



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
THURSDAY, MAY 5, 2022**

SUBSTITUTE ORDINANCE NO. BL2022-1073

An Ordinance amending Sections 17.04.060, 17.08.030, 17.16.035, 17.16.170, and 17.20.030 of the Metropolitan Code to delete the “Day Care Home Use”, create new “Day Care Home - Small” and “Day Care Home - Large” uses, and to update the requirements for opening a Day Care Home or Day Care Center Use (Proposal No. 2022Z-002TX-001).

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

Section 1. That Section 17.04.060 of the Metropolitan Code is hereby amended by amending the definition for “Day care” as follows:

"Day care" means the provision of care for individuals, who are not related to the primary caregiver, for less than twenty-four hours per day. These classes are referenced:

1. Accessory to a single-family dwelling: Up to four individuals;
2. Day care home - Small: Five through seven individuals;
3. Day care home - Large: Eight through twelve individuals;
4. Class I: Thirteen through twenty-five individuals;
5. Class II: Twenty-six through fifty individuals;
6. Class III: Fifty-one through seventy-five individuals;
7. Class IV: More than seventy-five individuals;
8. Parents day out: Day care for pre-teenage children that is not open for more than twelve hours in any one week;
9. School day care: Day care centers of unlimited size for before, during and after school programs.

Section 2. That the Zoning District Land Use Table in Section 17.08.030 of the Metropolitan Code is hereby amended as shown in Exhibit A.

Exhibit A

	AG	Residential					Mixed Use					Office				Commercial				Downtown (DTC)				
Key: P- Permitted PC- Permitted w/ conditions* SE- Special exception* AR- Accessory* O- Overlay* * Refer to Chapter 17.16 for standards	AG and AR 2a	RS80 through RS3.75	R80 through R6-A	RM2 through RM20-A-NS	RM40 through RM100-A-NS	MH P	MUN, MUN-NS, MUN-A, and MUN-A-NS	MUL, MUL-NS, MUL-A, and MUL-A-NS	MUG, MUG-NS, MUG-A, and MUG-A-NS	MUI, MUI-NS, MUI-A, and MUI-A-NS	ON	OL	OG and OG-NS	OR20 through OR40-A-NS	ORI, ORI-NS, ORI-A, and ORI-A-NS	CN, CN-NS, CN-A, and CN-A-NS	CL, CL-NS, CL-A, and CL-A-NS	CS, CS-NS, CS-A, and CS-A-NS	CA and CA-NS	CF and CF-NS	North	South	West	Central
Day care home - Large	SE	SE	SE	SE	SE	SE	PC	PC	PC	PC	PC		PC	PC					PC	P	P	P	P	
Day care home - Small	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC	PC		PC	PC					PC	P	P	P	P	

Section 3. That Section 17.16.035 of the Metropolitan Code shall be modified as follows:

- A. Day Care Center-Up to 75.
 1. Play Area. If an outdoor play area is provided, it shall be fenced and attached to the day care structure in a manner which minimizes noise impacts on neighboring residences.
 2. Lot Area. Where a minimum lot size is required, the minimum lot area shall be the same as the principal activity, except when in the opinion of the zoning administrator circumstances warrant otherwise.

