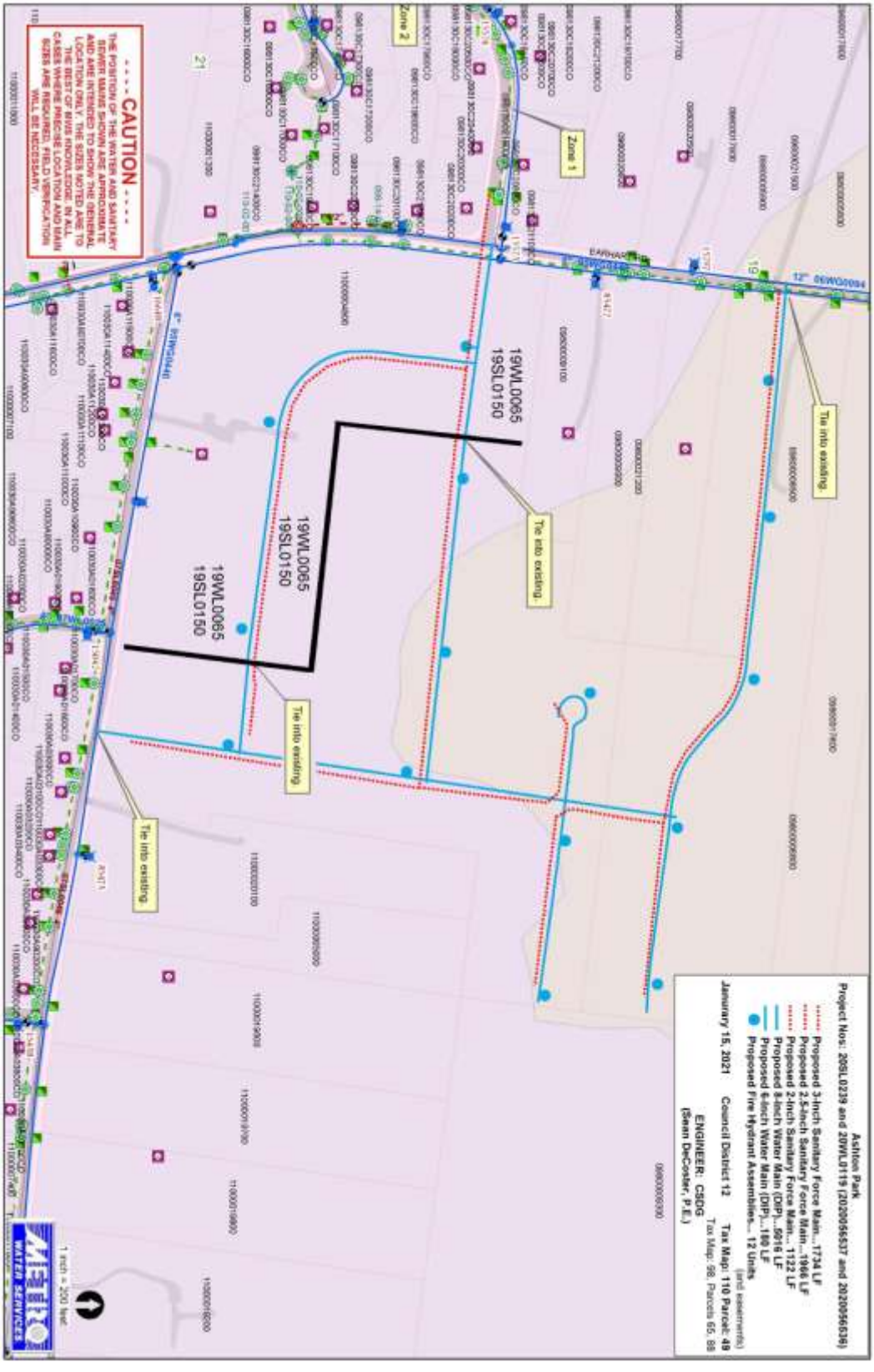
Sincerely,

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: *Metro Clerk, Elizabeth Waites*

DocuSign Envelope ID: D1DB04DA-DE34-4E99-A9AB-83C577143074

Re: Ashton Park
Planning Commission Mandatory Referral #2021M-009ES-001
Council District #12 – Erin Evans, Council Member

A request for the acceptance of approximately 1,734 linear feet of 3-inch sanitary sewer force main (PVC), 1,966 linear feet of 2.5-inch sanitary sewer force main (PVC), 1,122 linear feet of 2-inch sanitary sewer force main, 5,016 linear feet of 8-inch water main (DIP), 180 linear feet of 6-inch water main (DIP), 12 fire hydrant assemblies and easements (see sketch for details) to serve the Ashton Park development (MWS proj. nos. 20-SL-239 and 20-WL-119).



DocuSign Envelope ID: D1DB04DA-DE34-4E99-A9AB-83C577143074

Ashton Park
Project Nos: 20SL0239 and 20WL0119 (2020056537 and 2020056536)

- **Proposed 3-Inch Sanitary Force Main...1734 LF**
- **Proposed 2.5-Inch Sanitary Force Main...1966 LF**
- **Proposed 2-Inch Sanitary Force Main... 1122 LF**
- **Proposed 8-Inch Water Main (DIP)...5016 LF**
- **Proposed 6-Inch Water Main (DIP)...180 LF**
- **Proposed Fire Hydrant Assemblies... 12 Units**

(and easements)

Janurary 15, 2021 **Council District 12** **Tax Map: 110 Parcel: 49**

Tax Map: 98, Parcels 65, 88

ENGINEER: CSDG
(Sean DeCoster, P.E.)

Tie into existing.

Tie into existing.

Tie into existing.

Tie into existing.

Zone 1

Zone 2

19WL0065
19SL0150

19WL0065
19SL0150

19WL0065
19SL0150

12" 06WG0094

8" 95WG0445

6" 95WG0440

07SL0045 4"

07SL0046 4"

EARHART RD

09800017800 09800005800 09800017600 09800021500 09800006500 09800008800 09800005900 09800017800 09800020500 09800017700 09800009300 09800021200 098130C19700CO 09800020600 09800009000 098130C21200CO 098130C18200CO 09800009100 098130C20700CO 098130C20600CO 098130C18100CO 098130C21100CO 098130C20800CO 098130C21000CO 098130C20500CO 098130C20400CO 098130C20300CO 098130C18000CO 098130C20200CO 098130C17900CO 098130C19800CO 098130C21300CO 098130C20100CO 098-14-033 098130C17200CO 098130C17300CO 098130C20000CO 098130C17400CO 098130C17100CO 098130C17500CO 098130C19900CO 110-02-005 110-02-006 098130C17000CO 098130C16900CO 098130C21400CO 110-02-007 098130C16800CO 11000004900 11000005000 11000020100 11000019600 11000019700 11000019800 11000019200 11000001200 11000011800 11000007100 11000007400

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15797 85472 15523 15524 16648 15042 85473 15438

19 21

- - - - CAUTION - - - -

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 200 feet

METRO WATER SERVICES 1132

File #: BL2021-667, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, all of which is described herein (Proposal No. 2021SP-001-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, , being Property Parcel No. 001 as designated on Map 069-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 069 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to One Detached Accessory Dwelling Unit (DADU) and all uses of the RS15 zoning district.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:
1. The standards of Title 17 related to DADUs shall apply, 17.16.030.G.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
4. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved

plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the RS15 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

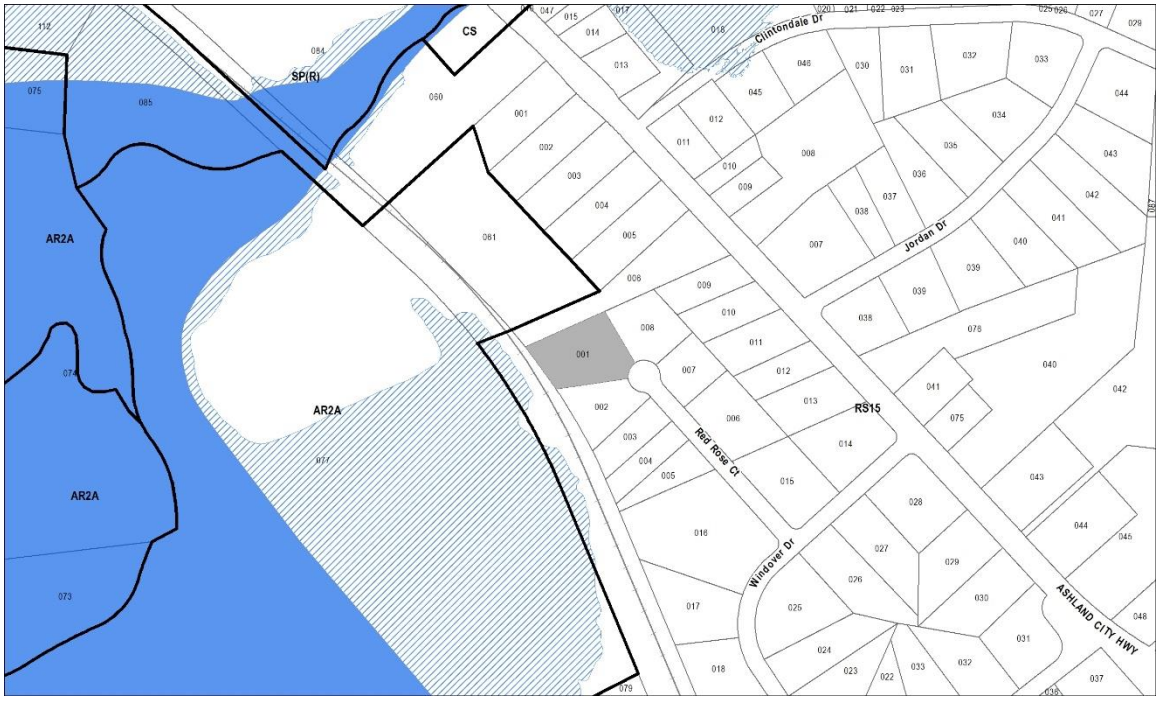
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

land use table
4027 Red Rose Court Nashville, TN 37218

We are proposing land use for a standard DADU conditions per Title 17.

2021SP-001-001
4027 RED ROSE COURT SP
Map 069-11, Parcel(s) 001
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: S Dodson-Crawford

A request to rezone from RS15 to SP zoning for property located at 4027 Red Rose Court, approximately 660 feet west of Windover Drive, (0.94 acres), to permit a detached accessory dwelling unit, requested by Shawanda Dodson Crawford, applicant; Shawanda Dodson Crawford and Sedric Crawford, owners.



File #: BL2021-668, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6-A to SP zoning for properties located at 1321 and 1323 Pillow Street, at the northwest corner of Merritt Avenue and Pillow Street, (0.46 acres), to permit a maximum of 39 multi-family residential units, all of which is described herein (Proposal No. 2020SP-052-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R6-A to SP zoning for properties located at 1321 and 1323 Pillow Street, at the northwest corner of Merritt Avenue and Pillow Street, (0.46 acres), to permit a maximum of 39 multi-family residential units, being Property Parcel Nos. 134, 135 as designated on Map 105-07 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 105-07 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 39 multi-family residential units and home occupation uses as an accessory use. Short term rental properties - owner occupied and short term rental properties - not owner occupied are prohibited.

Section 4. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 5. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 6. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the RM40-A-NS zoning district as of the date of the applicable request or application. Uses are limited as

described in the Council ordinance.

Section 7. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

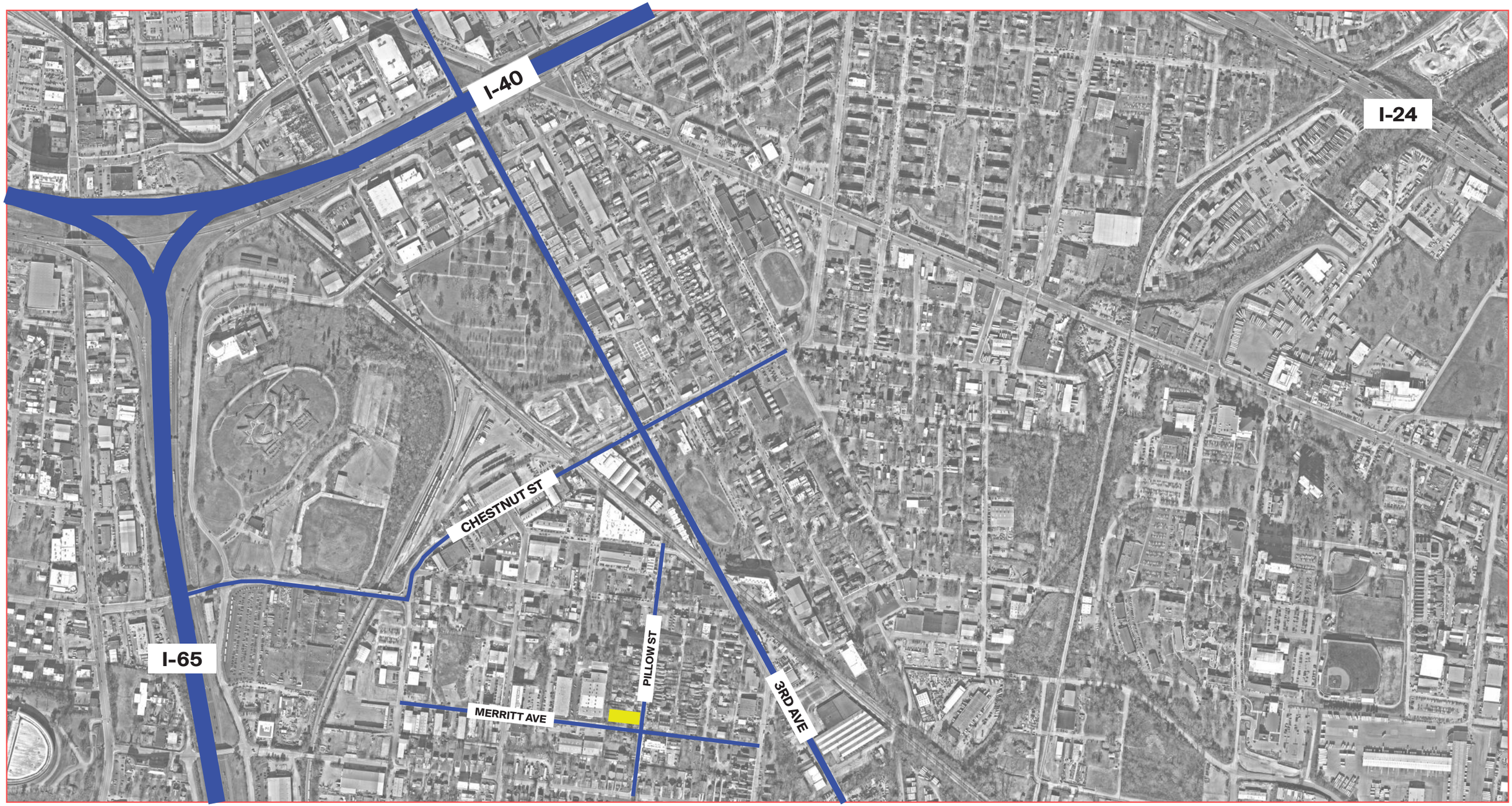
Pillow + Merritt

A Micro-Housing Project

Preliminary Specific Plan
January 08, 2021

Case No. 2020SP-052-001

HASTINGS



DEVELOPER: Core Development
Andrew Beaird - andrew@corenashville.com
2206 21st Avenue South, Suite 200
Nashville, TN 37212

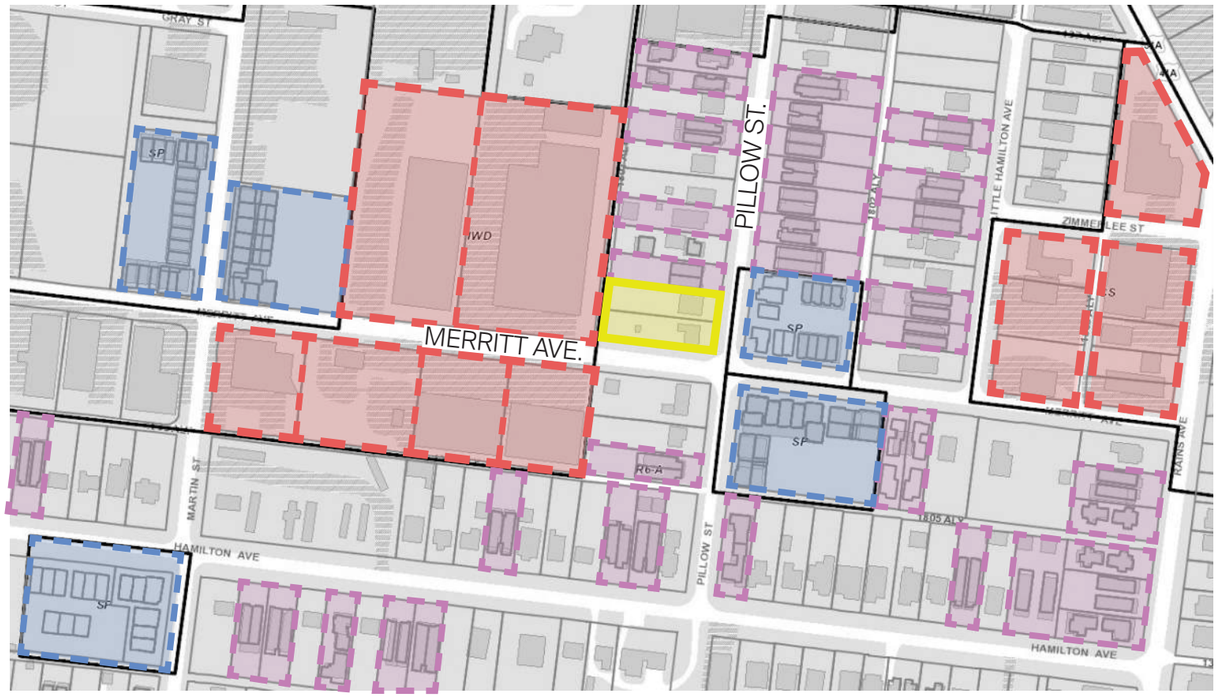
ARCHITECT/APPLICANT: HASTINGS
Chris Davis - cdavis@hastingsarchitecture.com
225 Polk Avenue, Suite 100
Nashville, TN 37203

N

CONTEXT MAP

Case No. 2020SP-052-001





PROPOSED DEVELOPMENT
COMMERCIAL DEVELOPMENT
MULTIFAMILY DEVELOPMENT
DUPLEX/TOWNHOMES

Zoning Analysis

Acreage	1321 Pillow St. - # 10507013400	0.23 acres (9,550 SF)
	Current Owner - ORRALL, ROBERT E. & CHRISTINE LEVERONE & JUSTINE	
	1323 Pillow St. - # 10507013500	0.23 acres (9,550 SF)
	Current Owner - RUSSELL, NATHANIEL WAYNE	
		0.46 acres (19,100 SF)
Council District	17: Colby Sledge	
Existing Zoning	R6-A	
MCSP requirements	Merritt Ave. is designated as a Urban Mixed-Use Local Street (T4-M-LS2), and has a designated right-of-way width of 56' total. Pillow St. is not designated. **The alley will also need to be increased from 15', as Metro Public Works requires alleys be a minimum of 20' wide.	
Planning Policies	Within the Nashville Community Character Manual, these properties are designated as T4 Urban Neighborhood Evolving (T4-NE). This policy application of T4-NE promotes housing choice by integrating a mixture of building types, including single-family, detached accessory dwelling units, plex houses, townhouses, and flats. Additionally, parcels are included in the **'Wedgewood - Houston and Chestnut Hill Planning Study'**, adopted October 2019, Character Area 2, Subdistict 2a (SPA 11-WHCH-1). In order to achieve a rezoning, properties would be subject to the guidance of this Planning Study. These properties are within Area 2, Subdistict 2a: South Wedgewood-Houston. This Subdistrict has experienced a signifcant amount of infill residential development over the last decade. In many cases one-story single family homes are being demolished and two, taller homes are built in their place. Infill on larger parcels is frequently in the form of townhomes or courtyard developments. This area should continue to evolve to allow fexibility in housing types to address affordability. Neighborhood-scale retail could be appropriate at prominent corners.	
Policy Building Height	Typical Heights, as outlined within the special-policy are as follows: Plex or Manor = 3 stories House Court = 3 stories Townhouse = 3 stories Flats = 3-4 stories Live/Work = 3-4 stories (within a Neighborhood Center) Mixed Use = 3-4 stories (within a Neighborhood Center)	
Policy Supported Re-zonings	The Special Policy for North Wedgewood-Houston supports re-zonings to: R6-A, RM15-A. RM20-A, RM40-A SP's based on these zones With MUN-A or Design-based zoning being the recommended maximum zoning in this Subdistrict in locations designated as Neighborhood Centers.	
Notes		

EXISTING CONDITIONS Case No. 2020SP-052-001

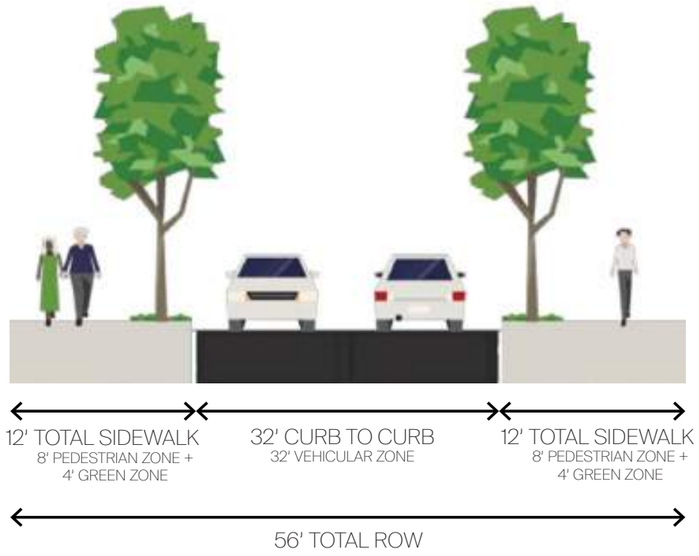


MCSP Designations

In order to make Nashville walkable and accessible to multiple modes of transportation, additional dedication of right-of-way(s) may be required. Upon development, this property will be responsible for providing half of the updated right-of-way designation from the street centerline.

Merritt Avenue

Merritt Ave. is set to have an updated right-of-way of 56' total, and is designated as a Urban Mixed-Use Local Street (T4-M-LS2). This includes two travel lanes, a 4' planting area, and an 8' sidewalk. The survey provided by the client on 12/2019 shows a right-of-way section on Merritt of 50', which would require an additional dedication of 3'.



MERRITT AVENUE RIGHT-OF-WAY

Pillow Street

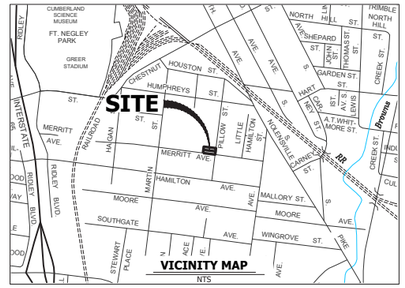
Pillow Street is not designated in the MCSP. It is currently a 50' right-of-way consisting of two travel lanes, with no sidewalks except at the intersection of Merritt Avenue where on street parking and a 5' sidewalk are provided. It is assumed no additional right-of-way dedication will be required.

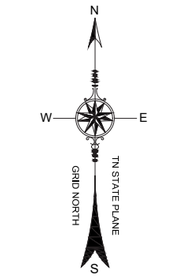
Alleyways

All Metro alleyways are required to be at least 20' wide. The alley to the west is currently shown to be 13'-6" wide currently and is unimproved. An additional 3'-6" will need to be dedicated to the right-of-way when the alley improvements are made.

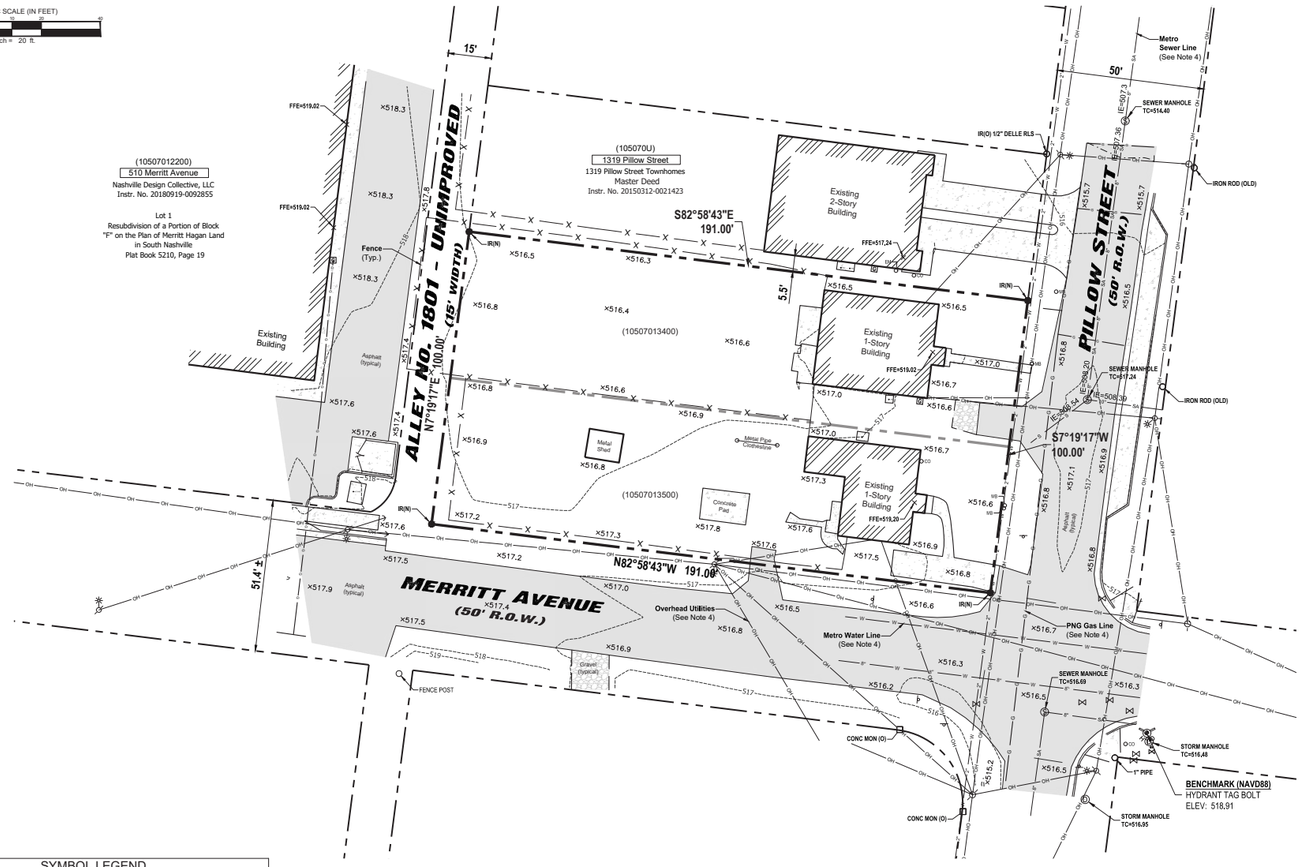
R.O.W. REQUIREMENTS Case No. 2020SP-052-001

OWNERS TABLE			
PARCEL ID	OWNER(S)	DEED REFERENCE	ADDRESS
10507013400	ROBERT E. ORRALL	20131119-0119144	1321 PILLOW ST.
	CHRISTINE LEVERONE ORRALL		
	JUSTINE ORRALL		
10507013500	NATHANIEL WAYNE RUSSELL	Deed Book 6762, Page 545	1323 PILLOW ST.





GRAPHIC SCALE (IN FEET)
0 10 20 40
1 inch = 20 ft.



SYMBOL LEGEND			
Symbol	Denotes	Symbol	Denotes
○	IRON ROD (OLD)	-o-	SIGN POST
●	IRON ROD (NEW)	○	FENCE POST
⊕	BENCHMARK	—x—	FENCE
Ⓢ	STORM MANHOLE	—OH—	OH (OVERHEAD UTILITY LINE)
Ⓢ	SEWER MANHOLE	—W—	WATER LINE
○CO	CLEAN OUT	—SA—	SANITARY SEWER LINE
	FIRE HYDRANT	—ST—	STORMWATER LINE
WM	WATER METER	—G—	NATURAL GAS LINE
	WATER VALVE	— — —	PROPERTY/PARCEL LINE
	GAS VALVE	- · - · -	MAJOR ELEVATION LINE
G	GAS METER	----------	MINOR ELEVATION LINE
	UTILITY POLE	×625.22	SPOT ELEVATION
	UTILITY POLE with LIGHT		

ASPHALT PATTERN
BUILDING PATTERN
CONCRETE PATTERN
GRAVEL PATTERN

ALWAYS CALL 811 BEFORE YOU DIG!
IT'S FREE, IT'S EASY, AND IT'S THE LAW!
DIG - DRILL - BLAST - BORE
CALL 811, OR (800) 351-1111
(615) 367-1110
TENNESSEE - ONE CALL CENTER

TOTAL AREA

1321 Pillow Street - 9,550 ± square feet
1323 Pillow Street - 9,550 ± square feet

19,100 ± square feet or 0.438 acres more or less

DEED REFERENCE

(See "Owners Table")

PLAT REFERENCE

1323 Pillow Street - Being the southerly 50 feet of the easterly part of Block "F" on the Plan of the Merritt-Hagan Land in South Nashville of record in Minute Book N, Page 241, County Court, Davidson County, Tennessee.

1321 Pillow Street - Land in Davidson County, Tennessee, being the northerly 50 feet of the southerly 100 feet of the easterly part of Block "F" on the plan of the Merritt-Hagan Land in South Nashville, as of record in Minute Book "N", page 241, County Court for said County.

SURVEYOR'S NOTES

1. This Property is located in the 17th Council District of Davidson County Tennessee.
2. Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
3. The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel. Map Number: 47037C0244H Map Revised: April 5, 2017
4. Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
5. A Title Report was not provided for the preparation of this survey. Therefore, this survey is subject to the findings of an accurate title search.
6. No Stream determinations were provided to this surveyor. Therefore, this survey does not address the existence or non-existence of any Waters of the State, stream buffers or wetlands.
7. This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
8. Property is currently Zoned "R6-A". Setbacks to be determined by Metro Codes Administration.
9. This survey was prepared for the exclusive use of the persons or entities named on the certification hereon. Said certificate does not extend to any unnamed person or entity without an express re-certification by the surveyor.

GPS Notes:
1) The (TDOT) Tennessee Geodetic Reference Network was used for this survey
2) GPS locations used for this survey were established using a VRS network consisting of multiple reference stations
3) GPS data was collected with a Spectra Precision 80 receiver.
4) This survey was prepared without the use of a scale factor. Except in the instance of initial survey control, all distances or coordinates were derived from measurements taken by a total station. Coordinates used for the initial survey control were generated with the use of GPS observations and used as the basis for the coordinate system used for this survey.
5) The date of this survey is: 11/23/2019.

SURVEYOR'S CERTIFICATE

To: Core Development Services

I hereby certify that this survey was actually made on the ground under my direct supervision, using the latest recorded deeds, and other information; and that this survey exceeds the minimum requirements for a Category 1 Urban Land Survey pursuant to Chapter 0820-3, Section .05 of the Department of Insurance Standards of Practice for Land Surveyors; and that this survey is true and correct to the best of my knowledge and belief.

G. Scott Carter, TN RLS # 2391

Rev.	Date	Revision Description

1711 Hayes Street
Nashville, TN 37203
clintelliottsurvey.com
(615) 490-3236
CLINT ELLIOTT SURVEY

Boundary & Topographic Survey of 1321 & 1323 Pillow Street

Nashville, Davidson County, Tennessee 37203

G. SCOTT CARTER — TENNESSEE LAND SURVEYOR — TENNESSEE NO. 2391 — 11/4/2020

Issue Date:	12-04-19
Project ID:	1321/1323 Pillow St.
Drafted By:	BB/JT
Field Crew:	JL

Sheet Title: Boundary & Topographic Survey

Sheet No. V-1.00

EXISTING SITE SURVEY Case No. 2020SP-052-001

The specific plan for Pillow + Merritt is intended to **address key issues**, as laid out in the **Wedgewood-Houston & Chestnut Hill Planning Study**[1], of:

> **affordability and displacement**[2] by providing a multifamily development made up of primarily **micro units** (units smaller than 500 sf). The Pillow + Merritt SP would provide a pathway for residents to **remain into the neighborhood** at a price point that is currently unavailable thus promoting **socioeconomic diversity** that is currently endangered.

1 - https://www.nashville.gov/Portals/0/SiteContent/Planning/docs/subarea11/WedgeHoustonChestnutHill/WHCH_AdoptedDraft.pdf
2 - page 18, bullet point 1

Specific Plan Regulations

Zoning	SP
Permitted Uses	Multi-Family Residential; Home Occupation is permitted as an accessory use
FAR	Not applicable due to design based Specific Plan
ISR	0.80
Maximum Unit Count	39 units
Build-to-Zone	0-15 feet
Maximum Height at the Build-to-Zone	3 stories in 45 feet
Step-back	5 feet**
Maximum Overall Height	4 stories in 50 feet
Minimum Rear Setback	10 feet
Minimum Side Setback	none required
Parking	.75 space per residential unit***
Glazing	Glazing on the first floor of any public street frontage shall be a minimum of forty percent for nonresidential uses and a minimum of twenty-five percent for residential uses. Glazing on the upper floors of any public street frontage shall be a minimum of twenty-five percent.
Raised Foundation	No raised foundations will be required
Sidewalk	See attached site plan for sidewalk regulations

Notes
**Elements allowed within the step-back include eaves, gutters/downspouts, roof overhangs, railings, terrace partitions and structural elements such as columns.
***Parking count is calculated based on 1 space per unit with a 10% reduction for proximity to transit and a 10% reduction for sidewalk connectivity. An additional 5% reduction is assumed due to reduced parking demand based on micro-unit typology.

PROPOSED ZONING REGULATIONS Case No. 2020SP-052-001

Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the RM40-A-NS zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

METRO PUBLIC WORKS NOTES:

1. THE FINAL SITE P.AN / BUILDING PERMIT SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTIIG VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
2. PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.
3. ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.
4. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS, IN EFFECT ST THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.
5. THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
6. ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
7. ALL SOLID WASTE AND RECYCLING COLLECTION FOR THE SITE WILL BE HANDLED BY A PRIVATE HAULER/SERVICE.

NES NOTES:

1. WHERE FEASIBLE, THIS DEVELOPMENT WILL BE SERVED WITH UNDERGROUND POWER AND PAD-MOUNTED TRANSFORMERS.
2. NEW FACILITIES WILL NOT BE ALLOWED TO SIT IN OR PASS THROUGH RETENTION AREAS, INCLUDING RAIN GARDENS, BIORETENTION AREAS, BIOSWALES, AND THE LIKE. THIS INCLUDES PRIMARY DUCT BETWEEN PAD-MOUNTED TRANSFORMERSEQUIPMENT, AS WELL AS SERVICE DUCT TO A METER.

FEMA NOTE:

THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS 0.2% ANNUALCHANCE FLOOD HAZARD, ZONE X. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 47037C0244H, DATED APRIL 5, 2017.

FIRE MARSHALL NOTES:

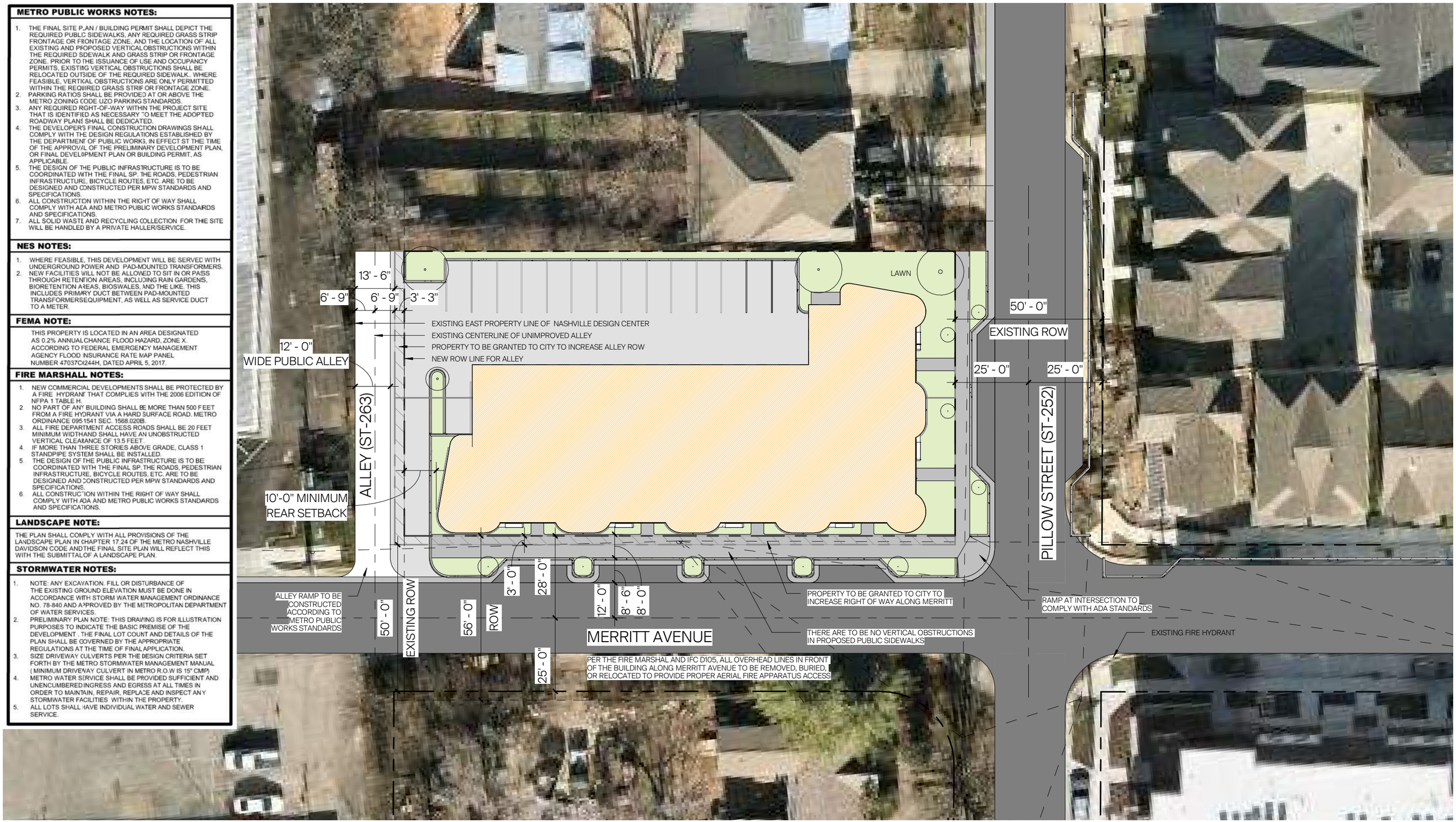
1. NEW COMMERCIAL DEVELOPMENTS SHALL BE PROTECTED BY A FIRE HYDRANT THAT COMPLIES WITH THE 2006 EDITION OF NFPA 1 TABLE H.
2. NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA A HARD SURFACE ROAD. METRO ORDINANCE 095 1541 SEC. 1568.020B.
3. ALL FIRE DEPARTMENT ACCESS ROADS SHALL BE 20 FEET MINIMUM WIDTHAND SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13.5 FEET.
4. IF MORE THAN THREE STORIES ABOVE GRADE, CLASS 1 STANDPIPE SYSTEM SHALL BE INSTALLED.
5. THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
6. ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS.

LANDSCAPE NOTE:

THE PLAN SHALL COMPLY WITH ALL PROVISIONS OF THE LANDSCAPE PLAN IN CHAPTER 17.24 OF THE METRO NASHVILLE DAVIDSON CODE ANDTHE FINAL SITE PLAN WILL REFLECT THIS WITH THE SUBMITTALOF A LANDSCAPE PLAN.

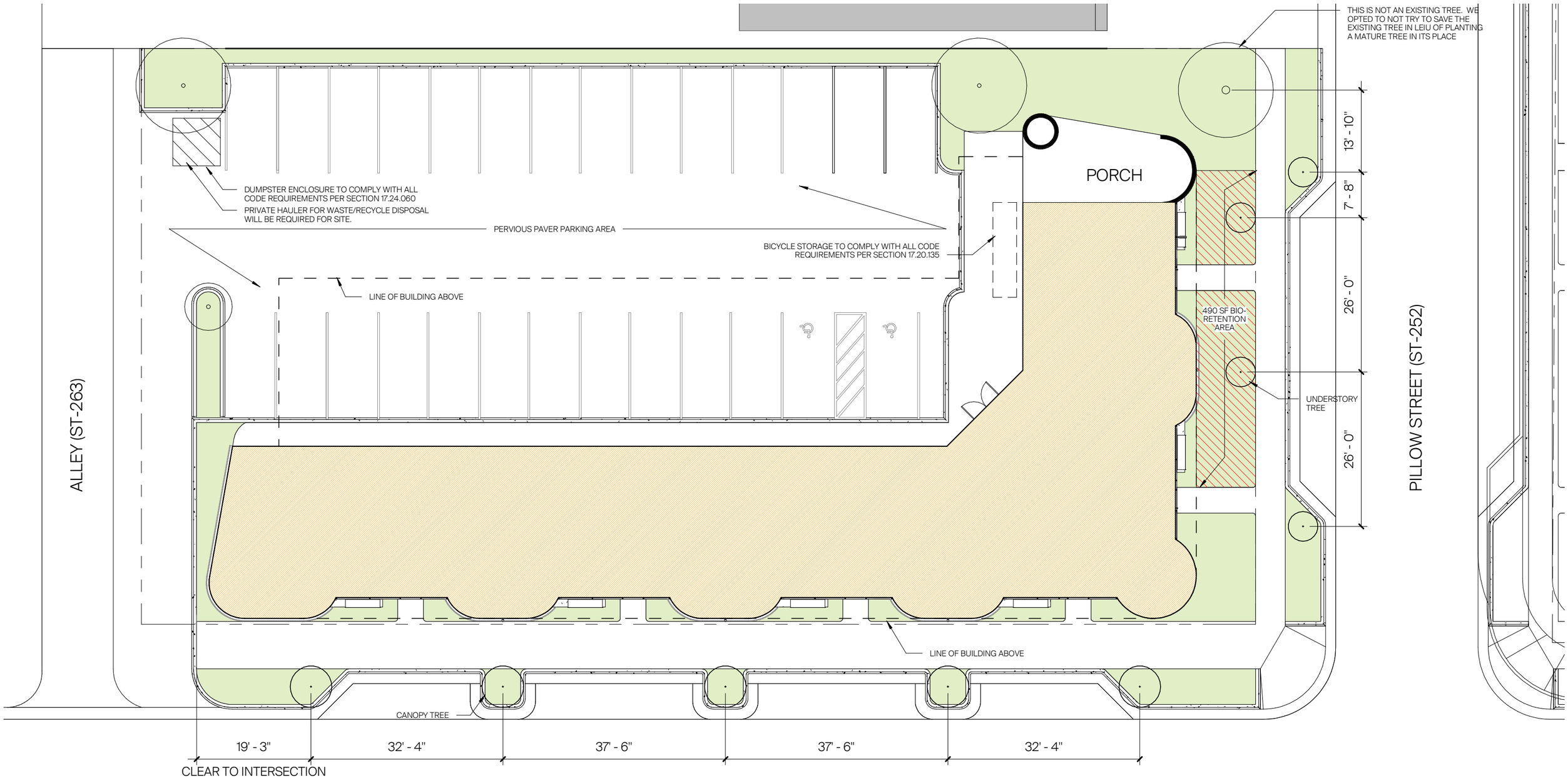
STORMWATER NOTES:

1. NOTE: ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
2. PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT . THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF FINAL APPLICATION.
3. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W IS 15" CMP)
4. METRO WATER SERVICE SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
5. ALL LOTS SHALL HAVE INDIVIDUAL WATER AND SEWER SERVICE.



SITE PLAN

Case No. 2020SP-052-001

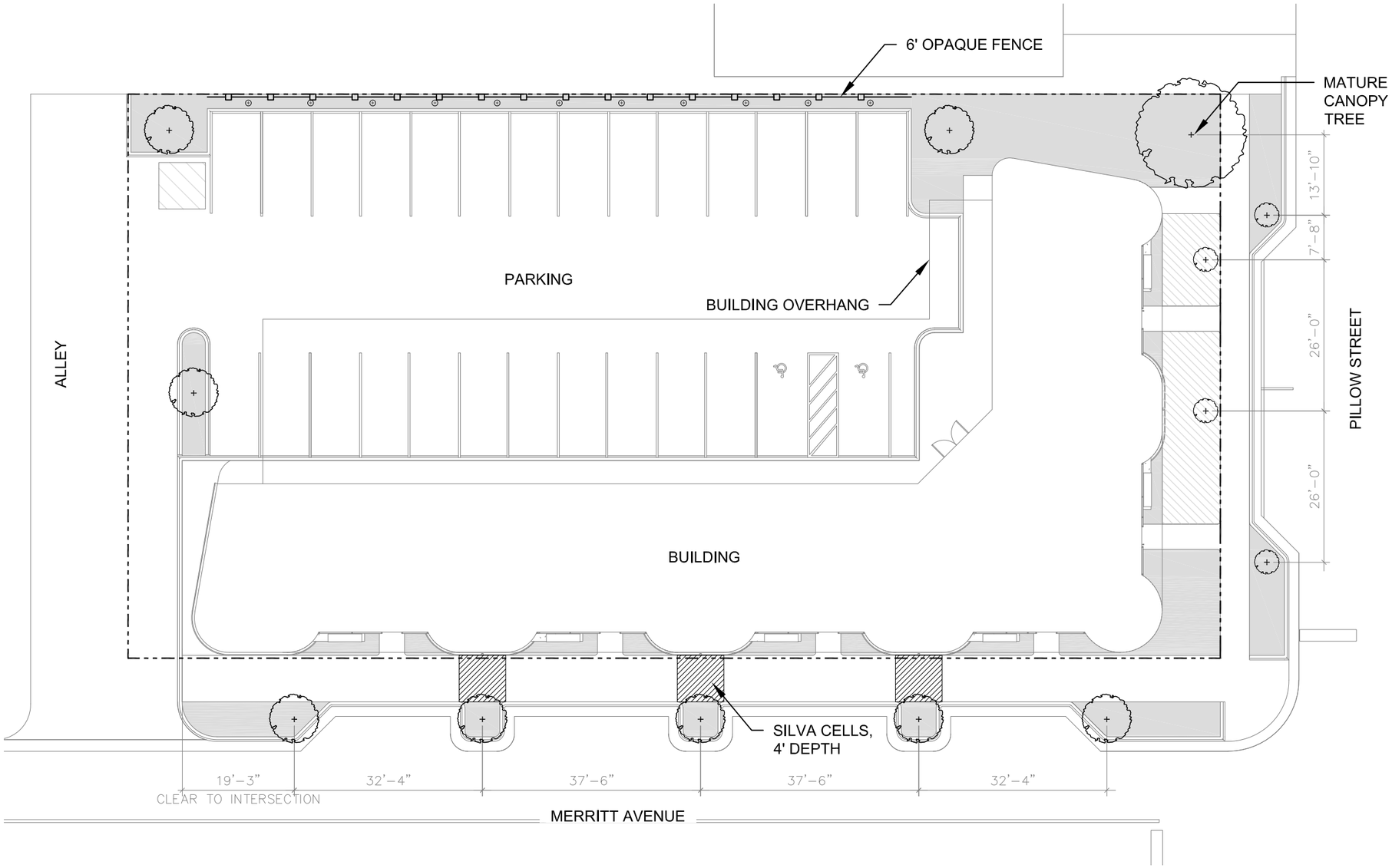


GROUND FLOOR PLAN Case No. 2020SP-052-001

1/16"= 1'

0' 8' 16' 32'

N



LEGEND

PROPERTY LINE

CANOPY TREES: 2" CAL TREES

UNDERSTORY TREES: 2" CAL

PARTHENOCISSUS QUINQUEFOLIA, VIRGINIA CREEPER: 1 GAL (11)

PLANTING NOTES:

1. ALL AREAS NOT COVERED BY BUILDINGS OR PAVEMENT AND WHICH HAVE BEEN GRADED OR OTHERWISE DISTURBED SHALL BE TOPSOILED AND SEEDED, UNLESS SHOWN OTHERWISE.
2. ALL TREES OUTSIDE THE BUILDING AND PAVED AREAS SHALL REMAIN AND BE PROTECTED DURING CONSTRUCTION, UNLESS SPECIFICALLY DESIGNATED TO BE REMOVED. PRIOR TO REMOVAL, THE CONTRACTOR SHALL ARRANGE AN ON-SITE MEETING WITH THE LANDSCAPE ARCHITECT TO REVIEW THE CLEARING LIMIT LINES. VERIFY LOCATIONS OF ALL UTILITIES PRIOR TO EXCAVATION OR PLANT PITS.
3. P.B. = PLANT BED. MULCH ALL PLANT BEDS TO A DEPTH OF 2". BEDS SHALL BE KEPT 1" MIN AWAY FROM TRUNK OF ALL TREES, SHRUBS, TREE FERNS, AND FOLIAGE OF ALL PERENNIALS.
4. THE CONTRACTOR SHALL SUPPLY ALL PLANT MATERIAL IN QUANTITIES SUFFICIENT TO COMPLETE THE PLANTING SHOWN IN THE DRAWINGS.
5. CONTRACTOR SHALL REMOVE ALL HARD LUMPS OF CLAY, STONES OVER 1" IN DIAMETER, AND ALL CONSTRUCTION DEBRIS INCLUDING GRAVEL, ROOTS, LIMBS AND OTHER DELETERIOUS MATTER WHICH WOULD BE HARMFUL, OR PREVENT PROPER ESTABLISHMENT AND/OR MAINTENANCE OF LAWN AND PLANTING AREAS.
6. ALL TREES SHALL CONFORM TO GUIDELINES ESTABLISHED BY "THE AMERICAN STANDARD FOR NURSERY STOCK" PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMEN (LATEST EDITION).
7. NO TREES SHALL BE PLANTED BEFORE ACCEPTANCE OF ROUGH GRADING. TREES SHALL BEAR SAME RELATIONSHIP TO FINISHED GRADE AS TO ORIGINAL GRADE PRIOR TO DIGGING.
8. ALL PLANTS SHALL BE BALLED IN BURLAP OR CONTAINER GROWN UNLESS OTHERWISE NOTED IN THE PLANTING SCHEDULE.
9. ALL PLANTS SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO THEIR ARRIVAL ON THE SITE
10. THE CONTRACTOR SHALL LOCATE AND VERIFY UTILITY LINE LOCATIONS PRIOR TO PLANTING AND REPORT ANY CONFLICTS TO THE LANDSCAPE ARCHITECT.
11. THE LAYOUT OF PLANTS IN THE FIELD IS TO BE APPROVED BY THE LANDSCAPE ARCHITECT PRIOR TO PLANTING.
12. ALL TREES AND SHRUBS TO BE SELECTED FROM THE METRO NASHVILLE URBAN

TDU Calculations				
SITE ACREAGE				0.46
BUILDING COVERAGE AREA			(-)	0.20
ADJUSTED ACREAGE			(=)	0.26
REQUIRED TDU PER ACRE			(X)	22
REQUIRED TDU FOR PROJECT			(=)	**5.72**
TREE TYPE	*CALIPER*	*QUANTITY*	*VALUE*	*UNITS*
CANOPY	6"	1	1.0	1
CANOPY	2"	8	0.5	4
UNDERSTORY	2"	4	0.25	1
TOTAL TREE DENSITY UNITS PROVIDED				**6**

PRELIMINARY TREE PLAN Case No. 2020SP-052-001

N



EAST ELEVATION FROM PILLOW ST SCALE: 1/16"= 1'

SOUTH ELEVATION FROM MERRITT AVE SCALE: 1/16"= 1'

BUILDING ELEVATIONS Case No. 2020SP-052-001

2020SP-052-001
PILLOW+MERRITT
Map 105-07, Parcel(s) 134-135
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Hastings Architecture, LLC

A request to rezone from R6-A to SP zoning for properties located at 1321 and 1323 Pillow Street, at the northwest corner of Merritt Avenue and Pillow Street, (0.46 acres), to permit a maximum of 39 multi-family residential units, requested by Hastings Architecture, applicant; Nathaniel Wayne Russell and Robert E. Orrall, Christine Leverone Orrall, and Justine Orrall, owner.