3. State Regulations. All requirements of the state that pertain to the use and operation of the facility shall be met.
 4. Multi-Family Buildings. The zoning administrator may waive the above standards for multi-family housing developments of two hundred or more units if compliance would disqualify an otherwise reasonable location.
- B. Day Care Center-Over 75.
1. Play Area. If an outdoor play area is provided, it shall be fenced and attached to the day care structure in a manner which minimizes noise impacts on neighboring residences.
 2. Lot Area. Where a minimum lot size is required, the minimum lot area shall be the same as the principal activity, except when in the opinion of the zoning administrator circumstances warrant otherwise.
 3. State Regulations. All requirements of the state that pertain to the use and operation of the facility shall be met.
 4. Multi-Family Buildings. The zoning administrator may waive the above standards for multi-family housing developments of two hundred or more units if compliance would disqualify an otherwise reasonable location.
- C. Day Care Home - Small.
1. Location. All day care home - small uses ~~located outside of the Urban Zoning Overlay (UZO) shall be considered a special exception and comply with the requirements of Subsection 17.16.170.D of the Metropolitan Code. Day care home - small uses located within the boundaries of the UZO shall be considered a conditionally permitted use and comply with the requirements of Subsection 17.16.035.C of the Metropolitan Code.~~ this subsection.
 2. Play Area. If an outdoor play area is provided, it shall be fenced and attached to the day care structure in a manner which minimizes noise impacts on neighboring residences.
 3. Lot Area. Where a minimum lot size is required, the minimum lot area shall be the same as the principal activity, except when in the opinion of the zoning administrator circumstances warrant otherwise.
 4. State Regulations. All requirements of the state that pertain to the use and operation of the facility shall be met.
 5. Multi-Family Buildings. The zoning administrator may waive the above standards for multi-family housing developments of two hundred or more units if compliance would disqualify an otherwise reasonable location.
- D. Day Care Home - Large.
1. Play Area. If an outdoor play area is provided, it shall be fenced and attached to the day care structure in a manner which minimizes noise impacts on neighboring residences.
 2. Lot Area. Where a minimum lot size is required, the minimum lot area shall be the same as the principal activity, except when in the opinion of the zoning administrator circumstances warrant otherwise.
 3. State Regulations. All requirements of the state that pertain to the use and operation of the facility shall be met.
 4. Multi-Family Buildings. The zoning administrator may waive the above standards for multi-family housing developments of two hundred or more units if compliance would disqualify an otherwise reasonable location.

Section 4. That Subsection 17.16.170.D of the Metropolitan Code is hereby amended as follows:

- D. Day Care Home - ~~Small & Day Care Home~~—Large.
1. The day care home shall only be permitted in an occupied residence or accessory to another institutional use.

2. Lot Size. The minimum lot area shall be the same as the principal activity; except when in the opinion of the board of zoning appeals circumstances warrant otherwise.
3. Street Standard. Day care homes may have driveway access on any street; however, no more than one day care home shall locate on a residential minor local street and not within one hundred feet of the terminus of such street.
4. Spacing. Regardless of classification, no day care center or day care home shall locate on the same street block face or on an opposing street block face. Where a block face is over one thousand feet in length, no day care center or day care home shall locate within one thousand feet of another day care center or day care home, measured in a direct line from property line to property line and including any public right-of-way.
5. Play Area. If an outdoor play area is provided, it shall be fenced and attached to the day care structure in a manner which minimizes noise impacts on neighboring residences.
6. All requirements of the state that pertain to the use and operation of the facility shall be met.
7. The board of zoning appeals may waive the above standards for multifamily housing developments of two hundred or more units if compliance would disqualify an otherwise reasonable location.

Section 5. That Table 17.20.030 of the Metropolitan Code is hereby amended as follows:

Day care home - Large	1 space plus requirement for principal use, plus 2 spaces for patrons
Day care home - Small	1 space plus requirement for principal use, plus 1 space for patrons

Section 6. 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.

INTRODUCED BY:

Tom Cash
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1121

Mr. President –

I hereby move to amend Ordinance No. BL2020-258 as follows:

I. By amending Section 1 by modifying proposed Subsection 17.12.090.E.5 as follows:

5. Permitted Uses of Natural Open Space. The following uses may be located or installed within natural open space without affecting the contribution of those areas to flexibility of lot size afforded by the previous section:
- a. Conservation of natural resources;₂
 - b. Paved greenway trails or trailhead facilities identified in the Metropolitan Parks and Greenways Master Plan and located within publicly accessible greenway conservation easements to the benefit of the Metropolitan Greenways Commission or Metro Parks;₂
 - c. Walking or bicycle trails provided they are constructed of porous paving materials;₂
 - d. Athletic courts and fields or playgrounds, provided that they meet the following:
 - i. All facilities are designed and constructed with a permeable base or groundcover; no impermeable surfaces shall be used;
 - ii. All facilities make up no more than 5% of the total natural open space area of the development or 4,600 sq. ft., whichever is less; and
 - iii. No facility shall be constructed on wetlands as determined by Metro Stormwater; in known habitat for federally or state listed or proposed rare, threatened, or endangered species; in areas containing a protected Cedar Glade plant species as established by Section 17.28.060 of the Metro Zoning Code; on archaeological or historic sites, cemeteries, and burial grounds; or in an area that would require the removal of protected, heritage, and/or historic and specimen trees as defined by Section 17.40.450 of the Metro Zoning Code.
 - de. Passive recreation areas such as picnic shelters, gazebos, or shared docks;₂
 - ef. Required stormwater mitigation measures such as reforestation that do not require grading;₂
 - fg. Other conservation-oriented uses compatible with the purposes of this section.