File #: BL2021-669, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), all of which is described herein (Proposal No. 2021Z-005PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), being Property Parcel No. 063 as designated on Map 071-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 071 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-005PR-001
Map 071-01, Parcel(s) 063
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: X5 Construction

A request to rezone from RS7.5 to R6-A zoning for property located at Monticello Street (unnumbered), at the corner of Winstead Ave and Monticello St (0.18 acres), requested by Civil Site Engineering, LLC, applicant; X5 Construction, LLC, owner.



File #: BL2021-670, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-139PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), being Property Parcel No. 047 as designated on Map 136-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 136 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2020Z-139PR-001
Map 136, Parcel(s) 047
Subarea 13, Antioch - Priest Lake
District 29 (Porterfield)
Application fee paid by: The Tennessee Credit Union

A request to rezone from R10 to ON zoning for property located at 2649 Smith Springs Road, approximately 315 feet west of Bell Road (0.17 acres), requested by Catherine Honea Sondgerath and Tai Orten, et al, applicants and owners.



File #: BL2021-671, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), all of which is described herein (Proposal No. 2021Z-003PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), being Property Parcel No. 005 as designated on Map 081-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-003PR-001
Map 081-01, Parcel(s) 005
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Joseph L Perry

A request to rezone from RS10 to R10 zoning for property located at 1911 Hailey Ave, approximately 315 feet northeast of Esther Avenue (0.45 acres), requested by Joseph L. Perry, applicant; Joseph L. & Willie Perry, owners.



File #: BL2021-672, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), all of which is described herein (Proposal No. 2021Z-008PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), being Property Parcel No. 495 as designated on Map 119-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-008PR-001
Map 119-01, Parcel(s) 495
Subarea 11, South Nashville
District 16 (Welsch)
Application fee paid by: Mitra C Sharifi

A request to rezone from RS5 to R6-A zoning for property located at 119 Oriel Avenue, approximately 400 feet west of Miller Street (0.27 acres), requested by Mitra Sharifi, applicant and owner.



File #: BL2021-673, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), all of which is described herein (Proposal No. 2021Z-012PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), being Property Parcel Nos. 019, 020, 021, 022, 023 as designated on Map 070-08 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-012PR-001
Map 070-08, Parcel(s) 019-023
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Joshua S McDonald

A request to rezone from R6 to RM20-A zoning for properties located at 810 McKinley Street and McKinley Street (unnumbered), at the southwest corner of Lincoln Street and McKinley Street (0.41 acres), requested by XE Development Company, LLC, applicant and owner.



File #: BL2021-674, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), all of which is described herein (Proposal No. 2021Z-013PR -001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

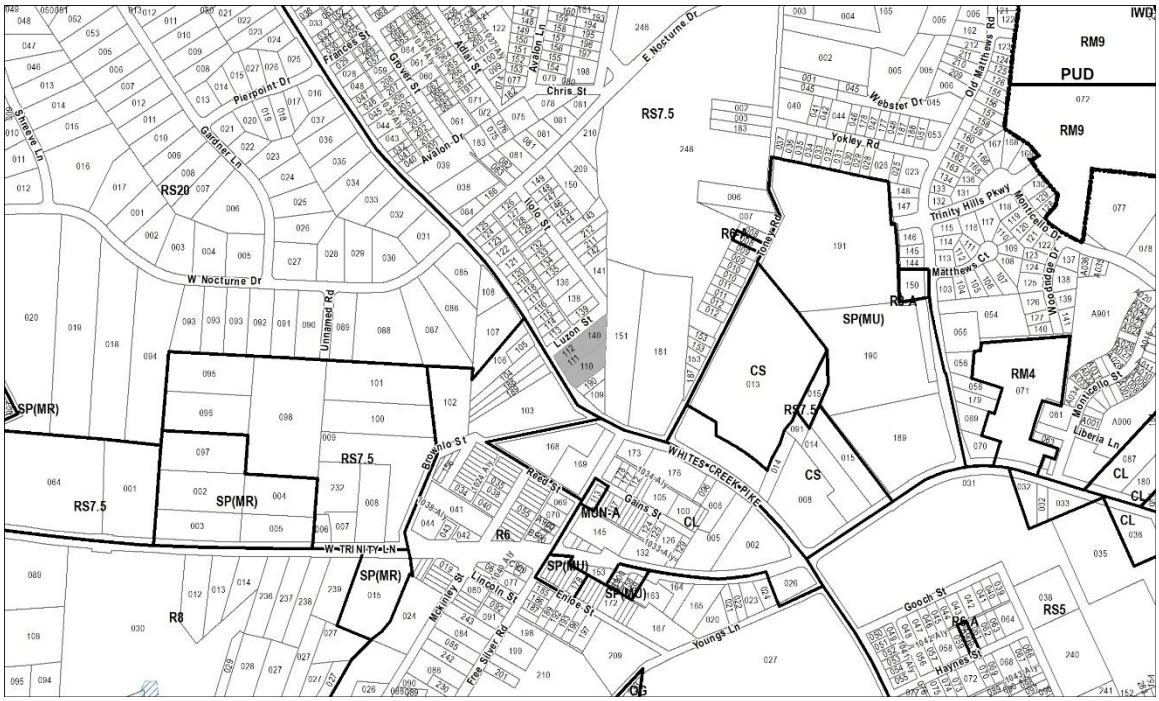
By changing from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), being Property Parcel Nos. 110, 111, 112, 140 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

2021Z-013PR-001
Map 070-04, Parcel(s) 110-112, 140
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Joshua S McDonald

A request to rezone from RS7.5 to RM20-A-NS zoning for properties located at 2307, 2311, and 2315 Whites Creek Pike and Whites Creek Pike (unnumbered), at the corner of Luzon Street and Whites Creek Pike (1.26 acres), requested by XE Development Company, LLC, applicant; John W. Turner, EST., owner.



File #: BL2020-387, **Version:** 1

An ordinance amending Section 3.24.010 of the Metropolitan Code of Laws pertaining to health insurance benefits for Members of the Metropolitan Council after they leave office.

WHEREAS, in 2019, Metro Council members received a $8,100 raise approved in the prior term which was recommended by the Department of Human Resources under the belief to properly compensate Metro Council would help to promote a more diverse and inclusive Council body; and

WHEREAS, the citizens of Davidson County expect the Council to manage taxpayer money wisely, yet over $800,000 per year is spent on a benefit for Councilmembers that is not offered to other part-time Metro Government Employees; and

WHEREAS, the Metropolitan Government spent $837,438 health insurance benefits for both current and former Metro Council Members in 2020. This cost is expected to increase to $1,208,134 by 2024; and

WHEREAS, July 17, 2020 the Metropolitan Council passed a $1.066 property tax rate increase in the USD ($1.033 in the GSD), constituting the highest increase in the history of Metropolitan Nashville; and

WHEREAS, the Metropolitan Government is $4.5 billion in debt, with depleted reserves; and

WHEREAS, in 2014, the Mayor's Office contracted with an independent consulting company (Deloitte Consulting LLP) to provide data upon which Metro could make decisions about current pay levels. This study revealed that none of Metro Nashville's peers offer retiree medical coverage to council members. To be consistent with common practice, the study recommended that Metro eliminate lifetime medical coverage for Council Members; and

WHEREAS, the Metropolitan Council should remove the lifetime health insurance benefits for Council members after they leave office.

BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Section 3.24.010 of the Metropolitan Code is hereby amended by deleting the provisions of subsection C. in their entirety and substituting with the following new provisions:

"C. Council member participation in the comprehensive health care plan.

1. Members of the metropolitan council, during their term of office, shall be authorized to participate in the health insurance program under the same terms and conditions as are available for regular Metropolitan Government employees. The benefits and contribution rates shall be equivalent to those benefits and rates paid by Metropolitan Government employees. Each member of council shall have the option of participating in the program by notifying the employee benefit board of their desire to participate in the program at any time during their term of office.

2. Members of council holding office for less than eight (8) years prior to October 1, 2027 who were participants in the comprehensive health care plan during the time they held office may elect to continue the health care plan, provided they pay the full amount of the premium without any subsidy from the Metropolitan Government.

3. Members of council satisfying one of the following criteria shall be eligible to continue participation in the comprehensive health care plan at the contribution rate equivalent to those rates paid by Metropolitan Government employees:

a. Those members of council holding office for eight (8) years or more on or prior to October 1, 2027;

b. Those members of council serving prior to September 1, 2007, that served part of one term and a full consecutive term

and were prohibited from serving a third consecutive term pursuant to Section 1.07 of the Metropolitan Charter.

4. Those members of council serving at least eight (8) years who are not covered by subsection 3 above shall be eligible to continue participation in the comprehensive health care plan under the same terms and conditions as retired Metropolitan Government employees, and at the contribution rates based upon years of service as follows:

a. The Metropolitan Government shall contribute twenty-five percent of the contribution rate established for medical care benefits for a former member of council that served at least eight (8) but less than fifteen (15) years;

b. The contribution rate for members of council serving fifteen (15) or more years shall be based upon years of service as provided in Section 3.16.020c.3. of this chapter applicable to retired employees hired after January 1, 2013.

5. Members of council serving at least (8) years who are otherwise covered by subsection 3 above shall have the option of participating in the comprehensive health care plan at the higher contribution rates set forth in subsection 4 above if they so choose.

6. Except as provided above, no member of council serving after October 1, 2027, shall be eligible for the subsidized health care plan after leaving office."

Section 2. This Ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance, as amended, amends Section 3.24.010 of the Metropolitan Code pertaining to health insurance benefits for councilmembers after they leave office. Section 3.24.010 currently allows councilmembers to participate in Metro's health insurance program under the same terms and conditions as are available to regular Metro employees. After leaving office, members who were participants in the health care plan are allowed to continue, provided they pay the full amount of the premium with no subsidy from Metro. However, the code allows members who hold office for eight years or more -- as well as members serving on or after August 31, 2007 that served part of one term and a full consecutive term -- to continue the health care plan, provided they pay the contribution rates equivalent to those paid by regular Metro employees (which is currently 25% of the insurance premium paid by the employee and 75% paid by Metro).

The ordinance under consideration would modify this language to state that councilmembers holding office for less than eight years prior to October 1, 2027 who were participants in the plan may continue coverage, provided they pay the full amount of the premium. Council members serving eight years or more prior to October 1, 2027 would still be allowed to continue the health care plan, provided they pay the contribution rates equivalent to those paid by regular Metro employees. Councilmembers not covered by the above conditions could participate in the health care plan under the same terms and conditions as retired Metro employees at the following contribution rates:

- For former councilmembers who served at least eight years, but less than fifteen, Metro would contribute 25% and the former councilmember would contribute 75%;
- For former members who served fifteen years or more, Metro would contribute a portion of the contribution rate based on years of service as provided in Section 3.16.020c.3. of the Metro Code applicable to retired employees hired after January 1, 2013, as follows:

Time of Service	Former Councilmember Responsibility	Metro Responsibility

8-15 years	75%	25%
15-16 years	50%	50%
16-17 years	45%	55%
17-18 years	40%	60%
18-19 years	35%	65%
19-20 years	30%	70%
20 or more years	25%	75%

Councilmembers serving eight years who would otherwise qualify for health care coverage at the contribution rates paid by regular Metro employees could elect to participate in the health care plan at the higher rates set forth in this ordinance. Except as detailed above, no councilmember serving after October 1, 2027 would be eligible for the subsidized health care plan after leaving office.

Similar legislation was considered by the Council in 2012, 2015, and 2017, but was not enacted.

This ordinance was previously deferred to March 2 at the September 15, 2020, Council meeting.

Fiscal Note: The estimated annual cost of the health care premium paid by Metro for current councilmembers is $352,908 and past councilmembers is $484,530, a total of 837,438 in 2020. Over the last three (3) years, this expense has been comprised of approximately 45% current Council members and 55% past Council members. The projected costs in 2024 would be $1,208,134 if the number of participants remains the same. The cost could fluctuate and will depend on the number of individuals participating in the plan, according to the Human Resources Department.

For comparison purposes, a summary of the equivalent post-employment health benefits offered to councilmembers in ten (10) peer cities is attached to this analysis. This information was obtained in 2015.

ORDINANCE NO. BL2020-___

An ordinance amending Section 3.24.010 of the Metropolitan Code of Laws pertaining to health insurance benefits for Members of the Metropolitan Council after they leave office.

WHEREAS, in 2019, Metro Council members received a $8,100 raise approved in the prior term which was recommended by the Department of Human Resources under the belief to properly compensate Metro Council would help to promote a more diverse and inclusive Council body; and

WHEREAS, the citizens of Davidson County expect the Council to manage taxpayer money wisely, yet over $800,000 per year is spent on a benefit for Councilmembers that is not offered to other part-time Metro Government Employees; and

WHEREAS, the Metropolitan Government spent $837,438 health insurance benefits for both current and former Metro Council Members in 2020. This cost is expected to increase to $1,208,134 by 2024; and

WHEREAS, July 17, 2020 the Metropolitan Council passed a $1.066 property tax rate increase in the USD ($1.033 in the GSD), constituting the highest increase in the history of Metropolitan Nashville; and

WHEREAS, the Metropolitan Government is $4.5 billion in debt, with depleted reserves; and

WHEREAS, in 2014, the Mayor's Office contracted with an independent consulting company (Deloitte Consulting LLP) to provide data upon which Metro could make decisions about current pay levels. This study revealed that none of Metro Nashville's peers offer retiree medical coverage to council members. To be consistent with common practice, the study recommended that Metro eliminate lifetime medical coverage for Council Members; and

WHEREAS, the Metropolitan Council should remove the lifetime health insurance benefits for Council members after they leave office.

BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Section 3.24.010 of the Metropolitan Code is hereby amended by deleting the provisions of subsection C. in their entirety and substituting with the following new provisions:

"C. Council member participation in the comprehensive health care plan.

1. Members of the metropolitan council, during their term of office, shall be authorized to participate in the health insurance program under the same terms and conditions as are available for regular Metropolitan Government employees. The benefits and contribution rates shall be equivalent to those benefits and rates paid by Metropolitan Government employees. Each member of council shall have the option of participating in the program by notifying the employee benefit board of their desire to participate in the program at any time during their term of office.

2. Members of council holding office for less than eight (8) years prior to August 31, 2023 who were participants in the comprehensive health care plan during the time they held office may elect to continue the health care plan, provided they pay the full amount of the premium without any subsidy from the Metropolitan Government.

3. Members of council satisfying one of the following criteria shall be eligible to continue participation in the comprehensive health care plan at the contribution rate equivalent to those rates paid by Metropolitan Government employees:

a. Those members of council holding office for eight (8) years or more on or prior to August 31, 2023;

b. Those members of council serving prior to September 1, 2007, that served part of one term and a full consecutive term and were prohibited from serving a third consecutive term pursuant to Section 1.07 of the Metropolitan Charter.

4. Those members of council serving at least eight (8) years who are not covered by subsection 3 above shall be eligible to continue participation in the comprehensive health care plan under the same terms and conditions as retired Metropolitan Government employees, and at the contribution rates based upon years of service as follows:

   a. The Metropolitan Government shall contribute twenty-five percent of the contribution rate established for medical care benefits for a former member of council that served at least eight (8) but less than fifteen (15) years;

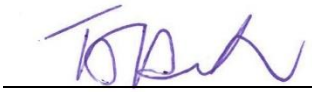
   b. The contribution rate for members of council serving fifteen (15) or more years shall be based upon years of service as provided in Section 3.16.020c.3. of this chapter applicable to retired employees hired after January 1, 2013.

5. Members of council serving at least (8) years who are otherwise covered by subsection 3 above shall have the option of participating in the comprehensive health care plan at the higher contribution rates set forth in subsection 4 above if they so choose.

6. Except as provided above, no member of council serving after August 31, 2023, shall be eligible for the subsidized health care plan after leaving office."

Section 2. This Ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:



Tonya Hancock



Erin Evans

Members of Council

AMENDMENT NO. ___

TO

ORDINANCE NO. BL2020-387

Mr. President –

I hereby move to amend Ordinance No. BL2020-387 as follows:

I. By amending Section 1, proposed Metropolitan Code Section 3.24.010 to delete the phrase "August 31, 2023" and replacing it with "October 1, 2027" wherever it appears.

SPONSORED BY:

_____
Freddie O'Connell

_____
Tonya Hancock
Member of Council

File #: BL2020-448, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), all of which is described herein (Proposal No. 2019Z-080PR-001).

Map 070-04, Parcel(s) 173, 179, Nashvillerealtygroup.com, LLC
Application fee paid by: Nashville Realty Group.com
Requested by: Nashvillerealtygroup.com, LLC
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), being Property Parcel Nos. 173, 179 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. BL2020-_448_

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres, all of which is described herein (Proposal No. 2019Z-080PR-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), being Property Parcel Nos. 173, 179 as designated on Map 070-04 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 070 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Kyonzté Toombs
Councilmember

2019Z-080PR-001
Map 070-04, Parcel(s) 173, 179
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Toombs)
Application fee paid by: Nashville Realty Group.com

A request to rezone from CL to MUL-A-NS zoning for properties located at 2213 Gains Street and 2236 Whites Creek Pike, at the southeast corner of Free Silver Road and Whites Creek Pike (0.43 acres), requested by Nashvillerealtygroup.com, LLC, applicant and owner.



File #: BL2021-618, **Version:** 1

An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, blast.

WHEREAS, Davidson County experienced a blast in the early morning hours of December 25, 2020, significantly damaging multiple buildings, residences, and businesses; and,

WHEREAS, the damage from the blast resulted in the Declaration of a State of Emergency by Mayor John Cooper, Governor Bill Lee, and President Donald Trump; and,

WHEREAS, the repair and rebuilding of the damaged structures will be costly and will create an economic hardship for many property owners as they recover from this disaster; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County desires to assist its residents and businesses as they rebuild their lives by waiving all or a portion of the fees for building permits.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. (a) Notwithstanding the provisions of Title 16 of the Metropolitan Code, and conditioned on the provisions of subsection (b) of this section, fees shall be waived for all property owners (or their authorized agents) for a building permit obtained for demolishing, repairing, or rebuilding an owner's property and for water, sanitary, and stormwater services for in-kind replacement.

(b) Conditions:

1. The permits are obtained to repair damage to the owner's property caused by the December 25, 2020, blast.

2. The permits are obtained on or before one year from the effective date of this ordinance.

3. The permits are issued to construct, alter, repair, or demolish any building or structure or part thereof or any appurtenances connected or attached thereto.

4. The owner must provide evidence satisfactory to the director of codes administration or his designee that the work is being performed as a result of damage as provided in subsection (b)(1), above.

5. Property owners who paid building permit fees for December 25, 2020, blast-related damage

prior to the effective date of this ordinance shall be entitled to a refund.

6. Permit fees for water, sanitary, and stormwater services will be waived if the permittee is replacing site improvements with in-kind service demands. If the permittee adds volume, including a change in water tap and/or meter size, fees will be assessed to equal the difference between the existing tap/meter fee and the fee for the requested larger size(s).

(c) In order to be eligible for the permit fee waiver, the property owner or their authorized agent must sign an affidavit on a form prescribed by the Department of Codes Administration attesting that the permit fees are not eligible for reimbursement from property insurance or other funding sources.

Section 2. Any renovation or rebuilding permitted as a result of the December 25, 2020, blast that requires sidewalks and street trees pursuant to Section 17.20.020 of the Metropolitan Code is exempt from those requirements.

Section 3. The period for the waivers authorized by this ordinance may be extended by the Metropolitan Council by a resolution receiving twenty-one affirmative votes.

Section 4. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance waives permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, bombing on Second Avenue. This ordinance is similar to Ordinance No. BL2020-234, as amended, which waived building permit fees the repair or rebuilding of property damaged as a result of the March 3, 2020 tornado.

Under this ordinance, building permit fees, as well as water, sewer, and stormwater permit fees, would be waived if the following conditions are satisfied:

- The permits are obtained to repair damage to the owner's property caused by the December 25, 2020, blast.
- The permits are obtained within one year from the effective date of this ordinance.
- The owner must provide evidence that the work is being performed as a result of damage from the bombing.
- Property owners who paid building permit fees for December 25, 2020, blast-related damage prior to the effective date of this ordinance will be entitled to a refund.
- Permit fees for water, sanitary, and stormwater services will be waived if the permittee is replacing site improvements with in-kind service demands. If the permittee adds volume, including a change in water tap and/or meter size, fees will be assessed to equal the difference between the existing tap/meter fee and the fee for the requested larger size(s).

Property owners or their agents must sign an affidavit that the permit fees will not be reimbursed by insurance or other funding sources in order to receive the fee waiver.

The ordinance also provides for an exemption from the requirements for new sidewalks and street trees that

would otherwise be required.

This ordinance will sunset after one year, but may be extended by resolution.

There is a housekeeping amendment for this ordinance correcting a typographical error.

Fiscal Note: The total amount of fees to be waived is estimated at $108,533.66 according to the Department of Codes and Building Safety.

File #: BL2021-622, **Version:** 1

An ordinance to amend the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County, by changing the name of Carney Street from 4th Avenue South to Ensley Boulevard to "Bianca Paige Way". (Proposal No. 2021M-002SR-001)

WHEREAS, Mark Middleton, better known as "Bianca Paige", was a longtime local favorite on the drag circuit, and a well-loved fixture among Nashville's LGBTQ+ community; and

WHEREAS, Middleton moved from his hometown of Paducah, Kentucky to Nashville in the 1990s and subsequently created and perfected his alter ego, Bianca Paige, "The Pantomime Rage"; and

WHEREAS, Bianca Paige could not be contained, becoming an out-and-proud icon in Nashville, and was among one of the first drag queens a lot of people ever saw in the city at the time; and

WHEREAS, in addition to her must-see drag performances in Music City, Bianca Paige used her voice and presence to be a strong advocate for HIV/AIDS related causes; and

WHEREAS, Paige raised more than $1 million for AIDS related charities and donated time to Nashville CARES, Nashville Pride, Vanderbilt's AIDS/HIV vaccine studies, Vanderbilt Children with AIDS, The Conductors, Human Rights Campaign, as well as served as spokesperson for "The Bianca Paige Awareness Network", an organization dedicated to AIDS awareness and prevention; and

WHEREAS, in June 2010, Bianca Paige succumbed to lymphoma, and her presence in Nashville was and still is, deeply missed; and

WHEREAS, in the summer of 2020, the Metropolitan Government recognized the 10th anniversary celebration of Bianca Paige Day and read a proclamation in her honor; and

WHEREAS, the request for the street name change has been submitted by Colby Sledge, 17th District Council Member, in consultation with the Metropolitan Council LGBTQ Caucus, applicant; and

WHEREAS, the proposed request to change the name of this right-of-way has been submitted to the Metropolitan Planning Commission, and other relevant agencies of the Metropolitan Government of Nashville and Davidson County, in accordance with Metropolitan Code § 13.08.015; and

WHEREAS, the community deems it appropriate that said street name be changed.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County is hereby amended, as follows:

Renaming Carney Street from 4th Avenue South northeastwardly to Ensley Boulevard as "Bianca Paige Way", all of which is more particularly described by lines, words, and figures on the sketch, which is attached hereto as Exhibit A and made a part of this ordinance as though copied herein.

Section 2. The Director of the Department of Public Works is hereby authorized and directed, upon the

enactment and approval of this ordinance, to cause said change to be made on said Map as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. That this ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance renames Carney Street from 4th Avenue South to Ensley Boulevard as “Bianca Paige Way.” Bianca Paige was a longtime local favorite on the drag circuit, and a fixture among Nashville’s LGBTQ+ community. In addition to her entertaining performances, Bianca Paige was a strong advocate for HIV/AIDS related causes, raising more than $1 million for AIDS related charities. Bianca Paige also volunteered with Nashville CARES, Nashville Pride, Vanderbilt’s AIDS/HIV vaccine studies, Vanderbilt Children with AIDS, The Conductors, Human Rights Campaign, as well as served as spokesperson for “The Bianca Paige Awareness Network”, an organization dedicated to AIDS awareness and prevention.

This ordinance has been approved by the ECD Board and the Planning Commission. The required report from the Historical Commission has been provided to the Council.

Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street Renaming*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 1-21-2021

Street Location & Proposed Name: CARNEY ST TO BE RENAMED "BIANCA PAIGE WAY

Describe where renaming will occur and the proposed name

FROM 4TH AVE S NORTHEASTWARDLY TO ENSLEY BLVD

Reason for Renaming: (If street name is in honor of an individual, please attach a biography of individual.)
To honor Bianca Paige for her activism and fundraising for AIDS-related Nashville charities, her status as a Nashville drag icon, and her unrecognized heroism in celebrating and advocating for LGBTQ+ Nashvillians.

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☐ Property Owner ☒ Other: Metro Councilmember

Name: Councilmember Colby Sledge

Business: _____

Address: 1 Public Square, Suite 204

City: Nashville State: TN Zip: 37219

Phone: 615-862-6780 _____
business home business mobile

Fax: _____ _____
business home business mobile

E-mail: colby.sledge@nashville.gov

Applicant's Signature: _____

Filing Fee **(All application fees are non-refundable)**

Street / Alley Renaming $200.00

Amount paid: $ N/A

Accepted by: _____ Date: 1-21-2021

Mandatory Referral ✓ Checklist

☒ **Mandatory Referral Application**

N/A **Filing Fee $200** **(All application fees are non-refundable)**
Cash or check. If check, make payable to "Metropolitan Government". Credit cards not accepted.

☒ **Property Map**
Highlight with marker location of street or alley to be renamed.

☐ **Property Owner Signatures**
Signatures of all property owners abutting street (or section) to be renamed, agreeing to proposed new street name. (Try and get as many as you can. The more the better otherwise street's renaming could be delayed by people being confused or objecting to renaming).

☒ **Biography**
If the street is to be renamed after an individual, a biography of that individual must be submitted with this application. (Streets cannot be renamed after living persons or persons who have died within two years of this application's submittal.) Failure to provide this information will deem your application ***incomplete*** and postpone your application's consideration by the Metropolitan Planning Commission.

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

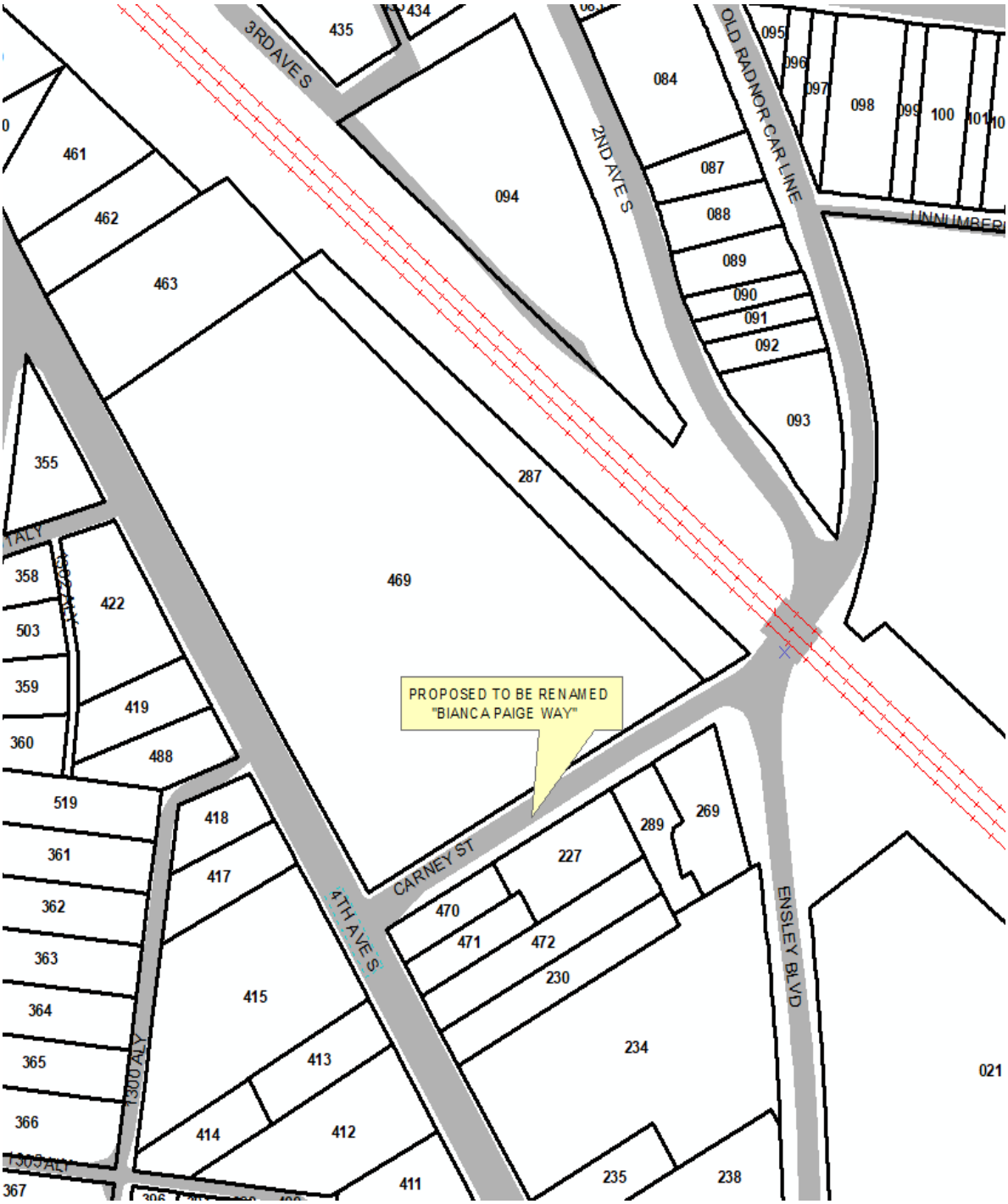
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Planning Commission to rename our street. We live adjacent to this street and consider ourselves an affected property owner.

If this street is renamed, we understand the following process will occur and by our signature agree to this occurring:

- I/we understand that if the Metro Council should decide to rename this street, the Metro Public Works Department will notify the U.S. Post Office of the name change. The Post Office will deliver mail addressed to my current street name for one year after the new street name is approved. Thereafter, it will be returned to the sender. I understand I am responsible for notifying all family, friends, credit card companies, banks, mortgage companies, insurance companies, governmental agencies (e.g. Social Security, IRS, TennCare) etc. of the street name change should it be approved.
- I/we understand street renamings require a recommendation to the Metro Council from the Metro Planning Commission and the E-911 Board.
- I/we understand that not everyone who lives on the street must approve the street renaming. It may be renamed in spite of objections by property owners by the Metro Council in order to protect the public health, safety, and welfare and to improve E-911 efficiency and system operations.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
MTP-1414 14TH AVE S, LLC	1414 14TH AVE S NASHVILLE, TN 37210		105-7 105-8	469 287
PROPCO-303 CARNEY ST, LLC	303 CARNEY ST NASHVILLE, TN 37210		105-8	269
JENNIFER YUEN LE	305 CARNEY ST NASHVILLE, TN 37210		105-8	289
PROPCO-1500 4TH AVE S, LLC	307 CARNEY ST NASHVILLE, TN 37210 1500 4TH AVE S NASHVILLE, TN 37210		105-8 105-7	227 470

Exhibit A


3RD AVE S
2ND AVE S
OLD RADNOR CAR LINE
4TH AVE S
CARNEY ST
ENSLEY BLVD
1300 ALY
1305 ALY
PROPOSED TO BE RENAMED
"BIANCA PAIGE WAY"
435
434
084
095
096
097
098
099
100
094
087
088
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092
093
461
462
463
355
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METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR

DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

Memorandum

To: Lucy Kempf, Planning Department

From: Bonnie Crumby, Public Works

Date: January 21, 2021

REF: **Carney St proposed to be renamed "Bianca Paige Way"**
Map 105-7,8 / District 17

Attached is the Mandatory Referral Application from Councilmember Colby Sledge requesting that Carney St be renamed "Bianca Paige Way". It is requested that this application be accepted without the adjoining property owners' signatures.

The following portion of roadway is proposed to be renamed:

Carney St from 4th Ave S northeastwardly to Ensley Blvd is to be renamed "Bianca Paige Way".

A biography for Bianca Page is included with the application.

Also included is a portion of the Property Map showing the location of the Carney St requested to be renamed.

Please process this application. Let me know if you have any questions regarding the proposed street renaming.

cc: Colby Sledge, 17th District Council Member
Sharon O'Conner, Planning Department
Lisa Milligan, Planning Department
Shawn Shepard, Planning Department
Danielle Godin, Council Office

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

Metropolitan Historical Commission
Metropolitan Historic Zoning Commission
Sunnyside in Sevier Park
3000 Granny White Pike
Nashville, Tennessee 37204
Telephone: (615) 862-7970

To: Metropolitan Council
From: Metropolitan Historical Commission, Staff
Date: February 12, 2021
Re: Bill No. BL2021-622

An ordinance to amend the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County, by changing the name of Carney Street from 4th Avenue South to Ensley Boulevard to "Bianca Paige Way". (Proposal Number 2021M-002SR-001).

The subject road, Carney Street, was previously known as "Cass Street." Although the original date of construction is not known, the mapped route appears by 1857, when it was shown as "Cass Street," a road measuring 40 feet wide and 32.8 poles long, on the exhibit plat filed with Chancery Court case *Felix R. Rains et als vs Enoch Ensley Jr et als* (Fig. 1).[1] The court case addressed the subdivision of two lots of the estate of John Rains.

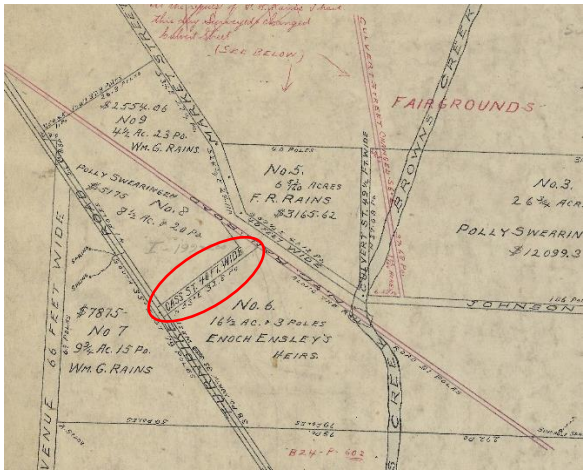


Figure 1: Feilx R. Rains et als vs Enoch Ensley Jr et als (1857). Source: Metropolitan Government Archives.

[1] Felix R. Rains et als vs Enoch Ensley Jr et als, Chancery Court of Davidson County Minute Book E, page 357, Misc. Plat Book 1, page 116. Notations indicate updates to the plat were recorded March 25, 1857 (shown). 32.8 poles = 541.2 feet. These are the approximate dimensions of the current Carney Street.

Nine years later, Lot No. 8 of the subdivision, which had been assigned to Polly Swearinger in 1857, was subdivided through the County Court. Recorded in December 1866, the exhibit plat showed the road, but did not identify the street by name (Fig. 2).[2]

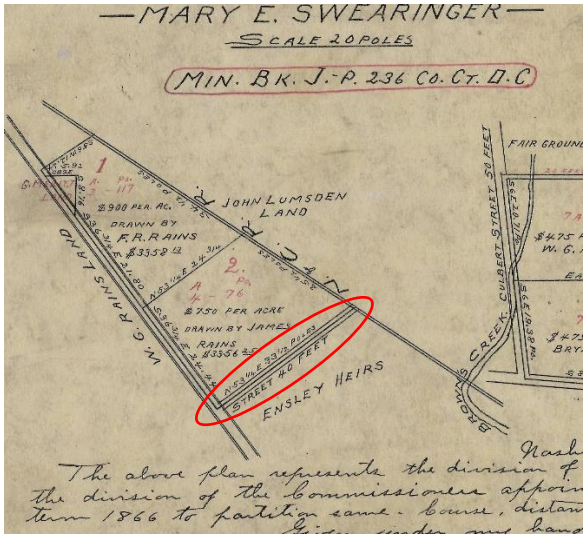


Figure 2: Plan of the Division of the Lands of Mary E. Swearinger (1866). Source: Metropolitan Government Archives.

In 1875, Lot 2 of the Swearinger Lands, drawn by and assigned to James Rains in 1866, was subdivided into two lots. Once again, the road was shown as Cass Street (Fig 3).[3]

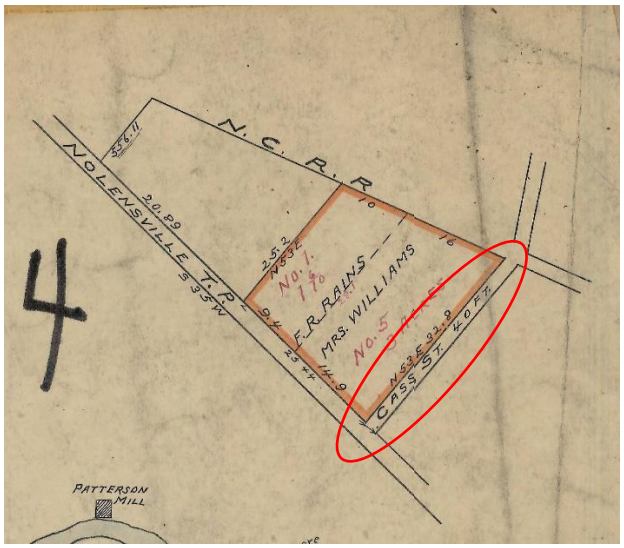


Figure 3:Plans of James Rains, Rains v Rains (1875). Source: Metropolitan Government Archives.

[2] Plan of Division of Lands, Mary E. Swearinger, Case of Felix R. Rains and others in regard to the Swearinger Lands, County Court of Davidson County, Minute Book J, page 236, Misc. Plat Book 1, page 155, December 13, 1866.

[3] Plans of James Rains, deceased, Lands Divided, Case of Felix R. Rains et al vs W.G. Rains, County Court of Davidson County, Minute Book O, page 174, Misc. Plat Book II, page 4, February 6, 1875.

Meanwhile, lots southeast of Cass Street, assigned to Enoch Ensley and heirs in 1857, were subsequently divided through Chancery Court case *J.C. Provine vs E. Ensley and others* with plats recorded on August 27, 1868 and June 3, 1874 (Fig. 4).[4] Again, the street name was not noted.

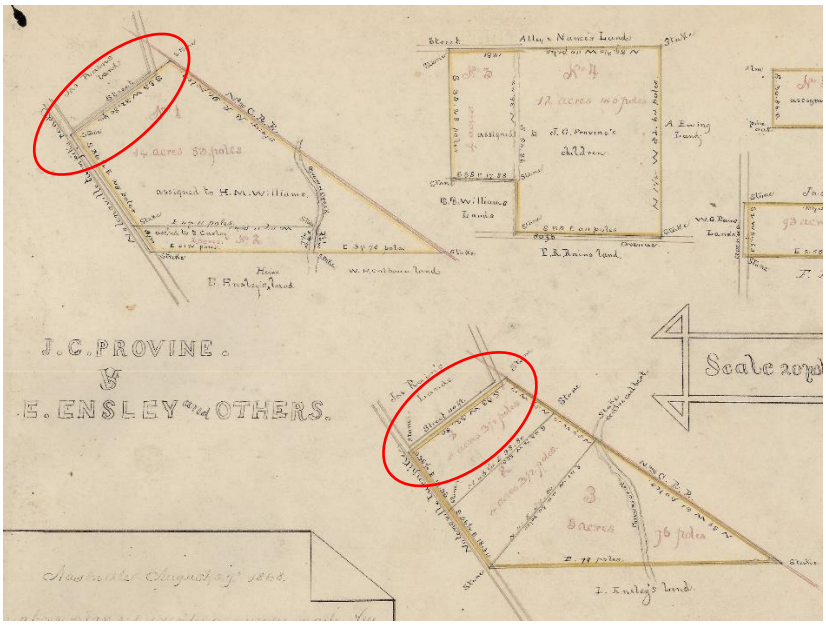


Figure 4: J.C. Provine vs E. Ensley and others (1868, 1874). Source: Metropolitan Government Archives.

Carney Street first appears in the 1896 Nashville city directory as " 'Carney,' " running from Nolensville Pike east to N.C.& St. L. railway. In the directory, the name of the street is in quotation marks, unlike other streets, which suggests that it was not an official street, was an alley, or perhaps the name was relatively new.[5] Regardless of its status, Carney appears on the street map included with the 1896 city directory (Fig. 5). At the time, it was located outside of the corporation limits. The following year, the name Carney was not printed in quotations and the street was noted as being in District 9 (of Davidson County). In 1907, the City of Nashville annexed the area surrounding Carney Street into Nashville's corporation limits.

[4] J.C. Provine vs E. Ensley and Others, Chancery County Plat Book 1, page 37, August 27, 1868 and June 3, 1874. Ensley Boulevard will be constructed across this property in the early 1900s.
[5] City Directory, 1896, page 11. Byrum, a street near Rains Avenue and Wingrove Street, also appeared in quotations.



Figure 5: Map of Nashville, 1896. Source: Metropolitan Historical Commission.

Both Carney Street and Cass Avenue/Street appear on maps from 1907 and 1908 (Fig. 6).[6] The "new" Cass was probably constructed around this time. A road named "Cass" located in South Nashville does not appear in the city directory until 1908, and the 1909 city directory reflects an almost immediate name change. Cass Street, from 4th Avenue South to N&C Railroad, was renamed "Gray Street" in 1908, for continuity with a portion of Gray Street located east of the railroad (now 3rd Avenue South, per Ordinance No. BL2019-112).[7] This name change would also alleviate any confusion with the Cass Street located in North Nashville, which had appeared in city directories as early as 1877. Metro Government closed the renamed portion of Gray Street, located northwest of Carney Street, in 1981.[8]

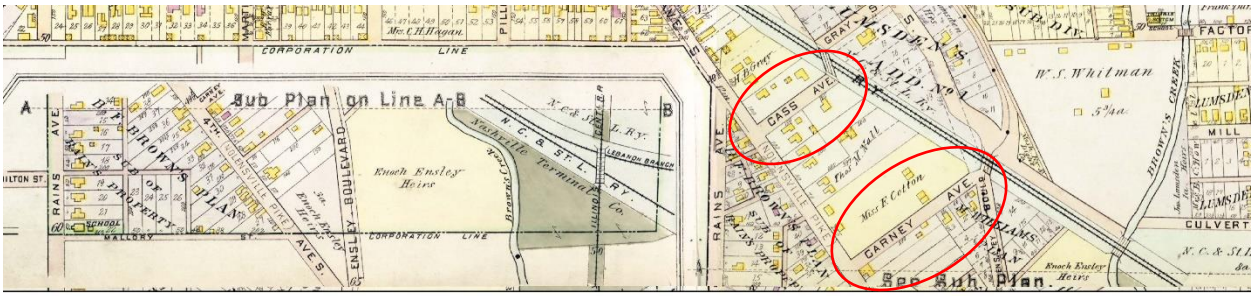


Figure 6: Atlas of the City of Nashville, G.M. Hopkins, 1908. Source: Metropolitan Historical Commission.

Despite the use of the name Carney on maps and in city directories, plats drawn after 1896 continued to show the name "Cass" when first recorded, including the "Map of Melville Williams Subdivision" recorded in 1904 and "Survey of Property, Ensley Blvd and Nolensville Pike" recorded in 1926. The Melville Williams plat shows the street labeled as "Carney or Cass

[6] G.M. Hopkins, Atlas of the city of Nashville, Tennessee: from official records, private plans and actual surveys. Philadelphia: Hopkins, 1908. "Atlas of the City of Nashville 1908." Also available through https://digital.library.nashville.org/digital/collection/nr/id/1007/rec/48 (accessed 12 February 2021).
[7] Name change approved by Ordinance 063, May 14, 1908, Minute Book 12, page 244.
[8] Closed per Ordinance 081-497, April 7, 1981, Council Minute Book M47, page 225.

Street" with "Cass" scratched out (Fig. 7).[9] Likewise on the "Survey of Property," pencil notations state "now Carney Street" alongside the Cass Ave label (Fig. 8).[10]

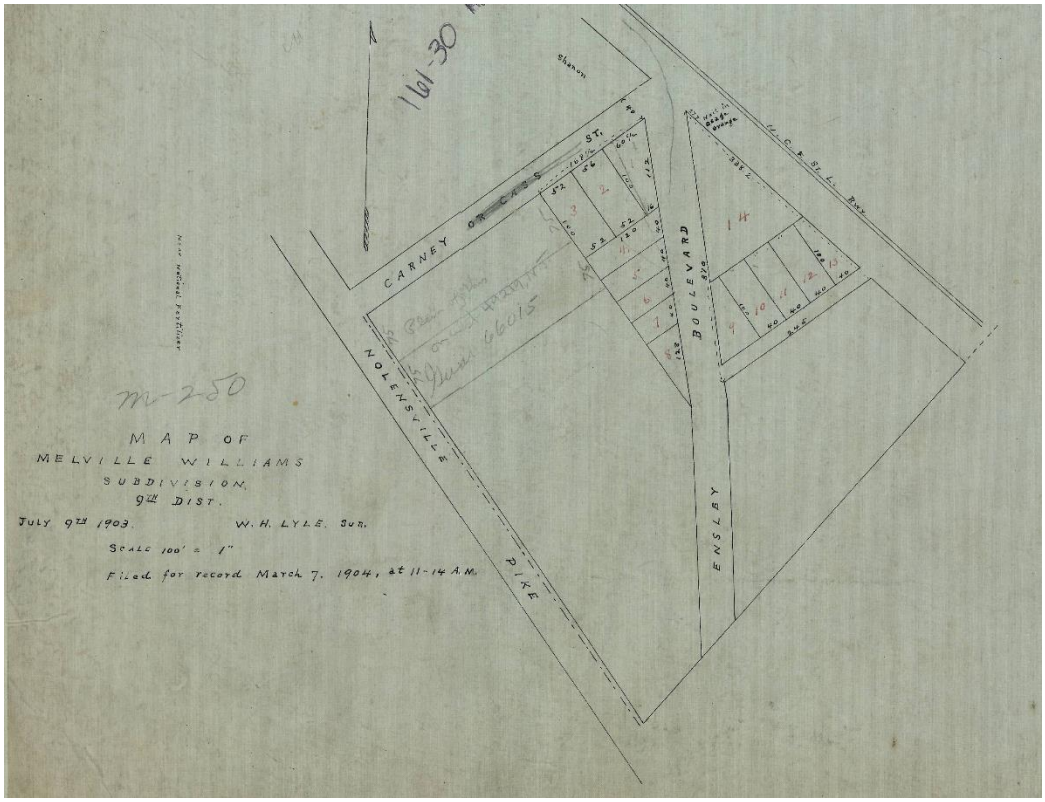


Figure 7: Map of Melville Williams Subdivision (1904). Source: Metropolitan Government Archives.

[9] Map of Melville Williams Subdivision, Plat Book 161, page 30, recorded March 7, 1904.
[10] Survey of Property, Ensley Blvd and Nolensville Pike, Misc. Plat Book 2, page 122, recorded December 17, 1926. Records from Metro Public Works from 1929 and 1930 show separate files for Carney Street and Cass Street (Gray Street), confirming that these streets are not the one and the same.

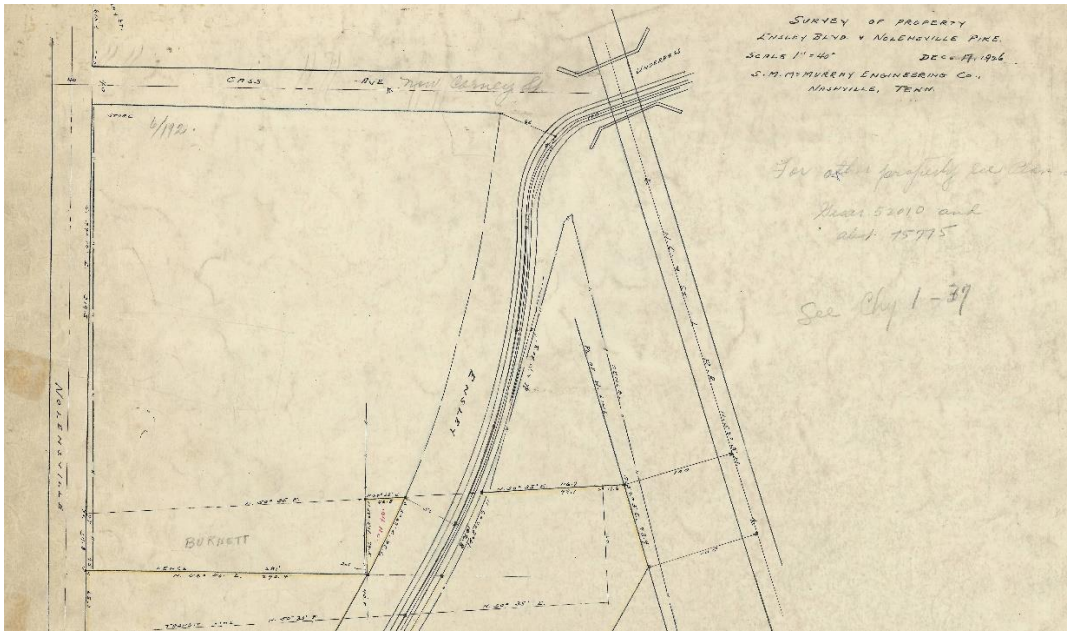


Figure 8: Survey of Property, Ensley Blvd and Nolensville Pike (1926). Source: Metropolitan Government Archives.

Carney Street was likely named for Michael and Mary (Loftus or Loftis) Carney who first purchased land here from H.M. "Melville" Williams in 1867.[11] The property was part of that which was assigned to H.M. Williams in the *Provine v Ensley* plats shown in Figure 4. The road, which served as a boundary for this property, was called "Market Street extended" in the associated deeds. According to Nashville city directories, Michael Carney was a grocer. Michael and Mary were born in Ireland.[12] He was born around 1814, and she was born around 1830. The date of their arrival(s) in Nashville is not known, but he may have appeared in the Nashville city directory by 1866 as "Mike" who was employed at a provision store on the east side of South Cherry Street. In 1867, the city directory lists Michael Carney, employed as a grocer on South Cherry. According to the census, Michael could not read or write, and deeds show he used his mark for a signature. By 1870, he reported real estate holdings of $500. Like many of Nashville's Irish immigrants, he was a member of an Irish voluntary association. When he died in 1891, the Hibernian Benevolent Society announced a called meeting to arrange attending the funeral of Carney, "a deceased brother member."[13]

Michael and Mary had four children: Sarah Teresa Carney Lehi, Maggie Carney, John W. Carney, and Mary Elizabeth "Mamie" Carney Burke. After Michael's death, Mary was listed in the 1898 Nashville city directory as the widow of Michael, residing on South Cherry at the corner with Carney's Alley. At the time of her death on March 13, 1907, Mrs. Carney lived at

[11] H.M. Williams to Michael Carney, Deed Book 38, page 314, recorded August 14, 1867. Carney purchased additional land from Williams in 1872. City directory entries for Michael Carney show his residence at Nolensville Pike or South Cherry Street, depending on the year of publication. South Cherry Street is the former name of Fourth Avenue South, which becomes Nolensville Pike just south of this location.
[12] 1870 and 1880 United States Census.
[13] "Locals: Called Meeting of Hibernian Society," *Nashville Banner*, Saturday, Sept 5, 1891, 5.

1342 Fourth Avenue South (formerly Cherry Street).[14] Today, this address appears to be a part of the larger parcel located at 1414 Fourth Avenue South, at the corner with Carney Street.

Michael Carney died intestate, but Mary's will provides insight into what family property she retained after his death. In her will, Mary left the "Home Place" to her daughter Mamie, wife of M.J. Burke, the home place "being a northerly part of the lot purchased by my husband Michael Carney from H.M. Williams in August 1867 and conveyed to me by my said husband by deed dated August 29, 1867."[15] Mary left the remaining portion of this property to her daughter Sarah. To her daughter Maggie, she left property she acquired from Mrs. Ann Byrd in 1892.[16] For her son John, she made arrangements to take the 3/4 interest that the three daughters collectively held in property on the west side of Nolensville, each having received 1/4 interest upon their father's death, and transferred it to her son, so he would have the full interest in the property.[17]

In summary, the route for Carney Street was established by 1857 and the name Carney was in use by 1896.