II. By amending Section 1 by modifying proposed Subsection 17.12.090.E.6 as follows:

6. Prohibited Uses of Natural Open Space.
- a. Clearing, grading, disturbance, or tree removal except as specifically authorized in the permitted uses;₂
 - b. Roads, parking lots, impervious surfaces, and infrastructure;₂
 - c. Active recreational or play facilities that are designed and constructed with impermeable surfaces including but not limited to tennis courts, basketball courts, swimming pools, playgrounds, baseball/softball diamonds or volleyball courts or other facilities ~~that incorporate impervious surface; and~~₂

- d. Impoundments, such as retention and detention basins, and other conventional stormwater facilities.

INTRODUCED BY:

Jennifer Gamble
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2022-1121

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 17.12, 17.24, 17.28, 17.36, and 17.40 pertaining to the cluster lot option, all of which is described herein (Proposal No. 2022Z-004TX-001).

WHEREAS, Metro Nashville and Davidson County is characterized by rolling hills, steep bluffs, valleys, floodplains, forests, and numerous rivers and streams; and

WHEREAS, NashvilleNext, Metro's General Plan adopted in 2015, identifies such natural areas as important community assets that provide benefits including enhancing air and water quality, moderating temperature, providing wildlife habitat, and better quality of life for residents; and

WHEREAS, NashvilleNext identifies the importance of sensitive development techniques to minimize hazards associated with development in natural areas and to balance preservation and development to create resiliency; and

WHEREAS, allowing for flexibility in development patterns within existing zoning allowances can help to achieve goals to balance development with protection and conservation of sensitive natural areas; and

WHEREAS, updating the standards of the zoning code pertaining to the cluster lot option will help ensure that flexibility of lot size and development pattern are appropriately balanced and linked with the quantity and quality of natural area conservation achieved by the proposed development.

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

Section 1. That Chapter 17.12 of the Metropolitan Code is hereby amended by deleting section 17.12.090 Cluster Lot Option in its entirety and replacing it with the following:

17.12.090 - Conservation Development

- A. Purpose and Intent. Conservation development is a set of standards that shall be utilized in the design of subdivisions as provided in this section. The purpose of these standards is to:
 - 1. Preserve unique or sensitive natural resources such as steep slopes; hillsides; streams, wetlands, floodways, and floodplains; problem soils; archaeological resources; and native forests or unique vegetation through the creation of natural open space.
 - 2. Encourage the creation of lots on less environmentally sensitive areas of the site.
 - 3. Provide flexibility in design of subdivisions within existing zoning districts to promote environmental resource protection.
- B. Applicability. Subdivisions proposed in the R/R-A and RS/RS-A zoning districts that meet both of the following standards shall utilize the provisions of this section.
 - 1. Minimum Site Area. The minimum site area of no less than ten (10) times the minimum lot area for the base zoning district as established by Table 17.12.020A. For example, in the R10 district the minimum area for the subdivision would be one hundred thousand square feet. (Ten thousand square feet minimum lot size times ten).

2. Minimum Natural Area. A minimum of ten percent of the site contains any, or a combination of, the following:
 - a. Areas shown on FEMA maps as part of the 100 year floodplain or identified in local studies as confirmed by Metro Stormwater;
 - b. All perennial and intermittent streams, floodways, and associated buffers, as determined by Metro Stormwater or the State;
 - c. Areas of natural slopes of 20% or greater of at least 10,000 square foot contiguous area;
 - d. Areas containing problem soils as established by Section 17.28.050; Wetlands, as determined by Metro Stormwater;
 - e. Known habitat for federally or state listed or proposed rare, threatened, or endangered species;
 - f. Areas containing a protected Cedar Glade plant species as established by Section 17.28.060;
 - g. Archaeological or historic sites, cemeteries, and burial grounds; or
 - h. Protected, heritage and historic and specimen trees, as defined by Section 17.40.450 of the Metro Zoning Code.
- C. Maximum Lot Yield. The determination of the maximum lot yield shall be based on assigning 20% of the gross acreage of the site to open space and infrastructure. The remaining 80% of the gross acreage shall be divided by the minimum lot size of the base zoning district to determine the maximum yield. Yield shall not be based on the minimum lot size as described in Section D Lot Size Flexibility.
- D. Conservation and Design Flexibility. In order to accomplish the purposes of this section, flexibility in lot sizes may be proposed in exchange for protection of the natural areas present on the site in natural open space according to the following standards:
 1. Conservation Areas
 - a. Subdivisions subject to the Rural Character Subdivision Regulations shall follow the procedures of those regulations for identification and protection of Primary Conservation Lands in ~~common~~ natural open space. In no case shall the standards of this section be construed to lessen the requirements for protection of Primary Conservation Lands as identified in the Rural Character Subdivision Regulations or establish a lower minimum open space threshold for such developments. If less than 20 percent of the site is Primary Conservation Land, then trees, if applicable, as specified in 17.12.090.B.2 shall be included as Natural Area required to be preserved in open space.
 - b. All other subdivisions shall set aside as ~~common~~ natural open space those portions of the site containing natural areas for purposes of conserving those resources according to the following:
 - i. If less than or equal to 20 percent of the site contains these natural areas, then the entire area shall be set aside in ~~common~~ natural open space.
 - ii. If more than 20 percent of the site contains natural areas, then a minimum of 20 percent of the site shall be set aside as natural open space.

The applicant is encouraged, but not required, as part of this chapter, to set aside areas of common open space in excess of 20 percent in exchange for additional design flexibility.
 2. Common open space may be provided for other purposes besides protection of natural areas, but such open space shall not contribute to the flexibility of lot sizes afforded by this section.

~~3. Lot sizes for single family lots may be reduced in size from the minimum required by the base zoning district by equivalent percentage of the site that is in the natural area protected in common open space or in primary conservation land, if applicable. For example, on a site zoned RS15 with ten percent of the site set aside as natural area, the lots may be reduced in size by ten percent, or to a minimum of 13,500 square feet in area. On a site zoned RS15 with 35 percent set aside as open space protecting natural area, the lots may be reduced in size by 35%, or to a minimum of 9,750 square feet.~~

3. Lot Size Flexibility

a. Subdivisions subject to the Rural Character Subdivision Regulations may reduce lots in size from the minimum required by the base zoning district by equivalent percentage of the site that is in the natural area protected in natural open space and such lots shall be reduced in lot area no more than the equivalent minimum lot size of two smaller base zoning districts. For example, a rural character subdivision in a RS20 district with 20 percent natural open space may create lots reduced in size by 20 percent. On a similar RS20 site with 60 percent natural open space, lots may be reduced the equivalent in size to a RS10 district, but no smaller.

b. All other subdivisions may reduce lots in size from the minimum required by the base zoning district by equivalent percentage of the site that is in the natural area protected in natural open space. For example, on a site zoned RS15 with ten percent of the site set aside as natural open space, the lots may be reduced in size by ten percent, or to a minimum of 13,500 square feet in area. On a site zoned RS15 with 35 percent of the site set aside as natural open space, the lots may be reduced in size by 35 percent, or to a minimum of 9,750 square feet.

4. In no case shall the minimum lot size be reduced below 3,750 square feet.
5. Lots proposed for duplexes must meet the minimum lot size of the base zoning district (no reduction in area permitted) and shall comply with the standards of 17.16.030.D of this title.
6. Development in hillside and floodplain areas shall follow those standards as set out in Chapter 17.28. If the natural area preservation required in those sections is greater than the area required here, then that chapter shall prevail. In no case shall the required natural area preservation be less than that required in this section.
7. ~~Trees removed pursuant to this section~~ preservation or removal proposed in a conservation development shall follow the standards of Chapter 17.28.065 17.24. If the tree or natural area preservation required in that section is greater than the area required here, then the requirements of that section shall prevail. In no case shall the required natural area preservation be less than that required in this section.
8. The standards for the review of critical lots as provided in the adopted Subdivision Regulations shall apply.
9. The bulk standards and landscaping requirements of a comparable zoning district which most closely resembles the alternative lot sizes proposed for any given phase of development shall be employed for that phase of the subdivision.
10. A standard C landscape buffer yard as per 17.24 Article IV Landscape Buffer Yard Requirements shall be required along the perimeter of the development when perimeter lots are reduced in size from the minimum lot size required by the base zoning district. If all perimeter lots meet the minimum size of the base zoning, no landscape buffer yard is required.