[14] Mary Carney obituary, *Nashville Banner*, Thursday, March 14, 1907, 8. Mrs. Carney's funeral mass was held at St. Patrick's Church. She is buried at Calvary Cemetery (aka Mt. Calvary). It is presumed that Michael is buried there as well.
[15] Will of Mary Carney probated in Davidson County on March 25, 1907, Minute Book 10, page 43. Wills, Vol. 36, 1902-1908. Ancestry.com. Tennessee, U.S., Wills and Probate Records, 1779-2008 [database on-line]. Provo, UT, USA: Ancestry.com Operations, Inc., 2015. Original data: Tennessee County, District and Probate Courts. Michael Carney to Mary Carney, Deed Book 38, page 359, recorded August 30, 1867.
[16] Ann Byrd to Mary Carney, Deed Book 162, page 625, recorded April 22, 1892.
[17] BF Brown to M Carney, Deed Book 132, page 396, recorded October 30, 1889. Lots 38 and 37 of BF Brown's Plan of the Rains Spring property.

File #: BL2021-646, **Version:** 1

An ordinance making amendments to various provisions of Titles 2 and 12 of the Metropolitan Code to facilitate the implementation and operation of a Smart Parking program.

WHEREAS, Section 11.907 of the Charter provides the following as to the Traffic and Parking Commission (the “Commission”):

Sec. 11.907. - Management and control of parking meters, garages and other traffic facilities.

The commission shall have power to control and manage parking facilities in any metropolitan street or road, including the installation of parking meters or other necessary equipment in connection therewith. The commission shall prescribe and may revise a schedule of service charges in connection with the use of parking meters, a copy of which schedule shall be kept on file and subject to public inspection at the office of the commission and at the office of the metropolitan clerk.

The commission shall also have control and management of any public parking garage or other traffic facilities, and with the acquisition, construction and establishment of the same. The commission may enter into lease agreements with private operators to operate the parking facilities owned by the metropolitan government. The commission is authorized to collect rents, fees or other charges for such parking garage and other traffic facilities as it may operate and manage.

All moneys collected by the commission from parking meters, or any other service charges, shall be remitted by it to the metropolitan treasurer, who shall keep such moneys in a separate account earmarked for traffic and parking improvements; and,

WHEREAS, the Metropolitan Government (“Metro”) has determined that its on-street metered parking program (the “Metered Parking System”) is in need of modernization, is not as efficient and convenient as it could be, and does not maximize the value of the program for funding traffic and parking improvements, as described in Section 11.907 of the Charter; and,

WHEREAS, the authority provided in Section 11.907 of the Charter, which authorizes Metro to enter into lease agreements with private operators to operate parking facilities, such as on-street metered parking within the rights of way of Metro, effectively authorizes Metro to utilize a competitive procurement process to contract for the operation of the on-street metered parking within the Metro rights-of-way; and,

WHEREAS, Metro plans to publish a Smart Parking RFP (the “RFP”) with the objective to enter into a parking services agreement with an outside parking management partner to upgrade and manage the operations of Metro’s parking system by integrating state-of-the-art hardware, software, and operating solutions to maximize convenience and payment options, streamline and optimize enforcement activities, and increase parking compliance and,

WHEREAS, it is in the best interests of potential offerors and ultimately Metro, that various related changes be

made to the Metropolitan Code.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. Section 2.44.070 of the Metropolitan Code shall be deleted in its entirety, and shall be replaced with the following:

2.44.070 - Parking enforcement patrol.

A. There is created a parking enforcement patrol, for service in connection with the traffic law enforcement functions of the department of metropolitan police and Department of Public Works, which shall, with the assistance of the Traffic and Parking Commission and staff thereof, including any contractors and subcontractors thereof, police and control parking meter areas located on public thoroughfares, alleys and streets, such patrolling and supervision being necessary for the proper enforcement of parking violations. The parking enforcement patrol officers shall be instructed and trained by the Department of Public Works, and at the request of the Director of Public Works, the chief of police shall appoint a designee who shall be responsible for any additional training of parking enforcement patrol officers that the Director of Public Works and the Chief of Police deem necessary. The parking enforcement patrol officers shall be hired by the Department of Public Works in accordance with that department's usual civil service procedures, but may also be appointed as special police with authority to enforce parking ordinances, and police powers to enforce meter and other parking violations are hereby extended to such parking enforcement patrol officers within the area of the metropolitan government.

A. The primary duty of the parking enforcement patrol officers shall be to patrol the streets of the metropolitan government area that have parking meters and to issue parking violation tickets for meter and parking violations. Their primary areas of patrol will be the parking meter areas, but they may be assigned to assist the police to enforce parking laws and regulations in other areas.

B. All expenses of training, uniforms, equipment and salaries, and all other incidental expenses of the parking enforcement patrol program shall be borne by the metropolitan traffic and parking commission, Public Works, or its contractors.

C. To the extent permitted by state law and the Metropolitan Charter, the parking enforcement patrol may utilize one or more contractors to perform the responsibilities assigned in this section, including assistance in the investigation of potential parking violations such as the collection and transmission of images recorded on any medium by a traffic control photographic system, license plate recognition technology, or other devices. Parking enforcement patrol officers may conduct investigations by reviewing evidence presented to them by contractors and may issue or cause the issuance of citations based on such evidence where warranted. Parking patrol officers may utilize contractors to deliver notices of citation to the owners of vehicles in violation, but any such citation shall be based on a parking enforcement patrol officer's determination that there is probable cause to believe that a violation of the parking provisions of the Metropolitan Code has been committed.

Section 2. Section 2.56.210 of the Metropolitan Code is amended as follows:

By adding the following text at the end of subsection F.:

Alternatively, the traffic violations bureau, police department, parking enforcement patrol and its contractors may utilize electronic forms for notifying traffic violators to appear in answer to charges of violating traffic ordinances or traffic regulations of the city, so long as there are equivalent ways to ensure that such forms are retained in duplicate copy (which may also be in electronic form) as reliably as the method specified above.

Section 3. Section 12.04.230 of the Metropolitan Code is amended by deleting the period at the end of this section and adding the following at the end of the sentence:

"; a parking meter may include a parking pay station, including one that services multiple parking spaces."

Section 4. Section 12.04.235 of the Metropolitan Code is amended by deleting the existing language in its entirety and replacing it with the following:

"Parking meter space" means any space adjacent to a parking meter, or on the same block as a parking meter that services multiple spaces, and which is duly designated for the parking of a single vehicle.

Section 5. Section 12.08.150 of the Metropolitan Code is hereby amended as follows:

By deleting the definition contained in subsection A.1. thereof in its entirety and replacing it with the following:

A.1. "Immobilization" or "Immobilize" means the attachment of any device to a vehicle that prevents the vehicle from being legally driven.

By deleting the first sentence of subsection B. thereof and replacing it with the following:

B. Members of the metropolitan police department or the parking enforcement patrol or its contractor shall have authority to impound or immobilize any vehicle under the circumstances hereinafter enumerated:

By deleting subsections D., E. and F. thereof in their entirety, and replacing them with the following:

D. Whenever an officer of the metropolitan police department or the parking enforcement patrol or its contractor (with authorization from the parking enforcement patrol) removes a vehicle from any alley, street, highway or thoroughfare, as authorized in this section, the officer or contractor shall obtain from the wrecker or tow-in service employee a receipt in triplicate, one copy of which shall be retained by the wrecker or tow-in service employee, describing the vehicle, the reasons for its removal, the place where the vehicle is to be stored, and all items of a personal nature found in the vehicle and not attached to or a part of the vehicle. Such officer or contractor shall give or cause to be given to the owner of such vehicle the duplicate copy of such receipt described in the preceding sentences as notice to such owner of the fact of removal. The original of such receipt described above shall be retained by the police department, or parking enforcement patrol, (as applicable) as a permanent record. If the parking enforcement patrol's contractor arranges for the removal of the vehicle, the contractor shall turn over the duplicate copy of this receipt to the parking enforcement patrol staff at the Department of Public Works for retention.

E. The owner or authorized driver or operator of the impounded vehicle may submit an application to the police department, parking enforcement patrol or its contractor (as applicable) to take possession of the same and remove such vehicle from the place to which it has been removed or stored by paying the costs of removing the vehicle from such street or alley and all charges which may have accrued for the storage of the vehicle. The contents and format of such form application shall be approved metropolitan chief of police and the department of law. Notwithstanding the foregoing, if the metropolitan general sessions court or other court of

competent jurisdiction, after hearing the facts and circumstances, determines that the impoundment was not lawfully authorized, the towing and storage fees shall be refunded to the person paying such fees.

F. The owner or authorized driver or operator of any immobilized vehicle under the provisions of this section may take possession of the vehicle upon paying a twenty-five dollar immobilization removal fee to the metropolitan traffic violations bureau or its contractor; provided, that if the metropolitan general sessions court or other court of competent jurisdiction, after hearing the facts and circumstances, determines that the placement of the immobilization device was not lawfully authorized, the immobilization removal fee shall be refunded to the person paying such fee.

Section 6. The definition of “Department” in Section 12.41.010 of the Metropolitan Code is amended by deleting the period following “public works” and adding the following at the end of the sentence:

“, or its designee. The designee of the department of public works may be its contractor.”

Section 7. Subsection B. of Section 12.41.040 of the Metropolitan Code is amended by replacing the third use of the word “shall” in that Subsection with the word “may.”

Section 8. Section 12.42.010 of the Metropolitan Code is amended by adding the following new definition to it, which shall be placed in alphabetical order with regard to the other definitions contained therein:

“’Chief Traffic Engineer’ means the Chief Traffic Engineer or his/her designee. The designee of the Chief Traffic Engineer may be a contractor.”

Section 9. Section 12.44.010.A. of the Metropolitan Code is amended by inserting a period following the words: “Schedule VIII” and deleting all the text of that subsection following thereafter.

Section 10. Section 12.44.020 of the Metropolitan Code is amended by deleting the existing language in its entirety and replacing it with the following:

12.44.020 - Meter design and installation specifications

A.

1. The department of public works, or its contractor, shall cause parking meters to be installed in the parking meter zones established as provided in this chapter upon the curb adjacent to, or located on the same block with, the designated parking space(s). Each meter shall be capable of being operated upon the receipt of payment for the full period of time for which parking is lawfully permitted in any such parking meter zone.

2. Alternatively, where so authorized by the Traffic and Parking Commission, the department of public works or its contractor may charge for parking in an on-street parking space within the parking meter zone without a parking meter being installed and without using a parking meter, but by setting up a system where payments for parking in such spaces may be made by customers via a web-based application. Signs or paint markings shall be used to identify a particular space consistent with the information provided via the web-based application, and a receipt for payment for the parking shall be conveyed to the customer, electronically or by other means, so as to enable the customer to prove that he or she paid to park in that particular space.

B. Upon the expiration of the time period for which the customer paid to park, the customer shall be given

adequate notice of the expiration of that period, by one or more of the following methods.

1. If there is a parking meter installed adjacent to the designated parking space, that parking meter shall be so designed, constructed, installed and set that, upon the expiration of the time period for which the customer had paid to park, it will indicate by an appropriate signal that the lawful parking meter period has expired, and during such period of time and prior to the expiration thereof, will indicate the interval of time remaining. If a parking meter on a block services multiple parking spaces, that parking meter shall be capable of displaying the status of each parking space serviced (i.e., whether it is expired, or if not, how much time remains of the period for which payment was made).

2. Spaces that are part of the parking meter zone but which do not have parking meters installed, and where payment for parking in those spaces is instead made via a web-based application described in subsection A.2. of this section, the customer shall be given adequate notice of the expiration of the period for which he or she has paid to park, by text message or by another means of communication to which the customer has consented.

Section 11. Section 12.44.040 of the Metropolitan Code is hereby deleted in its entirety and replaced with the following:

12.44.040 - Payment for parking-Time limits for use.

A. If any one of the following applies, no person shall park a vehicle in any parking space upon a street within a parking meter zone during the restricted and regulated time applicable to the parking meter zone in which such parking space is located, unless the applicable parking rate has been paid for the period of time for which said vehicle is parked in such parking space.

1. The parking space is located alongside of and next to a parking meter.

2. The parking space is located on a block where a parking meter servicing multiple parking spaces is installed and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

3. The parking space is a part of the parking meter zone whereby payment for parking in that space is made via a web-based application, such as is described in subsection A.2. of Section 12.44.020, and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

B. If any one of the following applies, no person shall permit a vehicle within his or her control to be parked in any such parking space during the restricted and regulated time applicable to the parking meter zone in which such parking space is located, unless the applicable parking rate has been paid for the period of time for which said vehicle is parked in such parking space.

1. The parking space is located alongside of and next to a parking meter.

2. The parking space is located on a block where a parking meter servicing multiple parking spaces is installed and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

3. The parking space is a part of the parking meter zone whereby payment for parking in that space is instead

made via a web-based application described in subsection A.2. of Section 12.44.020, and the parking space where the vehicle is parked has signs or markings indicating that payment is required to be made for parking in that space.

C. No person shall park a vehicle in any such parking space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such parking space is located, regardless of the amount of the payment made. If any vehicle shall remain parked in any such parking space beyond the parking time limit fixed for such parking space the customer shall be given adequate notice of the expiration of that period by one or more of the methods indicated in subsections C.1-C.2., below. The fact that notice has been given through one of the methods indicated below, shall be prima facie evidence that such vehicle has been parked overtime and beyond the period of legal parking time in any such part of a street where any such parking space is located, and shall be a violation of this section. Each period of overtime parking beyond the duration of that limited period of time, for which parking is lawfully permitted in the parking meter zone, in which such parking space is located, shall be considered a separate offense.

1. If there is a parking meter installed adjacent to the designated parking space, that parking meter shall be so designed, constructed, installed and set that, upon the expiration of the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, it will display a sign or signal showing illegal parking. If a parking meter on a block services multiple parking spaces, that parking meter shall be capable of displaying the status of each parking space serviced (i.e., whether it constitutes illegal parking beyond the time limit fixed for such parking space).

2. In the case of spaces that are part of part of the parking meter zone but which do not have parking meters installed, and where payment for parking in those spaces is instead made via a web-based application described in subsection A.2. of Section 12.44.020, the customer shall be given adequate notice by text message, or by another means of communication, to which the customer has consented, that the limited period of time for which parking is lawfully permitted in the parking meter zone, in which such meter is located, has expired, and that continued parking in that space beyond that period constitutes illegal parking.

3. The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this title and the State Vehicular Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places or at specified times.

Section 12. Section 12.44.060 of the Metropolitan Code shall be amended by adding the phrase “or other related equipment” to the end of this section.

Section 13. Section 12.44.070 of the Metropolitan Code shall be amended by deleting the existing language in its entirety and replacing it with the following:

Section 12.44.070 - Disabled driver parking in parking meter zones-Notice.

The department of public works shall either post appropriate signage within parking meter zones or include a statement on each parking meter informing drivers that, pursuant to T.C.A. 55-21-105, no parking meter fee is required for vehicles with a valid disabled driver license plate or placard. The foregoing does not entitle a vehicle with a valid disabled driver license plate or placard to park for a consecutive period of time exceeding any parking time limit applicable to the parking meter zone in question, without that violation being subject to penalty, in the form of the application of the fine for parking for a consecutive period of time, longer than that

limited period of time, for which parking is lawfully permitted in the parking meter zone, in which such parking space is located.

Section 14. Section 12.44.080 of the Metropolitan Code shall be deleted in its entirety.

Section 15. Pursuant to Tenn. Code Ann. Section 9-1-108(c)(3), the Metropolitan Government hereby waives the collection of the processing fees for payments made for on-street parking by customers of Metro's parking system in an amount that is equal to the amount paid by the third party processor for processing the payment.

Section 16. Subsection H. of Section 13.08.080 of the Metropolitan Code is amended by adding the following to the end of the section:

Notwithstanding the foregoing, the provisions of this section shall also not apply to the operation of a license plate scanner installed onto or within the public right-of-way that meets each of the following conditions:

a. The license plate scanner is used solely and exclusively for determining whether a vehicle is violating parking restrictions; and

b. A specific vehicle's license plate number shall be deleted within thirty minutes of its exit from a monitored parking space, unless that vehicle is suspected of violating parking restrictions for which enforcement action would be appropriate.

Section 17. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government requiring it.

Analysis

This ordinance modifies various provisions in the Metro Code to facilitate the Mayor's planned on-street parking modernization program. Section 11.907 of the Metro Charter provides that the Metro Traffic and Parking Commission has the sole authority for the operation and management of Metro's parking facilities, including metered spaces and garages, but it does not prohibit the Commission from contracting out various aspects of the operation. In fact, Metro has had contracts for the operation of Metro-owned parking garages for many years. However, the Metro Code provisions pertaining to on-street parking do not specifically address the use of contractors. Section 11.907 of the Charter further provides that all revenue generated from Metro's parking program must be used for traffic and parking improvements.

Metro intends to issue a request for proposals (RFP) to solicit responses from outside parking management operators to integrate new technology into the metered parking system, which should improve parking opportunities downtown and increase revenue for Metro. This RFP approach is different from the RFP issued by the previous mayoral administration, which sought to lease Metro's on-street parking assets to a private operator for a long-term period and to share revenues with the operator, including a large one-time lump sum payment.

In order to encourage operators to submit proposals to the RFP, various changes are needed to the Metro Code to allow for new technology and private operation. A summary of the various Code changes to be made by this ordinance is as follows:

2.44.070

- Changes the current “meter maid patrol” to “parking enforcement patrol” and makes several changes to modernize antiquated language
- Allows for contractor assistance in the enforcement of parking violations. Parking enforcement patrol officers (Metro employees) would still have to be the ones to authorize the issuance of a citation based upon probable cause presented by the contractor.

2.56.210

- Allows for electronic forms for notifying violators of court dates as opposed to “forms in triplicate”

12.04.230

- Adds parking pay stations that service several spaces to the definition of “parking meter”

12.08.150

- Deletes references to “booting” and replaces with the term “immobilization”
- Replaces references to the meter maid patrol with “parking enforcement patrol or its contractor”
- Allows impounded vehicles to be reclaimed from the parking enforcement patrol or its contractor, not just from the police department

12.41.040

- Clarifies that valet operating permits may be renewed annually. The current version of the code says they “shall” be renewed.

12.42.010

- Adds a definition for “chief traffic engineer” and provides that the designee of the chief traffic engineer may be a contractor for purposes of the residential permit parking program

12.44.010

- Deletes the provisions that provided for free metered parking on Sundays and holidays

12.44.020

- Allows contractors to install parking meters in addition to Public Works staff
- Removes provisions pertaining to coin operated meters
- Allows Public Works or its contractor to set up a payment system using a web-based application with an electronic customer receipt
- Provides for notice methods/requirements to customers regarding the expiration of the allotted parking time

12.44.040

- Updates language regarding parking time limits to reflect that meters can service multiple parking spaces
- Removes language pertaining to the deposit of coins in meters
- Allows for a method of notifying customers of expired meters via text message or other means of communication to which the customer has consented

12.44.060

- Adds “or other related equipment” to the provisions pertaining to the unlawful tampering of parking meters

12.44.070

- Clarifies that persons with disabled driver placards or license plates can still park for free, but cannot exceed the parking time limit for the particular meter. The current Code’s failure to specify this means that persons with disabled driver placards/plates can park for free for an unlimited duration, which obviously limits parking space turnover.

12.44.080

- Deletes the provisions that were added to the Code in 2010 to allow free downtown parking for vehicle owners who purchase carbon offsets. This program has not been widely used.

13.08.080

- Allows license plate scanner technology solely for the purpose of enforcing parking restrictions
- The license plate information must be deleted within 30 minutes after the vehicle leaves the space unless it is suspected of violating parking restrictions

This ordinance has been referred to the Traffic and Parking Commission and is to be considered at their March 8 meeting. This ordinance needs to be deferred for one meeting since Section 11.905 of the Metro Charter requires a recommendation from the Traffic and Parking Commission prior to adoption on second reading.

File #: BL2021-647, **Version:** 1

An ordinance authorizing 3H Group, Inc. to install, construct and maintain underground and aerial encroachments in the right-of-way located at 1500 Charlotte Avenue (Proposal No. 2021M-001EN-001).

WHEREAS, 3H Group, Inc. plans to install, construct and maintain underground and aerial encroachments in the right-of-way of 1500 Charlotte Ave, under proposal No. 2021M-001EN-001; and,

WHEREAS, 3H Group, Inc. plans to install, construct and maintain underground and aerial encroachments comprised of six blade signs, three out-swinging doors, ten sun shades, a canopy sign and various building lights, encroaching the public right-of-way on property located on 1500 Charlotte Ave; and,

WHEREAS, 3H Group, Inc. has agreed to indemnify and hold The Metropolitan Government of Nashville and Davidson County harmless of any and all claims for damages of every nature and kind resulting from or arising from the installation of said encroachments under proposal No. 2021M-001EN-001.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That subject to the requirements, limitations and conditions contained herein and in the attached License Agreement, 3H Group, Inc. is hereby granted the privilege to construct and maintain said encroachments under proposal No. 2021M-001EN-001, in accordance with the plans which are on file in the office of the Director of Public Works, and which are more particularly described by lines, words and figures on the attached sketches which are attached to and made a part of this Ordinance.

Section 2. That the authority granted hereby for the construction, installation, operation, and maintenance of said encroachments under proposal No. 2021M-001EN-001 shall not be construed as a surrender by the Metropolitan Government of its rights or power to pass resolutions or ordinances regulating the use of its streets, or the right of the Metropolitan Government through its legislative body, in the interest of public necessity and convenience to order the relocation of said facilities at the expense 3H Group, Inc.

Section 3. That plans and specifications for said encroachments under proposal No. 2021M-001EN-001 shall be submitted to the Director of Public Works of The Metropolitan Government of Nashville and Davidson County for approval before any work is begun; and all work, material, and other details of said installation shall be approved by the Director of Public Works prior to its use by 3H Group, Inc.

Section 4. That construction and maintenance of said encroachments under proposal No. 2021M-001EN-001 shall be under the direction, supervision and control of the Director of Public Works, and its installation, when complete, must be approved by said Director.

Section 5. That this Ordinance confers upon 3H Group, Inc. a privilege and not a franchise, and the Mayor and the Metropolitan Council herein expressly reserve the right to repeal this ordinance, whenever, in their judgment, a repeal may be demanded by public welfare, and such repeal shall confer no liability on The Metropolitan Government of Nashville and Davidson County, its successors and assigns, by reason of said

repeal. In the event of such repeal by Metropolitan Government, 3H Group, Inc., its successors and assigns, shall remove said encroachment at their own expense.

Section 6. 3H Group, Inc., its successors and assigns, shall pay all costs incident to the construction, installation, operation and maintenance of said encroachments under proposal No. 2021M-001EN-001 and shall save and hold The Metropolitan Government of Nashville and Davidson County harmless from all suits, costs, claims, damages or judgments in any way connected with the construction, installation, operation and maintenance of said encroachments and shall not claim, set up or plead, as a defense, in the event of joint liability, with or without suit, that it and the Metropolitan Government were joint wrongdoers. 3H Group, Inc., its successors and assigns, shall be responsible for the expense, if any, of repairing and returning the right-of-way to the condition, which it was in prior to the installation of, said encroachments, and for any street closure.

Section 7. That the authority granted to 3H Group, Inc. as herein described, shall not in any way interfere with the rights of the Metropolitan Government, its agents, servants, and/or contractors and utility companies, operating under franchise from the Metropolitan Government to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 8. 3H Group, Inc., shall and is hereby required, to furnish The Metropolitan Government of Nashville and Davidson County a certificate of public liability insurance, naming The Metropolitan Government as an insured party, of at least two million ($2,000,000) dollars aggregate, for the payment of any judgment had on any claim, of whatever nature, made for actions or causes of action arising out of, or connected with, the construction of installation of said encroachment. Said certificate of insurance shall be filed with the Metropolitan Clerk and the Department of Public Works prior to the granting of a permit, and the insurance required herein shall not be canceled without the insurance company or companies first giving thirty (30) days written notice to The Metropolitan Government of Nashville and Davidson County.

Section 9. That said construction shall be carefully guarded and protected, and shall be completed promptly, so as to cause the least inconvenience to the public. The acceptance by 3H Group, Inc. of all provisions of this Ordinance shall be determined by the beginning of work.

Section 10. The authority granted pursuant to this Ordinance shall not become effective until the certificate of insurance, as required in Section 8, has been posted with the Department of Public Works.

Section 11. This Ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This resolution authorizes 3H Group, Inc. to install and maintain an underground and aerial encroachments at 1500 Charlotte Avenue. The encroachments will consist of six blade signs, three out-swinging doors, ten sun shades, a canopy sign, and various building lights encroaching the public right-of-way for Towneplace Suites. The applicant must indemnify the Metropolitan Government from all claims in connection with the construction and maintenance of the signs, and is required to post a certificate of public liability insurance in the amount of $2,000,000 with the Metropolitan Clerk naming the Metropolitan Government as an insured party.

This ordinance has been approved by the Planning Commission.

LICENSE AGREEMENT FOR PRIVATE ENCROACHMENTS
INTO THE PUBLIC RIGHT OF WAY

I/We, 3H GROUP, INC., in consideration of the Resolution No. _____, to construct, maintain, install and/or operate an encroachment into, onto, over, or under the public right of way located at in Nashville, Davidson County, Tennessee, do hereby, for myself, my agents, customers, and assigns, waive and release and hold harmless The Metropolitan Government of Nashville and Davidson County, its agents, employees, and assigns from any and all claims, rights, or demands for damages that may arise from my/our use, construction and/or maintenance of the encroachment, to wit: (SEE ATTACHED DESCRIPTION OF ENCROACHMENT). I/We hereby certify to the Metropolitan Government of Nashville and Davidson County that I/We have executed a bond or liability insurance policy in such amount as agreed upon by the Director of Public Works and the Metropolitan Attorney, and in the form approved by the Metropolitan Attorney (per Metropolitan Code Section 38-1-1), which operates to indemnify and save The Metropolitan Government of Nashville and Davidson County harmless from all claims or demands that may result to persons or property by reason of the construction, operations or maintenance of the encroachment. I/We further agree that my/our obligations hereunder may not be assigned except upon approval of the Director of Public Works and the Metropolitan Attorney. I/We further acknowledge that any action that results in a failure to maintain said bond or liability insurance for the protection of The Metropolitan Government of Nashville and Davidson County shall operate to the granting of a lien to The Metropolitan Government of Nashville and Davidson County in the amount of the last effective bond/insurance policy. Said insurance or bond may not be cancelable or expirable except on 30 days notice to the Director of Public Works.

I/We further recognize that the license granted hereby is revocable by The Metropolitan Government upon recommendation of the Director of Public Works and approval by resolution of the Metropolitan County Council if it is determined to be necessary to the public welfare and convenience. In the event the Metropolitan Government revokes this license as contemplated by this paragraph, licensee will not be entitled to any compensation of any kind. This license shall also be strictly subject to the right of way easement owned by The Metropolitan Government. I/We agree to maintain, construct and use the encroachment in such a way as will not interfere with the rights and duties of the Metropolitan Government

as owner of the right of way. Said interference shall be additional grounds for revocation of the license for encroachment. I/We agree to pay the cost of construction, maintenance, use, as well as relocations cost of said encroachment. Licensee's failure to complete construction of the contemplated encroachment within 36 months of the date of approval by the Metropolitan Council will cause this license to terminate automatically. In the event the encroachment contemplated by this license is substantially destroyed, this license shall terminate unless fully restored by licensee within 36 months from the date of such destruction. In the event this license is revoked or terminated for any reason, licensee shall restore all public property to the condition obtaining at the time the license became effective at licensee's sole cost and expense.

DATE: 11/17/20

(Owner of Property)

1500 CHARLOTTE AVENUE
(Address of Property)

NASHVILLE, TN
(City and State)

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ Hamilton)

Sworn to and subscribed before
Me this 17th day of November, 2020

(NOTARY PUBLIC)

JESSICA DOLLINGER
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

My Commission Expires: January 25, 2023

SOUTH ELEVATION W/ PROPOSED SIGNAGE

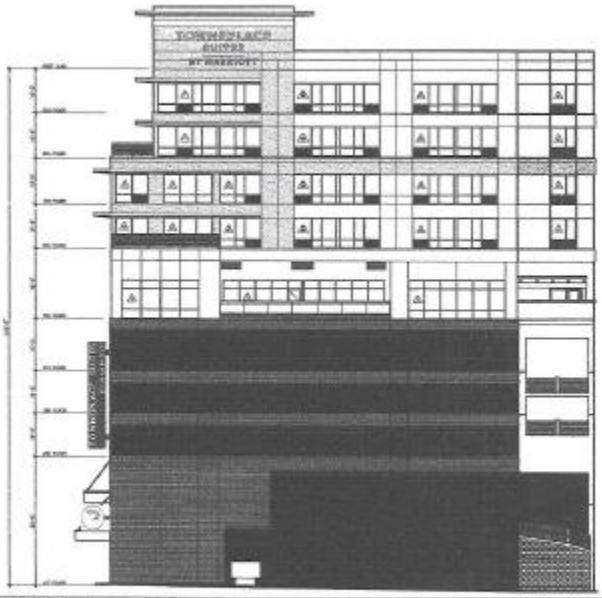
TOWNEPLACE SUITES



ENTERA

EAST ELEVATION W/ PROPOSED SIGNAGE

TOWNEPLACE SUITES



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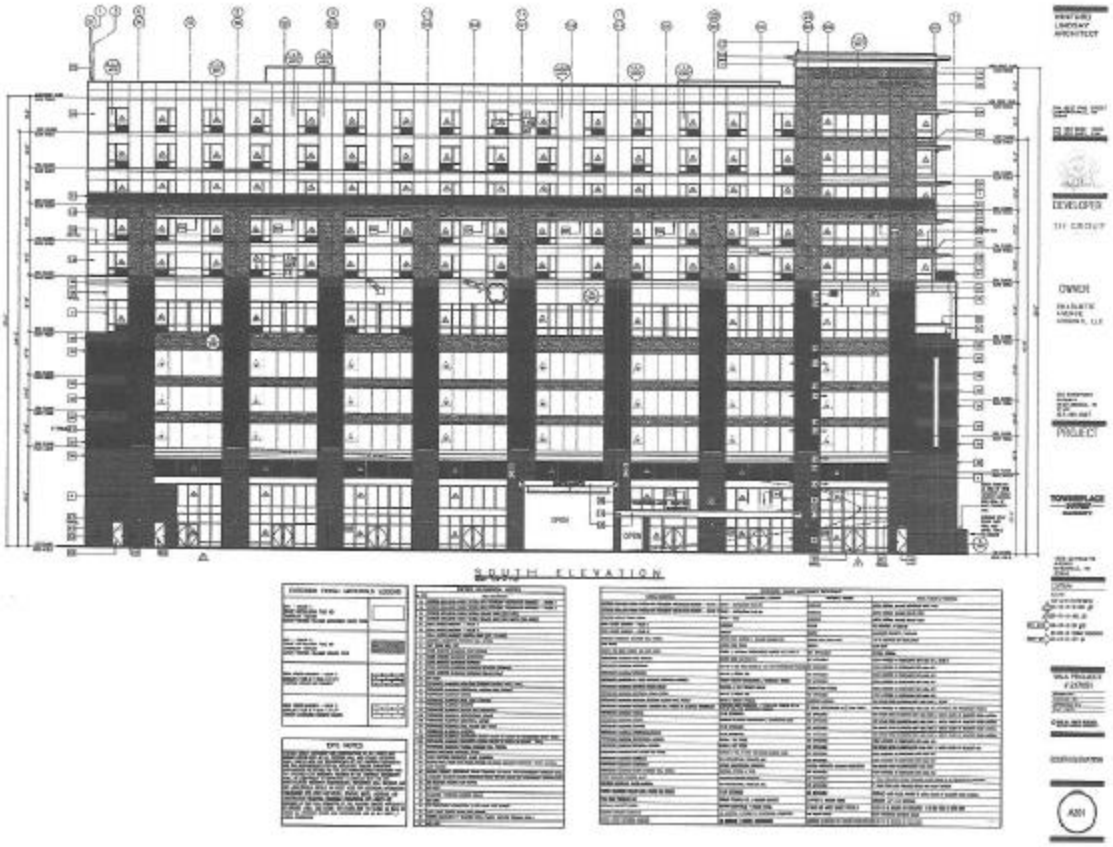
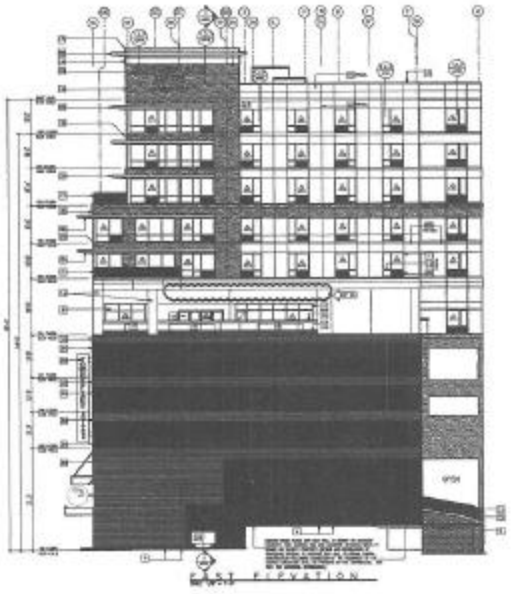
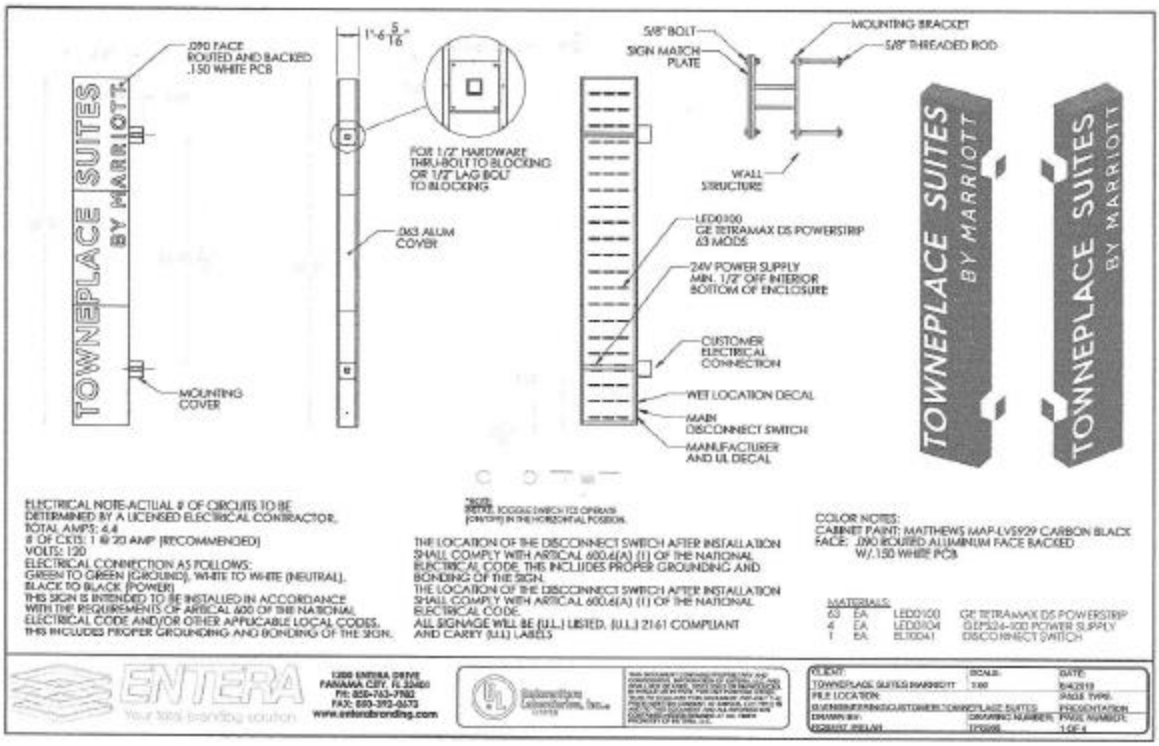


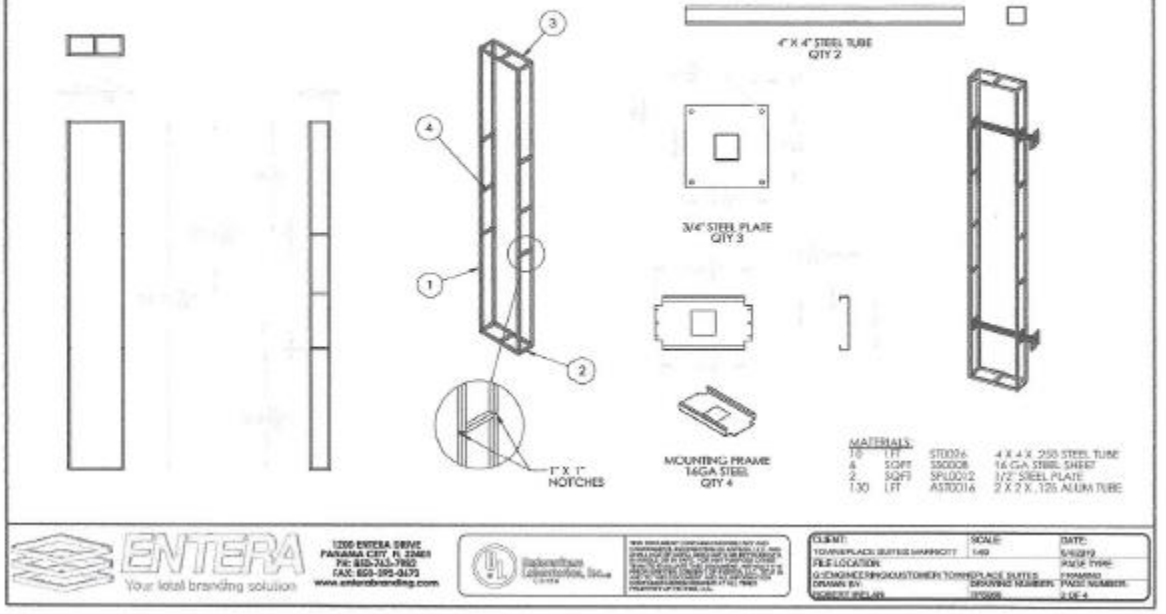
SOUTH ELEVATION

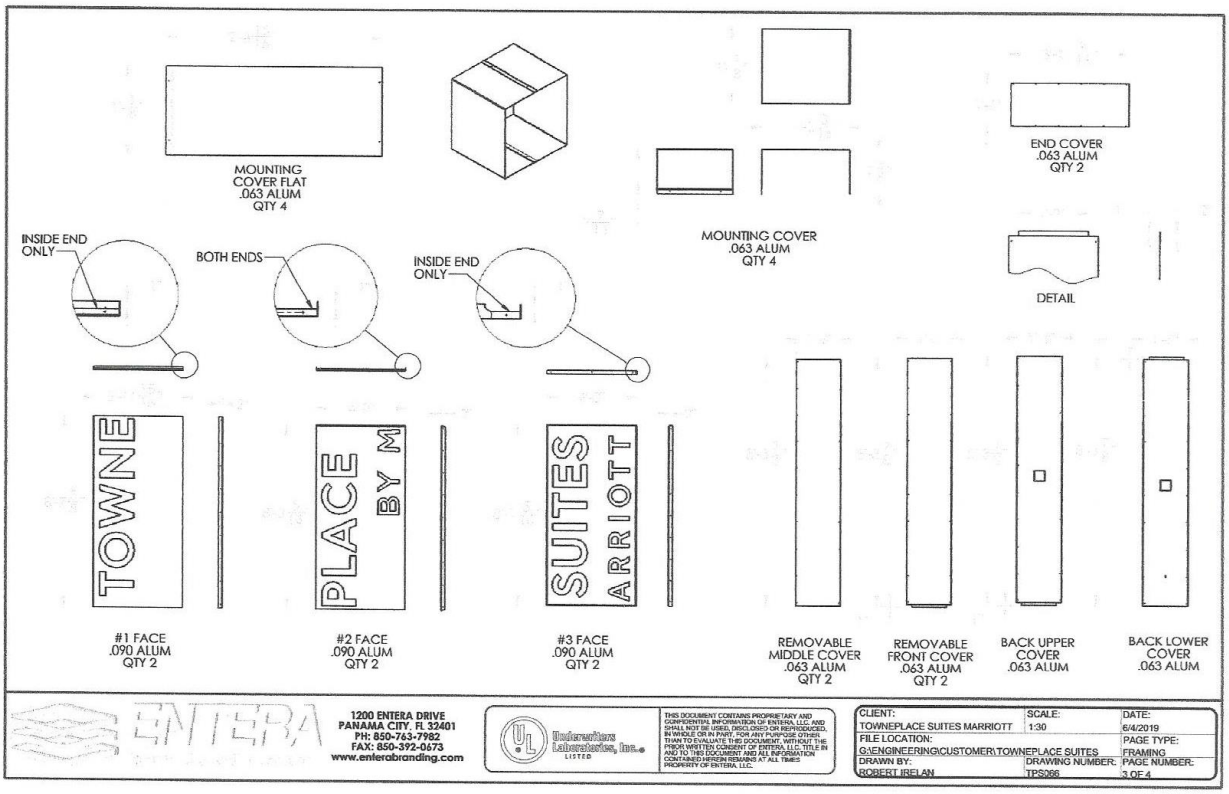


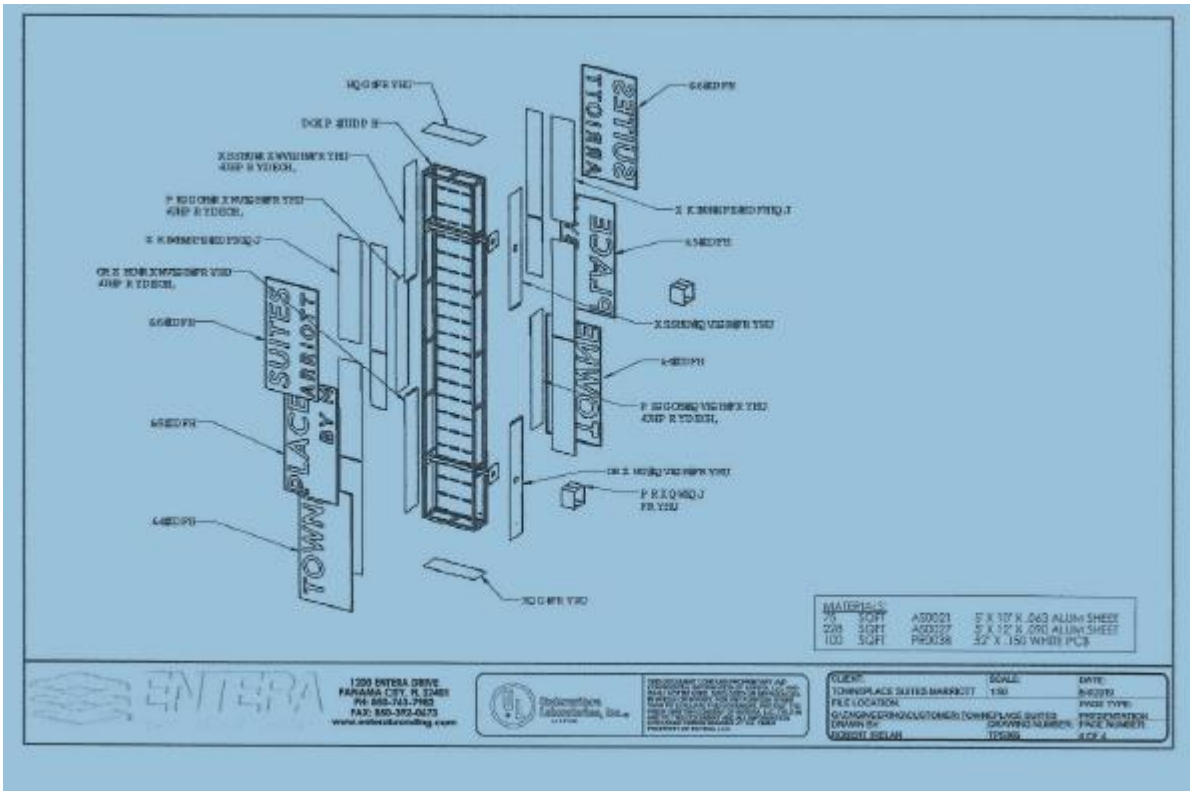




ITEM NO.	QTY.	DESCRIPTION	LENGTH	PART NUMBER
1	4	ALUM SQ TUBE 2" x .125 Wall	24'-11 9/16"	AST0016
2	4	ALUM SQ TUBE 2" x .125 Wall	1'-6"	AST0016
3	4	ALUM SQ TUBE 2" x .125 Wall	3'-7 9/16"	AST0016
4	8	ALUM SQ TUBE 2" x .125 Wall	1'-2"	AST0016




MOUNTING COVER FLAT .063 ALUM QTY 4
MOUNTING COVER .063 ALUM QTY 4
END COVER .063 ALUM QTY 2
INSIDE END ONLY
BOTH ENDS
INSIDE END ONLY
DETAIL
TOWNE
PLACE BY M
SUITES ARRIOTT
#1 FACE .090 ALUM QTY 2
#2 FACE .090 ALUM QTY 2
#3 FACE .090 ALUM QTY 2
REMOVABLE MIDDLE COVER .063 ALUM QTY 2
REMOVABLE FRONT COVER .063 ALUM QTY 2
BACK UPPER COVER .063 ALUM
BACK LOWER COVER .063 ALUM
ENTERA
1200 ENTERA DRIVE
PANAMA CITY, FL 32401
PH: 850-763-7982
FAX: 850-392-0673
www.enterabranding.com
Underwriters Laboratories, Inc.
LISTED
THIS DOCUMENT CONTAINS PROPRIETARY AND CONFIDENTIAL INFORMATION OF ENTERA, LLC. AND SHALL NOT BE USED, DISCLOSED OR REPRODUCED, IN WHOLE OR IN PART, FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS DOCUMENT, WITHOUT THE PRIOR WRITTEN CONSENT OF ENTERA, LLC. TITLE IN AND TO THIS DOCUMENT AND ALL INFORMATION CONTAINED HEREIN REMAINS AT ALL TIMES PROPERTY OF ENTERA, LLC.
CLIENT: TOWNEPLACE SUITES MARRIOTT
SCALE: 1:30
DATE: 6/4/2019
FILE LOCATION: G:\ENGINEERING\CUSTOMER\TOWNEPLACE SUITES
PAGE TYPE: FRAMING
DRAWN BY: ROBERT IRELAN
DRAWING NUMBER: TPS066
PAGE NUMBER: 3 OF 4


TOWNE PLACE SUITES ARRIOTT BY M
MATERIALS
75 SQFT AS0021 5' X 10' X .063 ALUM SHEET
228 SQFT AS0027 5' X 12' X .090 ALUM SHEET
100 SQFT PH0038 32" X .150 WHITE PCB
ENTERA
1200 ENTERA DRIVE
PANAMA CITY, FL 32401
PH: 850-763-7982
FAX: 850-392-0673
www.enterabranding.com
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CLIENT: TOWNEPLACE SUITES MARRIOTT
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PAGE TYPE: FRAMING
DRAWN BY: ROBERT IRELAN
DRAWING NUMBER: TPS066
PAGE NUMBER: 4 OF 4

D/F BLADE SIGN • 100 SQ FT

TOWNEPLACE SUITES



SIGN: D/F INTERNALLY ILLUMINATED ALUMINUM BLADE SIGN
W/ .090" ROUTED ALUMINUM FACE BACKED
W/ .118" WHITE POLYCARBONATE
COPY: WHITE
BACKGROUND: PAINTED MATTHEWS MAP-LVS929 CARBON BLACK
***CABINET TO BE PAINTED MATTHEWS MAP-LVS929 CARBON BLACK**

ENTERA

18" REMOTE MOUNT CHANNEL LETTER SET

TOWNEPLACE SUITES



L.E.D. CHANNEL LETTER MOUNTING DETAIL (EXTERIOR)

A. .050" X 5" ALUMINUM RETURNS PRE-FINISHED BLACK

B. 1" BLACK TRIM CAPS

C. .063" ALUMINUM BACKS

D. 3/16" 2447 WHITE POLYCARBONATE FACES W/ 3M 3635-222 PERFORATED MATTE BLACK VINYL OVERLAY

E. WHITE GE TETRA MAX 7100K LEDs

F. POWER CABLE STARTING FROM POWER SUPPLY THEN LETTER TO LETTER (BEHIND FASCIA)

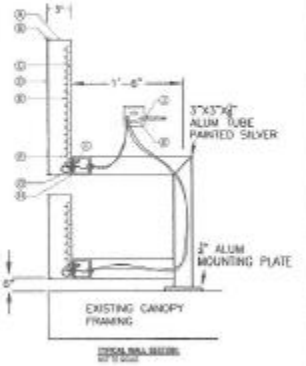
G. 1/4" WEEP HOLES AS REQUIRED (FOR EXTERIOR INSTALLATION ONLY)

H. SILICONE BEAD AROUND THE INSIDE OF RETURN AND BACK TO SEAL FROM WATER LEAKAGE

I. 1/4" LAGBOLTS

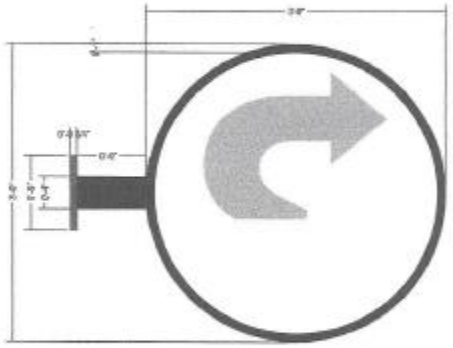
J. 1/2" SEALTITE CONDUIT RUNNING TO SECONDARY CONNECTION
* NOTE: GENERAL CONTRACTOR TO HAVE PRIMARY CONNECTION HOOKED UP

K. STANDARD POWER SUPPLY HOUSED IN A WEATHERPROOF SHEET METAL BOX



ENTERA

3'-0" INTERNALLY ILLUMINATED BLADE SIGN



SIDE VIEW



SIGN: D/F INTERNALLY ILLUMINATED 36" BLADE W/ BLACK CABINET & ARM
COPY: VINYL TO MATCH GREEN PMS 7549 & YELLOW PMS 2426 C

ENTERA

COLOR NOTES:

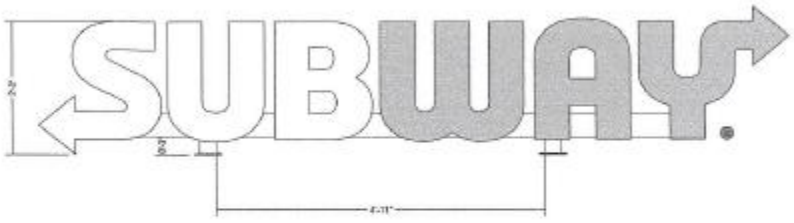
PANTONE 2426 C

PANTONE 7549 C

REVISION	
1	XXXXX
2	XXXXX
3	XXXXX
4	XXXXX

ARTIST
TP
CLIENT:
SUBWAY
SCALE:
1:4
DATE:
5/20/2020
LOCATION
NASHVILLE, TN

2'-0" INTERNALLY ILLUMINATED CANOPY MOUNT W/ SUPPORTS



SIGN: INTERNALLY ILLUMINATED CANOPY MOUNT W/ SUPPORTS
COPY: VINYL TO MATCH GREEN PMS 7549 & YELLOW PMS 2426 C

ENTERA

COLOR NOTES:

PANTONE 2426 C

PANTONE 7549 C

REVISION	
1	XXXXX
2	XXXXX
3	XXXXX
4	XXXXX

ARTIST
TP
CLIENT:
SUBWAY
SCALE:
1:4
DATE:
5/20/2020
LOCATION
NASHVILLE, TN

Client#: 659107 3HGROUP

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
J Smith Lanier & Co Atlanta 11330 Lakefield Drive Suite 100 Johns Creek, GA 30097-1508	PHONE (A/C, No, Ext): "	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Regent Insurance Company	
INSURED 3H Group Inc. 505 Riverfront Pkwy Chattanooga, TN 37402	INSURER B : General Casualty Company of WI	24414
	INSURER C : Fireman's Fund Insurance Company	21873
	INSURER D : Travelers Property Casualty Co.	25674
	INSURER E : MEMIC Indemnity Company	11030
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CGA1336230	03/15/2020	03/15/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	X $0 DED/SIR						MED EXP (Any one person)	$EXCLUDED
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY PRO-JECT X LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:			Liquor Liab			PRODUCTS - COMP/OP AGG	$2,000,000
								$1,000,000
B	AUTOMOBILE LIABILITY			CBA1336230	03/15/2020	03/15/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			CCU1336230	03/15/2020	03/15/2021	EACH OCCURRENCE	$50,000,000
C	EXCESS LIAB CLAIMS-MADE			USL004759202	03/15/2020	03/15/2021	AGGREGATE	$50,000,000
D	DED X RETENTION $10,000			ZUP41N2451220NF	03/15/2020	03/15/2021		$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			3102806348	03/15/2020	03/15/2021	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 1502 & 1508 Charlotte Ave, Nashville, TN 37203
Charlotte Avenue Lodging, LLC is additional named insured.
Continued Holders: The Metropolitan Government of Nashville and Davidson County
CGL Additional Insured Form# CG 81 55 03 09
CGL Primary and Non-Contributory Form# CG 81 55 03 09
(See Attached Descriptions)

CERTIFICATE HOLDER

The Metropolitan Government of
Nashville & Davidson County
c/o Insurance & safety Division
222 3rd Ave. North, Ste #501
Nashville, TN 37201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

PETER J. KRAUSE

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JJSRM

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-648, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an approximate eighty-foot portion of Lea Avenue right-of-way between 7th Avenue South and 8th Avenue South. (Proposal Number 2021M-002AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Ragan Smith, Associates, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

Lea Avenue from the dead end, between 7th Ave S and 8th Ave S, southeastwardly approximately 80 feet, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

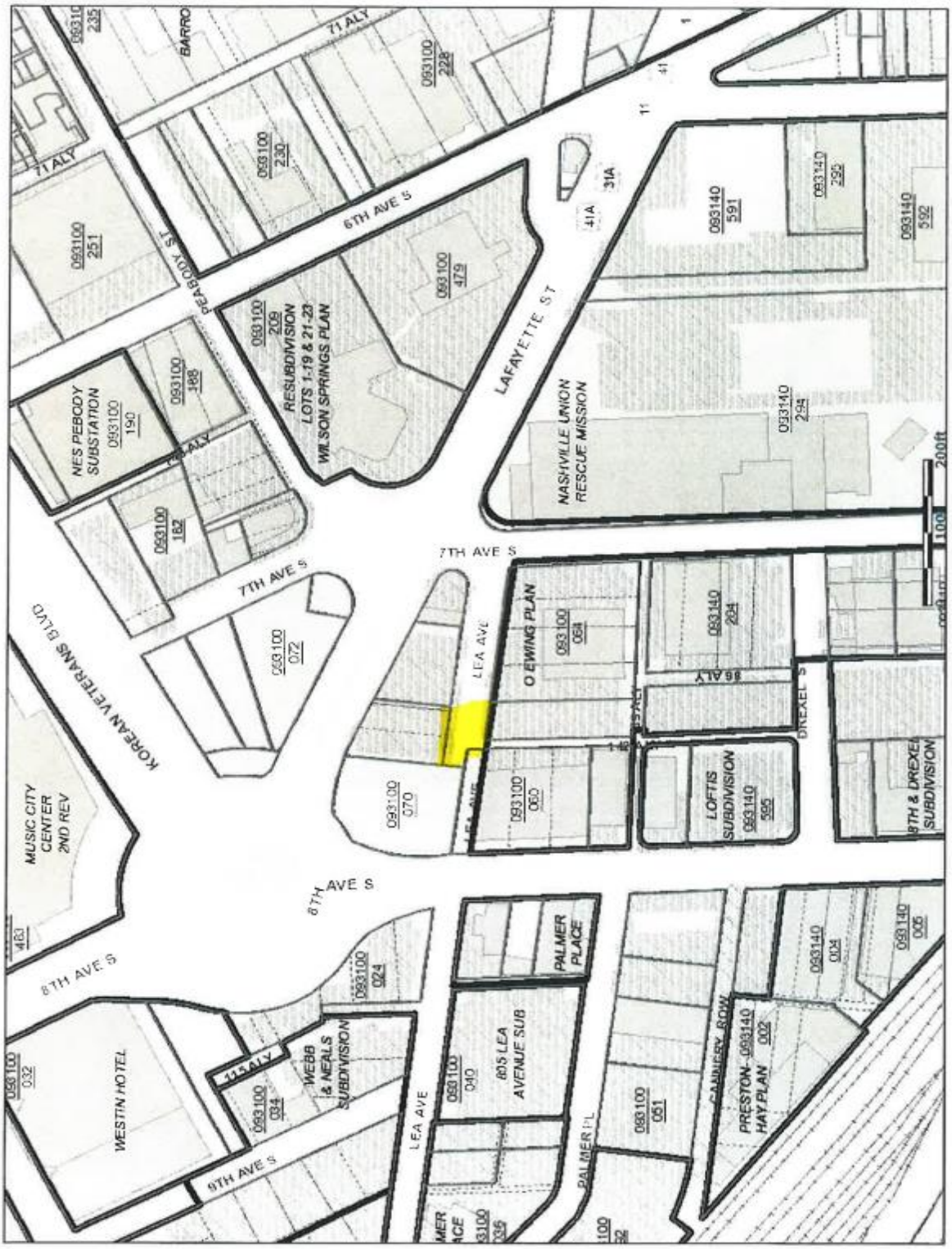
This ordinance abandons Lea Avenue from the dead end, between 7th Avenue South and 8th Avenue South, southeastwardly approximately 80 feet. The abandonment has been requested by Ragan Smith Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro will retain all utility easements located within the portion of the roadway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

Proposal Number 2021M-002AB-001
Map: 93-10
Council District #19



Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____ **Date Submitted:** 12-14-20
(MPW staff assigns project #)

Closure Type:
X Street
☐ Alley

Easements:
X Retain utilities
☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:
Portion of Lea Ave
Street Name(s) / Alley Number(s)
Portion of Lea Ave with dead end access from 7th Ave
Street / Alley Located Between?