- E. Natural Open Space. Open space provided for the purposes of protecting natural areas and in exchange for flexibility of design, as described above, shall be called natural open space and subject to the standards below. These standards are not applicable to common areas or open spaces that may be provided for other purposes.
1. All natural open space provided in accordance with this section shall be platted with the first phase of development that includes any lots utilizing alternative lot sizes as provided for above and shall be identified on the plat as protected natural open space. Consideration shall be given to the timing of platting of natural open space for large developments that contain natural area located in a portion of the site that may be inaccessible to the first phases of development.
 2. Clearing, grading or disturbance of natural open space shall be prohibited, except for essential infrastructure. Roadways and other essential utilities necessary to serve the development may be permitted to cross a natural open space provided that this development minimizes impacts to this area. Preliminary grading and construction plans that demonstrate the limits of disturbance, feasibility of construction and overall impacts to the area at a level of detail beyond that normally required at the concept plan (preliminary plat) phase shall be required prior to approval of a plan incorporating such infrastructure. The portion of the natural open space that must be disturbed to accommodate essential infrastructure shall not contribute toward the required minimum natural open space or flexibility of lot size afforded by the previous section.
 3. Protected natural open space shall be located and identified in the field by the applicant prior to the issuance of a tree removal or grading permit to ensure there is no disturbance of these areas during the construction process.
 4. Configuration and Access. To the maximum extent practicable given the configuration of natural areas, the open space shall be in a contiguous tract. Consideration should be given to the preservation of natural area that adjoins neighboring areas of open space, other protected areas, and non-protected natural areas that would be candidates for inclusion as part of a future area of protected open space in an adjacent development. The open space shall be directly accessible to the largest practicable number of lots within the subdivision. Non-adjoining lots shall be provided with pedestrian access to the open space via direct access or an access easement designated on the plat.
 5. Permitted Uses of Natural Open Space. The following uses may be located or installed within natural open space without affecting the contribution of those areas to flexibility of lot size afforded by the previous section:
 - a. Conservation of natural resources;
 - b. Paved greenway trails or trailhead facilities identified in the Metropolitan Parks and Greenways Master Plan and located within publicly accessible greenway conservation easements to the benefit of the Metropolitan Greenways Commission or Metro Parks;
 - c. Walking or bicycle trails provided they are constructed of pervious paving materials;
 - d. Passive recreation areas such as picnic shelters, gazebos, or shared docks;
 - e. Required stormwater mitigation measures such as reforestation that do not require grading;
 - f. Other conservation-oriented uses compatible with the purposes of this section.
 6. Prohibited Uses of Natural Open Space.

- a. Clearing, grading, disturbance, or tree removal except as specifically authorized in the permitted uses;
- b. Roads, parking lots, impervious surfaces, and infrastructure;
- c. Active recreational or play facilities including but not limited to tennis courts, basketball courts, swimming pools, playgrounds, baseball/softball diamonds or volleyball courts or other facilities that incorporate impervious surface; and
- d. Impoundments, such as retention and detention basins, and other conventional stormwater facilities.

7. Ownership and Management.

- a. Natural Open space within a conservation development shall be owned and maintained by an incorporated association for the mutual benefit of residents or property owners within the development and shall be adequately described on a recorded plat of subdivision approved by the planning commission. All property owners within a conservation subdivision shall be a member of the association which shall be responsible for the assessment of dues to cover the recurring costs of maintaining all natural open space areas. Articles of incorporation and bylaws shall be submitted and approved according to the subdivision regulations.
- b. In limited circumstances where the natural open space is identified on the Greenways Master Plan or within the Parks Master Plan, the developer may offer the open space for dedication to Metro Parks subject to approval and acceptance by Metro Parks Board and Metro Council as appropriate.
- c. Natural Open Space Management Plan. With the concept plan applicants shall submit a plan for the management of the open space and common facilities which allocates responsibility and guidelines for maintenance and operation of the open space and any facilities located within the open space areas. If the open space is restricted via a conservation easement in the favor of a bona fide land trust or other permanently established organization legally able to accept such easements, a stewardship plan or other management plan associated with the conservation easement may be provided in lieu of the open space management plan.
- d. Failure to maintain. When the failure of an association or other responsible party to properly maintain a natural open space results in a public nuisance, the zoning administrator is empowered to initiate appropriate measures to eliminate the nuisance. If public funds are utilized to remove a nuisance and/or maintain ~~common~~ natural open space, those costs shall be assessed proportionally against all property owners within the development in the form of a tax lien. This provision shall not apply to any natural open space that has been dedicated to and accepted by the metropolitan government.