Reason for Closure:
Lack of connectivity to other streets. This request is also in accordance with an approved MDHA and Planning concept plan for the area and Plannings goals for the closure of Lea

---

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: Brad Slayden
Business: Ragan Smith Associates
Address: 315 Woodland Street
City: Nashville State: TN Zip: 37206
Phone: 615-244-8591 _____
(business / home / business / mobile)
Fax: _____ _____
(business / home / business / mobile)
E-mail: bslayden@ragansmith.com
Applicant's Signature: _____

Filing Fee (All application fees are non-refundable)
Street / Alley Closure $300.00
Amount paid: $ 300.00
Accepted by: BC Date: 12-14-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
CIRCLE SOUTH HOLDINGS (TN), LLC	711 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006100	
CIRCLE SOUTH HOLDINGS (TN), LLC	712 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006700	

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
Metro Office Building, 2nd Floor
800 Second Avenue South
Nashville, Tennessee 37210

June 4, 2020

Attn: D. Tyler Jones
Circle South Holdings (TN), LLC
424 Church Street, Suite 2100
Nashville, TN 37219

Subject: DTC Modifications for Circle South
Parcel ID's: 09310005800, 09310006000, 09310006100, 09310006600, 09310006700, 09310000700
Case No. 2020DTC-031-001

The Downtown Code Design Review Committee (DTC DRC) convened on 6/4/2020 and voted in favor (none opposed) to approve with conditions staff's recommendation to grant the following modifications to standards of the DTC:

1. **Step-back**
   - Required: 15-foot minimum step-back is required for buildings 8 stories or greater along public streets between the 4th and 7th stories.
   - Proposed: Facade varies with architecture, no step-back on portions of the façades.
2. **Floor-to-Floor Maximum Height**
   - Required: 25 feet for first two floors, 18 feet for other floors, 25 feet for top floor for buildings greater than five stories.
   - Proposed: 33-foot height for a section of the first floor.

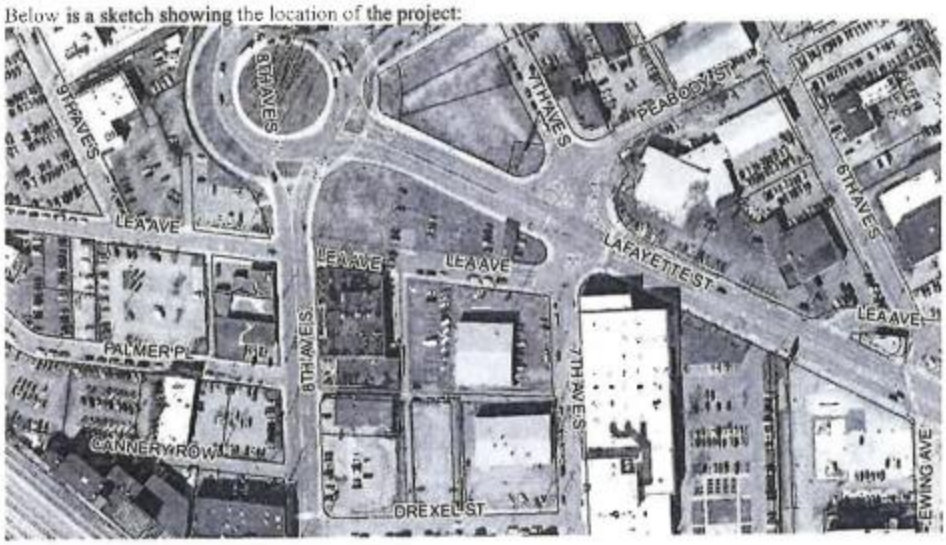
The approval was conditioned with the following items:

1. Any street or alley closures or encroachments must be approved by Metro Council.
2. The applicant shall coordinate with WeGo Public Transit on existing and future transit stops on 8th Avenue South
3. Final design of the proposed signal at Drexel and improvements to the 7th Avenue South and Lafayette intersection shall be coordinated with and approved by Metro Public Works.
4. All bonus height actions identified in this application, including those that require a deed or restrictive covenant, must be approved prior to building permit approval.
5. The developer must propose an agreement for reasonable public access (e.g. hours of operation and other operational expectations) to the privately-owned, publicly accessible open space. This shall be reviewed by Metro Planning and Metro Legal prior to the issuance of building permits.

The DTC DRC also recommended that the Planning Commission approve the Overall Height Modification associated with the same project. The Overall Height Modification is case #2020DTC-31-001 and is scheduled to be heard by the Planning Commission on 6/11/2020.

Please note that all DTC standards not modified must be fully met, in addition to other Metro Departments' requirements (including Public Works review and approval of any encroachments into the public right-of-way). Deviations from the DTC DRC approved plans may require additional review and approval. Please contact eric.hammer@nashville.gov if you have any questions.

Below is a sketch showing the location of the project:



Sincerely,

Robert Leeman, AICP
Deputy Director
Metropolitan Nashville Planning Department

METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY
Planning Department
800 Second Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300

July 9, 2020

Circle South Holdings Llc
424 Church Street
Suite 2100
Nashville, TN 37209

Re: Metro Planning Commission Action on June 25, 2020
CIRCLE SOUTH, 2020DTC-031-001

To Whom It May Concern:

On Thursday, June 25, 2020, the Metro Planning Commission acted on your development application. Please find attached the Commission's action describing your application. The minutes of that meeting concerning this case are attached. These minutes will be reviewed and adopted by the Commission on July 23, 2020. For a copy of the adopted version after that meeting, visit our web site at **www.nashville.gov/mpc** click-on **MPC Agendas and Actions** from the left navigation menu, and click the **Minutes** link for June 25, 2020.

Council Bill Preparation for Zone Changes
Planning Department staff will prepare a Council Bill when the Planning Commission recommends approval or approval with conditions for any zone change. A recommendation of disapproval will require a request from a member of the Metro Council in order for a Council Bill to be prepared. Please contact Eric Hammer at 615-862-7165 or Eric.Hammer@nashville.gov for any questions regarding your Council Bill.

Checking Status of Metro Council Bills
Once a resolution or bill has been filed, you can check the status of the legislation by visiting the Metro Clerk's web site at **www.nashville.gov/mc/ordinances**. You may select **Resolutions** or **Ordinances** from the left navigation menu to view either, and each is listed in descending order by Council Bill Number. Additionally, Metro Planning Department case numbers appear in the caption of each piece of legislation. For additional assistance, please contact the Metro Clerk's office at 862-6770.

If you have comments about your experience with the Planning Department please email planningsurvey@nashville.gov

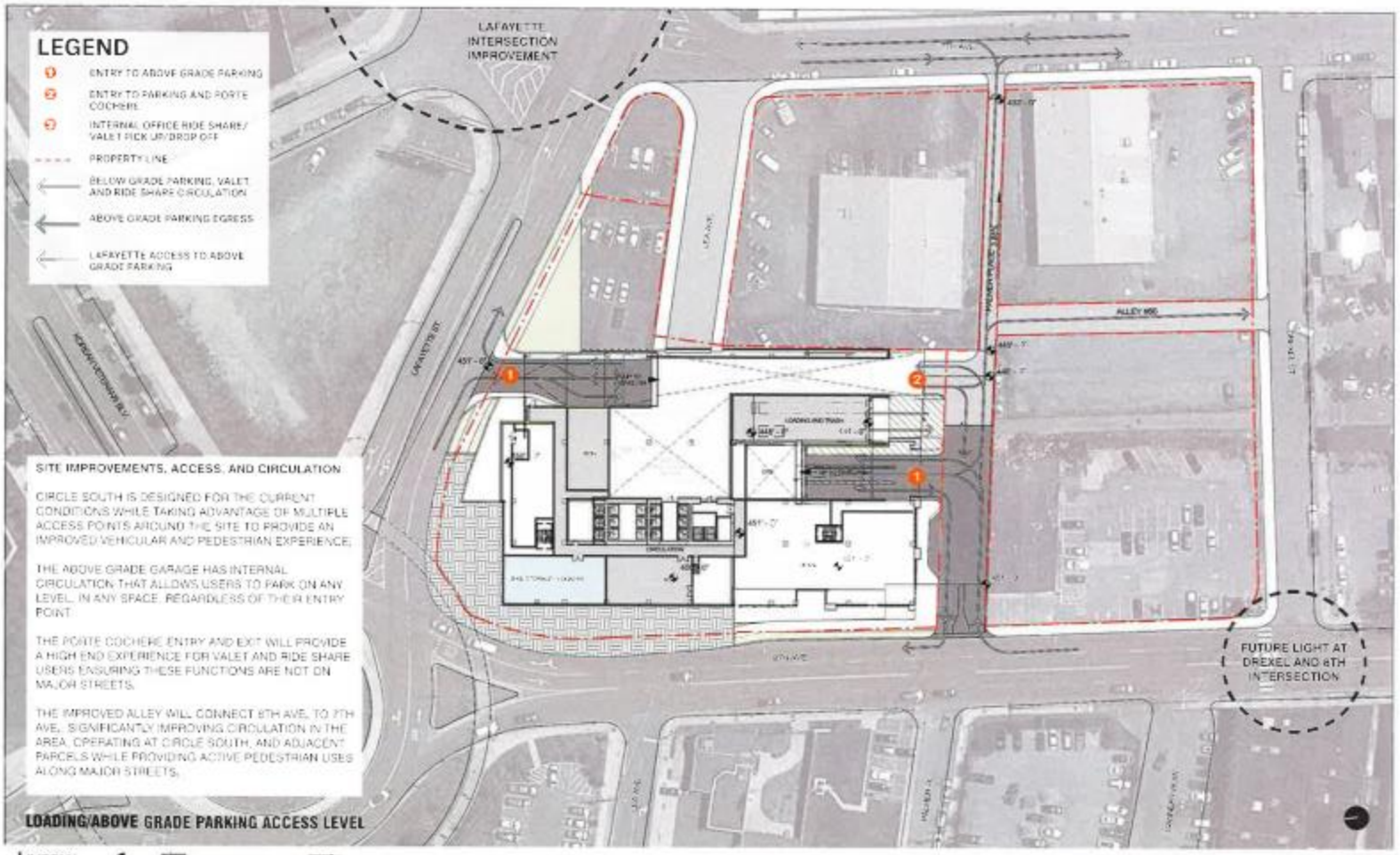
Sincerely,

Lucy Kempf
Executive Director

CC: Councilmember Freddie O'connell, *Council Staff District 19*

{N0389476.1}

D-21-09783



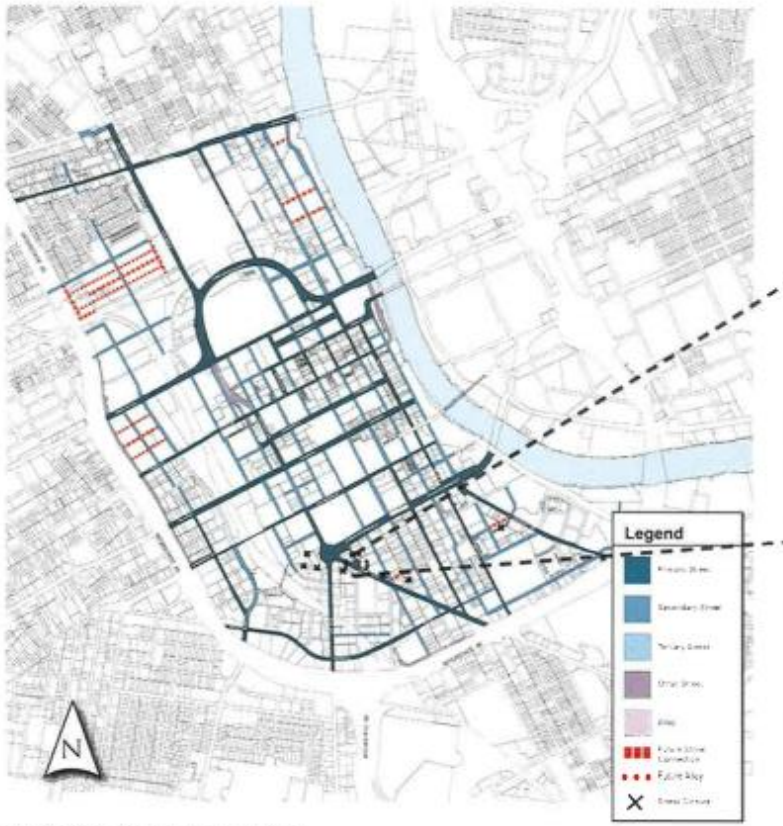
LINCOLN PROPERTY COMPANY | Gresham Smith | RAGAN-SMITH | KCI

ALLEY #139 IMPROVEMENT

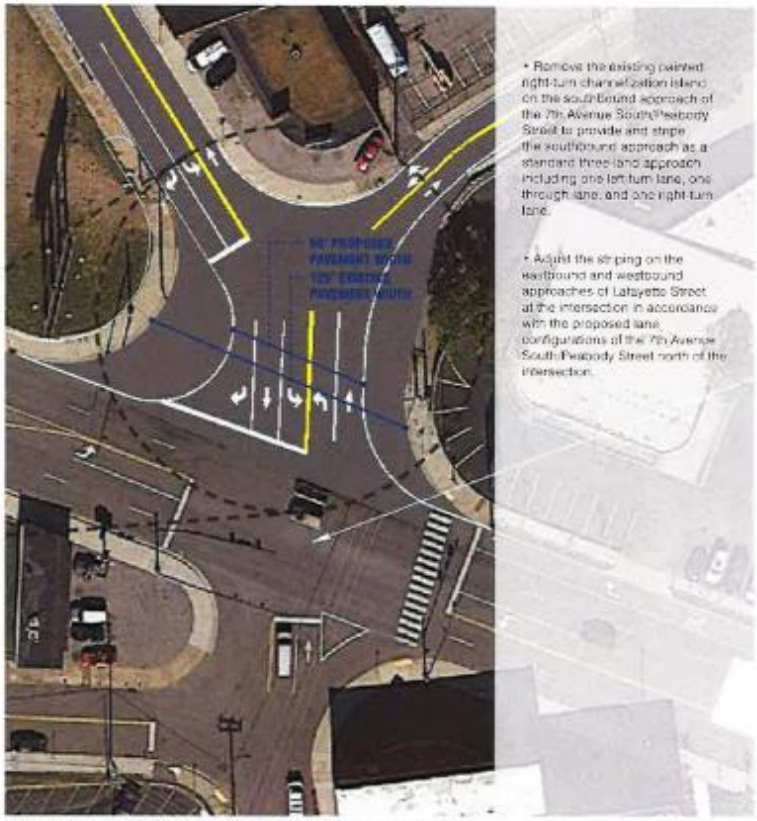
CIRCLE SOUTH | DRC PACKAGE 06/04/20

{N0389476.1}

D-21-09783



DOWNTOWN CODE - FUTURE STREETS PLAN EXCERPT



- Remove the existing painted right-turn channelization island on the southbound approach of the 7th Avenue South/Peabody Street to provide and stripe the southbound approach as a standard three-lane approach including one left-turn lane, one through lane, and one right-turn lane.

- Adjust the striping on the eastbound and westbound approaches of Lafayette Street at the intersection in accordance with the proposed lane configurations of the 7th Avenue South/Peabody Street north of the intersection.

PROPOSED IMPROVEMENTS FOR THE 7TH / LAFAYETTE / PEABODY INTERSECTION

LINCOLN PROPERTY COMPANY | Gresham Smith | RAGAN+SMITH | KCT

OFF SITE IMPROVEMENT

{N0389476.1}

D-21-09783



LINCOLN PROPERTY COMPANY · Gresham Smith · RAGAN·SMITH · KCI

PUBLIC SPACE - SITE PLAN

CIRCLE SOUTH | DRC PACKAGE 06/04/20

{N0389476.1}

D-21-09783



LINCOLN PROPERTY COMPANY | Cresham Smith | RAGAN-SMITH | KC

AMENITY TERRACE AND GREEN ROOF

Lafayette Subdistrict: Regulating Plan

The site is highlighted in BLUE, bounded by 8th Ave S (Primary Street) on the West, by an alley on the East, Drexel Street to the South, and by Lafayette (Other Street) on the Northeast, and a roundabout to the North that sits at the convergence of several main streets, including Korean Veterans Boulevard, Lafayette Street, and 8th Avenue South. It is located within the Lafayette Subdistrict.



LAFAYETTE SUBDISTRICT MAP EXCERPT

Lafayette Subdistrict Building Regulations

Frontage	Required	Provided
(A) Allowed Frontage Types with Required Building Zone		
Primary Street		Varies Due To Site Geometry
Storefront Frontage		
Secondary Street		Complies
Storefront Frontage		
(B) Facade Width		
Primary Street	80% of Lot Frontage Min	Complies
Secondary Street	80% of Lot Frontage Min	Complies
(C) Min. Building Depth		
243	35' From Building Facade	Complies
Height		
(D) Min.		
On the Roundabout	3 Stories or 35'	Complies
(E) Max.		
On Lafayette Street	12 Stories	Modification Required

Additional height available through the Bonus Height Program.

Step-back required for all buildings fronting public streets.

(F) Step-Back Between	7 Stories	
	4th and 7th Stories	
(G) Min. Step-Back Depth	15	

Sidewalk & Planting

Improvements to the sidewalk corridor according to the General Lawn Standards and the Major and Collector Street Plan.

Building Plan

Building Section

BONUS HEIGHT AND MODIFICATIONS

CIRCLE SOUTH | DRC PACKAGE 06/04/20

The Lafayette neighborhood is currently a primarily industrial and business services environment with strong transportation connections. The Gulf ... will likely retain many of the business service uses while accommodating a great ... The neighborhood is primarily low-rise and at a transition from the height of the Core and Sobro to family neighborhoods to the South.

Transitional properties that consolidate to have frontage

{N0389476.1}

D-21-09783



OPEN SPACE

Area of Publicly Accessible Open Space		Total Bonus Area (By Calculation)	Area of Above Grade Tower Levels	Bonus Stories
11,400		79,800	25,200[1]	3.17 Stories[2]
				3 Stories
				3.17 Stories[2]

[1] Typical Office Level

[2] (11,400 Publicly Accessible Open Space X 7) / 25,200 Typical Office Level = 3.17 Stories

PUBLICLY ACCESSIBLE OPEN SCAPE
(11,400 SF TOTAL AREA)

Bonus Height Program

Publicly Accessible Open Space

Accessible, enjoyable open spaces are essential for vital and functioning neighborhoods. Open space provides the community with opportunities to be in an outdoor setting, while encouraging social interaction. See the BHP Chart for details for a list of Subdistricts in which the Open Space bonus may be utilized.

Open Space must be designed to the open space standards of the DTC. To be eligible for the Height Bonus, open space must be a minimum of [illegible] sqft in area.

- Plazas are not eligible for the BHP.
- In Open Space deficiency areas (See the Open Space section of the General Standards), the number of square feet of Bonus Height shall be seven times that of the number of square feet in open space. Outside of Open Space deficiency areas, the number of square feet of Bonus Height shall be four times that of the number of square feet in open space. The additional square footage may be used as the Bonus Height Maximum as determined on the BHP Chart.
- Bonuses are available only for publicly accessible exterior publicly or privately owned open space.

LINCOLN PROPERTY COMPANY | Gresham Smith | RAGAN SMITH | KCI

PUBLICLY ACCESSIBLE OPEN SPACE EXHIBIT

File #: BL2021-649, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 2058 right-of-way south of Lebanon Pike and east of Rucker Avenue. (Proposal Number 2020M-022AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended, as follows:

Alley #2058 from Rucker Ave eastward to proposed alley closure, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.

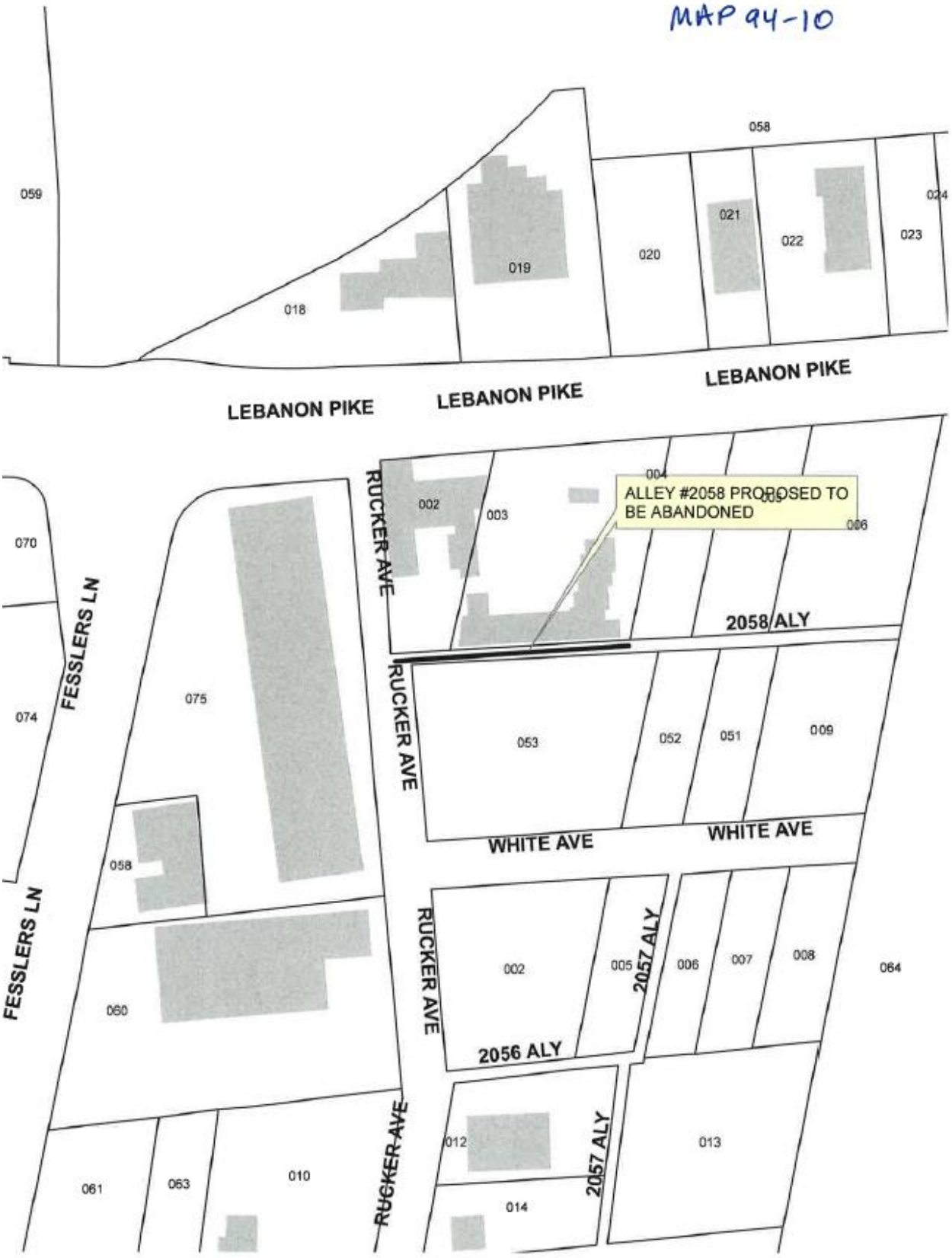
Analysis

This ordinance abandons Alley #2058 from Rucker Ave eastward. The abandonment has been requested by Dale and Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro will retain all utility easements located within the portion of the roadway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.


MAP 94-10
059
058
024
021
022
023
020
019
018
LEBANON PIKE
LEBANON PIKE
LEBANON PIKE
004
002
003
005
006
ALLEY #2058 PROPOSED TO BE ABANDONED
RUCKER AVE
2058 ALY
070
FESSLERS LN
075
074
053
052
051
009
RUCKER AVE
WHITE AVE
WHITE AVE
058
FESSLERS LN
060
002
005
2057 ALY
006
007
008
064
RUCKER AVE
2056 ALY
012
013
2057 ALY
061
063
010
RUCKER AVE
014

Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-18-20

Closure Type:

- ☐ Street
- ☒ Alley

Easements:

- ☒ Retain utilities
- ☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Alley # 2058
Street Name(s) / Alley Number(s)

At Lebanon Pike and Rucker Avenue
Street / Alley Located Between?

Reason for Closure:

R/W is not paved or being used by the public. Remainder of alley is being abandoned by Council bill BL 2020-539.

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☐ Property Owner ☒ Other: Project Mgmt. Consultant

Name: Don Kendall

Business: Development Management Group, LLC

Address: 4209 Gallatin Pike

City: Nashville State: TN Zip: 37216

Phone: (615) 227-5863 (615) 969-6489
(business) home business (mobile)

Fax: _____ _____
business home business mobile

E-mail: dkendall@dmgnashville.com

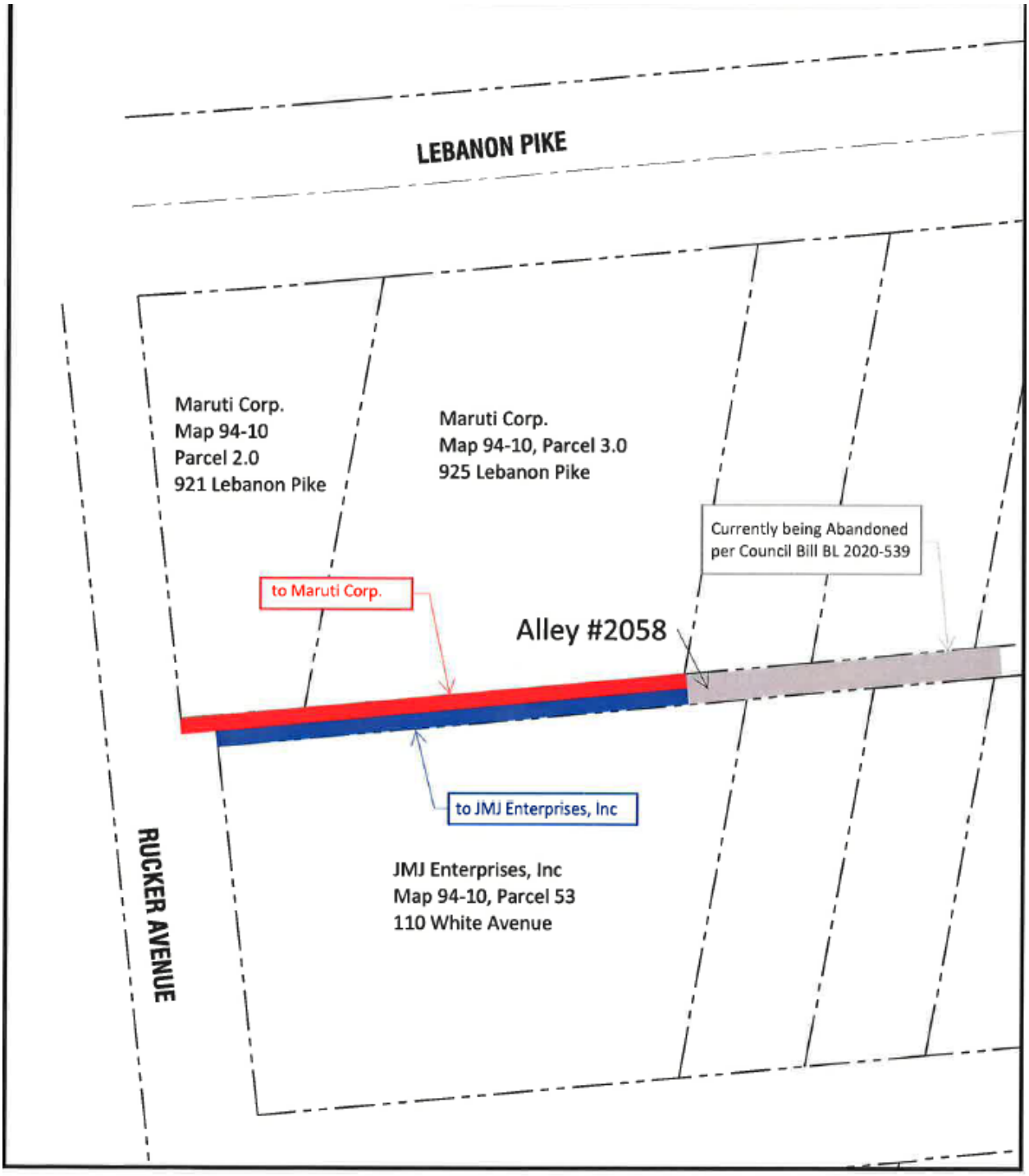
Applicant's Signature:

Filing Fee (All application fees are non-refundable)

Street / Alley Closure $300.00

Amount paid: $ 300

Accepted by: SC Date: 11-24-2020


LEBANON PIKE
Maruti Corp.
Map 94-10
Parcel 2.0
921 Lebanon Pike
Maruti Corp.
Map 94-10, Parcel 3.0
925 Lebanon Pike
Currently being Abandoned
per Council Bill BL 2020-539
to Maruti Corp.
Alley #2058
to JMJ Enterprises, Inc
JMJ Enterprises, Inc
Map 94-10, Parcel 53
110 White Avenue
RUCKER AVENUE

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Maruti Corp. Thakor Patel	921 Lebanon Pike	615-715-1958	94-10	2.0
Maruti Corp. Thakor Patel	925 Lebanon Pike	615-715-1958	94-10	3.0
JMJ Enterprises, Inc	110 White Avenue		94-10	53

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Maruti Corp.	921 Lebanon Pike		94-10	2.0
Maruti Corp.	925 Lebanon Pike		94-10	3.0
JMJ Enterprises, Inc MARY JAMES	110 White Avenue	615-482-3200	94-10	53

Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-650, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 142 right-of-way and easement from Lea Avenue to Drexel Street. (Proposal Number 2021M-001AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Ragan Smith, Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

Alley #142 from Lea Avenue southward to Drexel Street, between 7th Ave S and 8th Ave S, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

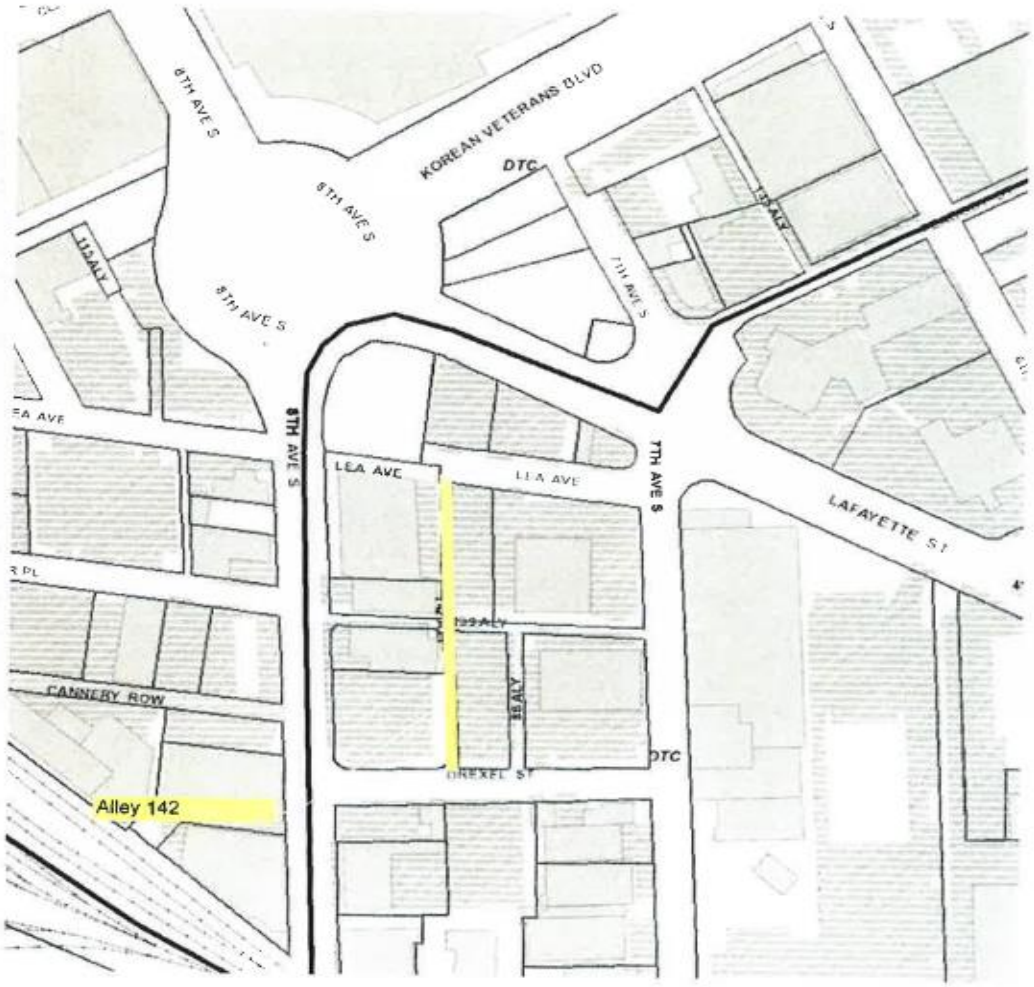
This ordinance Alley #142 from Lea Avenue southward to Drexel Street, between 7th Avenue South and 8th Avenue South. The abandonment has been requested by Ragan Smith Associates. Metro Public Works has determined there is no future need for this roadway for Metro purposes. This ordinance also abandons all utility easements.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

Proposal Number 2021M-001AB-001
Map: 93-10 & 93-14
Council District #19



P/O MAP 93-10,14

Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____ **Date Submitted:** 12-14-20
(MPW staff assigns project #)

Closure Type:
- ☐ Street
- X Alley

Easements:
- ☐ Retain utilities
- X Abandon utilities & relocate at applicant's expense

Street/Alley Location:
Alley 142
Street Name(s) / Alley Number(s)
Lea and Drexel
Street / Alley Located Between?

Reason for Closure:
Alley 142 is not being used by adjacent owners or for connectivity by the general public. This request is also in accordance with an approved MDHA and Planning concept plan for the area

Applicant: All correspondence will be mailed to the applicant.

☐ Architect X Engineer ☐ Property Owner ☐ Other: _____

Name: Brad Slayden
Business: Ragan Smith Associates
Address: 315 Woodland Street
City: Nashville State: TN Zip: 37206
Phone: 615-244-8591 _____
(business) home business mobile
Fax: _____ _____
business home business mobile
E-mail: bslayden@raganssmith.com
Applicant's Signature: [signature]

Filing Fee (All application fees are non-refundable)

Street / Alley Closure $300.00

Amount paid: $300.00
Accepted by: BC Date: 12-14-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
CIRCLE SOUTH HOLDINGS (TN), LLC	500 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310006000	
CIRCLE SOUTH HOLDINGS (TN), LLC	512 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005800	
CIRCLE SOUTH HOLDINGS (TN), LLC	711 LEA AVE NASHVILLE, TN 37203	615-338-8487	09310006100	
CIRCLE SOUTH RESIDENTIAL (TN) LLC	514 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09310005700	
CIRCLE SOUTH RESIDENTIAL (TN) LLC	522 8TH AVE S NASHVILLE, TN 37203	615-338-8487	09314059500	
CIRCLE SOUTH RESIDENTIAL (TN) LLC	706 DREXEL ST NASHVILLE, TN 37203	615-338-8487	09314020300	

CIRCLE SOUTH SUBDIVISION
FINAL PLAT
LOT 1
LOT 2
8TH AVENUE SOUTH
LAFAYETTE STREET
LEA AVENUE
RAGAN•SMITH

File #: BL2021-651, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning an Unnumbered Alley right-of-way and easement from the 6th Avenue South and Oak Street intersection southwestward. (Proposal Number 2020M-019AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Barge Cauthen and Associates, Inc, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

An Unnumbered Alley from the intersection of 6th Ave S and Oak Street southwestward to the Railroad right-of-way, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

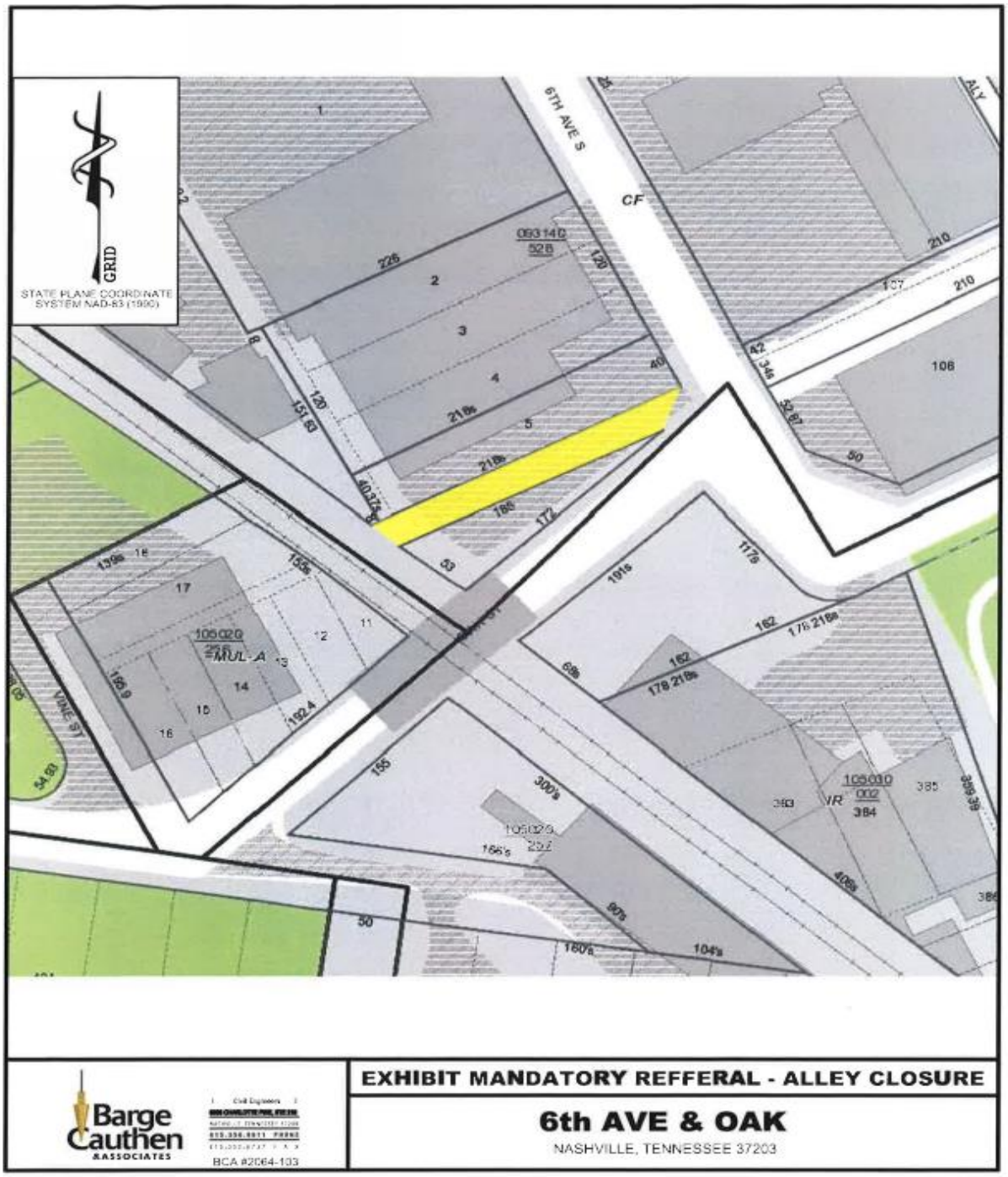
This ordinance abandons an unnumbered alley from the intersection of 6th Avenue South and Oak Street southwestward to the railroad right-of-way. The abandonment has been requested by Barge Cauthen and Associates, Inc. Metro Public Works has determined there is no future need for this roadway for Metro purposes. Metro will retain all utility easements located within the portion of the alleyway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and referred to the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

Proposal Number 2020M-019AB-001
Map: 93-14
Council District #17



Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____ **Date Submitted:** 11-5-20
(MPW staff assigns project #)

Closure Type:
- ☐ Street
- ☒ Alley

Easements:
- ☐ Retain utilities
- ☒ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Unnumbered unimproved alley
Street Name(s) / Alley Number(s)

Corner on 6th Street South and Oak Street. Located between Parcels 524 and 527
Street / Alley Located Between?

Reason for Closure:

Redevelopment and consolidation of parcles

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: John Gore

Business: Barge Cauthen & Associates, Inc.

Address: 6606 Charlotte Pike, Ste 210

City: Nashville State: Tn. Zip: 37209

Phone: (615) 324-4225 _____
business home business mobile

Fax: (615) 352-6737 _____
business home business mobile

E-mail: jgore@bargecauthen.com

Applicant's Signature: _____

Filing Fee **(All application fees are non-refundable)**

Street / Alley Closure $300.00

Amount paid: $ $300.00

Accepted by: BC Date: 11-5-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Nashville OZ Propco III, LLC Jason Schiffman	939 6th Ave S Nashville, TN 37203		93-14	527
Nashville OZ Propco III, LLC Jason Schiffman	941 6th Ave S Nashville, TN 37203		93-14	524

File #: BL2021-652, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water mains and easements, and to accept new public water mains, fire hydrant assemblies, and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered) (MWS Project No. 19-WL-126 and Proposal No. 2021M-004ES-001).

WHEREAS, the abandonment of approximately 489 linear feet of existing 36 inch water main (CI), approximately 151 linear feet of existing 30 inch water main (CI), approximately 231 linear feet of existing 16 inch water main (CI) and easements, and the acceptance of approximately 639 linear feet of new 36 inch water main (DIP), approximately 36 linear feet of new 16 inch water main (DIP), approximately 45 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered), are needed to construct project number 19-WL-126; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-004ES-001 on January 8, 2021, for the abandonment and acceptance of said water mains, fire hydrant assemblies and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 489 linear feet of existing 36 inch water main (CI), approximately 151 linear feet of existing 30 inch water main (CI), approximately 231 linear feet of existing 16 inch water main (CI) and easements, and to accept approximately 639 linear feet of new 36 inch water main (DIP), approximately 36 linear feet of new 16 inch water main (DIP), approximately 45 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered), as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
10506025700	715 Merritt Avenue
10506025600	Hagan Street (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons approximately 489 linear feet of existing 36 inch water main, 151 linear feet of existing 30 inch water main, 231 linear feet of existing 16 inch water main, and the associated easements, and accepts approximately 639 linear feet of new 36 inch water main, 36 linear feet of new 16 inch water main, 45 linear feet of new eight inch water main, two fire hydrant assemblies, and associated easements, for two properties located at 715 Merritt Avenue and Hagan Street (unnumbered). Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

640 Merrit
19WL0126

- Abandoned 36" Water Main...489 LF
- Abandoned 30" Water Main...151 LF
- Abandoned 16" Water Main...231 LF
- Abandoned Fire Hydrant Assembly...1 Unit
- Proposed 36" Water Main...639 LF
- Proposed 16" Water Main...36 LF
- Proposed 8" Water Main...45 LF
- Proposed Fire Hydrant Assemblies...2 Units

and easements

August 17, 2020 **CD 17**

Parcel IDs...10506025600 and 10506025700
Engineer...Fulmer Lucas
Christopher LeBeau, PE

---- CAUTION ----
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

10507052200
UNNUMBERED ALY
HAGAN ST
36" 092FB044
8" 18WL0128
17560
105-06-002
10506025500
10506025000
185 ALY
105-07-012
10507007600
10506025600
Not Connected for Clarity.
Proposed Fire Hydrant
MATCHLINE SEE SHEET C3.1
MATCHLINE SEE SHEET C3.2
105071C00300CO
Not Connected for Clarity.
10507007400
36"
Not Connected for Clarity.
105-06-004
Fire Hydrant Relocation
105-07-013
105-07-015
30" 151FB135
MERRITT AVE
Not Connected for Clarity.
10506026400
10506025700
105-07-018
10506034200
16" 092FB044
10507047300
10507047500
10507047600
105-07-019
1805 ALY
10507023900
105060R90000CO
105060R03700CO
105060R03200CO
105060R03600CO
105060R03500CO
105060R03300CO
105060R03100CO
105060R03000CO
105060R02600CO
105060R02500CO

1 inch = 50 feet

METRO WATER SERVICES

1243

Nashville / Davidson County Parcel Viewer



January 6, 2021

Ownership Parcels

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

Metro GIS; Pictometry International

Made by: Metro **1244**

File #: BL2021-653, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon a sanitary sewer main, adjust a sanitary sewer manhole, and to accept sanitary sewer main encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House (MWS Project No. 20-SL-191 and Proposal No. 2021M-003ES-001).

WHEREAS, the abandonment of approximately 40 linear feet of existing eight inch sanitary sewer main, the adjustment of a sanitary sewer manhole, and the acceptance of approximately 40 linear feet of new eight inch sanitary sewer main (PVC) encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House, are needed to construct project number 20-SL -191; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-003ES-001 on January 8, 2021, for the abandonment, adjustment and acceptance of said sanitary sewer mains and sanitary sewer manholes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 40 linear feet of existing eight inch sanitary sewer main, adjust a sanitary sewer manhole, and to accept approximately 40 linear feet of new eight inch sanitary sewer main (PVC) encased in concrete and one sanitary sewer manhole, for four properties located on 13th Avenue South, also known as AMEC Publishing House, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
10501007800	926 13th Avenue South
10501008400	912 13th Avenue South
10501008500	910 13th Avenue South
10501008600	900 13th Avenue South

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment, adjustment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons approximately 40 linear feet of existing eight inch sanitary sewer main, adjusts a sanitary sewer manhole, and accepts approximately 40 linear feet of new eight inch sanitary sewer main) encased in concrete and one sanitary sewer manhole pro properties located at 900, 910, 912, and 926 13th Avenue South, also known as AMEC Publishing House. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

Fiscal Note: There is no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

Vicinity Sketch
MWS Project No: 20SL0191

- - - - CAUTION - - - -
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

Existing downstream sanitary sewer line (approx.)

Existing downstream sanitary sewer line as shown in GIS.

Existing downstream sanitary sewer manhole (105-01-050)

Existing water mains as shown in GIS.

Existing water mains as shown in GIS

Existing downstream sanitary sewer line.

Existing upstream sanitary sewer line.

Proposed 8" Sanitary Sewer Line (PVC)...40 LF

Existing sanitary sewer manhole (105-01-051) to remain. New pipe invert will be lowered 1.80 ft.

Proposed 40 LF sanitary sewer line replacement.

Proposed manhole.

Existing upstream sanitary sewer line as shown in GIS.

Existing upstream sanitary sewer line.

105-01-050
105-01-051
105-01-049
36" 59WC0010
60S00046 10"
6"
6" 76WC022A
67S18(3) 10"

1 inch = 20 feet

METRO WATER SERVICES

AMEC Publishing
MWS Project No: 20SL0191
X — Abandon 8" Sanitary Sewer Line...40LF
Proposed 8" Sanitary Sewer Line (PVC)...40 LF
Proposed Sanitary Sewer Manholes...1 Unit
Adjust Sanitary Sewer Manhole... 1 Unit

December 14, 2020
Council District 17

Parcel ID... 10501007800
10501008400
10501008500
10501008600

Engineer...Barge Cauthen & Associates, Inc.
Anna Maddox, PE

1247

File #: BL2020-385, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), all of which is described herein (Proposal No. 2020NL-002-001).