F. Application Requirements.

- 1. The subdivision concept plan (preliminary plat) shall clearly indicate that a conservation development is proposed and shall be prepared in accordance with the procedures and requirements of the Metro Subdivision Regulations.
- 2. Concurrent with the submittal of the concept plan, the applicant shall prepare and submit a site analysis map that identifies the natural areas. Documentation of, or determinations regarding the areas from appropriate Metro, State or Federal agencies or official maps or resources, if applicable, shall also be provided.

3. Preliminary grading and construction plans that demonstrate the limits of disturbance, feasibility of construction and overall impacts to a natural area at a level of detail beyond that normally required at the concept plan (preliminary plat) phase shall be required prior to approval of a conservation plan.

Section 2. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting subsection 17.24.100.B.3 and replacing it with the following:

3. Compliance with this subsection B. shall be calculated using gross acreage of the property but shall not include the following:
 - a. The portion of the land area currently or proposed to be covered by buildings;
 - b. The fenced area of any athletic field;
 - c. The area of a lake or pond which is covered by water year round; and
 - d. Open areas of golf facilities.
 - e. Natural areas preserved in open space pursuant to 17.12.090 Conservation Development.

Section 3. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting subsection 17.24.110.D and replacing it with the following:

- D. Fencing of Tree Protection Zone or Natural Area Open Space. Prior to the commencement of construction, the developer shall enclose the entire tree protection zone or natural area open space within a fence or similar barrier as follows:
 1. Chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart.
 2. During construction, each tree protection zone shall be identified with a temporary sign or signs to clearly demarcate the extent of the zone. The developer shall maintain the protective barrier during the entire construction process and shall make certain that it is observed by the contractor.

Section 4. That Chapter 17.24 of the Metropolitan Code are hereby amended to modify subsection 17.24.110 to insert the following as subsection 17.24.110.D and re-letter the subsequent subsections:

- D. Development Prohibited within the Natural Areas. All development activities shall be prohibited within any tree protection zone established for a natural area preserved in open space pursuant to Section 17.12.090 Conservation Development.

Section 5. That Chapter 17.28 of the Metropolitan Code is hereby amended by deleting subsection 17.28.030.A.2 and replacing it with the following:

2. Single and/or two-family subdivisions in areas characterized by twenty percent or greater slopes shall employ the conservation development provisions of Section 17.12.090. In general, lots so created shall be grouped on those portions of the site that have natural slopes of less than twenty percent. The planning commission may authorize lots on natural slopes ranging up to twenty five percent, subject to the special standards and

conditions noted above. Large contiguous areas containing natural slopes in excess of twenty-five percent should be recorded as either common or natural open space and permanently maintained in a natural state.

Section 6. That Chapter 17.28 of the Metropolitan Code is hereby amended by deleting subsection 17.28.040.C.2 and replacing it with the following:

2. Grouped lots. A single and/or two-family subdivision proposed on property containing natural floodplain and floodway areas shall employ the conservation development Section 17.12.090 or the Planned Unit Development (PUD) cluster lot option of Section 17.36.070. Residential lots under the conservation development or PUD cluster lot option may be grouped within the manipulated areas of the natural floodplain. Any residential lot, or any portion of a residential lot, containing natural floodplain shall be designated as a "critical lot" and minimum finished floor elevations shall be established on the final plat of subdivision approved by the metropolitan planning commission and the department of water and sewerage services. Protected floodway and floodplain areas shall not be excluded from the calculation of gross land area for purposes of determining lot yield pursuant to Section 17.12.090.

Section 7. That Chapter 17.28 of the Metropolitan Code is hereby amended by deleting Section 17.28.060 and replacing it with the following:

17.28.060 – Protection of Cedar Glade plant communities.