Map & Parcel no. /Owner: Map 085-11, Parcel(s) 099, Doug Irwin
Application fee paid by: Emma Irwin
Requested by: Century 21 W. Main Realty
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), being Property Parcel No. 099 as designated on Map 085-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 085 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses shall be limited to general office and uses of RS15. Short term rental property - not owner-occupied shall be prohibited.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required: 1. Confirmation of Historic approval of materials for parking and signage shall be provided prior to building or sign permit issuance.

2. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, that this ordinance take effect immediately after its passage and such change

be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. BL2020 - 385

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by applying a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), all of which is described herein (Proposal No. 2020NL-002-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By applying a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), being Property Parcel No. 099 as designated on Map 085-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 085 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

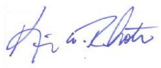
Section 3. Be it further enacted, that the uses shall be limited to general office and uses of RS15. Short term rental property – not owner-occupied shall be prohibited.

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Confirmation of Historic approval of materials for parking and signage shall be provided prior to building or sign permit issuance.
2. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

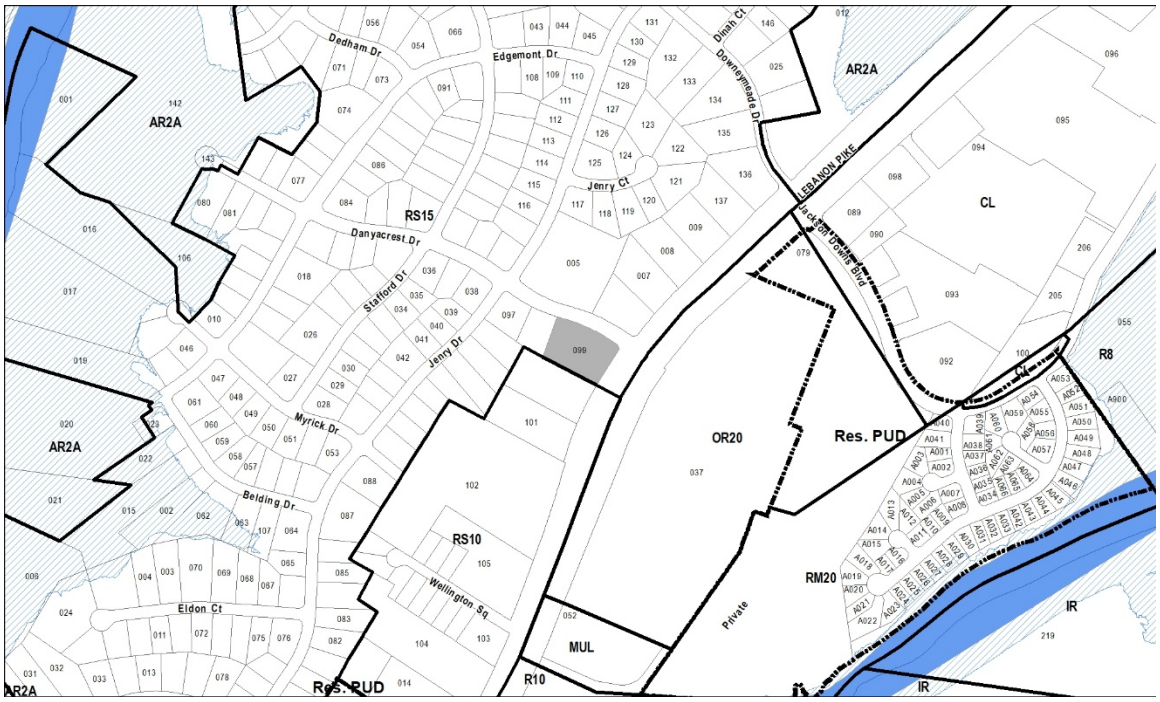
INTRODUCED BY:

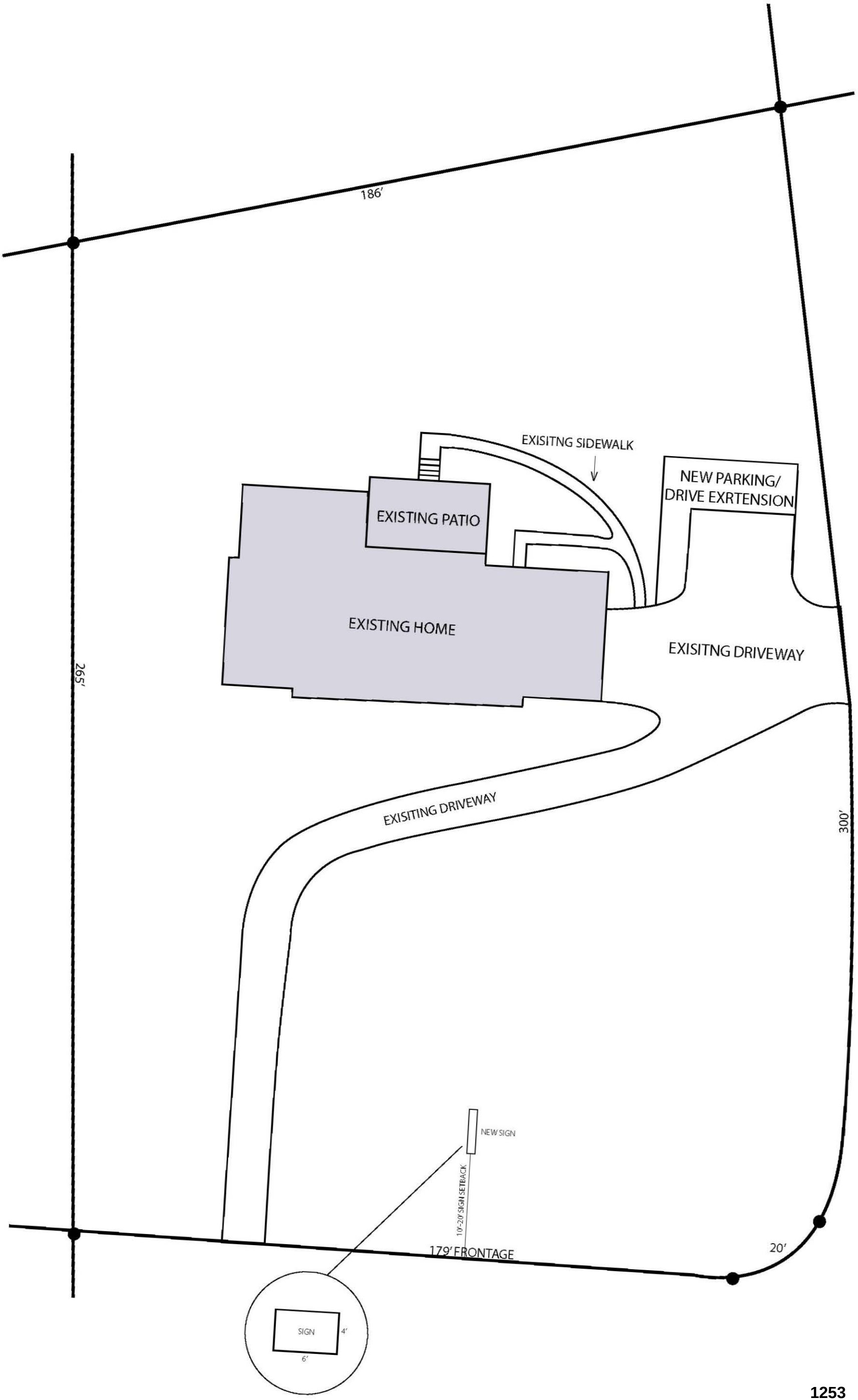


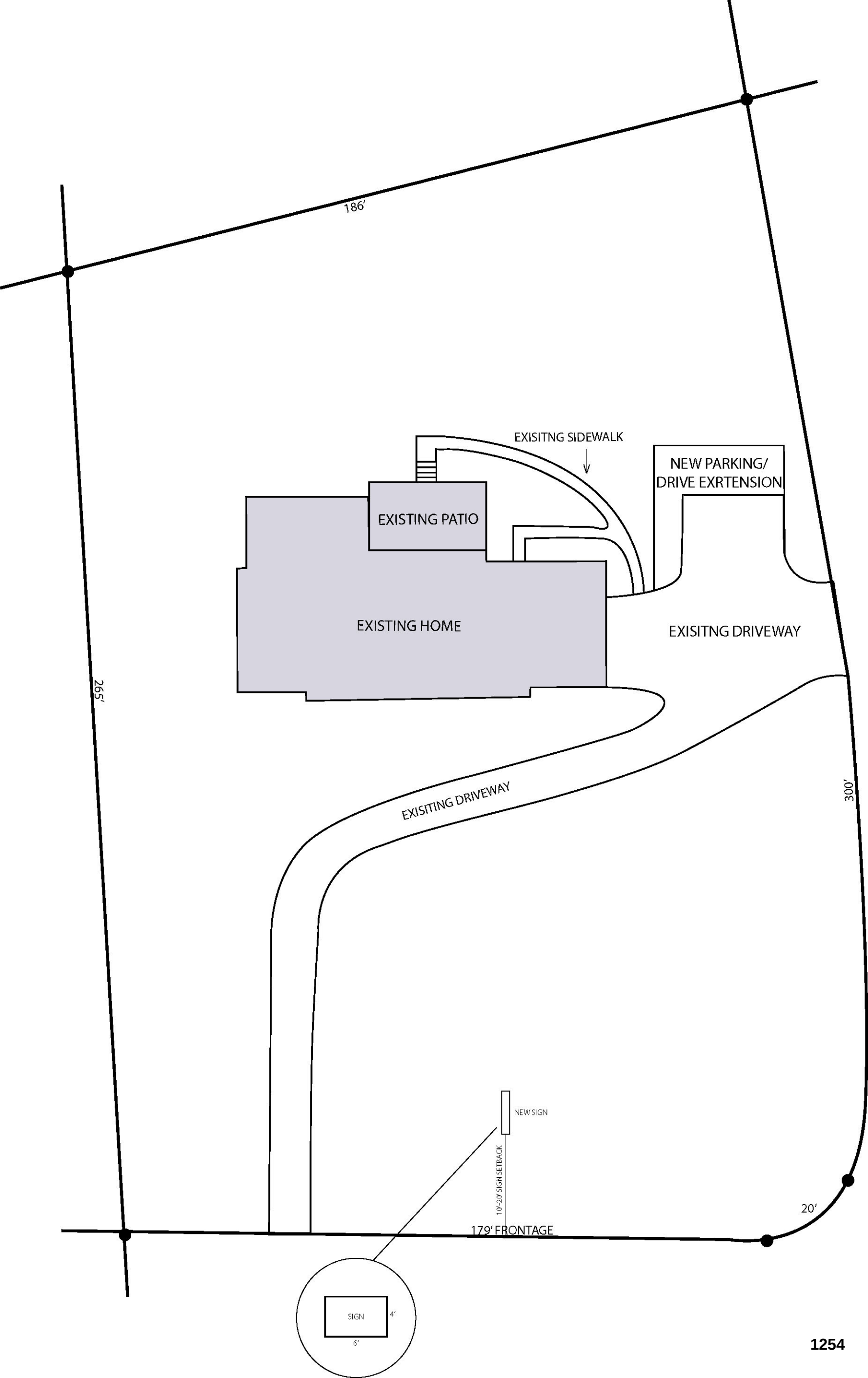
Councilmember Kevin Rhoten

2020NL-002-001
Map 085-11, Parcel(s) 099
Subarea 14, Donelson - Hermitage - Old Hickory
District 14 (Rhoten)
Application fee paid by: Emma Irwin

A request to apply a Neighborhood Landmark Overlay District for property located at 3060 Lebanon Pike, at the southwest corner of Danyacrest Drive and Lebanon Pike, zoned RS15 (1.34 acres), requested by Century 21 W. Main Realty, applicant; Doug Irwin, owner.




186'
265'
EXISITNG SIDEWALK
NEW PARKING/
DRIVE EXRTENSION
EXISTING PATIO
EXISTING HOME
EXISITNG DRIVEWAY
EXISITING DRIVEWAY
300'
NEW SIGN
10'-20' SIGN SETBACK
179' FRONTAGE
20'
SIGN
4'
6'


186'
EXISITNG SIDEWALK
NEW PARKING/
DRIVE EXRTENSION
EXISTING PATIO
EXISTING HOME
EXISITNG DRIVEWAY
265'
EXISITING DRIVEWAY
300'
NEW SIGN
10'-20' SIGN SETBACK
20'
179' FRONTAGE
SIGN
4'
6'

File #: BL2020-529, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

Map 117-14, Part of Parcel(s) 148, Green Hills Court GP
Application fee paid by: Michael E Twomey
Requested by: Dale and Associates
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, being Part of Property Parcel No. 148 as designated on Map 117-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 117 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to Animal boarding facility, kennel, and all uses of SCR

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. With the final site plan and building permit submittal, the applicant shall identify noise mitigation construction materials and features of the building design.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits
4. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the SCR zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. __BL2020 - 529___

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 17 of the Code of Laws of The Metropolitan Government of Nashville and Davidson County, is hereby amended by changing the Official Zoning Map for Metropolitan Nashville and Davidson County, which is made a part of Title 17 by reference, as follows:

By changing from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, being Part of Property Parcel No. 148 as designated on Map 117-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 117 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to Animal boarding facility, kennel, and all uses of SCR

Section 4. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. With the final site plan and building permit submittal, the applicant shall identify noise mitigation construction materials and features of the building design.

2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits
4. Comply with all conditions and requirements of Metro reviewing agencies.

Section 5. Be it further enacted, a corrected copy of the preliminary SP plan incorporating the conditions of approval by Metro Council shall be provided to the Planning Department prior to or with final site plan application.

Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the objectives of the approved plan. Modifications shall not be permitted, except through an ordinance approved by Metro Council that increase the permitted density or floor area, add uses not otherwise permitted, eliminate specific conditions or requirements contained in the plan as adopted through this enacting ordinance, or add vehicular access points not currently present or approved.

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the SCR zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

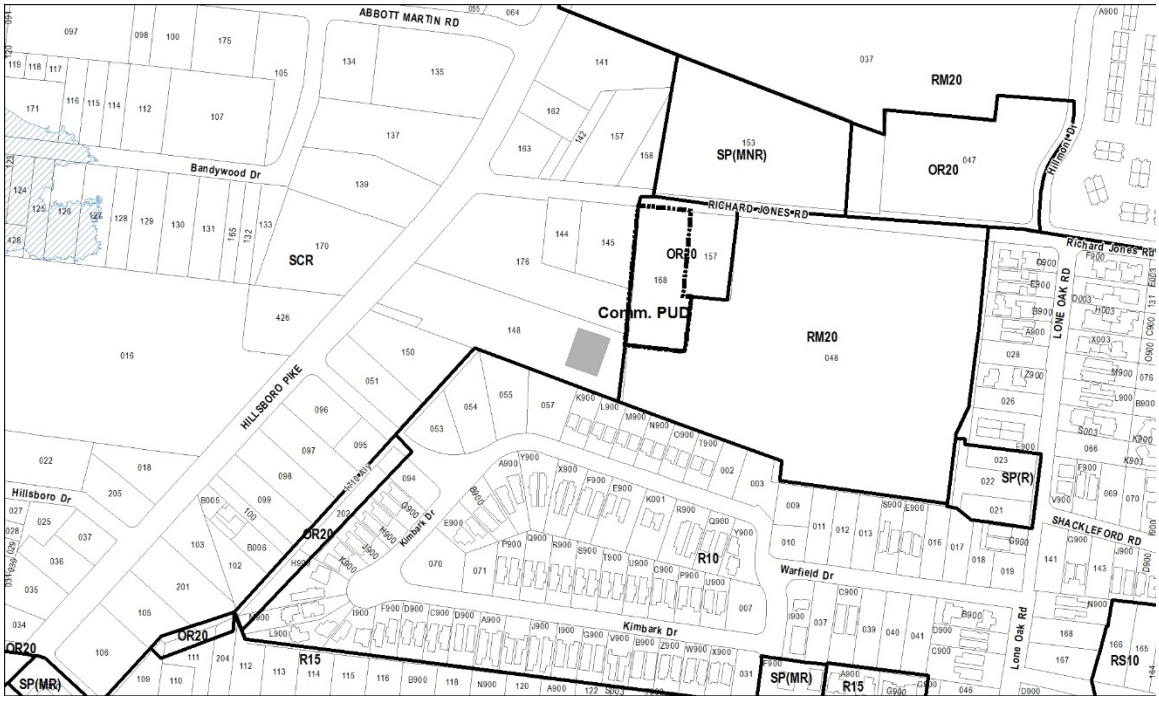
INTRODUCED BY:



Councilmember Russ Pulley

2020SP-031-001
DOGTOPIA - GREEN HILLS
Map 117-14, Part of Parcel(s) 148, Green Hills Court GP
Application fee paid by: Michael E Twomey
Subarea 10, Green Hills - Midtown
District 25 (Pulley)
Application fee paid by: Michael E Twomey

A request to rezone from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, requested by Dale and Associates, applicant; Green Hills Court GP, owner.



Dogtopia – Green Hills Specific Plan (SP)

Development Summary	
SP Name	Dogtopia – Green Hills
SP Number	2020SP-031-001
Council District	25
Map & Parcel	Map 117-14 Parcel 148

Site Data Table	
Site Data	5800 sq ft.
Existing Zoning	SCR
Proposed Zoning	SP
Allowable Land Uses	All uses per SCR and also "Dog Kennel" and "Animal Boarding Facility'

Specific Plan (SP) Standards

1. All existing SCR regulations and uses still apply. This SP simply adds the uses of "Dog Kennel" and "Animal Boarding Facility".

Dogtopia – Green Hills Specific Plan (SP)

Development Summary	
SP Name	Dogtopia – Green Hills
SP Number	2020SP-031-001
Council District	25
Map & Parcel	Map 117-14 Parcel 148

Site Data Table	
Site Data	5800 sq ft.
Existing Zoning	SCR
Proposed Zoning	SP
Allowable Land Uses	All uses per SCR and also "Dog Kennel" and "Animal Boarding Facility'

Specific Plan (SP) Standards

1. All existing SCR regulations and uses still apply. This SP simply adds the uses of "Dog Kennel" and "Animal Boarding Facility".

File #: BL2020-553, **Version:** 3

An ordinance to require a resolution of the Metropolitan Council prior to discontinuing operations at the J.B. Knowles Home Assisted Living Facility.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that the important care currently being provided at the J.B. Knowles Home Assisted Living Facility continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. "So long as there is a successful bidder pursuant to Metro's public procurement process, or a current qualified operator willing to provide services in exchange for funding no greater than the most recent budgeted subsidy, all assisted living services being provided to patients and residents at the J.B. Knowles Home Assisted Living Facility shall be continued unless the elimination of such assisted living services is approved by the Metropolitan Council by a resolution receiving twenty-one (21) affirmative votes. Likewise, no wind down or other processes or preparations intended to prepare the facility for closure shall occur until 30 days after the affirmative Council vote.

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to residents and their families in accordance with applicable state law.

Section 3. While it is the intent of the Metropolitan Council that the J.B. Knowles Home Assisted Living Facility operate on the revenues by the assisted living services provided with no subsidy from the Metropolitan

Government's general fund, the Council intends to continue to provide a subsidy sufficient to bring per-patient revenue for Davidson County residents living at Knowles Home in line with per-patient revenue at comparable non-profit assisted living facilities in Davidson County until a long term plan is reviewed and approved by the Council.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance, as substituted, would require all assisted living services being provided to patients and residents at the J.B. Knowles Home Assisted Living Facility to be continued unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving 21 affirmative votes, so long as there is a successful bidder pursuant to Metro's public procurement process or a current qualified operator is willing to provide services in exchange for funding no greater than the most recent budgeted subsidy. Likewise, no wind down or other processes or preparations intended to prepare this facility for closure could occur until 30 days after the affirmative Council vote. The ordinance further provides that, while the Council intends the services provided by the facility to be continued with no subsidy, the Council intends to continue a subsidy sufficient to bring per-patient revenue for Davidson County residents living at Knowles Home in line with per-patient revenue at comparable non-profit assisted living facilities in Davidson County until a long term plan is reviewed and approved by the Council.

The Knowles Home Assisted Living and Adult Day Services facility is currently operated by Anthemcare Tennessee LLC under a contract with Metro. The Anthemcare contract was entered into in June of 2018 for a two year period, but the contract was extended in 2020 for one year with a new expiration date of June 14, 2021.

SECOND SUBSTITUTE ORDINANCE NO. BL2020-553

An ordinance to require a resolution of the Metropolitan Council ~~30 days~~ prior to discontinuing operations at ~~the Bordeaux Long Term Care Facility,~~ the J.B. Knowles Home Assisted Living Facility~~, or Nashville General Hospital~~.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the ~~Bordeaux Long Term Care Facility have provided care to important, yet aged and infirm residents for decades~~ sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, ~~some would allow short term financial expediency to replace our bounded duty to provide care to the current residents of these Metro owned facilities~~ Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, ~~the relocation of residents and patients with preexisting conditions during a pandemic is at best ill-advised, and at worst places each patient and resident at significant risk of an adverse health outcome, or even death~~ no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, ~~the relocation of patients and residents from long term care facilities is well known to result in transfer trauma to said patients and residents even in the best of times and under the most carefully planned and coordinated circumstances~~ the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

~~WHEREAS, in addition, the circumstances at the Bordeaux Long Term Care Facility have highlighted the need for continuation of the care provided by the J.B. Knowles Home Assisted Living Facility and Nashville General Hospital; and~~

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that the important care currently being provided ~~to citizen of Nashville at the Bordeaux Long Term Care Facility should continue uninterrupted until the SARS-CoV-2 pandemic has subsided and a safe and humane plan for relocation of patients and residents to other locations is reviewed and approved by Council. Further, care provided~~ at the J.B. Knowles Home Assisted Living Facility continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council ~~and Nashville General Hospital should be reviewed and approved by Council prior to any actions that would interrupt care at either institution~~.

NOW THEREFORE BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. "So long as there is a successful bidder pursuant to Metro's public procurement process, or a current qualified operator willing to provide services in exchange for funding no greater than the most recent budgeted subsidy, ~~A~~all ~~care~~ assisted living services being provided to patients and residents at the ~~Bordeaux Long Term Care Facility,~~ J.B. Knowles Home Assisted Living Facility~~, or Nashville General Hospital as of December 31, 2019,~~ shall be continued ~~more~~

~~or less as the same was occurring on December 31, 2019~~ unless the elimination of such assisted living services is approved by the Metropolitan Council by a resolution receiving twenty-one (21) affirmative votes~~, after a public hearing~~. Likewise, no wind down or other processes or preparations intended to prepare ~~one of these facilities~~ the facility for closure shall occur until 30 days after the ~~public hearing and~~ affirmative Council vote.

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to ~~patients and~~ residents~~,~~ and their families ~~at least 30 days prior to the public hearing~~ in accordance with applicable state law.

Section 3. While it is the intent of the Metropolitan Council that ~~the Bordeaux Long Term Care Facility,~~ the J.B. Knowles Home Assisted Living Facility~~, and Nashville General Hospital~~ operate on the revenues generated ~~by such functions at no cost to the general government, in the event that revenues generated at one of these institutions are insufficient for the operation and maintenance of the facilities until a closure plan is approved by Council, the Council intends to appropriate the necessary funds to cover any shortfall~~ by the assisted living services provided with no subsidy from the Metropolitan Government's general fund, the Council intends to continue to provide a subsidy sufficient to bring per-patient revenue for Davidson County residents living at Knowles Home in line with per-patient revenue at comparable non-profit assisted living facilities in Davidson County until a long term plan is reviewed and approved by the Council.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kyonzté Toombs
Ginny Welsch
Members of Council

File #: BL2021-613, **Version:** 1

An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Lightwave Solar, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant.

WHEREAS, renewable energy sources are inexhaustible, and free of climate-warming pollution that is harmful to human and environmental health; and,

WHEREAS, Metropolitan Code of Laws Section 2.32.080 sets forth renewable energy portfolio standards to power Metro General Government operations, with the Metropolitan Government required to utilize 35% tier-one renewable energy sources by 2025, 2.45% of which must be derived from solar, and by 2041 to utilize 100% tier-one renewable energy, 10% of which must be from solar; and,

WHERESAS, Metro Water Services desires to enter into a contract with Lightwave Solar, LLC for the design, construction, operation, management, and administration services of three (3) solar facilities, the ("System"), located at Metro Water Services' Central Plant, Whites Creek Plant and Omohundro Plant; and,

WHEREAS, the term of the agreement is thirty (30) years, calculated from the date at which Lightwave gives MWS written notice that the System is mechanically complete and capable of providing energy to the delivery point; and,

WHEREAS, in order to construct the System, pursuant to the contact, Metro must agree to lease a portion of the premises where the System will be located to Lightwave ("Site Lease Agreement"); and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County that this contract be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and Lightwave Solar, LLC for the design, construction, operation, management, and administrative services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Director of Public Property Administration, or his designee, is authorized to execute the Site Lease Agreement, attached hereto as Exhibit A, Section 5, and incorporated herein, in the form attached hereto or in substantially similar form.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance approves a contract between Metro Water Services (MWS) and Lightwave Solar, LLC ("Lightwave") for photovoltaic solar facilities located at the Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant, and Omohundro Water Treatment Plant. The agreement is in furtherance of the Council's approval of Ordinance No. BL2019-1600, which in part requires Metro to utilize 35% tier-one renewable energy sources by 2025, 2.45% of which must be derived from solar, and to utilize 100% tier-one renewable energy by 2041, 10% of which must be from solar.

Lightwave was selected through a request for proposals process to design, construct, and maintain solar arrays at the three MWS facilities (the "System"). The term of the agreement is for 30 years commencing from the date the System in energized, which is anticipated to be December 31, 2021. Lightwave will remain the owner of the System and will provide to MWS all of the electrical energy generated by the System during term of the agreement. MWS will be responsible for delivering any electric energy generated by the System that is in excess of the MWS facility's requirements to Nashville Electric Service.

MWS will make monthly payments to Lightwave in the amount of $31,090.99 throughout the term of the agreement. Metro can terminate the agreement for any reason with 90 days written notice and upon the payment of a termination fee, which is calculated as the sum of (1) a percentage of the System value after depreciation, (2) the net present value of the remaining monthly payments, and (3) the costs of removal. If Lightwave terminates the agreement early, Metro will be entitled to a termination payment consisting of the net present value of the expected cost of the electricity that is in excess of the monthly fee.

MWS cannot make alterations to the System that could adversely affect operation of the System without Lightwave's consent. MWS can be "off line" up to 48 daylight hours per year without penalty. Being off line for more than 48 hours in a year will require MWS to reimburse Lightwave for lost environmental incentives or lost sales. MWS will have the option to purchase the System at fair market value at the end of the 6th, 15th, 20th, and 25th contract year.

This ordinance also approves a site lease for the solar array areas for the duration of the solar energy agreement with Lightwave.

Future amendments to the agreement may be approved by resolution.

Fiscal Note: Metro Water Services will pay $31,090.00 monthly from Fund #65560210, Business Unit #67331, under the terms of this agreement.

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ORDINANCE NO. BL2021-613

An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Lightwave Solar, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant.

WHEREAS, renewable energy sources are inexhaustible, and free of climate-warming pollution that is harmful to human and environmental health; and,

WHEREAS, Metropolitan Code of Laws Section 2.32.080 sets forth renewable energy portfolio standards to power Metro General Government operations, with the Metropolitan Government required to utilize 35% tier-one renewable energy sources by 2025, 2.45% of which must be derived from solar, and by 2041 to utilize 100% tier-one renewable energy, 10% of which must be from solar; and,

WHERESAS, Metro Water Services desires to enter into a contract with Lightwave Solar, LLC for the design, construction, operation, management, and administration services of three (3) solar facilities, the ("System"), located at Metro Water Services' Central Plant, Whites Creek Plant and Omohundro Plant; and,

WHEREAS, the term of the agreement is thirty (30) years, calculated from the date at which Lightwave gives MWS written notice that the System is mechanically complete and capable of providing energy to the delivery point; and,

WHEREAS, in order to construct the System, pursuant to the contact, Metro must agree to lease a portion of the premises where the System will be located to Lightwave ("Site Lease Agreement"); and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

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Section 1. That the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and Lightwave Solar, LLC for the design, construction, operation, management, and administrative services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

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RECOMMENDED BY:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

Trael Webb

Trael Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Kevin Crumbo/tlo

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

INTRODUCED BY:

Council Member(s)

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Contract Abstract

Contract Information

MAL

Contract & Solicitation Title: Solar Energy Management System for Metro Water Services

Contract Summary: Design, finance, install, own, operate, and maintain solar arrays on three (3) Metro Water Services' (MWS) properties.

Contract Number: 6486558 Solicitation Number: 88160 Requisition Number: 4020508

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 11/18/2020 Estimated Expiration Date: 11/17/2025 Contract Term: 60months

Estimated Contract Life Value: $11,192,756.40. Fund: 65560210 BU: 67331

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Michelle Lane BAO Staff: Jerval Watson

Procuring Department: **Metro Water Services** Department(s) Served: **Metro Water Services**

Prime Contractor Information

Prime Contracting Firm: Lightwave Solar LLC. ISN#: 9943

Address: 3026 Owen Drive, STE 104, City: Antioch State: TN Zip: 37013

Prime Contractor is a Uncertified/Unapproved: SBE [ ] SDV [ ] MBE [X] WBE [ ] (select/check if applicable)

Prime Company Contact: Jon Paul Plumlee Email Address: jplumlee@lightwavesolar.com Phone #: (615) 641-4050

Prime Contractor Signatory: ckoczaja@lightwavesolar.com **Email Address:** **ckoczaja@lightwavesolar.com**

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: NA Percent, if applicable: NA

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: NA Percent, if applicable: NA

Federal Disadvantaged Business Enterprise:

No Amount: NA Percent, if applicable: NA

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Lighwave Solar INC	X		$0.07	Awarded
Ameresco			$1.00	Evaluated but not selected
Entegrity			$0.05	Evaluated but not selected

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Inman			$75.00	Evaluated but not selected
Silicon Ranch			$0.09	Evaluated but not selected

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SOLAR GOODS AND SERVICES CONTRACT

1.1. Heading

This contract (the "Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and [**LightWave Solar, LLC**, a Tennessee limited liability company] ("CONTRACTOR") located at 3026 Owen Drive, STE 104, Antioch, TN 37013. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including the Solar Services Agreement" (hereinafter, "Exhibit A")***
- ***The solicitation documentation for RFQ# 88160 and affidavit(s)(all made a part of this contract by reference), with the following changes:***

    - "Grounds with the fenced perimeter shall be maintained to the satisfaction of MWS" shall be changed to "Contractor will maintain grounds within the fence to prevent vegetation from growing through the panels of the array and below the leading edge of the array."
    - "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider. The associated costs shall be included in the system design as expressed in Exhibit – C" shall be changed to "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider, unless such replacement, repairs or associated costs are the result of MWS' negligence or Metro's default under this Contract. The associated costs shall be included in the system design as expressed in Exhibit – C."
    - "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS." Shall be changed to "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS, provided the information is available in the data logger for MWS to integrate into their monitoring."
    - "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS." Shall be changed to "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS. The performance guaranty calculation shall include a provision such that MWS be paid only for production underperformance on a cumulative basis."

- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Equal Business Opportunity (EBO) Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. This is a Contract for goods and services pursuant to which CONTRACTOR shall provide design, construction, operation, management, and administration services related to a photovoltaic solar facility located at a METRO facility pursuant to the terms of the Solar Services Agreement, attached hereto as Exhibit A, the provisions of which shall be made a part of this contract by this reference. This Contract is not an agreement for the per kWh sale of electrical energy.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end thirty (30) years from the date the system is energized.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $11,192,756.40. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid monthly after the system is energized and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make payments within 30 days of receipt of invoice. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 30 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the provision of the products and/or services as described in Exhibit A – Solar Services Agreement.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation; METRO shall provide CONTRACTOR with the Contract Number in writing promptly upon assignment. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be

determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner the obligations under this Contract or if either party should violate any of the terms of this Contract or the terms contained in Exhibit A, the other party shall be entitled to such remedies (and subject to the cure periods) as further described in Exhibit A.

5.2. Lack of Funding; Notice

METRO may terminate this Contract at its discretion, whether funding for this Contract is discontinued or for any other reason by providing 90 days written notice to CONTRACTOR and:

i) if prior to the commencement of construction, paying to CONTRACTOR documented amounts incurred by CONTRACTOR for the provision of services pursuant to this Contract (including materials procured in good faith) prior to receipt of notice of termination from METRO and without further liability for costs or damages; OR

ii) if after the commencement of construction, paying to CONTRACTOR the Site Host Termination Payment described in Section 13(b)(iii) of Exhibit A and without further liability for costs or damages.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the

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Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

Prior to, during initial construction, and until completion of construction of the project, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect, the types and amounts of insurance identified below. After completion of construction of the project, insurance requirements shall be governed by the provisions of Exhibit A. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

7.2. Products Liability Insurance

Not Applicable

7.3. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Technological Errors and Omissions Liability Insurance

In the amount of one-million ($1,000,000.00) dollars.

7.7. Cyber Liability Insurance

Not Applicable

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that

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includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO. CONTRACTOR shall not be responsible for any taxes that are imposed on METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective

goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as " sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable,

CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,

- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

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8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal

standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, and costs for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, and costs arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

METRO shall indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from, to the fullest extent permitted by applicable law:

A. Any claims, damages, and costs, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of METRO, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, and costs arising from any failure of METRO, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws.

8.21. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Notwithstanding the above, CONTRACTOR may assign this Contract in connection with the financing of the solar System pursuant to Section 19 of Exhibit A, provided that CONTRACTOR shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of CONTRACTOR's obligations hereunder by the assignee.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION

730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment.To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request except as otherwise provided in this Contract.

8.22. Entire Contract

This Contract, together with its exhibits, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.23. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.24. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.25. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.26. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[EXHIBIT A: FORM OF SOLAR SERVICES AGREEMENT FOLLOWS]

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EXHIBIT A
To Goods and Services Contract

SOLAR SERVICES AGREEMENT

[See Attached]

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Contract Number 6486558

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attention: Chris Koczaja

Address: 3026 Owen Drive Suite 104, Antioch, TN 37013

Telephone: +1-615-641-4050

Fax: +1-615-641-2219

E-mail: ckoczaja@lightwavesolar.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: N/A

Attention: N/A

Address: N/A

E-mail: N/A

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Contract Number 6486558

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Scott Potter
Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane
Purchasing Agent

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

kevin Crumbo/tlo
Director of Finance

TE
OMB

SH
BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Metropolitan Attorney

BC
Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

CONTRACTOR:

LightWave Solar, LLC
Company Name

Chris Koczaja
Signature of Company's Contracting Officer

Chris Koczaja
Officer's Name

CEO
Officer's Title

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EXHIBIT A
to Goods and Services Agreement

This **SOLAR SERVICES AGREEMENT** (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

"Site Host":		**"Service Provider":**	
Name and Address	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	**Name and Address**	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	None	**Phone**	(615) 641-4050
Fax	None	**Fax**	(615) 641-2219
E-mail	None	**E-mail**	ckoczaja@lightwavesolar.com
Premises Ownership	Site Host [X] owns [_] leases the Premises. List Premises Owner, if different from Site Host: N/A	**Additional Service Provider Information**	

This Agreement sets forth the terms and conditions of the design, construction, operation, management, and administration services related to a photovoltaic solar facility as described in **Section 2** (the "**System**") and installed at the Site Host's real property located at the System Location identified in Section 2 (the "**Premises**") and/or the Site Host's facilities, buildings, and improvements described in **Section 2** (if applicable, the "**Facility").**

The exhibits listed below are incorporated by reference and made part of this Agreement.

Section 1	Basic Terms and Conditions
Section 2	System Description
Section 3	[Reserved]
Section 4	General Terms and Conditions
Section 5	Form of Site Lease
Section 6	Form of Memorandum of Lease
Section 7	Form of Performance Guaranty

Site Host:
Metropolitan Government of Nashville and Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Service Provider:
LightWave Solar, LLC

Signature: Chris Koczaja

Printed Name: Chris Koczaja

Title: CEO

Date: 1/11/2021 | 12:17 PM CST

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Approved as to Availabiliy of Funds (Site Host)

Signature: Kevin Crumbo/tlo

Printed Name: Kevin Crumbo/tlo

Title: Director of Finance

Date: 1/11/2021 | 1:05 PM CST

Approved as to Form and Legality (Site Host)

Signature: Tara Ladd

Printed Name: Tara Ladd

Title: Assistant Metropolitan Attorney

Date: 1/11/2021 | 11:06 AM PST

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Section 1 – Solar Services Agreement:
Basic Terms and Conditions

1. **Term:** Thirty (30) years, beginning on the Commercial Operation Date.

2. **Additional Terms:** By mutual written agreement of the Parties.

3. **Environmental Incentives and Environment Attributes:** Accrue to Service Provider.

4. **Monthly Fee:** Each Monthly Fee payment is due on the monthly anniversary date of the Commercial Operation Date, .

Contract Years	$/month
1-30	$31,090.99

5. **Condition Satisfaction Date:** September 30, 2021

6. **Anticipated Commercial Operation Date: December 31**, 2021

7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of $0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. **Site Host Options to Purchase System**. [_] None [X] or as set forth in Section 16(b).

9. **Outside Commercial Operation Date: June 30, 2022.**

10. **System Installation**:

Includes:	• Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties; • Performance Guaranty; • Tree removal in accordance with all ordinances and permit requirements.
Excludes:	• Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); • Upgrades or repair to the Facility or utility electrical infrastructure.

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Section 2 – Solar Services Agreement
System Description

1. **System Location ("Premises"):**

   a. Site 1: Central Location: 1700 3rd Ave N, Nashville TN 37208

   b. Site 2: Omohundro Location: 1427 Lebanon Pk, Nashville TN 37210

   c. Site 3: White's Creek Location: 1360 County Hospital Rd, Nashville TN 37218

2. **System Size (DC kW):**

   a. Site 1: 554.32 DC kW

   b. Site 2: 2,507.97 DC kW

   c. Site 3: 946.28 DC kW

3. **Expected First Year Energy Production (kWh):**

   a. Site 1: 751,028 kWh

   b. Site 2: 3,411,278 kWh

   c. Site 3: 1,339,322 kWh

4. **Expected Structure for all sites: [X]** Ground Mount [_] Roof Mount [_] Parking Structure [_] Other

5. **Utility:** Nashville Electric Service for all sites

6. **System Layout:** See below:

   Site 1: Central WWTP

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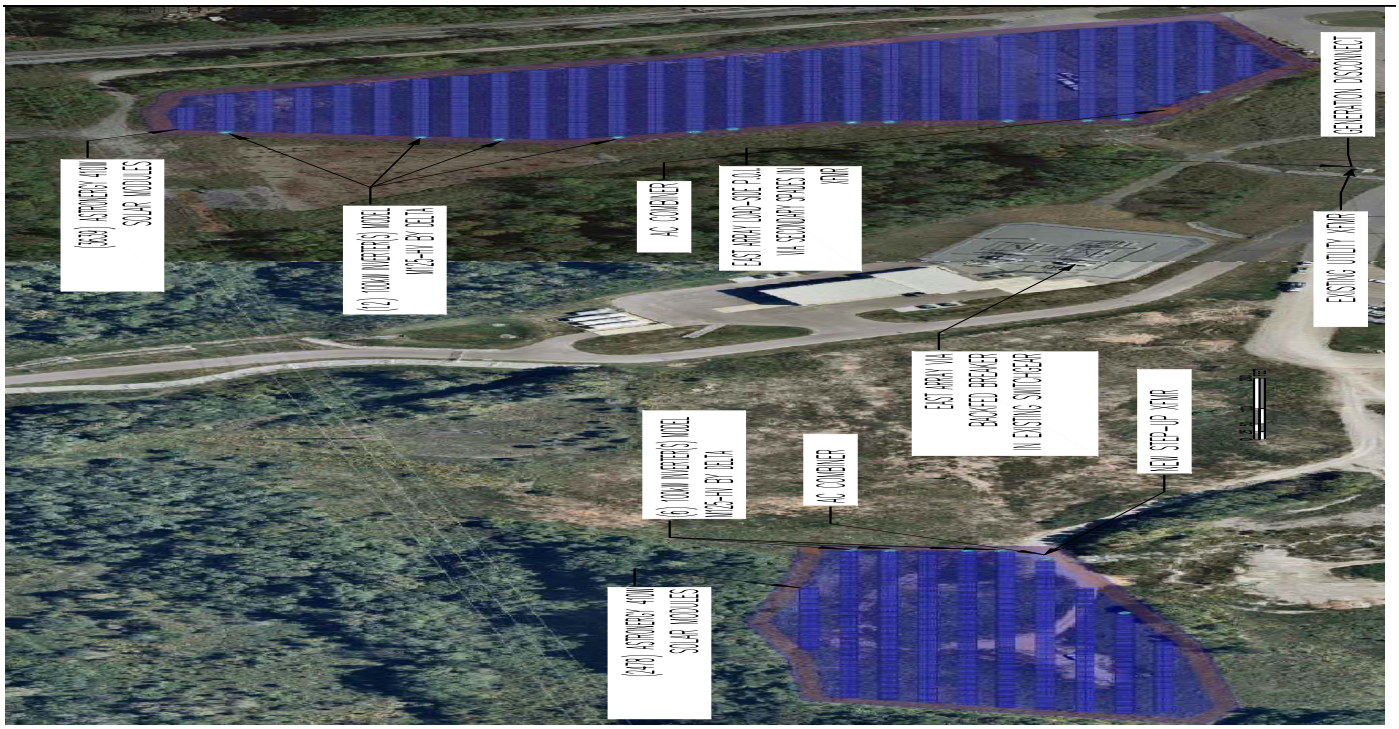
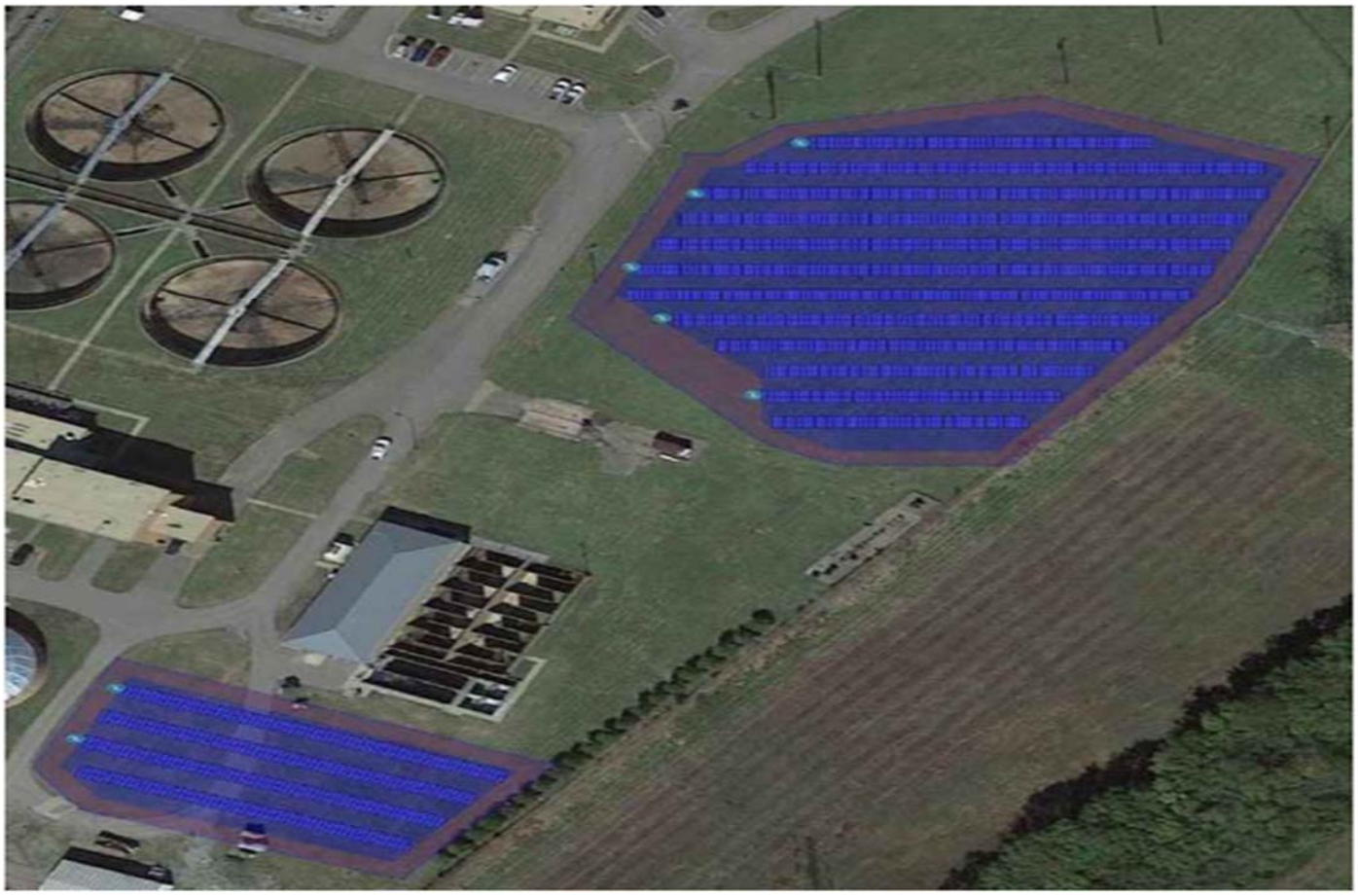
Site 2: Omohundro South



Site 3: Whites Creek WWTP



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Section 2 – Solar Services Agreement
Attachment A:
Facility Layout

"Facility" shall mean the facilities, buildings and/or improvements located at the Premises and identified below:

a. Site 1: Central WWTP Facility Location: 1700 3rd Ave N, Nashville TN 37208:



b. Site 2: Omohundro South Facility Location: 1427 Lebanon Pk, Nashville TN 37210

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c. Site 3: White's Creek WWTP Facility Location: 1360 County Hospital Rd, Nashville TN 37218



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Section 3

[RESERVED]

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Section 4 - Solar Services Agreement
General Terms and Conditions

1. **Definitions and Interpretation**: Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Solar Services.** Service Provider agrees to provide the following services pursuant to this Agreement: i) design, engineer, permit, procure, install, construct and commission the System (described further in Exhibit 2 to this Agreement) on the Premises, ii) operate, maintain, and administer the System at all times during the Term, and iii) provide to Site Host all of the electrical energy generated by the System during the Term (the "**Solar Services**") to Site Host, and Site Host agrees to accept the Services from the Service Provider.

3. **Term**. The term ("**Term**") of this Agreement shall commence on the date Service Provider gives Site Host written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point (the "**Commercial Operation Date**") and continue**,** unless earlier terminated as provided for in this Agreement, until the end of the period stated in **Exhibit 1** to this Agreement

4. **Monthly Fee, Payment Terms and Taxes**.

a. **Monthly Fee.** Site Host shall pay Service Provider for the performance of the Solar Services at the rate and intervals shown in **Exhibit 1** ("**Monthly Fee**").

b. **Monthly Invoices.** For the convenience of Site Host only, Service Provider may invoice Site Host monthly, stating (i) the Monthly Fee due, (ii) any additional charges incurred by Site Host under this Agreement and (iii) the total amount due from Site Host. Site Host's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Service Provider to issue an invoice or any inaccuracy in any invoice.

c. **Taxes.** Site Host is a tax-exempt governmental entity and will provide evidence of its certification of tax exempt status. Site Host shall not be responsible for any taxes imposed on Service Provider (including property taxes on the System which shall be paid in all instances by Service Provider), and Service Provider shall not be responsible for any Taxes imposed on Site Host. Further, Service Provider understands that it cannot claim exemption from taxes by virtue of any exemption provided by Site Host. For purposes of this Section 4(c), "**Taxes**" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Service Provider's revenues for Services under this Agreement, which shall be Service Provider's responsibility.

d. **Payment Terms.** All amounts due under this Agreement shall be due and payable on the date set forth in **Exhibit 1**. If Monthly Fee is not paid within thirty (30) days of its due date, any outstanding amount shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives**. Unless otherwise specified on **Exhibit 1**, Service Provider is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and the location of the System at Site Host's Premises does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of

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ownership and operation of the System, all of which shall be retained by Service Provider. Site Host shall cooperate with Service Provider in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Site Host shall not be obligated to incur any out–of–pocket costs or expenses in connection with such actions unless reimbursed by Service Provider. If any Environmental Incentives are paid directly to Site Host, Site Host shall immediately pay such amounts over to Service Provider. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Site Host, if engaged in commerce and/or trade, shall submit to Service Provider for approval any press releases regarding Site Host's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Service Provider. Approval shall not be unreasonably withheld, and Service Provider's review and approval shall be made in a timely manner to permit Site Host's timely publication. Site Host and Service Provider shall file all tax returns in a manner consistent with this Section 5.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"Environmental Incentives" means any and credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations**.

a. **Conditions to Service Provider's Obligations**. Service Provider's obligations under this Agreement are conditioned on the completion of the following conditions to Service Provider's reasonable satisfaction on or before (the "Condition Satisfaction Date":

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i. Completion of a physical inspection of the Facility and the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;

ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Service Provider's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between Service Provider and any contractor or subcontractor to install the System;

iii. Confirmation that Service Provider is eligible to obtain all applicable Environmental Incentives and Tax Credits related to the System;

iv. Receipt of all necessary zoning, land use and building permits; and

v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Service Provider may terminate this Agreement upon ten (10) business days written notice to Site Host without liability for costs or damages or triggering a default under this Agreement.

c. **Commencement of Construction**. Service Provider's obligation to commence construction and installation of the System is conditioned on Service Provider's receipt of (A) proof of insurance for all insurance required to be maintained by Site Host under this Agreement, or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute, and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Service Provider's rights under this Agreement for as long Service Provider is not in default hereunder.

7. **Service Provider's Rights and Obligations**.

a. **Permits and Approvals**. Service Provider, with Site Host's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required to construct, install and operate the System; and

ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Site Host shall cooperate with Service Provider's reasonable requests to assist Service Provider in obtaining such agreements, permits and approvals. However, Site Host shall not incur any cost or expense in providing such assistance.

b. **Standard System Repair and Maintenance.** Service Provider shall construct and install the System at the Premises. During the Term, Service Provider will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except that Site Host shall reimburse Service Provider for the cost of any repairs or maintenance resulting from Site Host's negligence, willful misconduct or breach of this Agreement. Service Provider shall not be responsible for any work done by others on any part of the System unless Service Provider authorizes that work in advance in writing. Service Provider shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls

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or improper operation or maintenance of the System by anyone other than Service Provider or Service Provider's contractors. If the System requires repairs for which Site Host is responsible, Site Host shall pay Service Provider for diagnosing and correcting the problem at Service Provider or Service Provider's contractors' then current standard rates. Service Provider shall provide Site Host with reasonable notice prior to accessing the Facility to make standard repairs.

c. **Non-Standard System Repair and Maintenance.** If Service Provider incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Site Host and relied upon by Service Provider, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Service Provider. In such event, the Parties will negotiate such equitable adjustment in good faith.

d. **Breakdown Notice.** Service Provider shall notify Site Host within twenty-four (24) hours following Service Provider's discovery of any material malfunction in the operation of the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Site Host shall notify Service Provider immediately upon the discovery of an emergency condition affecting the System.

e. **Suspension.** Notwithstanding anything to the contrary herein, Service Provider shall be entitled to suspend operation of the System for the purpose of maintaining and repairing the System and such suspension of operation shall not constitute a breach of this Agreement; provided, that Service Provider shall use commercially reasonable efforts to minimize any interruption in operation to the Site Host.

f. **Use of Contractors and Subcontractors.** Service Provider shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Service Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

g. **Liens and Payment of Contractors and Suppliers.** Service Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Service Provider under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Service Provider is permitted by law to place on the Facility following non-payment by Site Host of amounts due under this Agreement. Service Provider shall indemnify Site Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Service Provider shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

h. **Quiet Enjoyment.** Service Provider will not disturb Site Host's quiet enjoyment of the System during the Term unless a Default Event has occurred and is continuing under this Agreement; provided, however, that Service Provider shall have the right to access the System to perform Service Provider's obligations under this Agreement.

8. **Site Host's Rights and Obligations**.

a. **Site Lease to the Premises; Facility Access Rights.** Site Host and Service Provider shall enter into a lease agreement for that portion of the Premises and/or Facility that constitutes the System's site for the duration of the Term, substantially in the form set forth in **Section 5** (the "**Site Lease**"). At request of Service Provider, Site Host shall execute a Memorandum of Lease, which

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shall be in form and substance set forth in **Exhibit 6**, or other form agreed to by the parties. Service Provider may, at its sole cost and expense, record such Memorandum of Lease with the appropriate land registry or recorder's office. Further, Site Host grants to Service Provider and to Service Provider's agents, employees, contractors and assignees an irrevocable non-exclusive license (the "**Site License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Service Provider's obligations and enforcing all of Service Provider's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Site Host's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Service Provider shall not access Site Host's Premises for any purpose not enumerated herein and shall use its best efforts to not unreasonably distub the use of Site Host's property.Service Provider shall notify Site Host prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the Site License shall survive this Agreement and continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement. Site Host shall ensure that Service Provider's rights under the Site License and Service Provider's access to the Premises and the Facility are preserved.. Site Host shall not interfere with nor shall permit any third parties to interfere with such rights or access.

b. **Receipt and Use of Electricity.** Site Host shall take delivery of all of the electric energy generated by the System during the Term. Site Host shall be responsible for delivering to the Utility any electric energy generated by the System that is in excess of Site Host's electric requirements at the time of delivery. Site Host may purchase electric energy for the Facility from other sources if the Site Host's electric requirements at the Facility exceed the output of the System.

c. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

d. **Maintenance of Facility.** Site Host shall, at its sole cost and expense, maintain the Facility in good condition and repair. Site Host will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Site Host is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Site Host's equipment that utilizes the System's outputs. Site Host shall properly maintain in full working order all of Site Host's electric supply or generation equipment that Site Host may shut down while utilizing the System. Site Host shall promptly notify Service Provider of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

e. **No Alteration of Facility.** Site Host shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Service Provider's prior written consent. If Site Host wishes to make such alterations or repairs, Site Host shall give prior written notice to Service Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Service Provider the opportunity to advise -Site Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Site Host shall be responsible for all damage to the System caused by Site Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Site Host's alterations and repairs, shall be done by Service Provider or its contractors at Site Host's cost. In addition, if not a Scheduled Outage,Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have

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been produced during such disconnection or removal; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be determined by Service Provider on a commercially reasonable basis. All of Site Host's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

f. **Outages.** Site Host shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Site Host shall not be obligated to reimburse Service Provider for lost or recaptured Environmental Incentives or lost sales (and penalties payments associated with the same) of associated Environmental Attributes (collectively, "**Lost Environmental Revenue**"), as otherwise provided herein; provided, however, that Site Host must notify Service Provider in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during the outage; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall determined by Service Provider on a commercially reasonable basis.

g. **Identification of Equipment.** Site Host agrees, at Service Provider's request, to (i) permit Service Provider to prominently label the System as Service Provider's personal property; (ii) not disturb, remove or obscure, or permit any person other than Service Provider to disturb, remove or obscure such labeling and (iii) permit Service Provider to replace promptly any such labeling which may be disturbed, removed or obscured.

h. **Liens.** Site Host shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Site Host shall immediately notify Service Provider in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without cost to Service Provider, and if Site Host fails to do so promptly (and in any event within 5 Business days' of the attachment of such lien), Service Provider may discharge or release such lien and Site Host, to the extent permitted by state law, shall indemnify Service Provider against all costs and expenses incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

i. **Security.** Site Host shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Site Host. Site Host will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

j. **Insolation.** Site Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Service Provider's performance of its obligations and a material term of this Agreement. Site Host shall not in any way cause and, where possible, shall not in any way permit any interference

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with the System's Insolation. If Site Host becomes aware of any activity or condition that could diminish the Insolation of the System, Site Host shall notify Service Provider immediately and shall cooperate with Service Provider in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would reduce the electrical output of the System, and if any reduction in Insolation is caused by or permitted by Site Host ("Insolation Reduction"), Service Provider shall be excused and released from its obligations under the Performance Guaranty during any period of Insolation Reduction.

k. **Data Line.** Site Host shall provide Service Provider a high speed internet data line during the Term to enable Service Provider to record the electric energy generated by the System. If Site Host fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Service Provider may reasonably estimate the amount of electric energy that was generated and invoice Site Host for such amount in accordance with Section 4.

l. **Breakdown Notice.** Site Host shall notify Service Provider within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Site Host shall notify Service Provider immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

m. **No Set-Off.** Site Host is not entitled to reduce or set-off against Monthly Fee or other amounts due to Service Provider or to anyone to whom Service Provider assigns this Agreement whether Site Host's claim arises out of this Agreement, any statement by Service Provider, Service Provider's liability or any third party's liability, strict liability, negligence or otherwise.

9. **Change in Law**.

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Service Provider's obligations hereunder and which has a material adverse effect on the cost to Service Provider of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Service Provider of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Site Host from Service Provider of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Service Provider shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System**. If Site Host ceases to conduct business operations at and/or vacates the Facility prior to the expiration of the Term, Site Host shall have the option to provide Service Provider with a mutually agreeable substitute premises located within the same Utility district as the terminated System. Site Host shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Site Host shall execute an amended agreement that shall have all of the same terms as this Agreement except for the

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(i) Effective Date; (ii) Site Lease, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Site Host shall also provide any new Site Host, owner, Service Provider or mortgagee consents or releases required by Service Provider or Service Provider's Financing Parties in connection with the substitute facility. Site Host shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Service Provider in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Service Provider's Financing Parties in the System. Service Provider shall reasonably estimate the amount of Environmental Attributes and Environmental Incentives that would have been generated by the System during the period of time the System is not in operation due to the relocation and shall invoice Site Host for any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Service Provider shall remove the System from the vacated Facility prior to the termination of Site Host's ownership, lease or other rights to use such Facility. Service Provider will not be required to restore the Facility to its prior condition but shall promptly pay Site Host for any damage caused by Service Provider during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Service Provider shall have the right to make an adjustment to the Monthly Fee to compensate Service Provider for the value of any reduction in revenue Service Provider incurs as a result in decreased production of Environmental Incentives and/or Environmental Attributes and reduced Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) receive as a result of the relocation. If Site Host is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Site Host.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Site Host does not exercise its purchase option), Service Provider shall, at its expense (except as otherwise provided in Section 12(b)(iii)(C)), remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term (**"Return Date"**). Such removal shall be at Service Provider's expense unless the termination is due to a Site Host default. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Service Provider's removal of the System affect the integrity of Site Host's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Service Provider shall leave the Facility in neat and clean order. If Service Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Site Host shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Service Provider's cost. Site Host shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

a. **Inspection of Equipment**. Prior to the removal of the System, Service Provider shall inspect the System to determine if the System has been damaged by Site Host. If the results of such inspection evidence that the System, or any component thereof, has been damaged by Site Host, Site Host shall pay to Service Provider within ten (10) days of demand, the estimated cost (**"Estimated Cost")** of servicing or repairing the System or component thereof. The Estimated Cost shall be determined by Service Provider by obtaining two quotes for such service or repair work and taking their average.

b. **Holdover of Equipment.** If Site Host fails to permit Service Provider to retrieve the System on the Return Date, Service Provider shall be entitled to damages equal to the higher of (i) the monthly charges for the System, pro-rated on a per diem basis, for each day the System is retained beyond the Return Date; or (ii) the daily fair market Monthly Feel for the System on the Return

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Date. Such damages for retention of the System after the Return Date shall not be interpreted as an extension or reinstatement of the Term.

c. **Retention of Rights**. All of Service Provider's rights contained in this Section 11 shall survive the expiration or other termination of this Agreement.

12. **Measurement**.

Service Provider shall install one or more meter(s), as Service Provider deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Service Provider shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages**.

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");

ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. Site Host loses its rights to occupy and enjoy the Premises;

v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

vi. Site Host prevents Service Provider from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Site Host's obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies**.

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i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.

iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):

A. Site Host. If Site Host is the Defaulting Party and Service Provider terminates this Agreement, the Termination Payment to Service Provider shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) the value of any Environmental Attributes or Environmental Incentives that would have accrued or would otherwise have been assigned to Service Provider during the remainder of the Term pursuant to the terms of this Agreement (Service Provider shall furnish Site Host with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c) if Service Provider evidences costs are a result of Site Host's default, (2) the net present value (using a discount rate of five and one half percent (**5.5**%)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Site Host to Service Provider. The Parties agree that actual damages to Service Provider in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Site Host would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Service Provider as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

B. Service Provider. If Service Provider is the Defaulting Party and Site Host terminates this Agreement, the Termination Payment to Site Host shall be equal to the sum of (1) the net present value (using a discount rate of five and one-half percent (**5.5%)**) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Site Host in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Site Host, and (4) any and all other amounts previously accrued under this Agreement and then owed by Service Provider to Site Host. The Termination Payment shall not be less than zero.

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C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Service Provider shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, and Warranties and Covenants.

a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Site Host's Representations and Warranties and Covenants. Site Host represents and warrants to Service Provider the following as of the Effective Date and covenants that throughout the Term:

i. Site Lease. Site Host has title to or a leasehold or other property interest in the Premises. Site Host has the full right, power and authority to grant the Site Lease contained in Section 8(a). Such grant of the Site Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Site Host or the Premises or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Site Host is bound or that affects the Premises or the Facility. If Site Host does not own the Premises or Facility, Site Host has obtained all required consents from the owner of the Premises and/or Facility to grant the Site Lease and enter into and perform its obligations under this Agreement.

ii. Other Agreements. Neither the execution and delivery of this Agreement by Site Host nor the performance by Site Host of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Site Host is a party or by which Site Host or the Facility is bound.

iii. Accuracy of Information. All information provided by Site Host to Service Provider, as it pertains to the Facility's physical configuration, Site Host's planned use of the Facility, and Site Host's estimated electricity requirements, is accurate in all material respects.

iv. Site Host Status. Site Host is not a public electric utility and does not sell electricity pursuant to oversight from any utility commission.

v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

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vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

c. **Site Host Tax Representations**. Site Host hereby acknowledges that on the Commercial Operation Date, the Service Provider intends for the System to qualify for the Tax Credits, and Site Host hereby represents and warrants that at no time during the Term of this Agreement will Site Host take or omit to take any action whether or not such act or omission is otherwise permitted by this Agreement which will result in the disqualification of the System or disallowance or recapture of all or any portion of the Tax Credits. If as a result of a breach of any representation, warranty or covenant of the Site Host contained in this Agreement (i) tax counsel of Service Provider reasonably determines that Service Provider is not entitled to claim on its Federal income tax return all or any portion of the Tax Credits with respect to the System, or (ii) any of the Tax Credits claimed by the Service Provider (or any partner in the Service Provider) is disallowed or adjusted by the Internal Revenue Service, or (iii) any Tax Credit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation or recapture being a "**Loss**"), the Site Host shall pay to Service Provider as additional Monthly Fee an amount that shall cause Service Provider's after-tax economic yield and cash flow to equal the after-tax economic return that would have been realized by Service Provider if such Loss had not occurred. Notwithstanding the foregoing, Site Host shall not be responsible for Service Providers' failure to obtain any Tax Credit due to Service Providers' or Service Provider's tax counsel's error or omission in pursuing and filing for tax credits.

d. **Disclaimer**. UNDER THIS AGREEMENT SERVICE PROVIDER DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SYSTEM UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE., WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL NOT APPLY. All such risks, as between the Parties, are to be borne by Site Host. To the extent permitted by state law, the remedies set forth in this Agreement shall be Site Host's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Performance Guaranty that Service Provider will provide to Site Host is a separate contract from this Agreement. No rights provided to Site Host by the Performance Guaranty may be asserted under this Agreement, and any claim thereunder must be made independently of this Agreement and will not affect Site Host's obligations under this Agreement.

15. **System and Facility Damage and Insurance**.

a. **System and Facility Damage**.

i. Service Provider's Obligations. If the **System** is damaged or destroyed other than by Site Host's negligence or willful misconduct, Service Provider shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Service Provider shall not be required to restore the System, but may instead (A) either agree to pay for the cost of such restoration of the System or (B) terminate this Agreement and remove the System "AS-IS".

ii. Site Host's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Service Provider's negligence or willful misconduct, such that the operation of the System and/or Site Host's ability to accept the electric energy produced by the System are materially impaired or prevented, Site Host shall

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promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term, Site Host may elect either (A) to restore the Facility or (B) to pay to Service Provider the net present value (using a discount rate of five and one half percent (**5.5**%)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Termand all costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Service Provider and Site Host shall maintain the following insurance:

i. Service Provider's Insurance. Service Provider shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least $1,000,000 and (iv) workers' compensation insurance as required by law.

ii. Site Host's Insurance. Site Host shall maintain commercial general liability insurance with coverage of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute.

c. **Policy Provisions.** Any insurance policy provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase**.

a. **Ownership of System**. Throughout the Term (except as otherwise permitted in), Service Provider shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Service Provider and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Service Provider and Site Host agree that the Service Provider (or the designated assignee of Service Provider permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Site Host covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Site Host shall provide a disclaimer or release from such lienholder. If Site Host is the fee owner of the Premises, Site Host

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consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Site Host is not the fee owner, Site Host will obtain such consent from such owner. Upon request, Site Host agrees to deliver to Service Provider a non-disturbance agreement in a form reasonably acceptable to Service Provider from the owner of the Facility (if the Facility is leased by Site Host), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Site Host does not own the Premises or Facility, Site Host shall provide to Service Provider immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Site Host's lease of the Premises and/or Facility.

b. **Option to Purchase**. At the end of the sixth, fifteenth, twentieth and twenty-fifth Contract Years, and at the end of the Initial Term and each Additional Term, so long as Site Host is not in default under this Agreement, Site Host may purchase the System from Service Provider on any such date for a purchase price equal to the Fair Market Value of the System. Site Host must provide a notification to Service Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Service Provider shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Service Provider shall assign to Site Host any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

c. **Determination of Fair Market Value**. "**Fair Market Value**" means, in Service Provider's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of five and one half percent (5.5%)) of all associated future income streams expected to be received by Service Provider arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected Monthly Fees, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided. Service Provider shall determine Fair Market Value within thirty (30) days after Site Host has exercised its option to Purchase the System. Service Provider shall give written notice to Site Host of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Site Host reasonably objects to Service Provider's determination of Fair Market Value within thirty (30) days after Service Provider has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties fail to reach an agreement on the Fair Market Value, Site Host may withdraw its request to purchase the System. Upon purchase of the System, Site Host will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Service Provider shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability**.

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a. **General**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 15.c.i. Notwithstanding any other provisions of this Agreement, Site Host shall only have obligations to indemnify Service Provider under this Section to the extent permitted by applicable law, and the Parties acknowledge that such obligations may be limited or prohibited thereunder.

c. **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(c) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge that Site Host cannot be bound by any settlement absent prior of approval of the Metropolitan Council. The Indemnifying Party shall have no liability under this Section 17(c) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

i. **Environmental Indemnification**. Service Provider shall indemnify, defend and hold harmless all of Site Host's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(i)(i)) to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Only to the fullest extent permitted by applicable law, Site Host shall indemnify, defend and hold harmless all of Service Provider's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

ii. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter

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prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability**.

i. No Consequential Damages. To the extent permitted by state law, except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Service Provider is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Site Host, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (2) in the event that Service Provider is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Site Host causes Service Provider to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages. The Parties further agree that (1) Site Host's reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; and; (2) any third-party System removal costs incurred by Site Host shall be direct and not indirect or consequential damages.

ii. Actual Damages. . with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Service Provider, Service Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Site Host under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Service Provider must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure**.

a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused

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obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Site Host's ability to make payment.

d. If a Force Majeure event continues for a period of two hundred seventy (270) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

a. **Assignment and Sublease**. SITE HOST SHALL NOT ENCUMBER THE SYSTEM OR ANY PART THEREOF, SERVICE PROVIDER'S TITLE OR SITE HOST'S RIGHTS UNDER THIS AGREEMENT. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Service Provider may, without the prior written consent of Site Host, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Service Provider, (iii) assign this Agreement and the System to any entity through which Service Provider is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Service. In the event of any such assignment, the Service Provider shall be released from all its liabilities and other obligations under this Agreement, provided that Service Provider shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Service Provider's obligations hereunder by the assignee. However, any assignment of Service Provider's right and/or obligations under this Agreement, shall not result in any change to Site Host's rights and obligations under this Agreement. Service Provider shall provide notice to Site Host upon any assignment contemplated by this Section A. Site Host's consent to any other assignment shall not be unreasonably withheld if Site Host has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

b. **Financing**. The Parties acknowledge that Service Provider may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Service Provider in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Service Provider has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Site Host agrees to execute any consent, estoppel or acknowledgement in

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form and substance reasonably acceptable to such Financing Parties; provided however that any such document does not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

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c. **Successor Servicing**. The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Service Provider or its affiliates by Financing Parties, that such Financing Parties may require that Service Provider or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Site Host agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity**.

a. **Confidentiality**. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Site Host's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement,provided and on condition that such potential assignees shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially, and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.

i. Notwithstanding the above or any other provions of this Agreement, the Parties acknowledge i) that Site Host as a Metropolitan Government, is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501 et seq, and ii) any conflict between the terms of this Section 20 (Confidentiality) and the Tennessee Open Records Act shall be resolved in favor of the Tennessee Public Records Act, and iii) the Tennessee Public Records Act grants Tennessee citizens the right to access state, county and municipal public records. "Public Records" are defined as "all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental entity." Unless otherwise exempt by law from the purview of the Public Records Act, Site Host will notify Service Provider prior to disclosure mandated by the Tennessee Public Records Act.

b. **Permitted Disclosures**. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority

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under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

a. **Choice of Law**. The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

b. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

c. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 14(c) (Disclaimer), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (**Error! Reference source not found.**) (Arbitration and Attorneys' Fees), Section 22(b) (Notices), Section 22 (f) (Comparative Negligence), Section 22(g) (Non-Dedication of Facilities), Section 22(i) (No Partnership) Section 22(j) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(k) (No Third Party Beneficiaries).

d. **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

e. **Right of Waiver**. Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this

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Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Site Host or Service Provider shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

f. **Comparative Negligence**. It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

g. **Non-Dedication of Facilities**. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Site Host not shall knowingly take any action that would subject the Service Provider, or Service Provider's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Site Host shall not assert in any proceeding before a court or regulatory body that Service Provider is a public utility by virtue of such other Party's performance under this agreement. If Service Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Service Provider does not become subject to any such regulation provided however that any such restructuring shall not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

h. **Estoppel**. Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

i. **No Partnership**. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

j. **Full Agreement, Modification, Invalidity, Counterparts, Captions**. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or

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invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

k. **No Third Party Beneficiaries**. Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

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Section 5 – Solar Services Agreement
Form of Site Lease

Site Lease Agreement

This SITE LEASE AGREEMENT (this "**Agreement**") is made and entered into this [_____], 2021 (the "**Effective Date**"), by and between LightWave Solar, LLC ("**Lessee**") and the Metropolitan Government of Nashville and Davidson County ("**Lessor**").

Recitals

A. Lessor is the owner of those certain parcels or tracts of ground in Davidson County, Tennessee, identified as [Parcel 1, Parcel 2, and Parcel 3] and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels are referred to herein as the "**Premises**").

B. Lessor and Lessee entered into a certain Solar Services Agreement and related Goods and Services Contract (the "**Solar Services Agreement**") pursuant to which the Lessee has agreed to design, construct, install, operate, manage and administer a multi-site solar photovoltaic system (the **"System**") on those certain portions of the Premises identified in **Attachment B** hereto (the "**Leased Premises**") for the purpose of providing electric energy to Lessee.

C. Lessor desires to grant to Lessee the rights described herein for the purposes of designing, installing, operating, maintaining, managing and removing the System.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Lessor, Lessor and Lessee hereby agree as follows:

1. **Grant of Access.** Lessor hereby grants and permits Lessee, its successors and assigns, access for the period of time set forth herein, across, over, under and above the Leased Premises i) in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Lessee may from time to time require, and ii) as reasonably necessary to provide access to and services reasonably required for Lessee's performance under the Solar Services Agreement. The rights granted hereunder shall run with and burden the Premises for the term of this Agreement.

2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the System's Commercial Operation Date (as such term is defined in the Solar Services Agreement), and (b) one hundred twenty (120) days following expiration of the term of the Solar Services Agreement, and (c) any earlier termination of the Solar Services Agreement due to default by Lessee thereunder. No delay or interruption by Lessee in the use or enjoyment of any right hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, or estate granted hereby.

3. **Obstructions.** In addition to the rights afforded Lessee under the Solar Services Agreement, Lessee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Leased Premises, and may level and grade such portions of the Leased Premises, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Lessor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Lessor covenants for itself, its heirs, successors and assigns that:

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a. Lessor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Leased Premises on which is located any portion of the System, including any related interconnection equipment; and

b. if such a structure or obstruction is built or placed within any portion of the Leased Premises on which is located any portion of the System, including any related interconnection equipment, Lessor will remove the same at the request of the Lessee at no cost to the Lessee. Lessee may erect a fence on such portions of the Leased Premises on which any portion of the System is located in order to exclude Lessor and others from accessing such areas provided that Lessor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Reservation of Rights**. Lessor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Lessor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Lessee.

5. **Title.** Lessor represents and warrants to Lessee that (a) Lessor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Lessee's rights hereunder or under the Solar Services Agreement. Lessor further represents and warrants to Lessee that Lessor has the right to execute and deliver this Agreement and to grant to Lessee the rights hereunder, and that such grant does not, and will not, violate or breach Lessor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Lessor is a party or by or to which any of Lessor's assets or properties, including the Premises or the Leased Premises, is bound or subject. In the event that, after the date of this Agreement, Lessor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Lessor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Lessee an agreement, in customary form and in form and substance reasonably acceptable to Lessee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").

6. **Recordation; Possession.** This Agreement may be recorded against the Property by Lessee at Lessee's sole cost and expense. Lessor covenants and agrees, for itself and its assigns and successors, that the Lessee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.

7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to conflicts of law principles.

8. **Severability**. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

9. **Binding Effect; Successors and Assigns**. Lessee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Services Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.

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12. **Amendments; Acknowledgments**. Lessor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, this Site Lease Agreement has been entered into by the Parties by their signatures below as of the Effective Date first mentioned above.

Lessor:
Metropolitan Government of Nashville & Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Lessee:
LightWave Solar, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor as to Availability of Funds:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor as to Form and Legality:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor's Director of Property Administration:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Attachment A
to Site Lease Agreement

Premises Description:

[Attach legal description from Project Site survey]

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Attachment B
to Site Lease Agreement

Leased Premises description:

[Attach legal description from Project Site survey]

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Section 6 – Solar Services Agreement
Form of Memorandum of Lease

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [_____], notice is hereby given of that Solar ServicesAgreement dated as of [_____] for provision of solar construction and asset management services (the "**Solar Services Agreement**"), such Solar Services Agreement includes the grant of Lease to Service Provider, pursuant to the terms of the Solar Services Agreement. This notice may be executed in counterparts by the Parties to the Solar Services Agreement.

Parties to the Agreement:

Service Provider: [_____]
[_____]
[_____]

Site Host : [_____]
[_____]
[_____]

Date of Execution of Solar Agreement: [_____]

Description of Premises: See **Section 5, Attachment A**

TERM OF AGREEMENT:

The term of the Solar Services Agreement shall be until the last day of the calendar month in which the thirtieth (30th) anniversary of the Commercial Operation Date (as that term is defined in the Solar Services Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Solar Services Agreement.

[Signature Pages and Notary Pages follow]

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Section 6
Attachment A
Description of the Premises

[Service Provider to Complete]

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Section 7 – Solar Services Agreement
Form of Performance Guaranty Agreement

In consideration for Purchaser's entering into the Solar Services Agreement between LightWave Solar, LLC ("Service Provider") and Metropolitan Government of Nashville and Davidson County ("Site Host") related to the System at the Premises (the "**Solar Services Agreement**"), this Performance Guaranty (this "**Guaranty**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

Site Host:		**Service Provider:**	
Name and Address	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	Name and Address	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	None	Phone	(615) 641-4050
E-mail	None	E-mail	(615) 641-2219
Project Name	Metro Water 2021 Solar Project		ckoczaja@lightwavesolar.com

This Guaranty sets forth the terms and conditions of a guaranty provided by Lessor in conjunction with the Lease. Capitalized terms not otherwise defined herein have the meanings given such terms in the Lease. The term of this Guaranty will be concurrent with the term of the Lease; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the Lease the System will generate not less than ninety percent (90%) of the projected generation of the System as set forth in **Table 1.A** below (such figure, the "**Guaranteed kWh**").

Table 1.A, projected production values:

Contract Year	Pre-Adjustment Annual KWh (90% of projected generation)
Year 1	4,951,375
Year 2	4,852,347
Year 3	4,830,512
Year 4	4,808,775
Year 5	4,787,135
Year 6	4,765,594
Year 7	4,744,148
Year 8	4,722,800
Year 9	4,701,547
Year 10	4,680,390
Year 11	4,659,328
Year 12	4,638,362
Year 13	4,617,489
Year 14	4,596,710
Year 15	4,576,025
Year 16	4,555,433

Year 17	4,534,933
Year 18	4,514,526
Year 19	4,494,210
Year 20	4,473,986
Year 21	4,453,853
Year 22	4,433,811
Year 23	4,413,859
Year 24	4,393,997
Year 25	4,374,224
Year 26	4,354,539
Year 27	4,334,945
Year 28	4,315,437
Year 29	4,296,018
Year 30	4,276,686

B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Service Provider (the "**Actual kWh**") is ***less*** than the Guaranteed kWh on a cumulative basis for all Contract Years through that Contract Year, then Service Provider shall pay Site Host an amount equal to (i) the cumulative difference between the Guaranteed kWh and the Actual kWh from the beginning of the first year through the end of that Contract Year, divided by (ii) the Guaranteed kWh for that Contract Year, multipled by (iii) $373,091.88, the total of which is reduced by (iv) the sum of cumulative performance guaranty payments made by Service Provider in all previous Contract Years.

C. If a payment of greater than fifty dollars ($50) is due under Section 1(B), (i) Service Provider will deliver a statement to Site Host detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.

D. If at the end of a Contract Year the Actual kWh is ***greater*** than the Guaranteed kWh, this surplus will be carried over and will be used to offset any deficits that may occur in any subsequent Contract Years.

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

A. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Service Provider or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Service Provider, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.

B. Site Hosts's failure to perform, or breach of, Site Host's obligations under the Solar Services Agreement.

C. Insolation Reduction, as described in [Section 8(j)] of the Agreement.

3. **Liquidated Damages; Waiver of Cost Savings**. The Parties agree that the payment described in Section 1(B) is a reasonable approximation of the damages suffered by Lessee as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Lessee's sole and exclusive remedy hereunder for underperformance of the System. Lessee hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the System.

4. **Incorporation of Solar Services Agreement Provisions**. Section 18 (Force Majeure), Section 19 (Assignment and Financing) and Section 22 (Miscellaneous Provisions) of the Solar Services Agreement and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to "Agreement" were to this Guaranty and any reference to "Parties" were to the Parties to this Guaranty.

[Signature Page Follows]

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Site Host:
Metropolitan Government of Nashville and Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Service Provider:
LightWave Solar, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Availability of Funds:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

DocuSign Envelope ID: F6984F12-BB3A-4E1E-BB41-3B073E12717C

Client#: 20381 LIGHSO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Mid-South
3011 Armory Drive Suite 250
615-383-9761
Nashville, TN 37204

CONTACT NAME: Tammy Oakley
PHONE (A/C, No, Ext): 615 383-9761 FAX (A/C, No): 615 383-4628
E-MAIL ADDRESS: tammy.oakley@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Builders Mutual Insurance Company	10844
INSURER C : Argonaut Insurance Company	19801
INSURER D : LM Insurance Corporation	33600
INSURER E : Columbia Casualty Company	31127
INSURER F :	

INSURED
Lightwave Solar, LLC
3026 Owen Drive, Suite 104
Antioch, TN 37013-2417

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE	$1,000,000
A	CLAIMS-MADE X OCCUR			CAP5188849	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:2,500						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ENP0435953	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCP105079704	05/01/2020	05/01/2021	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC928628604014	05/01/2020	05/01/2021	E.L. EACH ACCIDENT	$1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC539S379613029	10/02/2019	10/02/2020	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability Contractors E&O			6046305247	05/01/2020	05/01/2021	$1,000,000 each claim; $1,000,000 aggregate $50,000 deductible.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County , its officals, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.
Project Reference(s) : Water Services Department Solar Project(s) at :

(1) Omohundro South	1427 Lebanon Pike	Nashville, TN 37210
(2) White's Creek	1360 County Hospital Road	Nashville, TN 37218
(3) Central WWTP	1700 3rd Ave North	Nashville, TN 37208

CERTIFICATE HOLDER
Purchasing Agent
Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville, TN 37201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Phil Barnes

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COMMENTS/REMARKS

General Liability:
Additional Insured status, waiver of subrogation and primary/noncontributory status applies when required by written contract and only as per forms GA233 09 17 and GA472 09 17.

Business Automobile Liability:
Additional Insured status applies when required by written contract and only as per form AA4171 11 05. Coverage is noncontributory for additional insureds when required by written contract and only as per form AA4174 11 05.

Workers Compensation & Employers Liability:
Waiver of subrogation applies when required by written contract to coverage in Alabama, Mississippi and Tennessee.

Excess/Umbrella Liability:
The Umbrella Liability policy provides excess limits over the scheduled underlying primary Commercial General Liability, Business Automobile Liability, and Employers Liability policies' limits, subject to the Umbrella policy's terms, conditions and exclusions. "Automatic Non-Contributory Coverage Endorsement-Where Required by Written Contract" form US4096 10 10 is attached to the policy.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

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Certificate Of Completion

Envelope Id: F6984F12BB3A4E1EBB413B073E12717C
Status: Sent
Subject: URGENT Agreement No 6485668 Lightwave Solar, LLC (Water Services)
Source Envelope:
Document Pages: 63
Signatures: 3
Certificate Pages: 15
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
1/11/2021 9:43:05 AM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Koczaja ckoczaja@lightwavesolar.com CEO LightWave Solar, LLC Security Level: Email, Account Authentication (None)	Chris Koczaja Signature Adoption: Pre-selected Style Using IP Address: 68.53.115.135	Sent: 1/11/2021 10:15:59 AM Resent: 1/11/2021 10:17:36 AM Viewed: 1/11/2021 10:18:05 AM Signed: 1/11/2021 12:17:17 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 10:18:05 AM ID: e0141948-8816-43e3-9779-aec8f4d1ff09		
Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kevin Crumbo/tlo Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 12:17:19 PM Viewed: 1/11/2021 1:04:22 PM Signed: 1/11/2021 1:05:00 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 1:04:22 PM ID: 0d1ba4d8-c391-4fc4-b448-480b81b993ac		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	Tara Ladd Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 1:05:03 PM Viewed: 1/11/2021 1:06:15 PM Signed: 1/11/2021 1:06:40 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 1:06:15 PM ID: 5b5e217e-a11a-4314-8167-f5a9d9227f5d		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/11/2021 1:06:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tara Ladd tara.ladd@nashvile.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/11/2021 1:06:42 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/11/2021 11:58:33 AM ID: f931b20c-ac14-4226-9ca0-93fee29f9a6b	COPIED	Sent: 1/11/2021 1:06:43 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/11/2021 10:15:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such partyâ€™s reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

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Contract Abstract

Contract Information

MAL

Contract & Solicitation Title: Solar Energy Management System for Metro Water Services

Contract Summary: Design, finance, install, own, operate, and maintain solar arrays on three (3) Metro Water Services' (MWS) properties.

Contract Number: 6486558 Solicitation Number: 88160 Requisition Number: 4020508

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation: Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 11/18/2020 Estimated Expiration Date: 11/17/2025 Contract Term: 60months

Estimated Contract Life Value: $11,192,756.40. Fund: 65560210 BU: 67331

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Michelle Lane BAO Staff: Jerval Watson

Procuring Department: **Metro Water Services** Department(s) Served: **Metro Water Services**

Prime Contractor Information

Prime Contracting Firm: Lightwave Solar LLC. ISN#: 9943

Address: 3026 Owen Drive, STE 104, City: Antioch State: TN Zip: 37013

Prime Contractor is a Uncertified/Unapproved: SBE [ ] SDV [ ] MBE [X] WBE [ ] (select/check if applicable)

Prime Company Contact: Jon Paul Plumlee Email Address: jplumlee@lightwavesolar.com Phone #: (615) 641-4050

Prime Contractor Signatory: ckoczaja@lightwavesolar.com **Email Address:** **ckoczaja@lightwavesolar.com**

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: NA Percent, if applicable: NA

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: NA Percent, if applicable: NA

Federal Disadvantaged Business Enterprise:

No Amount: NA Percent, if applicable: NA

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Lighwave Solar INC	X		$0.07	Awarded
Ameresco			$1.00	Evaluated but not selected
Entegrity			$0.05	Evaluated but not selected

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Inman			$75.00	Evaluated but not selected
Silicon Ranch			$0.09	Evaluated but not selected

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SOLAR GOODS AND SERVICES CONTRACT

1.1. Heading

This contract (the "Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and [**LightWave Solar, LLC**, a Tennessee limited liability company] ("CONTRACTOR") located at 3026 Owen Drive, STE 104, Antioch, TN 37013. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including the Solar Services Agreement" (hereinafter, "Exhibit A")***
- ***The solicitation documentation for RFQ# 88160 and affidavit(s)(all made a part of this contract by reference), with the following changes:***

    - "Grounds with the fenced perimeter shall be maintained to the satisfaction of MWS" shall be changed to "Contractor will maintain grounds within the fence to prevent vegetation from growing through the panels of the array and below the leading edge of the array."
    - "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider. The associated costs shall be included in the system design as expressed in Exhibit – C" shall be changed to "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider, unless such replacement, repairs or associated costs are the result of MWS' negligence or Metro's default under this Contract. The associated costs shall be included in the system design as expressed in Exhibit – C."
    - "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS." Shall be changed to "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS, provided the information is available in the data logger for MWS to integrate into their monitoring."
    - "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS." Shall be changed to "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS. The performance guaranty calculation shall include a provision such that MWS be paid only for production underperformance on a cumulative basis."

- ***Purchase Orders (and PO Changes),***
- ***CONTRACTOR's response to the solicitation,***
- ***Equal Business Opportunity (EBO) Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. This is a Contract for goods and services pursuant to which CONTRACTOR shall provide design, construction, operation, management, and administration services related to a photovoltaic solar facility located at a METRO facility pursuant to the terms of the Solar Services Agreement, attached hereto as Exhibit A, the provisions of which shall be made a part of this contract by this reference. This Contract is not an agreement for the per kWh sale of electrical energy.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end thirty (30) years from the date the system is energized.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of $11,192,756.40. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid monthly after the system is energized and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make payments within 30 days of receipt of invoice. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 30 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the provision of the products and/or services as described in Exhibit A – Solar Services Agreement.

4.4. Escalation/De-escalation

This Contract is not eligible for annual escalation/de-escalation adjustments.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation; METRO shall provide CONTRACTOR with the Contract Number in writing promptly upon assignment. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be

determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner the obligations under this Contract or if either party should violate any of the terms of this Contract or the terms contained in Exhibit A, the other party shall be entitled to such remedies (and subject to the cure periods) as further described in Exhibit A.

5.2. Lack of Funding; Notice

METRO may terminate this Contract at its discretion, whether funding for this Contract is discontinued or for any other reason by providing 90 days written notice to CONTRACTOR and:

i) if prior to the commencement of construction, paying to CONTRACTOR documented amounts incurred by CONTRACTOR for the provision of services pursuant to this Contract (including materials procured in good faith) prior to receipt of notice of termination from METRO and without further liability for costs or damages; OR

ii) if after the commencement of construction, paying to CONTRACTOR the Site Host Termination Payment described in Section 13(b)(iii) of Exhibit A and without further liability for costs or damages.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.3. Equal Business Opportunity (EBO) Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the

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Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

Prior to, during initial construction, and until completion of construction of the project, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect, the types and amounts of insurance identified below. After completion of construction of the project, insurance requirements shall be governed by the provisions of Exhibit A. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

7.2. Products Liability Insurance

Not Applicable

7.3. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand ($100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Technological Errors and Omissions Liability Insurance

In the amount of one-million ($1,000,000.00) dollars.

7.7. Cyber Liability Insurance

Not Applicable

7.8. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that

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includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.9. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PROCUREMENTCOI@NASHVILLE.GOV

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than $10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

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

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO. CONTRACTOR shall not be responsible for any taxes that are imposed on METRO.

8.2. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective

goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

8.3. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as " sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable,

CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,

- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

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8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal

standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

A. Any claims, damages, and costs for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, and costs arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

METRO shall indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from, to the fullest extent permitted by applicable law:

A. Any claims, damages, and costs, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of METRO, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.

B. Any claims, damages, penalties, and costs arising from any failure of METRO, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws.

8.21. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Notwithstanding the above, CONTRACTOR may assign this Contract in connection with the financing of the solar System pursuant to Section 19 of Exhibit A, provided that CONTRACTOR shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of CONTRACTOR's obligations hereunder by the assignee.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION

730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment.To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request except as otherwise provided in this Contract.

8.22. Entire Contract

This Contract, together with its exhibits, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.23. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.24. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.25. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.26. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

[EXHIBIT A: FORM OF SOLAR SERVICES AGREEMENT FOLLOWS]

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EXHIBIT A
To Goods and Services Contract

SOLAR SERVICES AGREEMENT

[See Attached]

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Contract Number 6486558

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attention: Chris Koczaja

Address: 3026 Owen Drive Suite 104, Antioch, TN 37013

Telephone: +1-615-641-4050

Fax: +1-615-641-2219

E-mail: ckoczaja@lightwavesolar.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: N/A

Attention: N/A

Address: N/A

E-mail: N/A

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Contract Number 6486558

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Scott Potter
Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane
Purchasing Agent

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

kevin Crumbo/tlo
Director of Finance

TE
OMB

SH
BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Metropolitan Attorney

BC
Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

CONTRACTOR:

LightWave Solar, LLC
Company Name

Chris Koczaja
Signature of Company's Contracting Officer

Chris Koczaja
Officer's Name

CEO
Officer's Title

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EXHIBIT A
to Goods and Services Agreement

This **SOLAR SERVICES AGREEMENT** (this "**Agreement**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

"Site Host":		**"Service Provider":**	
Name and Address	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	**Name and Address**	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	None	**Phone**	(615) 641-4050
Fax	None	**Fax**	(615) 641-2219
E-mail	None	**E-mail**	ckoczaja@lightwavesolar.com
Premises Ownership	Site Host [X] owns [_] leases the Premises. List Premises Owner, if different from Site Host: N/A	**Additional Service Provider Information**	

This Agreement sets forth the terms and conditions of the design, construction, operation, management, and administration services related to a photovoltaic solar facility as described in **Section 2** (the "**System**") and installed at the Site Host's real property located at the System Location identified in Section 2 (the "**Premises**") and/or the Site Host's facilities, buildings, and improvements described in **Section 2** (if applicable, the "**Facility").**

The exhibits listed below are incorporated by reference and made part of this Agreement.

Section 1	Basic Terms and Conditions
Section 2	System Description
Section 3	[Reserved]
Section 4	General Terms and Conditions
Section 5	Form of Site Lease
Section 6	Form of Memorandum of Lease
Section 7	Form of Performance Guaranty

Site Host:
Metropolitan Government of Nashville and Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Service Provider:
LightWave Solar, LLC

Signature: Chris Koczaja

Printed Name: Chris Koczaja

Title: CEO

Date: 1/11/2021 | 12:17 PM CST

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Approved as to Availabiliy of Funds (Site Host)

Signature: Kevin Crumbo/tlo

Printed Name: Kevin Crumbo/tlo

Title: Director of Finance

Date: 1/11/2021 | 1:05 PM CST

Approved as to Form and Legality (Site Host)

Signature: Tara Ladd

Printed Name: Tara Ladd

Title: Assistant Metropolitan Attorney

Date: 1/11/2021 | 11:06 AM PST

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Section 1 – Solar Services Agreement:
Basic Terms and Conditions

1. **Term:** Thirty (30) years, beginning on the Commercial Operation Date.

2. **Additional Terms:** By mutual written agreement of the Parties.

3. **Environmental Incentives and Environment Attributes:** Accrue to Service Provider.

4. **Monthly Fee:** Each Monthly Fee payment is due on the monthly anniversary date of the Commercial Operation Date, .

Contract Years	$/month
1-30	$31,090.99

5. **Condition Satisfaction Date:** September 30, 2021

6. **Anticipated Commercial Operation Date: December 31**, 2021

7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of $0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. **Site Host Options to Purchase System**. [_] None [X] or as set forth in Section 16(b).

9. **Outside Commercial Operation Date: June 30, 2022.**

10. **System Installation**:

Includes:	• Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties; • Performance Guaranty; • Tree removal in accordance with all ordinances and permit requirements.
Excludes:	• Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); • Upgrades or repair to the Facility or utility electrical infrastructure.

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Section 2 – Solar Services Agreement
System Description

1. **System Location ("Premises"):**

   a. Site 1: Central Location: 1700 3rd Ave N, Nashville TN 37208

   b. Site 2: Omohundro Location: 1427 Lebanon Pk, Nashville TN 37210

   c. Site 3: White's Creek Location: 1360 County Hospital Rd, Nashville TN 37218

2. **System Size (DC kW):**

   a. Site 1: 554.32 DC kW

   b. Site 2: 2,507.97 DC kW

   c. Site 3: 946.28 DC kW

3. **Expected First Year Energy Production (kWh):**

   a. Site 1: 751,028 kWh

   b. Site 2: 3,411,278 kWh

   c. Site 3: 1,339,322 kWh

4. **Expected Structure for all sites: [X]** Ground Mount [_] Roof Mount [_] Parking Structure [_] Other

5. **Utility:** Nashville Electric Service for all sites

6. **System Layout:** See below:

   Site 1: Central WWTP

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Site 2: Omohundro South

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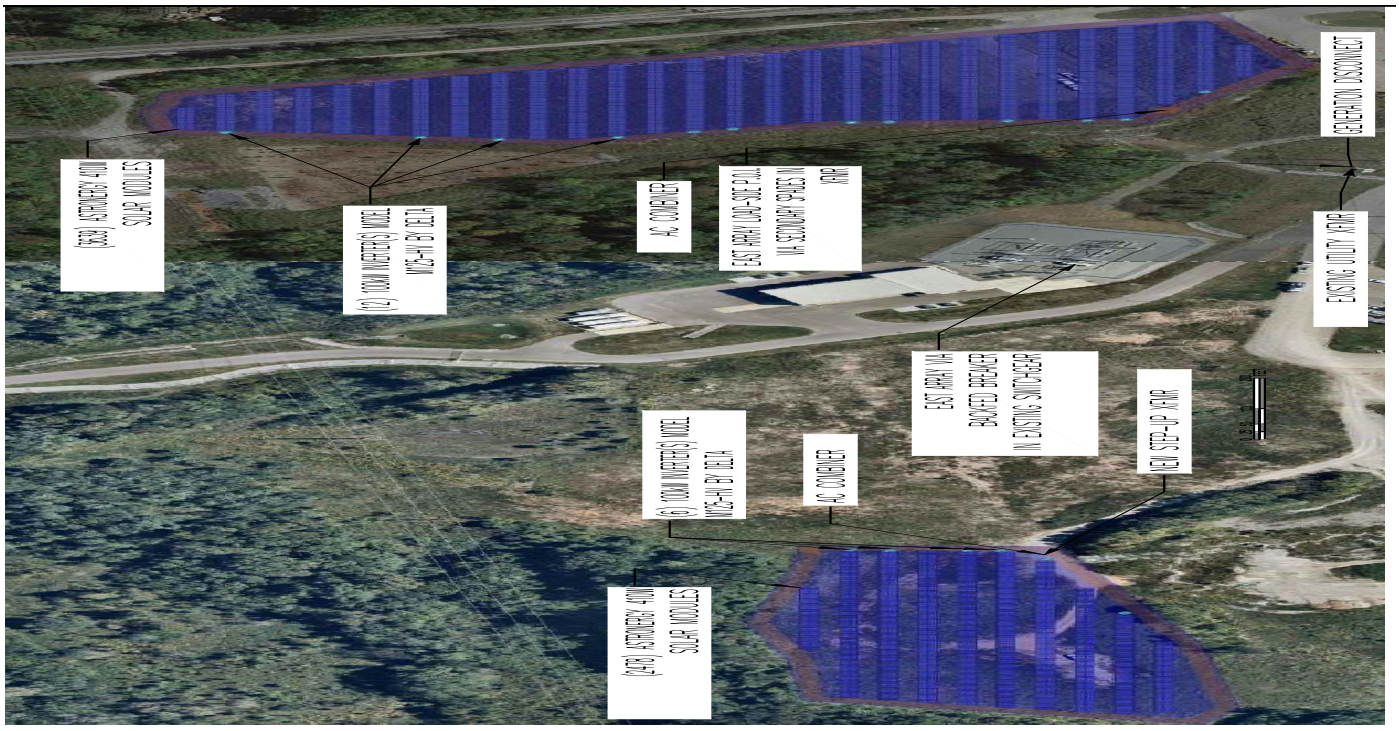
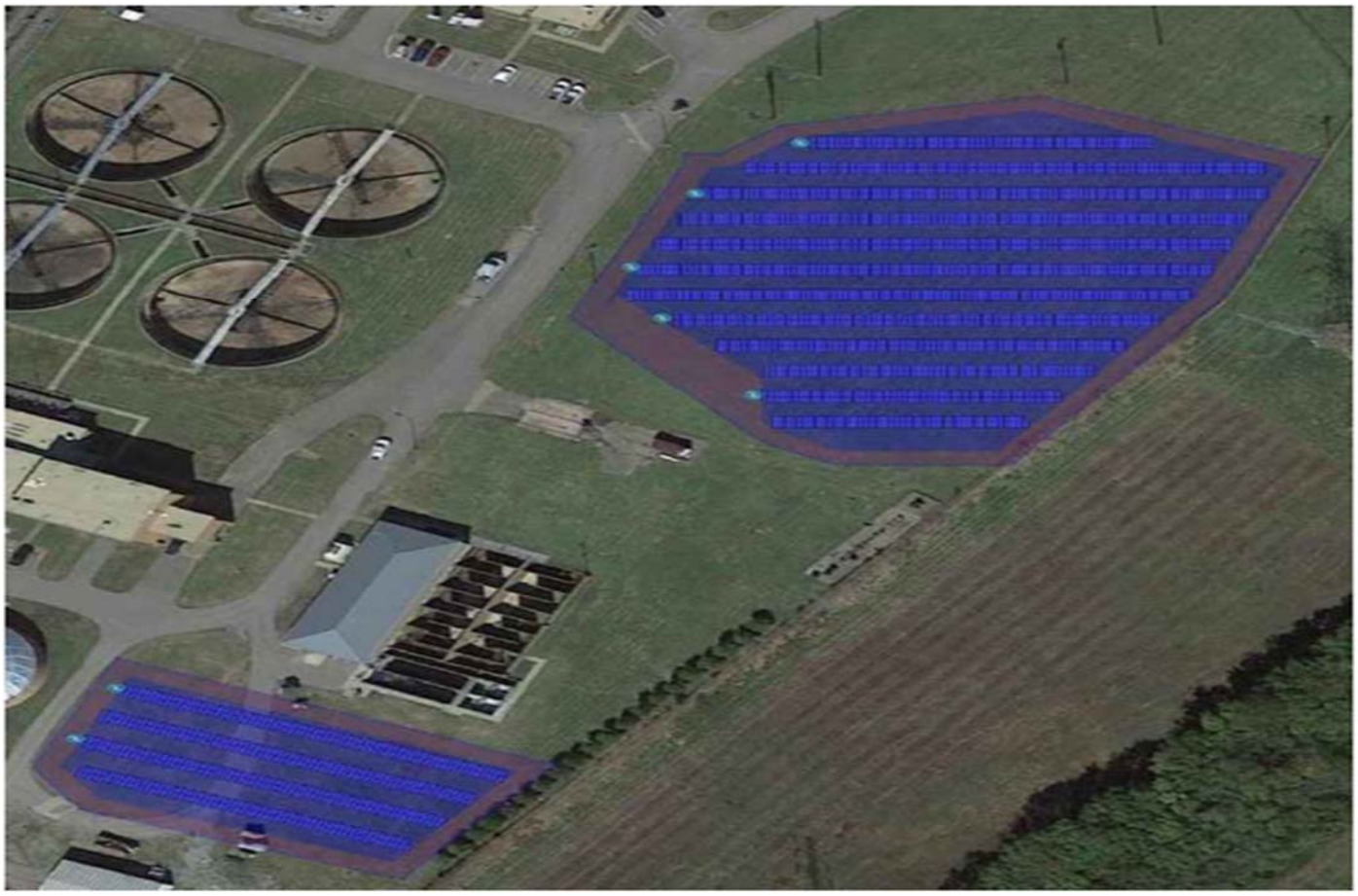


Site 3: Whites Creek WWTP



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Section 2 – Solar Services Agreement
Attachment A:
Facility Layout

"Facility" shall mean the facilities, buildings and/or improvements located at the Premises and identified below:

a. Site 1: Central WWTP Facility Location: 1700 3rd Ave N, Nashville TN 37208:



b. Site 2: Omohundro South Facility Location: 1427 Lebanon Pk, Nashville TN 37210

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c. Site 3: White's Creek WWTP Facility Location: 1360 County Hospital Rd, Nashville TN 37218



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Section 3

[RESERVED]

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Section 4 - Solar Services Agreement
General Terms and Conditions

1. **Definitions and Interpretation**: Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words "herein," "hereof" and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words "include," "includes" and "including" mean include, includes and including "without limitation." The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Solar Services.** Service Provider agrees to provide the following services pursuant to this Agreement: i) design, engineer, permit, procure, install, construct and commission the System (described further in Exhibit 2 to this Agreement) on the Premises, ii) operate, maintain, and administer the System at all times during the Term, and iii) provide to Site Host all of the electrical energy generated by the System during the Term (the "**Solar Services**") to Site Host, and Site Host agrees to accept the Services from the Service Provider.

3. **Term**. The term ("**Term**") of this Agreement shall commence on the date Service Provider gives Site Host written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point (the "**Commercial Operation Date**") and continue**,** unless earlier terminated as provided for in this Agreement, until the end of the period stated in **Exhibit 1** to this Agreement

4. **Monthly Fee, Payment Terms and Taxes**.

a. **Monthly Fee.** Site Host shall pay Service Provider for the performance of the Solar Services at the rate and intervals shown in **Exhibit 1** ("**Monthly Fee**").

b. **Monthly Invoices.** For the convenience of Site Host only, Service Provider may invoice Site Host monthly, stating (i) the Monthly Fee due, (ii) any additional charges incurred by Site Host under this Agreement and (iii) the total amount due from Site Host. Site Host's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Service Provider to issue an invoice or any inaccuracy in any invoice.

c. **Taxes.** Site Host is a tax-exempt governmental entity and will provide evidence of its certification of tax exempt status. Site Host shall not be responsible for any taxes imposed on Service Provider (including property taxes on the System which shall be paid in all instances by Service Provider), and Service Provider shall not be responsible for any Taxes imposed on Site Host. Further, Service Provider understands that it cannot claim exemption from taxes by virtue of any exemption provided by Site Host. For purposes of this Section 4(c), "**Taxes**" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Service Provider's revenues for Services under this Agreement, which shall be Service Provider's responsibility.

d. **Payment Terms.** All amounts due under this Agreement shall be due and payable on the date set forth in **Exhibit 1**. If Monthly Fee is not paid within thirty (30) days of its due date, any outstanding amount shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).