A residential subdivision or multifamily development proposed on land containing a designated Cedar Glade environment shall make all reasonable effort to preserve that environment through the use of conservation development afforded by this title.

Section 8. That Chapter 17.36 of the Metropolitan Code is hereby amended by deleting subsection 17.36.070.A.1 and replacing it with the following:

1. Residential lots within a PUD district may be grouped to a greater extent than allowed by the conservation development provisions of Section 17.12.090 in return for extraordinary protection of environmentally sensitive areas in a natural state. With proper environmental protection, a PUD master development plan may recapture up to one hundred percent of the average density achievable by similarly zoned land with no environmental constraints. The actual achievable density for any given master development plan may be less depending upon the extent of environmentally sensitive areas to be protected and the minimum lot requirements established below.

Section 9. That Chapter 17.36 of the Metropolitan Code is hereby amended by deleting subsection 17.36.070.C.3 and replacing it with the following:

3. Perimeter lots otherwise abutting a conventional R/R-A or RS/RS-A subdivision may be reduced in size the equivalent of one zoning district with the installation of a standard B landscape buffer yard located within common or natural open space, as applicable. Perimeter lots may be reduced in size the equivalent of two zoning districts with the installation of a standard C landscape buffer yard.

Section 10. That Chapter 17.36 of the Metropolitan Code is hereby amended by deleting subsection 17.36.150 and replacing it with the following:

17.36.150 – General provisions

- A. Properties encompassed by a mapped greenway overlay district are encouraged to utilize the conservation development option (Section 17.12.090) or planned unit development (Article II of this chapter) provisions of this title, thereby protecting the functional integrity of the adopted greenway master plan.
- B. In consideration of a subdivision plat utilizing the conservation development ~~authority~~ provisions of Section 17.12.090 or a PUD master development plan containing property within a greenway overlay district, the planning commission shall solicit a recommendation from the metropolitan greenways commission staff regarding the objectives of the adopted greenway plan as they relate to the subject property. The planning commission shall base its approval or disapproval on the extent to which a property owner has taken all reasonable measures to orient development in a manner which protects the value of those areas within the district for incorporation into a greenway system.

Section 11. That Chapter 17.36 of the Metropolitan Code is hereby amended by deleting section 17.36.160 and replacing it with the following:

17.36.160 - Dedication incentives

Development incentives are established by this section to encourage participation in the implementation of a comprehensive greenway network. In return for a development bonus, the landowner shall locate all development outside the overlay district, design and orient all development in a manner which protects the functional and operational integrity of the greenway network and dedicate all areas within the overlay district for public use by conveyance of easements, property title or equivalent means. The following incentives may be applied to properties lying within a mapped greenway overlay district, and are to be considered bonuses granted above and beyond all other incentives established elsewhere in this title.

- A. Residential development in the R/R-A and RS/RS-A districts utilizing the conservation development provisions of Section 17.12.090 or the PUD cluster provisions of Article II of this chapter may utilize the development bonus provisions of Section 17.36.090 for a corresponding amount of land area dedicated for public greenway use. Area dedicated for public greenway use in a PUD or conservation development may count one and one-half times towards satisfying minimum common or natural open space, as applicable to the requirements of Section 17.36.070.B or 17.12.090.
- B. Multifamily development in the RM and mixed-use districts may achieve a twenty-five percent bonus in achievable density derived from that amount of land area dedicated for public greenway use. Area dedicated for public greenway use in a PUD development may count one and one-half times towards satisfying the minimum common open space requirement of Section 17.36.070B; all protected trees within the area of dedication may count one and one-half times in satisfying the tree density requirements of Section 17.24.100.
- C. Nonresidential development may be granted a floor area ratio (FAR) bonus of twenty-five percent for that amount of land area dedicated for public greenway use. All protected trees within the area of greenway dedication may count one and one-half times in satisfying the tree density requirements of Section 17.24.100.

Section 12. That Chapter 17.40 of the Metropolitan Code is hereby amended to modify the list of Sections/Tables in subsection 17.40.340.A as follows:

17.12.090 (conservation development)

Section 13. That Chapter 17.40 of the Metropolitan Code is hereby amended by deleting the introductory paragraph of Section 17.40.380 and replacing it with the following:

Requests for exceptions from the hillside development standards of Chapter 17.28 shall be administered and decided in conformance with the requirements of this article. The board shall have no authority to vary lot areas within platted residential developments utilizing lot area averaging or conservation development provisions of Chapter 17.12.