5. **Environmental Attributes and Environmental Incentives**. Unless otherwise specified on **Exhibit 1**, Service Provider is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and the location of the System at Site Host's Premises does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of

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ownership and operation of the System, all of which shall be retained by Service Provider. Site Host shall cooperate with Service Provider in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Site Host shall not be obligated to incur any out–of–pocket costs or expenses in connection with such actions unless reimbursed by Service Provider. If any Environmental Incentives are paid directly to Site Host, Site Host shall immediately pay such amounts over to Service Provider. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Site Host, if engaged in commerce and/or trade, shall submit to Service Provider for approval any press releases regarding Site Host's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Service Provider. Approval shall not be unreasonably withheld, and Service Provider's review and approval shall be made in a timely manner to permit Site Host's timely publication. Site Host and Service Provider shall file all tax returns in a manner consistent with this Section 5.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"Environmental Incentives" means any and credits, rebates, subsidies, payments or other incentives that relate to self–generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

"**Tax Credits**" means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. **Conditions to Obligations**.

a. **Conditions to Service Provider's Obligations**. Service Provider's obligations under this Agreement are conditioned on the completion of the following conditions to Service Provider's reasonable satisfaction on or before (the "Condition Satisfaction Date":

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i. Completion of a physical inspection of the Facility and the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;

ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Service Provider's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between Service Provider and any contractor or subcontractor to install the System;

iii. Confirmation that Service Provider is eligible to obtain all applicable Environmental Incentives and Tax Credits related to the System;

iv. Receipt of all necessary zoning, land use and building permits; and

v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.

b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Service Provider may terminate this Agreement upon ten (10) business days written notice to Site Host without liability for costs or damages or triggering a default under this Agreement.

c. **Commencement of Construction**. Service Provider's obligation to commence construction and installation of the System is conditioned on Service Provider's receipt of (A) proof of insurance for all insurance required to be maintained by Site Host under this Agreement, or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute, and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Service Provider's rights under this Agreement for as long Service Provider is not in default hereunder.

7. **Service Provider's Rights and Obligations**.

a. **Permits and Approvals**. Service Provider, with Site Host's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:

i. any zoning, land use and building permits required to construct, install and operate the System; and

ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Site Host shall cooperate with Service Provider's reasonable requests to assist Service Provider in obtaining such agreements, permits and approvals. However, Site Host shall not incur any cost or expense in providing such assistance.

b. **Standard System Repair and Maintenance.** Service Provider shall construct and install the System at the Premises. During the Term, Service Provider will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except that Site Host shall reimburse Service Provider for the cost of any repairs or maintenance resulting from Site Host's negligence, willful misconduct or breach of this Agreement. Service Provider shall not be responsible for any work done by others on any part of the System unless Service Provider authorizes that work in advance in writing. Service Provider shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls

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or improper operation or maintenance of the System by anyone other than Service Provider or Service Provider's contractors. If the System requires repairs for which Site Host is responsible, Site Host shall pay Service Provider for diagnosing and correcting the problem at Service Provider or Service Provider's contractors' then current standard rates. Service Provider shall provide Site Host with reasonable notice prior to accessing the Facility to make standard repairs.

c. **Non-Standard System Repair and Maintenance.** If Service Provider incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Site Host and relied upon by Service Provider, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Service Provider. In such event, the Parties will negotiate such equitable adjustment in good faith.

d. **Breakdown Notice.** Service Provider shall notify Site Host within twenty-four (24) hours following Service Provider's discovery of any material malfunction in the operation of the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Site Host shall notify Service Provider immediately upon the discovery of an emergency condition affecting the System.

e. **Suspension.** Notwithstanding anything to the contrary herein, Service Provider shall be entitled to suspend operation of the System for the purpose of maintaining and repairing the System and such suspension of operation shall not constitute a breach of this Agreement; provided, that Service Provider shall use commercially reasonable efforts to minimize any interruption in operation to the Site Host.

f. **Use of Contractors and Subcontractors.** Service Provider shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Service Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.

g. **Liens and Payment of Contractors and Suppliers.** Service Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Service Provider under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Service Provider is permitted by law to place on the Facility following non-payment by Site Host of amounts due under this Agreement. Service Provider shall indemnify Site Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Service Provider shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.

h. **Quiet Enjoyment.** Service Provider will not disturb Site Host's quiet enjoyment of the System during the Term unless a Default Event has occurred and is continuing under this Agreement; provided, however, that Service Provider shall have the right to access the System to perform Service Provider's obligations under this Agreement.

8. **Site Host's Rights and Obligations**.

a. **Site Lease to the Premises; Facility Access Rights.** Site Host and Service Provider shall enter into a lease agreement for that portion of the Premises and/or Facility that constitutes the System's site for the duration of the Term, substantially in the form set forth in **Section 5** (the "**Site Lease**"). At request of Service Provider, Site Host shall execute a Memorandum of Lease, which

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shall be in form and substance set forth in **Exhibit 6**, or other form agreed to by the parties. Service Provider may, at its sole cost and expense, record such Memorandum of Lease with the appropriate land registry or recorder's office. Further, Site Host grants to Service Provider and to Service Provider's agents, employees, contractors and assignees an irrevocable non-exclusive license (the "**Site License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Service Provider's obligations and enforcing all of Service Provider's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Site Host's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Service Provider shall not access Site Host's Premises for any purpose not enumerated herein and shall use its best efforts to not unreasonably distub the use of Site Host's property.Service Provider shall notify Site Host prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the Site License shall survive this Agreement and continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement. Site Host shall ensure that Service Provider's rights under the Site License and Service Provider's access to the Premises and the Facility are preserved.. Site Host shall not interfere with nor shall permit any third parties to interfere with such rights or access.

b. **Receipt and Use of Electricity.** Site Host shall take delivery of all of the electric energy generated by the System during the Term. Site Host shall be responsible for delivering to the Utility any electric energy generated by the System that is in excess of Site Host's electric requirements at the time of delivery. Site Host may purchase electric energy for the Facility from other sources if the Site Host's electric requirements at the Facility exceed the output of the System.

c. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.

d. **Maintenance of Facility.** Site Host shall, at its sole cost and expense, maintain the Facility in good condition and repair. Site Host will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Site Host is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Site Host's equipment that utilizes the System's outputs. Site Host shall properly maintain in full working order all of Site Host's electric supply or generation equipment that Site Host may shut down while utilizing the System. Site Host shall promptly notify Service Provider of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.

e. **No Alteration of Facility.** Site Host shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Service Provider's prior written consent. If Site Host wishes to make such alterations or repairs, Site Host shall give prior written notice to Service Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Service Provider the opportunity to advise -Site Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Site Host shall be responsible for all damage to the System caused by Site Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Site Host's alterations and repairs, shall be done by Service Provider or its contractors at Site Host's cost. In addition, if not a Scheduled Outage,Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have

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been produced during such disconnection or removal; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be determined by Service Provider on a commercially reasonable basis. All of Site Host's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

f. **Outages.** Site Host shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Site Host shall not be obligated to reimburse Service Provider for lost or recaptured Environmental Incentives or lost sales (and penalties payments associated with the same) of associated Environmental Attributes (collectively, "**Lost Environmental Revenue**"), as otherwise provided herein; provided, however, that Site Host must notify Service Provider in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during the outage; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall determined by Service Provider on a commercially reasonable basis.

g. **Identification of Equipment.** Site Host agrees, at Service Provider's request, to (i) permit Service Provider to prominently label the System as Service Provider's personal property; (ii) not disturb, remove or obscure, or permit any person other than Service Provider to disturb, remove or obscure such labeling and (iii) permit Service Provider to replace promptly any such labeling which may be disturbed, removed or obscured.

h. **Liens.** Site Host shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Site Host shall immediately notify Service Provider in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without cost to Service Provider, and if Site Host fails to do so promptly (and in any event within 5 Business days' of the attachment of such lien), Service Provider may discharge or release such lien and Site Host, to the extent permitted by state law, shall indemnify Service Provider against all costs and expenses incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.

i. **Security.** Site Host shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Site Host. Site Host will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.

j. **Insolation.** Site Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Service Provider's performance of its obligations and a material term of this Agreement. Site Host shall not in any way cause and, where possible, shall not in any way permit any interference

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with the System's Insolation. If Site Host becomes aware of any activity or condition that could diminish the Insolation of the System, Site Host shall notify Service Provider immediately and shall cooperate with Service Provider in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would reduce the electrical output of the System, and if any reduction in Insolation is caused by or permitted by Site Host ("Insolation Reduction"), Service Provider shall be excused and released from its obligations under the Performance Guaranty during any period of Insolation Reduction.

k. **Data Line.** Site Host shall provide Service Provider a high speed internet data line during the Term to enable Service Provider to record the electric energy generated by the System. If Site Host fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Service Provider may reasonably estimate the amount of electric energy that was generated and invoice Site Host for such amount in accordance with Section 4.

l. **Breakdown Notice.** Site Host shall notify Service Provider within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Site Host shall notify Service Provider immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

m. **No Set-Off.** Site Host is not entitled to reduce or set-off against Monthly Fee or other amounts due to Service Provider or to anyone to whom Service Provider assigns this Agreement whether Site Host's claim arises out of this Agreement, any statement by Service Provider, Service Provider's liability or any third party's liability, strict liability, negligence or otherwise.

9. **Change in Law**.

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Service Provider's obligations hereunder and which has a material adverse effect on the cost to Service Provider of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Service Provider of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Site Host from Service Provider of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Service Provider shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System**. If Site Host ceases to conduct business operations at and/or vacates the Facility prior to the expiration of the Term, Site Host shall have the option to provide Service Provider with a mutually agreeable substitute premises located within the same Utility district as the terminated System. Site Host shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Site Host shall execute an amended agreement that shall have all of the same terms as this Agreement except for the

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(i) Effective Date; (ii) Site Lease, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Site Host shall also provide any new Site Host, owner, Service Provider or mortgagee consents or releases required by Service Provider or Service Provider's Financing Parties in connection with the substitute facility. Site Host shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Service Provider in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Service Provider's Financing Parties in the System. Service Provider shall reasonably estimate the amount of Environmental Attributes and Environmental Incentives that would have been generated by the System during the period of time the System is not in operation due to the relocation and shall invoice Site Host for any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Service Provider shall remove the System from the vacated Facility prior to the termination of Site Host's ownership, lease or other rights to use such Facility. Service Provider will not be required to restore the Facility to its prior condition but shall promptly pay Site Host for any damage caused by Service Provider during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Service Provider shall have the right to make an adjustment to the Monthly Fee to compensate Service Provider for the value of any reduction in revenue Service Provider incurs as a result in decreased production of Environmental Incentives and/or Environmental Attributes and reduced Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) receive as a result of the relocation. If Site Host is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Site Host.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Site Host does not exercise its purchase option), Service Provider shall, at its expense (except as otherwise provided in Section 12(b)(iii)(C)), remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term (**"Return Date"**). Such removal shall be at Service Provider's expense unless the termination is due to a Site Host default. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Service Provider's removal of the System affect the integrity of Site Host's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Service Provider shall leave the Facility in neat and clean order. If Service Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Site Host shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Service Provider's cost. Site Host shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

a. **Inspection of Equipment**. Prior to the removal of the System, Service Provider shall inspect the System to determine if the System has been damaged by Site Host. If the results of such inspection evidence that the System, or any component thereof, has been damaged by Site Host, Site Host shall pay to Service Provider within ten (10) days of demand, the estimated cost (**"Estimated Cost")** of servicing or repairing the System or component thereof. The Estimated Cost shall be determined by Service Provider by obtaining two quotes for such service or repair work and taking their average.

b. **Holdover of Equipment.** If Site Host fails to permit Service Provider to retrieve the System on the Return Date, Service Provider shall be entitled to damages equal to the higher of (i) the monthly charges for the System, pro-rated on a per diem basis, for each day the System is retained beyond the Return Date; or (ii) the daily fair market Monthly Feel for the System on the Return

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Date. Such damages for retention of the System after the Return Date shall not be interpreted as an extension or reinstatement of the Term.

c. **Retention of Rights**. All of Service Provider's rights contained in this Section 11 shall survive the expiration or other termination of this Agreement.

12. **Measurement**.

Service Provider shall install one or more meter(s), as Service Provider deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Service Provider shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages**.

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the "**Defaulting Party**", the other Party shall be deemed to be the "**Non-Defaulting Party**", and each event of default shall be a "**Default Event**":

i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");

ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;

iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;

iv. Site Host loses its rights to occupy and enjoy the Premises;

v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or

vi. Site Host prevents Service Provider from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Site Host's obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies**.

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i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.

iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):

A. Site Host. If Site Host is the Defaulting Party and Service Provider terminates this Agreement, the Termination Payment to Service Provider shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) the value of any Environmental Attributes or Environmental Incentives that would have accrued or would otherwise have been assigned to Service Provider during the remainder of the Term pursuant to the terms of this Agreement (Service Provider shall furnish Site Host with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c) if Service Provider evidences costs are a result of Site Host's default, (2) the net present value (using a discount rate of five and one half percent (**5.5**%)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Site Host to Service Provider. The Parties agree that actual damages to Service Provider in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Site Host would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Service Provider as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.

B. Service Provider. If Service Provider is the Defaulting Party and Site Host terminates this Agreement, the Termination Payment to Site Host shall be equal to the sum of (1) the net present value (using a discount rate of five and one-half percent (**5.5%)**) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Site Host in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Site Host, and (4) any and all other amounts previously accrued under this Agreement and then owed by Service Provider to Site Host. The Termination Payment shall not be less than zero.

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C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Service Provider shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, and Warranties and Covenants.

a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:

i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).

ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

b. Site Host's Representations and Warranties and Covenants. Site Host represents and warrants to Service Provider the following as of the Effective Date and covenants that throughout the Term:

i. Site Lease. Site Host has title to or a leasehold or other property interest in the Premises. Site Host has the full right, power and authority to grant the Site Lease contained in Section 8(a). Such grant of the Site Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Site Host or the Premises or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Site Host is bound or that affects the Premises or the Facility. If Site Host does not own the Premises or Facility, Site Host has obtained all required consents from the owner of the Premises and/or Facility to grant the Site Lease and enter into and perform its obligations under this Agreement.

ii. Other Agreements. Neither the execution and delivery of this Agreement by Site Host nor the performance by Site Host of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Site Host is a party or by which Site Host or the Facility is bound.

iii. Accuracy of Information. All information provided by Site Host to Service Provider, as it pertains to the Facility's physical configuration, Site Host's planned use of the Facility, and Site Host's estimated electricity requirements, is accurate in all material respects.

iv. Site Host Status. Site Host is not a public electric utility and does not sell electricity pursuant to oversight from any utility commission.

v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

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vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

c. **Site Host Tax Representations**. Site Host hereby acknowledges that on the Commercial Operation Date, the Service Provider intends for the System to qualify for the Tax Credits, and Site Host hereby represents and warrants that at no time during the Term of this Agreement will Site Host take or omit to take any action whether or not such act or omission is otherwise permitted by this Agreement which will result in the disqualification of the System or disallowance or recapture of all or any portion of the Tax Credits. If as a result of a breach of any representation, warranty or covenant of the Site Host contained in this Agreement (i) tax counsel of Service Provider reasonably determines that Service Provider is not entitled to claim on its Federal income tax return all or any portion of the Tax Credits with respect to the System, or (ii) any of the Tax Credits claimed by the Service Provider (or any partner in the Service Provider) is disallowed or adjusted by the Internal Revenue Service, or (iii) any Tax Credit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation or recapture being a "**Loss**"), the Site Host shall pay to Service Provider as additional Monthly Fee an amount that shall cause Service Provider's after-tax economic yield and cash flow to equal the after-tax economic return that would have been realized by Service Provider if such Loss had not occurred. Notwithstanding the foregoing, Site Host shall not be responsible for Service Providers' failure to obtain any Tax Credit due to Service Providers' or Service Provider's tax counsel's error or omission in pursuing and filing for tax credits.

d. **Disclaimer**. UNDER THIS AGREEMENT SERVICE PROVIDER DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SYSTEM UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE., WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL NOT APPLY. All such risks, as between the Parties, are to be borne by Site Host. To the extent permitted by state law, the remedies set forth in this Agreement shall be Site Host's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Performance Guaranty that Service Provider will provide to Site Host is a separate contract from this Agreement. No rights provided to Site Host by the Performance Guaranty may be asserted under this Agreement, and any claim thereunder must be made independently of this Agreement and will not affect Site Host's obligations under this Agreement.

15. **System and Facility Damage and Insurance**.

a. **System and Facility Damage**.

i. Service Provider's Obligations. If the **System** is damaged or destroyed other than by Site Host's negligence or willful misconduct, Service Provider shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Service Provider shall not be required to restore the System, but may instead (A) either agree to pay for the cost of such restoration of the System or (B) terminate this Agreement and remove the System "AS-IS".

ii. Site Host's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Service Provider's negligence or willful misconduct, such that the operation of the System and/or Site Host's ability to accept the electric energy produced by the System are materially impaired or prevented, Site Host shall

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promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term, Site Host may elect either (A) to restore the Facility or (B) to pay to Service Provider the net present value (using a discount rate of five and one half percent (**5.5**%)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Termand all costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Service Provider and Site Host shall maintain the following insurance:

i. Service Provider's Insurance. Service Provider shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least $1,000,000 per occurrence and $2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least $1,000,000 and (iv) workers' compensation insurance as required by law.

ii. Site Host's Insurance. Site Host shall maintain commercial general liability insurance with coverage of at least one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) annual aggregate or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute.

c. **Policy Provisions.** Any insurance policy provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.

d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.

e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. **Ownership; Option to Purchase**.

a. **Ownership of System**. Throughout the Term (except as otherwise permitted in), Service Provider shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Service Provider and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Service Provider and Site Host agree that the Service Provider (or the designated assignee of Service Provider permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Site Host covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Site Host shall provide a disclaimer or release from such lienholder. If Site Host is the fee owner of the Premises, Site Host

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consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Site Host is not the fee owner, Site Host will obtain such consent from such owner. Upon request, Site Host agrees to deliver to Service Provider a non-disturbance agreement in a form reasonably acceptable to Service Provider from the owner of the Facility (if the Facility is leased by Site Host), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Site Host does not own the Premises or Facility, Site Host shall provide to Service Provider immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Site Host's lease of the Premises and/or Facility.

b. **Option to Purchase**. At the end of the sixth, fifteenth, twentieth and twenty-fifth Contract Years, and at the end of the Initial Term and each Additional Term, so long as Site Host is not in default under this Agreement, Site Host may purchase the System from Service Provider on any such date for a purchase price equal to the Fair Market Value of the System. Site Host must provide a notification to Service Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Service Provider shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Service Provider shall assign to Site Host any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.

c. **Determination of Fair Market Value**. "**Fair Market Value**" means, in Service Provider's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of five and one half percent (5.5%)) of all associated future income streams expected to be received by Service Provider arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected Monthly Fees, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided. Service Provider shall determine Fair Market Value within thirty (30) days after Site Host has exercised its option to Purchase the System. Service Provider shall give written notice to Site Host of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Site Host reasonably objects to Service Provider's determination of Fair Market Value within thirty (30) days after Service Provider has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties fail to reach an agreement on the Fair Market Value, Site Host may withdraw its request to purchase the System. Upon purchase of the System, Site Host will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Service Provider shall have no further liabilities or obligations hereunder.

17. **Indemnification and Limitations of Liability**.

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a. **General**. Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 15.c.i. Notwithstanding any other provisions of this Agreement, Site Host shall only have obligations to indemnify Service Provider under this Section to the extent permitted by applicable law, and the Parties acknowledge that such obligations may be limited or prohibited thereunder.

c. **Notice and Participation in Third Party Claims**. The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(c) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge that Site Host cannot be bound by any settlement absent prior of approval of the Metropolitan Council. The Indemnifying Party shall have no liability under this Section 17(c) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.

i. **Environmental Indemnification**. Service Provider shall indemnify, defend and hold harmless all of Site Host's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(i)(i)) to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Only to the fullest extent permitted by applicable law, Site Host shall indemnify, defend and hold harmless all of Service Provider's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.

ii. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter

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prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. **Limitations on Liability**.

i. No Consequential Damages. To the extent permitted by state law, except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Service Provider is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Site Host, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (2) in the event that Service Provider is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Site Host causes Service Provider to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages. The Parties further agree that (1) Site Host's reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; and; (2) any third-party System removal costs incurred by Site Host shall be direct and not indirect or consequential damages.

ii. Actual Damages. . with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Service Provider, Service Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Site Host under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Service Provider must be brought within one (1) year after the cause of action accrues.

18. **Force Majeure**.

a. "**Force Majeure**" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.

b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused

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obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Site Host's ability to make payment.

d. If a Force Majeure event continues for a period of two hundred seventy (270) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

a. **Assignment and Sublease**. SITE HOST SHALL NOT ENCUMBER THE SYSTEM OR ANY PART THEREOF, SERVICE PROVIDER'S TITLE OR SITE HOST'S RIGHTS UNDER THIS AGREEMENT. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Service Provider may, without the prior written consent of Site Host, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Service Provider, (iii) assign this Agreement and the System to any entity through which Service Provider is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Service. In the event of any such assignment, the Service Provider shall be released from all its liabilities and other obligations under this Agreement, provided that Service Provider shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Service Provider's obligations hereunder by the assignee. However, any assignment of Service Provider's right and/or obligations under this Agreement, shall not result in any change to Site Host's rights and obligations under this Agreement. Service Provider shall provide notice to Site Host upon any assignment contemplated by this Section A. Site Host's consent to any other assignment shall not be unreasonably withheld if Site Host has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

b. **Financing**. The Parties acknowledge that Service Provider may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Service Provider in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Service Provider has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Site Host agrees to execute any consent, estoppel or acknowledgement in

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form and substance reasonably acceptable to such Financing Parties; provided however that any such document does not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

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c. **Successor Servicing**. The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Service Provider or its affiliates by Financing Parties, that such Financing Parties may require that Service Provider or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Site Host agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. **Confidentiality and Publicity**.

a. **Confidentiality**. If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Site Host's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement,provided and on condition that such potential assignees shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially, and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.

i. Notwithstanding the above or any other provions of this Agreement, the Parties acknowledge i) that Site Host as a Metropolitan Government, is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501 et seq, and ii) any conflict between the terms of this Section 20 (Confidentiality) and the Tennessee Open Records Act shall be resolved in favor of the Tennessee Public Records Act, and iii) the Tennessee Public Records Act grants Tennessee citizens the right to access state, county and municipal public records. "Public Records" are defined as "all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental entity." Unless otherwise exempt by law from the purview of the Public Records Act, Site Host will notify Service Provider prior to disclosure mandated by the Tennessee Public Records Act.

b. **Permitted Disclosures**. Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority

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under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

a. **Choice of Law**. The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.

b. **Notices**. All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.

c. **Survival**. Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 14(c) (Disclaimer), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (**Error! Reference source not found.**) (Arbitration and Attorneys' Fees), Section 22(b) (Notices), Section 22 (f) (Comparative Negligence), Section 22(g) (Non-Dedication of Facilities), Section 22(i) (No Partnership) Section 22(j) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(k) (No Third Party Beneficiaries).

d. **Further Assurances**. Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

e. **Right of Waiver**. Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this

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Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Site Host or Service Provider shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

f. **Comparative Negligence**. It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.

g. **Non-Dedication of Facilities**. Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Site Host not shall knowingly take any action that would subject the Service Provider, or Service Provider's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Site Host shall not assert in any proceeding before a court or regulatory body that Service Provider is a public utility by virtue of such other Party's performance under this agreement. If Service Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Service Provider does not become subject to any such regulation provided however that any such restructuring shall not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

h. **Estoppel**. Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

i. **No Partnership**. No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.

j. **Full Agreement, Modification, Invalidity, Counterparts, Captions**. This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or

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invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

k. **No Third Party Beneficiaries**. Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

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Section 5 – Solar Services Agreement
Form of Site Lease

Site Lease Agreement

This SITE LEASE AGREEMENT (this "**Agreement**") is made and entered into this [_____], 2021 (the "**Effective Date**"), by and between LightWave Solar, LLC ("**Lessee**") and the Metropolitan Government of Nashville and Davidson County ("**Lessor**").

Recitals

A. Lessor is the owner of those certain parcels or tracts of ground in Davidson County, Tennessee, identified as [Parcel 1, Parcel 2, and Parcel 3] and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels are referred to herein as the "**Premises**").

B. Lessor and Lessee entered into a certain Solar Services Agreement and related Goods and Services Contract (the "**Solar Services Agreement**") pursuant to which the Lessee has agreed to design, construct, install, operate, manage and administer a multi-site solar photovoltaic system (the **"System**") on those certain portions of the Premises identified in **Attachment B** hereto (the "**Leased Premises**") for the purpose of providing electric energy to Lessee.

C. Lessor desires to grant to Lessee the rights described herein for the purposes of designing, installing, operating, maintaining, managing and removing the System.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Lessor, Lessor and Lessee hereby agree as follows:

1. **Grant of Access.** Lessor hereby grants and permits Lessee, its successors and assigns, access for the period of time set forth herein, across, over, under and above the Leased Premises i) in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Lessee may from time to time require, and ii) as reasonably necessary to provide access to and services reasonably required for Lessee's performance under the Solar Services Agreement. The rights granted hereunder shall run with and burden the Premises for the term of this Agreement.

2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the System's Commercial Operation Date (as such term is defined in the Solar Services Agreement), and (b) one hundred twenty (120) days following expiration of the term of the Solar Services Agreement, and (c) any earlier termination of the Solar Services Agreement due to default by Lessee thereunder. No delay or interruption by Lessee in the use or enjoyment of any right hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, or estate granted hereby.

3. **Obstructions.** In addition to the rights afforded Lessee under the Solar Services Agreement, Lessee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Leased Premises, and may level and grade such portions of the Leased Premises, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Lessor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Lessor covenants for itself, its heirs, successors and assigns that:

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a. Lessor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Leased Premises on which is located any portion of the System, including any related interconnection equipment; and

b. if such a structure or obstruction is built or placed within any portion of the Leased Premises on which is located any portion of the System, including any related interconnection equipment, Lessor will remove the same at the request of the Lessee at no cost to the Lessee. Lessee may erect a fence on such portions of the Leased Premises on which any portion of the System is located in order to exclude Lessor and others from accessing such areas provided that Lessor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Reservation of Rights**. Lessor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Lessor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Lessee.

5. **Title.** Lessor represents and warrants to Lessee that (a) Lessor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Lessee's rights hereunder or under the Solar Services Agreement. Lessor further represents and warrants to Lessee that Lessor has the right to execute and deliver this Agreement and to grant to Lessee the rights hereunder, and that such grant does not, and will not, violate or breach Lessor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Lessor is a party or by or to which any of Lessor's assets or properties, including the Premises or the Leased Premises, is bound or subject. In the event that, after the date of this Agreement, Lessor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Lessor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Lessee an agreement, in customary form and in form and substance reasonably acceptable to Lessee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").

6. **Recordation; Possession.** This Agreement may be recorded against the Property by Lessee at Lessee's sole cost and expense. Lessor covenants and agrees, for itself and its assigns and successors, that the Lessee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.

7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to conflicts of law principles.

8. **Severability**. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

9. **Binding Effect; Successors and Assigns**. Lessee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Services Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.

10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.

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12. **Amendments; Acknowledgments**. Lessor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signature Pages Follow]

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IN WITNESS WHEREOF, this Site Lease Agreement has been entered into by the Parties by their signatures below as of the Effective Date first mentioned above.

Lessor:
Metropolitan Government of Nashville & Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Lessee:
LightWave Solar, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor as to Availability of Funds:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor as to Form and Legality:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved by Lessor's Director of Property Administration:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Attachment A
to Site Lease Agreement

Premises Description:

[Attach legal description from Project Site survey]

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Attachment B
to Site Lease Agreement

Leased Premises description:

[Attach legal description from Project Site survey]

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Section 6 – Solar Services Agreement
Form of Memorandum of Lease

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [_____], notice is hereby given of that Solar ServicesAgreement dated as of [_____] for provision of solar construction and asset management services (the "**Solar Services Agreement**"), such Solar Services Agreement includes the grant of Lease to Service Provider, pursuant to the terms of the Solar Services Agreement. This notice may be executed in counterparts by the Parties to the Solar Services Agreement.

Parties to the Agreement:

Service Provider: [_____]
[_____]
[_____]

Site Host : [_____]
[_____]
[_____]

Date of Execution of Solar Agreement: [_____]

Description of Premises: See **Section 5, Attachment A**

TERM OF AGREEMENT:

The term of the Solar Services Agreement shall be until the last day of the calendar month in which the thirtieth (30th) anniversary of the Commercial Operation Date (as that term is defined in the Solar Services Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Solar Services Agreement.

[Signature Pages and Notary Pages follow]

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Section 6
Attachment A
Description of the Premises

[Service Provider to Complete]

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Section 7 – Solar Services Agreement
Form of Performance Guaranty Agreement

In consideration for Purchaser's entering into the Solar Services Agreement between LightWave Solar, LLC ("Service Provider") and Metropolitan Government of Nashville and Davidson County ("Site Host") related to the System at the Premises (the "**Solar Services Agreement**"), this Performance Guaranty (this "**Guaranty**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

Site Host:		**Service Provider:**	
Name and Address	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	Name and Address	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	None	Phone	(615) 641-4050
E-mail	None	E-mail	(615) 641-2219
Project Name	Metro Water 2021 Solar Project		ckoczaja@lightwavesolar.com

This Guaranty sets forth the terms and conditions of a guaranty provided by Lessor in conjunction with the Lease. Capitalized terms not otherwise defined herein have the meanings given such terms in the Lease. The term of this Guaranty will be concurrent with the term of the Lease; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the Lease the System will generate not less than ninety percent (90%) of the projected generation of the System as set forth in **Table 1.A** below (such figure, the "**Guaranteed kWh**").

Table 1.A, projected production values:

Contract Year	Pre-Adjustment Annual KWh (90% of projected generation)
Year 1	4,951,375
Year 2	4,852,347
Year 3	4,830,512
Year 4	4,808,775
Year 5	4,787,135
Year 6	4,765,594
Year 7	4,744,148
Year 8	4,722,800
Year 9	4,701,547
Year 10	4,680,390
Year 11	4,659,328
Year 12	4,638,362
Year 13	4,617,489
Year 14	4,596,710
Year 15	4,576,025
Year 16	4,555,433

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Year 17	4,534,933
Year 18	4,514,526
Year 19	4,494,210
Year 20	4,473,986
Year 21	4,453,853
Year 22	4,433,811
Year 23	4,413,859
Year 24	4,393,997
Year 25	4,374,224
Year 26	4,354,539
Year 27	4,334,945
Year 28	4,315,437
Year 29	4,296,018
Year 30	4,276,686

B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Service Provider (the "**Actual kWh**") is ***less*** than the Guaranteed kWh on a cumulative basis for all Contract Years through that Contract Year, then Service Provider shall pay Site Host an amount equal to (i) the cumulative difference between the Guaranteed kWh and the Actual kWh from the beginning of the first year through the end of that Contract Year, divided by (ii) the Guaranteed kWh for that Contract Year, multipled by (iii) $373,091.88, the total of which is reduced by (iv) the sum of cumulative performance guaranty payments made by Service Provider in all previous Contract Years.

C. If a payment of greater than fifty dollars ($50) is due under Section 1(B), (i) Service Provider will deliver a statement to Site Host detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.

D. If at the end of a Contract Year the Actual kWh is ***greater*** than the Guaranteed kWh, this surplus will be carried over and will be used to offset any deficits that may occur in any subsequent Contract Years.

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

A. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Service Provider or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Service Provider, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.

B. Site Hosts's failure to perform, or breach of, Site Host's obligations under the Solar Services Agreement.

C. Insolation Reduction, as described in [Section 8(j)] of the Agreement.

3. **Liquidated Damages; Waiver of Cost Savings**. The Parties agree that the payment described in Section 1(B) is a reasonable approximation of the damages suffered by Lessee as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Lessee's sole and exclusive remedy hereunder for underperformance of the System. Lessee hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the System.

4. **Incorporation of Solar Services Agreement Provisions**. Section 18 (Force Majeure), Section 19 (Assignment and Financing) and Section 22 (Miscellaneous Provisions) of the Solar Services Agreement and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to "Agreement" were to this Guaranty and any reference to "Parties" were to the Parties to this Guaranty.

[Signature Page Follows]

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Site Host:
Metropolitan Government of Nashville and Davidson County

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Service Provider:
LightWave Solar, LLC

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Availability of Funds:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Approved as to Form and Legality:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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Client#: 20381 LIGHSO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/07/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
HUB International Mid-South
3011 Armory Drive Suite 250
615-383-9761
Nashville, TN 37204

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INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Builders Mutual Insurance Company	10844
INSURER C : Argonaut Insurance Company	19801
INSURER D : LM Insurance Corporation	33600
INSURER E : Columbia Casualty Company	31127
INSURER F :	

INSURED
Lightwave Solar, LLC
3026 Owen Drive, Suite 104
Antioch, TN 37013-2417

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE	$1,000,000
A	CLAIMS-MADE X OCCUR			CAP5188849	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X PD Ded:2,500						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ENP0435953	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WCP105079704	05/01/2020	05/01/2021	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		WC928628604014	05/01/2020	05/01/2021	E.L. EACH ACCIDENT	$1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC539S379613029	10/02/2019	10/02/2020	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability Contractors E&O			6046305247	05/01/2020	05/01/2021	$1,000,000 each claim; $1,000,000 aggregate $50,000 deductible.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Metropolitan Government of Nashville and Davidson County , its officals, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.
Project Reference(s) : Water Services Department Solar Project(s) at :

(1) Omohundro South	1427 Lebanon Pike	Nashville, TN 37210
(2) White's Creek	1360 County Hospital Road	Nashville, TN 37218
(3) Central WWTP	1700 3rd Ave North	Nashville, TN 37208

CERTIFICATE HOLDER
Purchasing Agent
Metropolitan Government of Nashville and Davidson County
Metro Courthouse
Nashville, TN 37201

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Phil Barnes

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COMMENTS/REMARKS

General Liability:
Additional Insured status, waiver of subrogation and primary/noncontributory status applies when required by written contract and only as per forms GA233 09 17 and GA472 09 17.

Business Automobile Liability:
Additional Insured status applies when required by written contract and only as per form AA4171 11 05. Coverage is noncontributory for additional insureds when required by written contract and only as per form AA4174 11 05.

Workers Compensation & Employers Liability:
Waiver of subrogation applies when required by written contract to coverage in Alabama, Mississippi and Tennessee.

Excess/Umbrella Liability:
The Umbrella Liability policy provides excess limits over the scheduled underlying primary Commercial General Liability, Business Automobile Liability, and Employers Liability policies' limits, subject to the Umbrella policy's terms, conditions and exclusions. "Automatic Non-Contributory Coverage Endorsement-Where Required by Written Contract" form US4096 10 10 is attached to the policy.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

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Certificate Of Completion

Envelope Id: F6984F12BB3A4E1EBB413B073E12717C
Status: Sent
Subject: URGENT Agreement No 6485668 Lightwave Solar, LLC (Water Services)
Source Envelope:
Document Pages: 63
Signatures: 3
Certificate Pages: 15
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
1/11/2021 9:43:05 AM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Chris Koczaja ckoczaja@lightwavesolar.com CEO LightWave Solar, LLC Security Level: Email, Account Authentication (None)	Chris Koczaja Signature Adoption: Pre-selected Style Using IP Address: 68.53.115.135	Sent: 1/11/2021 10:15:59 AM Resent: 1/11/2021 10:17:36 AM Viewed: 1/11/2021 10:18:05 AM Signed: 1/11/2021 12:17:17 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 10:18:05 AM ID: e0141948-8816-43e3-9779-aec8f4d1ff09		
Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kevin Crumbo/tlo Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 12:17:19 PM Viewed: 1/11/2021 1:04:22 PM Signed: 1/11/2021 1:05:00 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 1:04:22 PM ID: 0d1ba4d8-c391-4fc4-b448-480b81b993ac		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	Tara Ladd Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/11/2021 1:05:03 PM Viewed: 1/11/2021 1:06:15 PM Signed: 1/11/2021 1:06:40 PM
Electronic Record and Signature Disclosure: Accepted: 1/11/2021 1:06:15 PM ID: 5b5e217e-a11a-4314-8167-f5a9d9227f5d		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/11/2021 1:06:44 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Tara Ladd tara.ladd@nashvile.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/11/2021 1:06:42 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/11/2021 11:58:33 AM ID: f931b20c-ac14-4226-9ca0-93fee29f9a6b	COPIED	Sent: 1/11/2021 1:06:43 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/11/2021 10:15:59 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber. 19. PRIVACY Personal information provided or collected through or in connection with this Site shall only by used in accordance with DocuSignâ€™s Privacy Policy and these Terms and Conditions are subject to the Privacy Policy on DocuSign's website which sets forth the terms and conditions governing DocuSign's collection and use of personal information from Authorized Users that is gathered through the Site. 20. ACCESS LIMITS Your use of the Site is at all times governed by our website Terms of is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in these Terms and Conditions, DocuSign does not transfer to Subscriber of any Authorized User any of DocuSignâ€™s technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSignâ€™s technology and intellectual property will remain solely with the DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Subscription Service or DocuSignâ€™s technology. DocuSign agrees that data and information provided by Subscriber under these Terms and Conditions shall remain, as between Subscriber and DocuSign, owned by Subscriber. DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSignâ€™s regular trade names, trademarks, titles and logos (â€œLicensed Marksâ€?) solely for purposes of identifying DocuSignâ€™s products and services. Details of this trademark license are available at: http://www.docusign.com/IP. 22. FEEDBACK By submitting feedback to DocuSign: (a) Subscriber automatically grants to DocuSign a perpetual, irrevocable, transferable, royalty-free license to use Subscriber's feedback for any and all purposes without any compensation to Subscriber; and (b) Subscriber agrees that it will not publish, submit, or display feedback submitted by Subscriber or its Authorized Users to or on any other web site or in any other publicly accessible forum without DocuSign's prior written consent. 23. GENERAL Subscriber acknowledges that the Subscription Service and any related products, information, documentation, software, technology, technical data, and any derivatives thereof, that DocuSign makes available to its Subscribers (collectively â€œExcluded Dataâ€?), is subject to export control laws and regulations of the United States and other jurisdictions (collectively â€œExport Lawsâ€?). Subscriber represents and warrants that: (i) it is not located in, under the control of, or a national or resident of an embargoed country or prohibited end user under Export Laws; and (ii) it will not access, download, use, export or re-export, directly or indirectly, the Excluded Data to any location, entity, government or person prohibited by export laws, without first complying with all Export Laws that may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction it operates or does business. Subscriber is solely responsible for complying with Export Laws for all Excluded Data and any of its content transmitted through the Subscription Service. Subscriber shall advise DocuSign in the event the Excluded Data requires DocuSign to obtain additional licenses, permits and/or approvals from any government in the jurisdiction where Subscriber intends to use the Subscription Service. Upon being advised of such a requirement, DocuSign may at its sole discretion: (a) terminate

Subscriber's Account; (b) obtain such licenses, permits, and/or approvals as may be required; or (c) modify these Terms and Conditions such that additional licenses, permits, and/or approvals are no longer required to be obtained by DocuSign. The Subscription Service will be accessed and delivered via the internet. Subscriber is responsible for obtaining the necessary equipment and internet connection in order to access and use the Subscription Service. In order to fully utilize the Subscription Service, Subscriber will need to maintain certain minimum hardware and software requirements. These requirements are set forth in the Specifications. DocuSign will be and act as an independent contractor (and not as the agent or representative of Subscriber) in the performance of these Terms and Conditions. These Terms and Conditions will not be interpreted or construed as: (a) creating or evidencing any association, joint venture, partnership, or franchise between the parties; (b) imposing any partnership or franchise obligation or liability on either party; (c) prohibiting or restricting either partyâ€™s performance of any services for any third party; or (d) establishing or as a foundation for any rights or remedies for any third party, whether as a third party beneficiary or otherwise. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSignâ€™s prior authorization. Subscriber may not assign its rights, duties, or obligations under these Terms and Conditions without DocuSignâ€™s prior written consent. If consent is given, these Terms and Conditions will bind Subscriberâ€™s successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under these Terms and Conditions except as expressly provided in these Terms and Conditions is void. DocuSign may freely assign its rights, duties, and obligations under these Terms and Conditions. DocuSign may utilize a subcontractor or other third party to perform its duties under these Terms and Conditions so long as: (a) DocuSign shall not be relieved of any responsibilities or obligations under these Terms and Conditions that are performed by the subcontractor or third party; and (b) DocuSign shall remain Subscriberâ€™s sole point of contact and sole contracting party. We may provide, or third parties may provide, links to other Web sites or resources that are beyond our control. We make no representations as to the quality, suitability, functionality, or legality of any sites to which links may be provided, and you hereby waive any claim you might have against us with respect to such sites. DOCUSIGN IS NOT RESPONSIBLE FOR THE CONTENT ON THE INTERNET OR WEB PAGES THAT ARE CONTAINED OUTSIDE THE SITE. Your correspondence or business dealings with, or participation in promotions of, advertisers or partners found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such advertiser or partner. You agree that we are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or partners on the Site. Any notice required or permitted to be given in accordance with these Terms and Conditions will be effective if it is in writing and sent using the certified delivery function of the Subscription Service, by email, certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth in Subscriber's registration information for Subscriber or on the Site for DocuSign. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service or email, two business days following the date of mailing, or one business day following delivery to a courier. Written notification to terminate an Account shall be sent by email to support@docusign.com from the Subscriberâ€™s email address set forth in Subscriber's registration information for Subscriber, or by calling

1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such partyâ€™s reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters. v140527 How it works eSignature Digital Transaction Management Legality Security Global Take a Demo Free Trial Resource Center By Industry Financial Services Healthcare High Tech Higher Education Insurance Real Estate Life Sciences Government By Department Sales Human Resources Finance IT/Operations Legal Marketing Facilities Support Product Management Procurement Partners & Developers Partner Programs Find a Partner Solution Showcase Partner Portal Dev Center Support & Training DocuSign Support Community DocuSign University Company About DocuSign Leadership Team Financial Investors Board of Directors Security & Trust Blog Events Press Room Careers Contact Subscriptions Follow Us Facebook Twitter LinkedIn Glassdoor Google + YouTube Validate TRUSTe privacy certification Â© DocuSign Inc., 2003 - 2014 221 Main St., Suite 1000, San

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File #: BL2021-623, **Version:** 1

An ordinance approving and authorizing the Director of Public Property Administration, or his designee, to accept a donation of real property consisting of 15.91 acres, a portion of Parcel ID 18700000100, for use as a proposed school site (Proposal No. 2021M-001PR-001).

WHEREAS, Regent Homes, LLC owns property consisting of 112.92 acres in Davidson County located at 0 Burkitt Road (the "Property"), described on the Exhibit Plat, attached hereto, that is suitable for a school; and,

WHEREAS, Regent Homes, LLC proposes to donate the Property to the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") for use as part of the school system; and,

WHEREAS, the Board of Education recommends acceptance of the donation of the Property; and,

WHEREAS, acceptance of the donation of the Property will benefit the citizens of Davidson County by enhancing the availability of educational opportunities in Davidson County.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

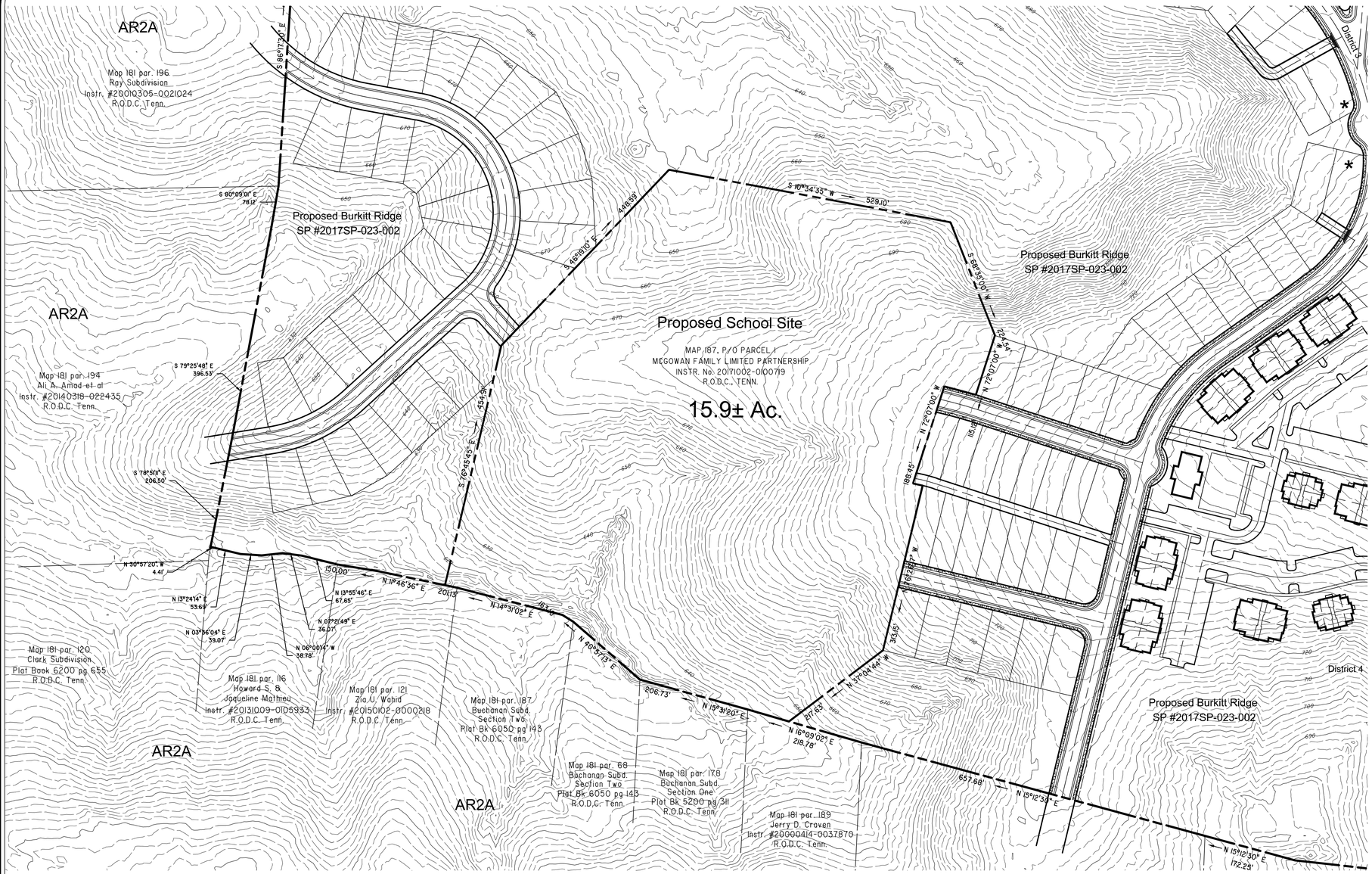
Section 1. The Director of Public Property Administration, or his designee, is hereby authorized to execute such documents as may be necessary to effectuate the donation of the Property described on the Exhibit Plat, attached hereto, from Regent Homes, LLC to the Metropolitan Government for use as part of its school system.

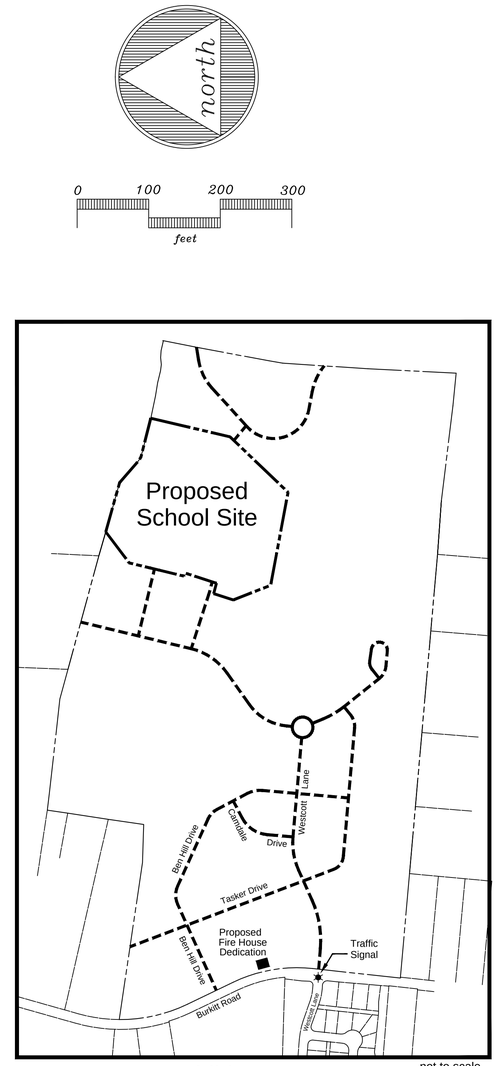
Section 2. This ordinance shall take effect from and after its passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance accepts a donation of property located on Burkitt Road in Antioch from Regent Homes, LLC to Metro Nashville Public Schools. Regent Homes owns 112.92 acres in this area, which is identified on the sketch attached to the ordinance as the proposed Burkitt Ridge subdivision. This donation includes 15.91 acres of property located in the center of the development area for a proposed school site. The Board of Education has approved this donation.

Fiscal Note: The estimated value of the 15.91 acres of donated property has not yet been determined. The total appraised value for the 112.92 acres is $127,101 according the Assessor of Property's website.





Street Access Exhibit

not to scale

Notes:

1. Property Map 187, a portion of parcel 1
   31st Council District, Davidson County, Tennessee
2. Property Owner: McGowan Family Limited Partnership
   Instr. No. 20171002-010079
   R.O.D.C. Tenn.
3. Proposed Site contains 15.9 Acres, more or less.
4. Existing Zoning : SP (Burkitt Ridge, SP No. 2017SP-023-002)
5. This Exhibit Plat is for illustrative purposes only. Exact boundary lines and acreages are subject to change. This exhibit should not be construed to be a certified land survey.

Exhibit Plat
Proposed Public School Site

Burkitt Ridge

31st Council District
Nashville, Davidson County, Tennessee

PREPARED FOR:
Regent Homes, LLC

Date: January 29, 2020 - Scale: 1" = 100'

Anderson, Delk, Epps & Associates Inc.
618 GRASSMERE PARK DRIVE - SUITE 4
NASHVILLE, TENNESSEE 37211

16-103

File #: BL2021-624, **Version:** 1

An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. 2020M-027AG-001).

WHEREAS, Green Trails, LLC ("Grantor") is the sole owner in fee simple of certain real property located at 0 Asheford Trace (Parcel No. 16400026200); and,

WHEREAS, pursuant to the terms of the easement agreement attached to this ordinance and incorporated herein, Grantor proposes to grant the Metropolitan Government a greenway conservation easement; and,

WHEREAS, Grantor intends that the conservation values of the property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. The greenway conservation easement agreement attached hereto and incorporated herein, is hereby approved.

Section 2. The Director of Public Property, or his designee, is authorized to accept and record the greenway conservation easement and to take such other reasonable actions as may be necessary to carry out the intent of this ordinance.

Section 3. Further amendments to this easement agreement may be approved by resolution of the Metropolitan Council.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance accepts a greenway conservation easement for property located at Asheford Trace, unnumbered. The easement will be 20 feet wide, resulting in a total easement area of 6,824 square feet. There is no cost to Metro to acquire the easement. Further amendments to this easement agreement may be approved by resolution.

This ordinance has been approved by the planning commission.

Ordinance No. _____

An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. 2020M-027AG-001).

WHEREAS, Green Trails, LLC ("Grantor") is the sole owner in fee simple of certain real property located at 0 Asheford Trace (Parcel No. 16400026200); and,

WHEREAS, pursuant to the terms of the easement agreement attached to this ordinance and incorporated herein, Grantor proposes to grant the Metropolitan Government a greenway conservation easement; and,

WHEREAS, Grantor intends that the conservation values of the property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. The greenway conservation easement agreement attached hereto and incorporated herein, is hereby approved.

Section 2. The Director of Public Property, or his designee, is authorized to accept and record the greenway conservation easement and to take such other reasonable actions as may be necessary to carry out the intent of this ordinance.

Section 3. Further amendments to this easement agreement may be approved by resolution of the Metropolitan Council.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

_____
Monique Odom, Director
Department of Parks and Recreation

_____
Trael Webb, Director
Public Property Administration

APPROVED AS TO AVAILABILITY
OF FUNDS:

INTRODUCED BY:

_____

_____

_____
Member(s) of Council

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the __27th__ day of __April__, 2020__, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and __**Green Trails, LLC**__, property owner (herein referred to as Grantor).

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by this reference (herein referred to as "the Property"); and

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated

incorporation and maintenance of the property as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement") to be located as more particularly shown on Exhibit A and Exhibit B attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

a. To preserve and protect the conservation values of the Property; and

b. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.

b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:

i. That the hours of public access of the Easement shall be from sunrise to sunset.

ii. That all persons utilizing the Easement area must remain on the pathway.

iii. That all pets of persons utilizing the pathway must be on a leash at all times.

resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Metro may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the expiration of the period provided for cure. Metro's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.

11. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

12. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a

leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors,

and assigns, and shall continue as a servitude running in perpetuity with the Property.

TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 24th day of April, 2020.

GRANTOR:

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DIRECTOR, PARKS AND RECREATION

STATE OF TN)
COUNTY OF Davidson)

On this the 24th day of April, 2020, before me personally appeared Rick Deckbar, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Susan E. Gorman
NOTARY PUBLIC

My Commission Expires: 3/7/2023

STATE OF TENNESSEE)
)

COUNTY OF DAVIDSON)

On this the _____ day of _____, 200__, before me personally appeared _____, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that he, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires:_____

EXHIBIT A

PROPERTY DESCRIPTION: Map # 164 – P/O Parcel (262.00)
"20-Foot Wide Dedicated Conservation Greenway Public Access Trail Easement Area"

A 20-Foot wide easement lying on and across a tract of land in the 32nd Council District of Metropolitan Nashville, Davidson County, Tennessee conveyed to Green Trails, LLC by Deed of record in Instrument No. 20180710-0066554 Register's Office, Davidson County (R.O.D.C.), Tennessee. Said tract being shown as Parcel (262.00) on Davidson County Property Map # 164. Said easement being more particularly described as follows:

Beginning at an Iron Rod (Old) qt the Southeasterly terminus of Monroe Crossing (50' Public R/W) at the Northeasterly property corner of Lot 132 as shown on Asheford Crossing – Section Three as of record in Plat Book 9700, Page 545 R.O.D.C., Tennessee; thence,

1. With the Easterly terminus of Monroe Crossing, in part, North 06 degrees 42 minutes 07 seconds East a distance of 20.01 feet to a point in the Westerly property line of the tract upon which this easement lies; thence,

2. Leaving the Easterly terminus of Monroe Crossing, with a new line, South 85 degrees 05 minutes 48 seconds East a distance of 73.38 feet to a point; thence,

3. With a 90.00-foot radius curve to the right an arc distance of 125.40 feet to a point. Said curve has a chord bearing and distance of South 45 degrees 10 minutes 48 seconds East, 115.502 feet; thence,

4. South 05 degrees 15 minutes 47 seconds East a distance of 158.55 feet to point in the Northerly property line of a tract of land conveyed to the Metropolitan Government of Nashville and Davidson County by deed of record in Instrument # 20150911-1192568 R.O.D.C., Tennessee; thence,

5. With the Northerly property line of the Metro Government tract, in part, North 81 degrees 15 minutes 02 seconds West a distance of 20.61 feet to a point that is 42.46 feet from an Iron Rod (Old); thence,

6. Leaving the Northerly property line of the Metro Government tract, with another new line, Through the property on which this easement lies, North 05 degrees 15 minutes 47 seconds West a distance of 153.56 feet to a point; thence,

7. With a 70.00-foot radius curve to the left, an arc distance of 97.54 feet to a point. Said curve has a chord bearing and distance of North 45 degrees 10 minutes 48" West, 89.835 feet; thence,

8. North 85 degrees 05 minutes 48 seconds West a distance of 74.01 feet to the Point of Beginning and containing 6824 Square Feet or 0.1567 of an Acre more or less as calculated by the above bearings and distances.

PROPERTY TITLE REFERENCE:

This Easement lies on and across the same property as conveyed to Green Trails, LLC by Special Warranty Deed from REO Funding Solutions IV, LLC as of record in Instrument # 20180618-0058382 Register's Office, Davidson County, Tennessee and later revised by Scrivener's Affadavit as of record in Instrument # 20180710-0066554 Register's Office, Davidson County, Tennessee.

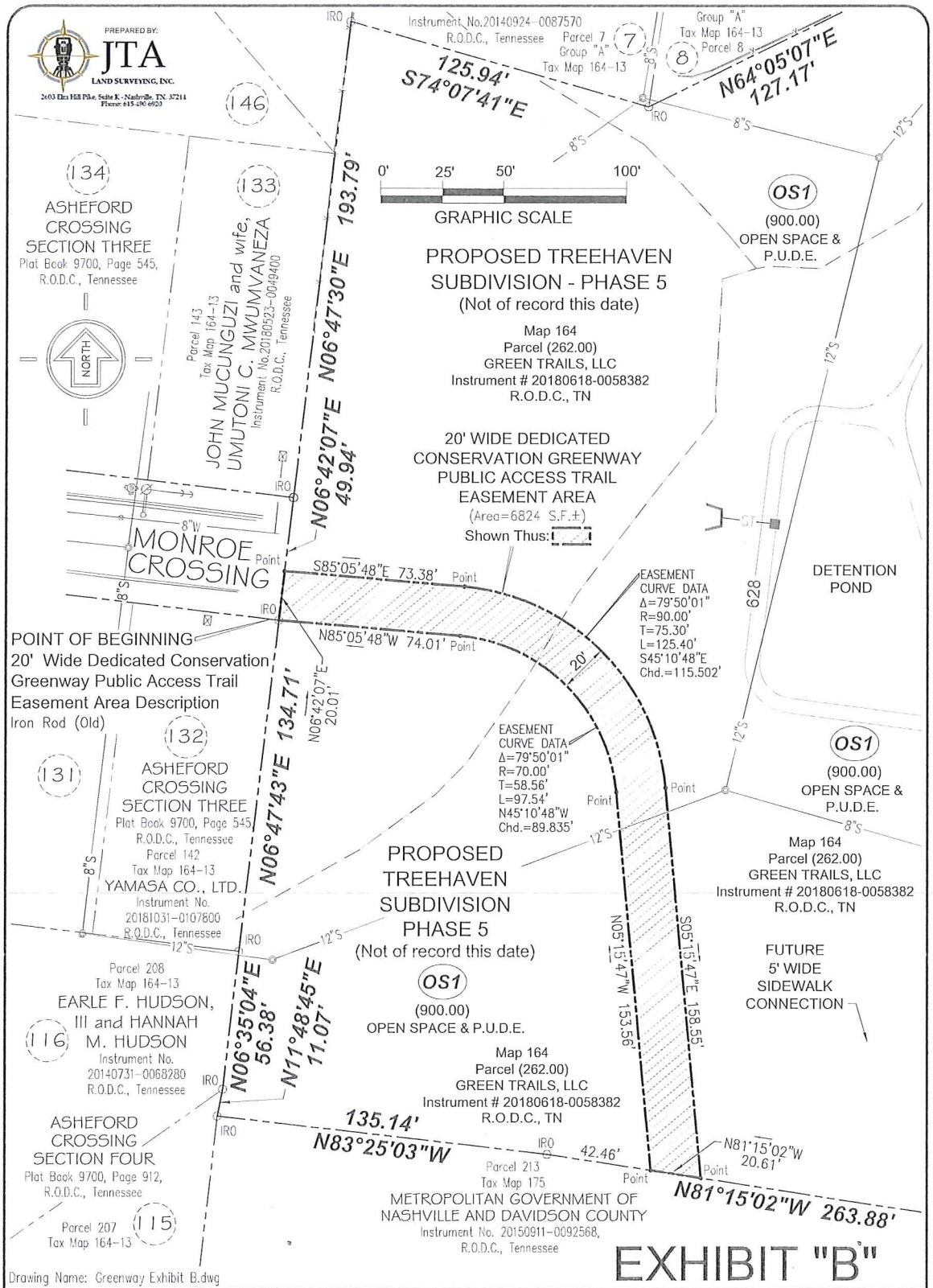
iv. That the following activities shall be strictly prohibited:

1. consumption or possession of alcoholic beverages;
2. horseback riding;
3. unauthorized motor vehicles;
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. possession of firearms, weapons or projected objects;
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions with out proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantor.

4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

6. Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property



JAMES G. TERRY
REGISTERED LAND SURVEYOR
XVI

20' WIDE DEDICATED CONSERVATION GREENWAY PUBLIC ACCESS TRAIL EASEMENT AREA

ACROSS A PORTION OF MAP 164 - PARCEL (262.00)
GREEN TRAILS, LLC PROPERTY
AS RECORDED IN INSTRUMENT # 20180618-0058382 R.O.D.C., TN

File #: BL2021-625, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Jenner Design, LLC, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BI2020-555 be and hereby is amended, as follows:

A portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003, between parcels 07114010000 & 07114010100, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons a portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003. The abandonment has been requested by Jenner Design, LLC. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. This ordinance also abandons the utility

easements within the alley.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Jenner Design, LLC, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BI2020-555 be and hereby is amended, as follows:

A portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003, between parcels 07114010000 & 07114010100, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

_____
Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

_____

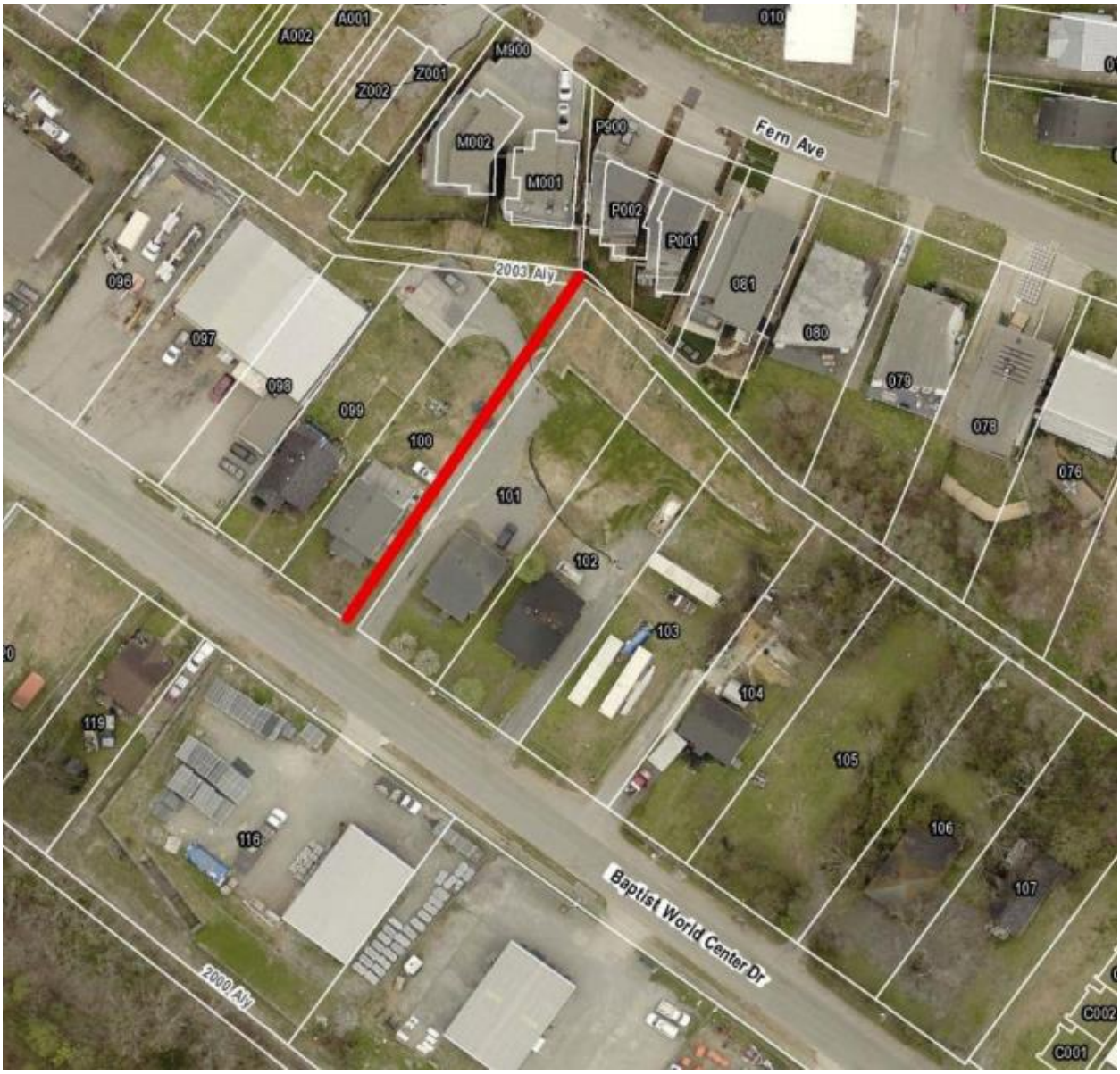
_____

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Metropolitan Attorney

_____
Members of Council

Proposal Number 2020M-016AB-001
Map: 71-14
Council District #2


A001
A002
Z001
Z002
M900
M002
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P900
P002
P001
Fern Ave
2003 Alley
086
087
088
099
100
101
102
103
104
105
106
107
080
079
078
076
119
116
Baptist World Center Dr
2000 Alley
C002
C001

Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/mw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 10-6-20

Closure Type:
- ☐ Street
- ☐ Alley

Easements:
- ☐ Retain utilities
- ☑ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

ALLEY #2004
Street Name(s) / Alley Number(s)

LOCATED BETWEEN PARCEL 07114010000 & 07114010100
Street / Alley Located Between?

Reason for Closure:

ITS UNDEVELOPED AND TOPOGRAPHY MAKES IT CHALLENGING TO PROVIDE ADA LEVEL OF CONNECTIVITY

Applicant: All correspondence will be mailed to the applicant.

☒ Architect ☐ Engineer ☐ Property Owner ☐ Other: _____

Name: WM JENNER

Business: JENNER DESIGN, LLC

Address: 2610 WESTWOOD DR

City: NASHVILLE State: TN Zip: 37204

Phone: 615-268-9887 (business) _____ (home) _____ (business) _____ (mobile)

Fax: _____ (business) _____ (home) _____ (business) _____ (mobile)

E-mail: WJENNER@JENNERDESIGN.COM

Applicant's Signature: _____

Filing Fee **(All application fees are non-refundable)**

Street / Alley Closure $300.00

Amount paid $ 300.00

Accepted by: BC Date: 10-7-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Paul Kimbrough	4117 Joo Gorden Way Antioch TN 37013	615-924-6378		07114010000
MATT WHITE CW BUILDING GROUP	1022A 9TH AVES. NASHVILLE, TN 37203	615-330-1460		07114010100

File #: BL2021-626, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended, as follows:

Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #428 and Alley #428 northward to Caldwell Ave, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons three sections of alleys: Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #42, and Alley #428 northward to Caldwell Avenue. The abandonment has been requested by Dale & Associates. Utility easements within the alley portions will be retained by Metro.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended, as follows:

Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #428 and Alley #428 northward to Caldwell Ave, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

_____
Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

_____

_____

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Metropolitan Attorney

_____
Members of Council

Proposal Number 2020M-017AB-001
Map: 105-9
Council District #18



Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____ **Date Submitted:** 10/14/2020
(MPW staff assigns project #)

Closure Type:
- ☐ Street
- ☒ Alley

Easements:
- ☒ Retain utilities
- ☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:
Alley No. 434; Alley No. 428; Alley No. 628
Street Name(s) / Alley Number(s)
All three alleys located directly south of Caldwell Avenue
Street / Alley Located Between?

Reason for Closure:
Consolidate Belmont properties on both sides of the existing alleys; permit the construction of a dormitory building and rearrangement of vehicular and pedestrian circulation

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: Andrew Wolthers
Business: Catalyst Design Group
Address: 5100 Tennessee Avenue
City: Nashville State: TN Zip: 37209
Phone: 615-622-7200 (business) home 615-483-3290 business (mobile)
Fax: _____ business home _____ business mobile
E-mail: awolthers@catalyst-dg.com
Applicant's Signature: [signature]

Filing Fee (All application fees are non-refundable)

Street / Alley Closure $300.00

Amount paid: $ 300
Accepted by: SC Date: 10-26-2020

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Mshaw. G. L.	2006 15th Ave S		105-09	095
M.D.H.A.	1411 Caldwell Ave		105-09	102
Steven Lasley Belmont Real Estate Holdings II, LLC	2004 15th Ave S	615-460-6611	105-09	094
Steven Lasley Belmont Real Estate Holdings II, LLC	2002 15th Ave S	615-460-6611	105-09	093
Steven Lasley Steven Lasley Belmont Real Estate Holdings II, LLC	2000 15th Ave S	615-460-6611	105-09	092
Steven Lasley Belmont Real Estate Holdings II, LLC	1409 Caldwell Ave	615-460-6611	105-09	103
Steven Lasley Belmont University	1407 Caldwell Ave	615-460-6611	105-09	104
Steven Lasley Belmont Real Estate Holdings I, LLC	1405 Caldwell Ave	615-460-6611	105-09	105
Steven Lasley Belmont Real Estate Holdings II, LLC	1403 Caldwell Ave	615-460-6611	105-09	106
Steven Lasley Belmont University	1401 Caldwell Ave	615-460-6611	105-09	107
Steven Lasley Belmont Real Estate Holdings II, LLC	1307 Caldwell Ave	615-460-6611	105-09	108

File #: BL2021-627, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement from between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Barge Cauthen and Associates, Inc, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

A portion of Alley #177 from Madison St to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison St to Alley #178, being between 4th Ave N and 5th Ave N, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons three portions of alleys located between 4th Avenue North and 5th Avenue North: Alley #177 from Madison Street to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison Street to Alley #178. The abandonment has been requested by Barge

Cauthen and Associates, Inc. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. This ordinance also abandons the utility easements located within the portion of the alleys to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Barge Cauthen and Associates, Inc, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

A portion of Alley #177 from Madison St to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison St to Alley #178, being between 4th Ave N and 5th Ave N, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

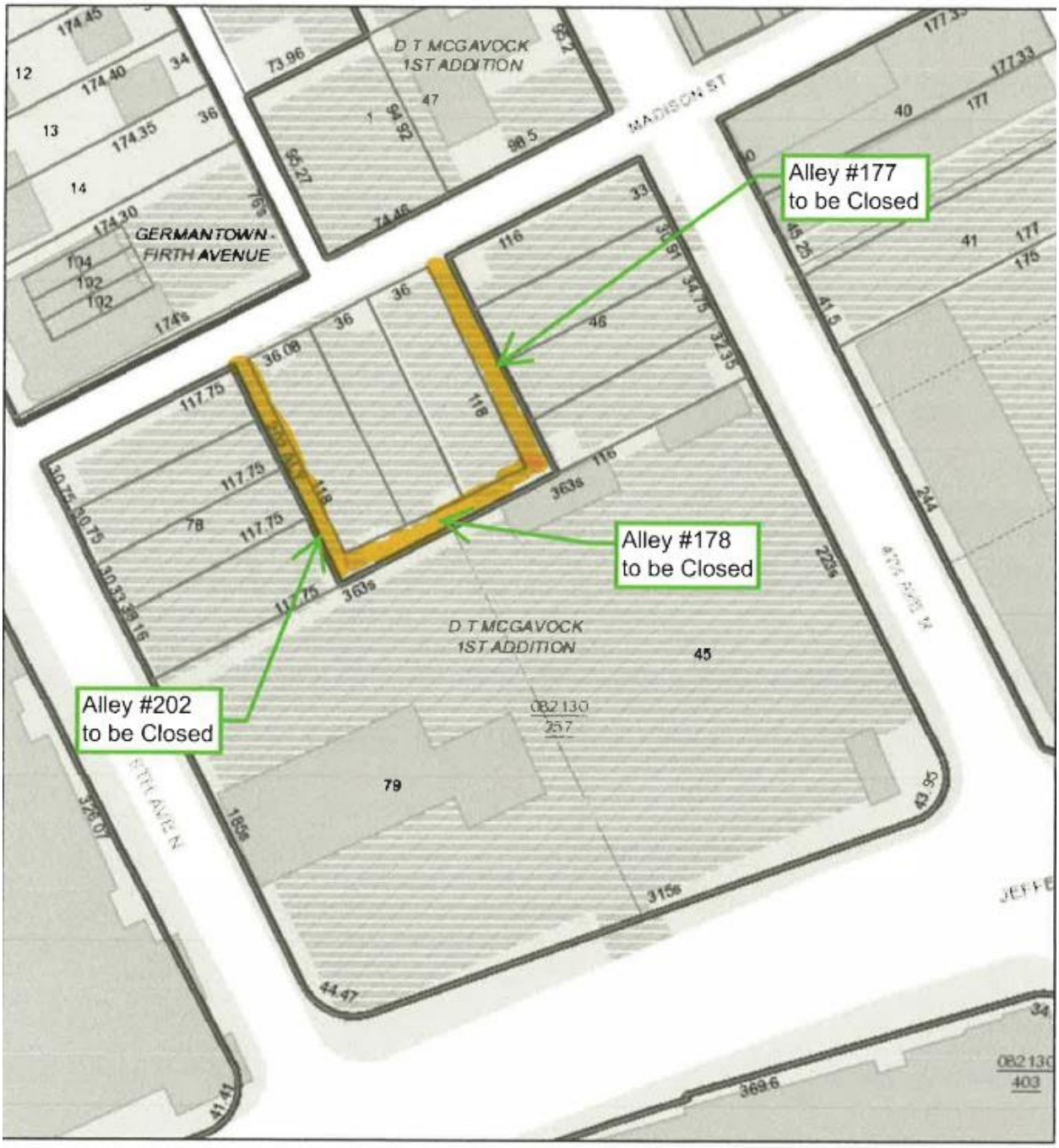
APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Proposal Number 2020M-020AB-001
Map: 82-9

Council District #19



Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-5-20

Closure Type:
- ☐ Street
- ☒ Alley

Easements:
- ☐ Retain utilities
- ☒ Abandon utilities & relocate at applicant's expense

Street/Alley Location: Alley #177, Alley #178, and Alley #202
Street Name(s) / Alley Number(s)

Madison Street
Street / Alley Located Between?

Reason for Closure:
These alleys are currently unused/unimproved and are bordered by several properties belonging to the same owner. The plan is to consolidate all of the parcels and close the unused alleys to allow for future development

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: Ryan Woodson, P.E.

Business: Barge Cauthen & Associates, Inc.

Address: 6606 Charlotte Pike, Suite 210

City: Nashville State: TN Zip: 37209

Phone: 615-356-9911 (☒ business ☐ home) 615-324-4204 (☒ business ☐ mobile)

Fax: 615-352-6737 (☒ business ☐ home) _____ (☐ business ☐ mobile)

E-mail: rwoodson@bargecauthen.com

Applicant's Signature: _____

Filing Fee **(All application fees are non-refundable)**

Street / Alley Closure **$300.00**

Amount paid: $ 300.00

Accepted by: BC Date: 11-5-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
H.G. Hill Realty Company, LLC CELESTE PATTERSON	1114 5th Avenue North	615-252-8100	082-13	255.00
H.G. Hill Realty Company, LLC	1116 5th Avenue North	615-252-8100	082-13	254.00
H.G. Hill Realty Company, LLC	1118 5th Avenue North	615-252-8100	082-09	399.00
H.G. Hill Realty Company, LLC	1120 5th Avenue North	615-252-8100	082-09	398.00
H.G. Hill Realty Company, LLC	416 Jefferson Street	615-252-8100	082-13	257.00
H.G. Hill Realty Company, LLC	1117 4th Avenue North	615-252-8100	082-09	406.00
H.G. Hill Realty Company, LLC	1119 4th Avenue North	615-252-8100	082-09	405.00
H.G. Hill Realty Company, LLC	1121 4th Avenue North	615-252-8100	082-09	404.00
H.G. Hill Realty Company, LLC	1123 4th Avenue North	615-252-8100	082-09	403.00
H.G. Hill Realty Company, LLC	407 Madison Street	615-252-8100	082-09	402.00
Hill Center Germantown, LLC	409 Madison Street	615-252-8100	082-09	401.00

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Hill Center Germantown, LLC	411 Madison Street	615-252-8100	082-09	400.00 ✓

File #: BL2021-628, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Lasonti Enterprises, LLC, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

White Oak Lane from Hillsboro Pike to White Oak Drive, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons White Oak Lane from Hillsboro Pike to White Oak Drive. The abandonment has been requested by Lasonti Enterprises, LLC. Metro Public Works has determined there is no future need for this alley right-of-way for Metro purposes. Metro will retain all utility easements located within the portion of the roadway to be abandoned.

Future amendments to this ordinance may be approved by resolution.

This abandonment has been approved by the Planning Commission and the Traffic and Parking Commission.

Fiscal Note: This ordinance has no cost to Metro. In the opinion of the Public Works department, abandoned right-of-way has no market value when the Department has agreed that the abandoning of said right-of-way is considered acceptable. Additionally, the abandonment of rights-of-way that are unimproved, unmaintained, and serve no current or future purpose for Metro allows the abandoned area to be assessed for property tax purposes.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Lasonti Enterprises, LLC, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

White Oak Lane from Hillsboro Pike to White Oak Drive, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

_____
Shanna Whitelaw, Interim Director
Department of Public Works

APPROVED AS TO FORM AND LEGALITY:

_____
Assistant Metropolitan Attorney

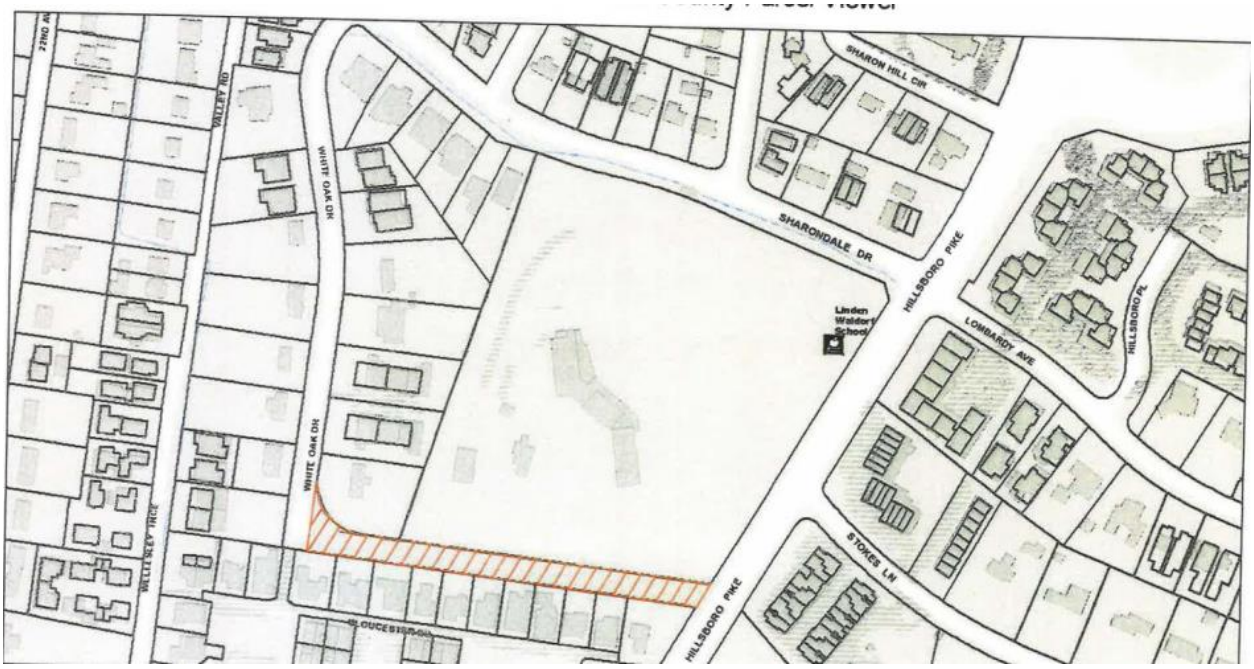
INTRODUCED BY:

_____

_____

_____
Members of Council

Proposal Number 2020M-018AB-001
Map: 117-7
Council District #25



Metropolitan Government Department of Public Works

750 South 5th Street ◆ Nashville, TN 37206 ◆ (615) 862-8750 ◆ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

**** Before filing this application, please review checklist on the back of this application. ****

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-2-2020

Closure Type:
- [x] Street
- [ ] Alley

Easements:
- [x] Retain utilities
- [ ] Abandon utilities & relocate at applicant's expense

Street/Alley Location: White Oak lane
Street Name(s) / Alley Number(s)
Between Hillsboro Pike and White Oak dr.
Street / Alley Located Between?

Reason for Closure: To preserve privacy and safety of neighborhood

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Applicant: All correspondence will be mailed to the applicant.

- [ ] Architect
- [ ] Engineer
- [x] Property Owner
- [ ] Other: _____

Name: L.K. Modi
Business: Lasanti Enterprises, LLC
Address: 2812 A White Oak dr
City: Nashville State: TN Zip: 37215
Phone: 615-557-8777 (business) 615-482-6089 (home / business / mobile)
Fax: _____ (business / home / business / mobile)
E-mail: BeamNashville@Gmail.com
Applicant's Signature: LalikantModi

Filing Fee **(All application fees are non-refundable)**

Street / Alley Closure	$300.00
Amount paid:	$300.00
Accepted by:	BC
Date:	11-2-2020

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Lindsey Joshua & Elizabeth	2146 Golf Club Ln	615-948-3154	117-07-0A	-162.00.00
Smothers Benton & Anne Kane	2148 Golf Club Ln	615 982 5948	117-07-0A	-151.00.00
Denson Raymond & Mary	2154 Golf Club Ln		117-07-0A	-150.00
Gloucester Square Cooperative Corp President: Benton Smothers	0 Golf Club Ln	615 982 5948	117070A90000C0	
Hicks, John S Jr. & Elizabeth Leigh Ivey	2142 Golf Club Ln		117070A15400C0	
Juarez, Paul & Patricia	2136 Golf Club Ln		117070A15500C0	
Fisher, Julie	2134 Golf Club Ln		117070A15600C0	
Cook, Elaine	2132 Golf Club Ln		117070A15700C0	

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
✓ Wayman, Kimberly Holliday Trust Kimberly Holliday Wayman	2130 Golf Club Ln	808.640.6067	117070A	15800CO
✓ Downey, William & Darya	2128 Golf Club Ln		117070A	15900CO
✓ Stolan, James Edward & Ruth Rydell	2126 Golf Club Ln		117070A	16000CO
✓ Wrigley, James A	2124 Golf Club Ln		117070A	16100CO

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
MARK FRACES M E J Beth TANNER	2810 White Oak Nash TN 37215	615- 788-1594	117-03-0	124.00
Rebecca Glassner Rebecca Glassner	2812B White Oak Dr. Nash, TN 37215	615 202 6285	117 03 0G	002.00
L. K. MODI LK Modi.	2812A white oak DR. Nash, TN 37215	615 482-6089	117 03 0G	001.00
HARVEY OLSHER Harvey Olsher	2814B White Oak Nash 37215	615- 269-9600	117 07 0A	002.00
TONY MACRE TONY MACRE	2813 White Oak Dr Nashville 37215	615 403-6704	117 03 0	121.00
MARY REYNOLD MARY REYNOLDS	2814A WHITE OAK DR. NASH. TN 37215	615-279-1979	117 07 0A	001.00
✓ Lasonti Enterprises, Lalikant Modi. LLC see attached Affidavit	2816 WHITE OAK DR Nashville, TN 37215	615-482-6089	117 07 0	005.00
✓ Trinity Presbyterian Church see attached affidavit	3201 Hillsboro Pk Nashville TN 37215	615-297-6513	117 03 0	130.00

File #: BL2021-629, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer main, sanitary sewer manholes and easements, and to accept new public sanitary sewer mains, sanitary sewer manholes, a fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall (MWS Project No. 20-WL-83 and 20-SL-163 and Proposal No. 2021M-001ES-001).

WHEREAS, the abandonment of approximately 580 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 198 linear feet of new eight inch (PVC) sanitary sewer main, approximately 351 linear feet of new 12 inch (PVC) sanitary sewer main, approximately 32 linear feet of new 12 inch (DIP) sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall, are needed to construct project number 20-WL-83 and 20-SL-163; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-001ES-001 on December 22, 2020, for the abandonment and the acceptance of said sanitary sewer mains, sanitary sewer manholes, fire hydrant assembly and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 580 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and to accept approximately 198 linear feet of new eight inch (PVC) sanitary sewer main, approximately 351 linear feet of new 12 inch (PVC) sanitary sewer main, approximately 32 linear feet of new 12 inch (DIP) sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall, as shown on Exhibit 1 and 2, which are attached hereto and incorporated by reference.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons approximately 580 linear feet of existing eight inch sewer main, three sewer

manholes and associated easements, and accepts 351 linear feet of new 12 inch sanitary sewer main, 32 linear feet of new 12 inch sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly, and associated easements for eleven properties located on Caldwell Avenue and Bernard Circle, to allow for the construction of Belmont Caldwell Residence Hall. This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

- - - - CAUTION - - - -

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

BELMONT CALDWELL RESIDENCE HALL

20SL0163 & 20WL0083

PUBLIC UTILITY PLANS

DAVIDSON COUNTY, TN

-Abandon Manholes (3 UNITS)

- PROPOSED 8" PVC SEWER MAIN (198 L.F.)
- PROPOSED 12" PVC SEWER MAIN (351 L.F.)
- PROPOSED 12" DIP SEWER MAIN (32 L.F.)

-PROPOSED PUBLIC MANHOLES (3 UNITS)

-PROPOSED HYDRANT ASSEMBLIES (1 UNIT)

-ABANDON SANITARY SEWER MAIN (580 L.F.)

10509010000, 10509010600, 10509010700, 10509010800, 10509010900, 10509011000, 10509011100, 10509011200

December 8, 2020
Catalyst Design Group
Andrew Wolthers, P.E.

(& EASEMENTS)

Abandon Manhole 105-09-035

Abandon Manhole 105-09-036

Abandon Manhole 105-09-034

APPRX. SURVEYED LOCATION OF SMH 105-09-37 (TO REMAIN)

8" PVC

12" PVC

12" DIP

PROPOSED MANHOLE CONNECTION TO EX. 12" SSWR

CALDWELL AVE

434 ALY

428 ALY

628 ALY

12TH AVE S

ACKLEN AVE

105-09-045
105-09-172
105-09-037
105-09-047
105-09-032
105-09-033
105-09-162
105-09-163

105091H90000CO
105090A00100CO
105090A00500CO
10509009100
10509008700
10509008600
10509008500
10509008400
10509008300
10509008200
10509008100
10509008000
10509047200
10509009200
10509009300
10509010200
10509010400
10509010300
10509010500
10509010600
10509010700
10509010800
10509010900
10509011000
10509011100
10509011200
10509011700
10509010000

01183
01919

1 inch = 50 feet

METRO WATER SERVICES

1472

BELMONT CALDWELL RESIDENCE HALL
20-SL-163 and 20-WL-83
Parcel List

Address	Map/Parcels	Property Owners
2005 12th Avenue So.	105-09 117	Belmont University
1229 Caldwell Avenue	105-09 112	Belmont Real Estate Holdings I, LLC
1301 Caldwell Avenue	105-09 111	Belmont Real Estate Holdings I, LLC
1303 Caldwell Avenue	105-09 110	Belmont Real Estate Holdings II, LLC
1305 Caldwell Avenue	105-09 109	Belmont Real Estate Holdings II, LLC
1307 Caldwell Avenue	105-09 108	Belmont Real Estate Holdings II, LLC
1401 Caldwell Avenue	105-09 107	Belmont University
1403 Caldwell Avenue	105-09 106	Belmont Real Estate Holdings II, LLC
1405 Caldwell Avenue	105-09 105	Nellie Laster & Belmont Real Estate Holdings I, LLC
1407 Caldwell Avenue	105-09 104	Belmont University
2014 Bernard Circle	105-09 100	Belmont University

File #: BL2021-630, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer force main and easement, and to accept new sanitary water and sewer mains, sanitary sewer force main, fire hydrant assemblies, sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development (MWS Project Nos. 20-WL-136 and 20-SL-273 and Proposal No. 2021M-002ES-001).

WHEREAS, the abandonment of approximately 183 linear feet of existing two inch sanitary sewer force main (PVC) and easement, and the acceptance of approximately 828 linear feet of new eight inch water main (DIP), approximately 51 linear feet of new four inch water main (DIP), approximately 93 linear feet of new two inch sanitary sewer force main (PVC), approximately 683 linear feet of new eight inch sanitary sewer main (PVC), two fire hydrant assemblies, three sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development, are needed to construct project numbers 20-WL-136 and 20-SL-273; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-002ES-001 on January 8, 2021, for the abandonment and acceptance of said sanitary sewer force main, water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 183 linear feet of existing two inch sanitary sewer force main (PVC) and easement, and to accept approximately 828 linear feet of new eight inch water main (DIP), approximately 51 linear feet of new four inch water main (DIP), approximately 93 linear feet of new two inch sanitary sewer force main (PVC), approximately 683 linear feet of new eight inch sanitary sewer main (PVC), two fire hydrant assemblies, three sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development, as shown on Exhibits 1 and 2, which are attached hereto and incorporated by reference.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons 183 linear feet of existing two inch sanitary sewer force main and easement, and accepts approximately 828 linear feet of new eight inch water main, 51 linear feet of new four inch water main, approximately 93 linear feet of new two inch sanitary sewer force main, approximately 683 linear feet of new eight inch sanitary sewer main, two fire hydrant assemblies, three sanitary sewer manholes, and associated easements for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development.

This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.

1 inch = 100 feet

METRO WATER SERVICES

2540 Murfreesboro Pike
MWS Project Nos.: 20SL0273 & 20WL0136

Abandon 2" Sanitary Force Main (PVC) and Associated Easement...183 LF
Proposed 2" Sanitary Force Main (PVC)...93 LF
Proposed 8" Sanitary Sewer Main (PVC)...683 LF
Proposed Sanitary Sewer Manholes...3 Units
Proposed 8" Water Main (DIP)...828 LF
Proposed 4" Water Main (DIP)...51 LF
Proposed Fire Hydrant Assemblies...2 Units

December 10, 2020 and easements
Council District 29

Parcel IDs...149030K00100CO - 149030K03200CO, 149030K90000CO (and 30 more parcels)

Engineer...Dewey Engineering
Michael Randolph Dewey, PE

Easement to be abandoned with infrastructure.

Instrument No.: 201702130014913

LEGEND

EX	Existing
PR	Proposed
MH	Manhole
FH	Fire Hydrant
BO	Blow-Off

----CAUTION----

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1476

PROJECT NO. 20-SL-273 and 20-WL-136
2540 MURFREESBORO PIKE

Address	Map/Parcel	Property Owners
2656 B Lakevilla Drive	149030K90000CO	O.I.C Townview Lofts
2656 Lakevilla Drive #32	149030K03200CO	J Developments MT LLC
2656 Lakevilla Drive #31	149030K03100CO	J Developments MT LLC
2656 Lakevilla Drive #30	149030K03000CO	J Developments MT LLC
2656 Lakevilla Drive #29	149030K02900CO	J Developments MT LLC
2656 Lakevilla Drive #28	149030K02800CO	J Developments MT LLC
2656 Lakevilla Drive #27	149030K02700CO	J Developments MT LLC
2656 Lakevilla Drive #26	149030K02600CO	J Developments MT LLC
2656 Lakevilla Drive #25	149030K02500CO	J Developments MT LLC
2656 Lakevilla Drive #24	149030K02400CO	J Developments MT LLC
2656 Lakevilla Drive #23	149030K02300CO	J Developments MT LLC
2656 Lakevilla Drive #22	149030K02200CO	J Developments MT LLC
2656 Lakevilla Drive #21	149030K02100CO	J Developments MT LLC
2656 Lakevilla Drive #20	149030K02000CO	J Developments MT LLC
2656 Lakevilla Drive #19	149030K01900CO	J Developments MT LLC
2656 Lakevilla Drive #18	149030K01800CO	J Developments MT LLC
2656 Lakevilla Drive #17	149030K01700CO	J Developments MT LLC
2656 Lakevilla Drive #16	149030K01600CO	J Developments MT LLC
2656 Lakevilla Drive #15	149030K01500CO	J Developments MT LLC
2656 Lakevilla Drive #14	149030K01400CO	J Developments MT LLC
2656 Lakevilla Drive #13	149030K01300CO	J Developments MT LLC
2656 Lakevilla Drive #12	149030K01200CO	J Developments MT LLC
2656 Lakevilla Drive #11	149030K01100CO	J Developments MT LLC
2656 Lakevilla Drive #10	149030K01000CO	J Developments MT LLC
2656 Lakevilla Drive #9	149030K00900CO	J Developments MT LLC
2656 Lakevilla Drive #8	149030K00800CO	J Developments MT LLC
2656 Lakevilla Drive #7	149030K00700CO	J Developments MT LLC
2656 Lakevilla Drive #6	149030K00600CO	J Developments MT LLC
2656 Lakevilla Drive #5	149030K00500CO	J Developments MT LLC
2656 Lakevilla Drive #4	149030K00400CO	J Developments MT LLC
2656 Lakevilla Drive #3	149030K00300CO	J Developments MT LLC
2656 Lakevilla Drive #2	149030K00200CO	J Developments MT LLC
2656 Lakevilla Drive #1	149030K00100CO	J Developments MT LLC

File #: BL2021-631, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public fire hydrant assemblies and easements, and to accept new water main, fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West (MWS Project No. 20-WL-51 and Proposal No. 2020M-109ES-001).

WHEREAS, the abandonment of two existing fire hydrant assemblies and easements, and the acceptance of approximately 805 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West, are needed to construct project number 20-WL-51; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-109ES-001 on December 16, 2020, for the abandonment and acceptance of said water main, fire hydrant assemblies and easements.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon two existing fire hydrant assemblies and easements, and to accept approximately 805 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
104060Y00100CO	110 Murphy Court
104060Y00200CO	3421 Murphy Road
104060Y00300CO	100 Murphy Court
104060Y90000CO	Murphy Road (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

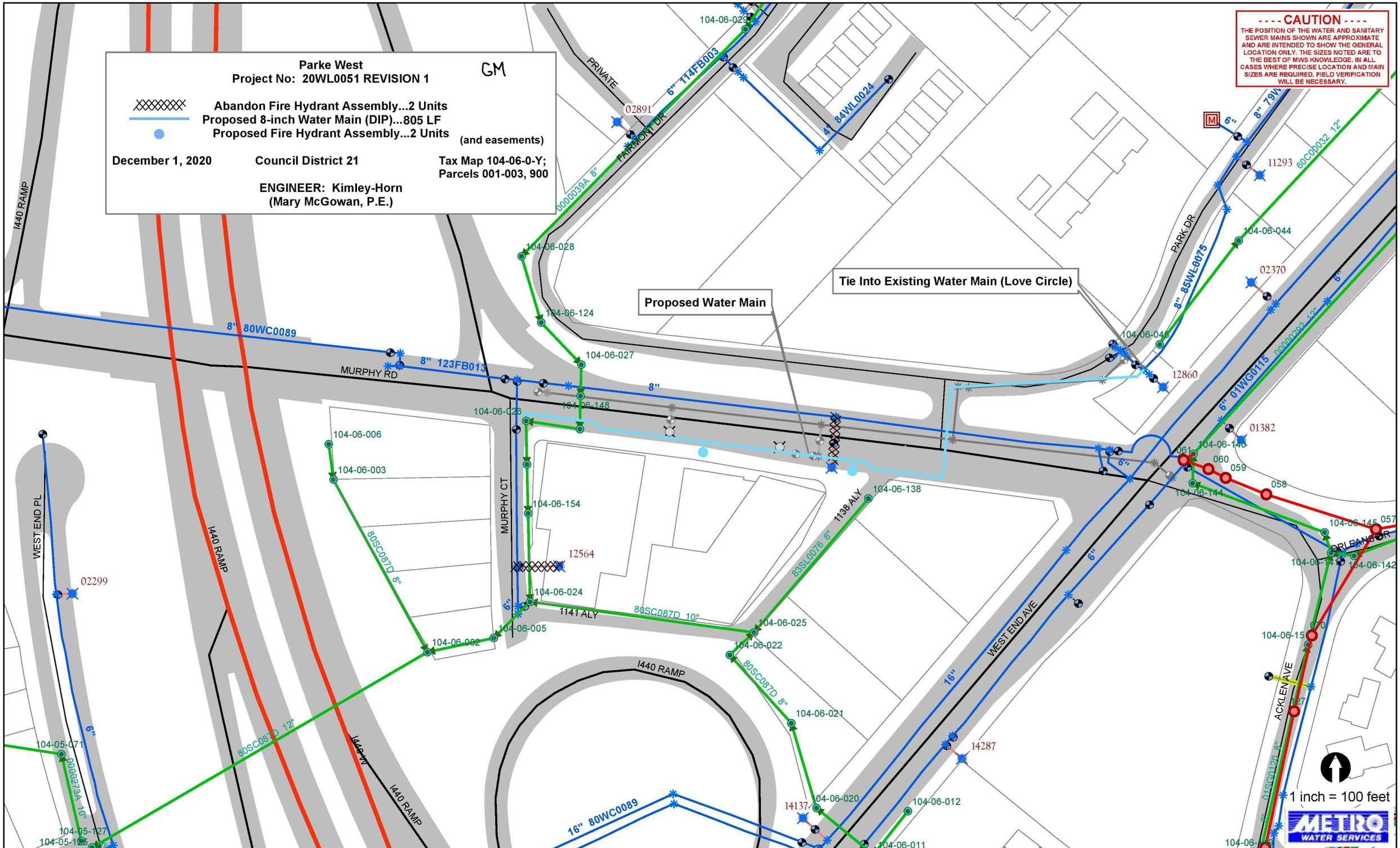
This ordinance abandons two existing fire hydrant assemblies and easements, and accepts approximately 805

linear feet of new eight inch water main, two fire hydrant assemblies, and associated easements for the following four properties located on Murphy Court and Murphy Road:

110 Murphy Court
3421 Murphy Road
100 Murphy Court
Murphy Road (unnumbered)

This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

Fiscal Note: This ordinance has no cost to Metro. Abandoned and donated easements have no market value according to the Department of Water Services.



Parke West
Project No: 20WL0051 REVISION 1
GM
Abandon Fire Hydrant Assembly...2 Units
Proposed 8-inch Water Main (DIP)...805 LF
Proposed Fire Hydrant Assembly...2 Units
(and easements)
December 1, 2020
Council District 21
Tax Map 104-06-0-Y;
Parcels 001-003, 900
ENGINEER: Kimley-Horn
(Mary McGowan, P.E.)
- - - - CAUTION - - - -
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.
Proposed Water Main
Tie Into Existing Water Main (Love Circle)
I440 RAMP
WEST END PL
MURPHY RD
MURPHY CT
PRIVATE
FAIRMONT DR
PARK DR
WEST END AVE
ACKLEN AVE
ORLEANS DR
1141 ALY
1138 ALY
8" 80WC0089
8" 123FB013
8"
6" 114FB003
4" 84WL0024
8" 85WL0075
6" 01WG0115
16" 80WC0089
80SC087D 8"
80SC087D 10"
80SC087D 12"
83SL0076 8"
0000039A 8"
0000273A 10"
60C00032 12"
104-06-029
104-06-028
104-06-124
104-06-027
104-06-148
104-06-026
104-06-006
104-06-003
104-06-154
104-06-024
104-06-005
104-06-002
104-06-138
104-06-025
104-06-022
104-06-021
104-06-020
104-06-012
104-06-011
104-06-045
104-06-044
104-06-140
104-06-144
104-06-145
104-06-141
104-06-142
104-06-15
104-05-071
104-05-127
104-05-125
02891
02299
12564
11293
02370
12860
01382
14287
14137
1 inch = 100 feet
METRO WATER SERVICES

Nashville / Davidson County Parcel Viewer



December 2, 2020

Ownership Parcels

1:1,128

0 0.0075 0.015 0.03 mi

0 0.015 0.03 0.06 km

Metro GIS; Pictometry International

Made by: Metro **1481**

File #: BL2021-632, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new public fire hydrant assembly, for property located at 2205 Hobson Pike (MWS Project No. 18-WL-22 and Proposal No. 2020M-111ES-001).

WHEREAS, the acceptance of a public fire hydrant assembly, for property located on 2205 Hobson Pike, is needed to construct project number 18-WL-22; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-111ES-001 on December 21, 2020, for the acceptance of said fire hydrant assembly.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept a public fire hydrant assembly for property located on 2205 Hobson Pike, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
16400020700	2205 Hobson Pike

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

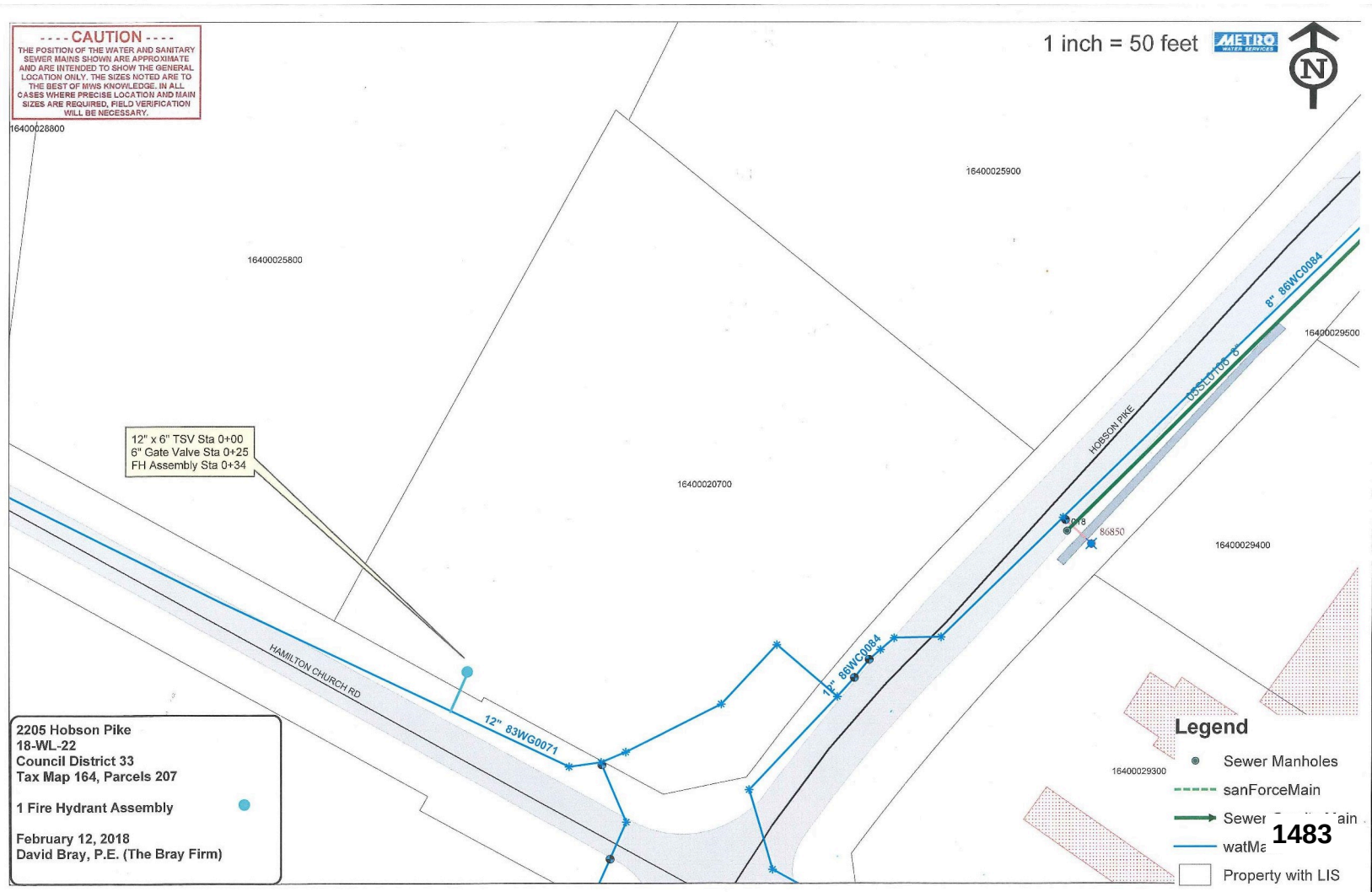
Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance accepts a new fire hydrant assembly for property located at 2205 Hobson Pike.

This ordinance has been approved by the Planning Commission. Future amendments to this legislation may be approved by resolution.


- - - - CAUTION - - - -
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.
1 inch = 50 feet
METRO WATER SERVICES
N
16400028600
16400025900
16400025800
16400029500
16400020700
16400029400
16400029300
12" x 6" TSV Sta 0+00
6" Gate Valve Sta 0+25
FH Assembly Sta 0+34
HOBSON PIKE
HAMILTON CHURCH RD
8" 86WC0084
12" 86WC0084
12" 83WG0071
DI8
86850
2205 Hobson Pike
18-WL-22
Council District 33
Tax Map 164, Parcels 207
1 Fire Hydrant Assembly
February 12, 2018
David Bray, P.E. (The Bray Firm)
Legend
Sewer Manholes
sanForceMain
Sewer
watMa
Property with LIS
1483