Section 14. That Chapter 17.40 of the Metropolitan Code is hereby amended by deleting subsection 17.40.470.A.2. and replacing it with the following:

2. Except for development approved pursuant to 17.12.090 Conservation Development each application for a tree removal permit shall be accompanied by a tree survey based upon current information. An application for a tree removal permit for a Conservation Development approved pursuant to 17.12.090 shall submit a tree survey for any trees located outside of the natural areas required to be preserved in open space. The survey shall show the location, size and type of retained, protected and heritage trees upon the site, including common or scientific names. The survey shall indicate which retained, protected and heritage trees are intended for removal and/or grubbing and which will be left undisturbed. A final site plan prepared to the same scale shall be submitted which illustrates the following:

- a. The locations of existing and proposed buildings, layout of roads, utilities, parking areas for vehicles, storage areas for construction materials, and other items that disturb or compact the soil in tree root zones.
- b. Existing and proposed grades and subsequent erosion control measures to prevent siltation over the roots of protected and heritage trees and appropriate tree protection fencing for those trees.
- c. For a conservation development approved pursuant to 17.12.090 survey plans shall locate and label all natural areas to be preserved and show and label the limits of disturbance.
- d. For a conservation development approved pursuant to 17.12.090, the site analysis plan shall be included with the submittal.

Section 15. 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.

INTRODUCED BY:

Angie Henderson
Kathleen Murphy
Brett Withers
Burkley Allen
Thom Druffel
Emily Benedict
Members of Council

SUBSTITUTE ORDINANCE NO. BL2022-1122

An ordinance to amend Titles 2 and 17 of the Metropolitan Code of Laws, to amend Chapters 17.24 and 17.28 pertaining to Tree Protection and Replacement, and to amend Chapters 2.226, 17.04, 17.12, 17.20, 17.24, 17.28, and 17.40 to make associated housekeeping amendments, all of which is described herein (Proposal No. 2022Z-005TX-001).

WHEREAS, Metro Nashville and Davidson County is characterized by rolling hills, steep bluffs, valleys, floodplains, forests, and numerous rivers and streams; and

WHEREAS, NashvilleNext, Metro's General Plan adopted in 2015, identifies such natural areas as important community assets that provide benefits including enhancing air and water quality, moderating temperature, providing wildlife habitat, and better quality of life for residents; and

WHEREAS, NashvilleNext identifies the importance of sensitive development techniques to minimize hazards associated with development in natural areas and to balance preservation and development to create resiliency; and

WHEREAS, allowing for flexibility in development patterns within existing zoning allowances can help to achieve goals to balance development with protection and conservation of sensitive natural areas; and

WHEREAS, updating the standards of the zoning code pertaining to the cluster lot option will help ensure that flexibility of lot size and development pattern are appropriately balanced and linked with the quantity and quality of natural area conservation achieved by the proposed development.

WHEREAS, the creation of 17.12.090 Conservation Development acknowledges that trees are a natural area worthy of protection.

WHEREAS, the consolidation of tree protection standards in a single Chapter of the code ensures the consistent implementation of environmental standards.

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

Section 1. That Chapter 2.226 of the Metropolitan Code is hereby amended by deleting Section 2.226.060 and replacing it with the following:

2.226.060 – Panel review and replacement standards

The panel will review metropolitan government projects and land-management activities on metro government properties of the responsible agencies that include the removal of covered trees over ninety aggregate inches in diameter at breast height ("DBH") or of any single specimen covered tree over thirty inches in DBH. Projects subject to the tree density requirements of Chapter 17.28 shall comply with Section 2.226.080 of the Metropolitan Code and not this section. The removals of covered trees over ninety aggregate inches in DBH or of any single specimen tree over thirty inches in DBH will be subject to the replacement standards contained in this section. Covered trees that are less than six inches in DBH and/or located within a public utility easement will not count toward the aggregate total or the single specimen requirement. Covered trees located in the metro government rights-of-way will not count as removals under this section unless located in a planting strip of at least four feet in width measured from the road or curb to the sidewalk, or they are being removed for a new metro government

sidewalk installation. This protocol will not apply to areas within metro parks that are (1) greenways or trails, (2) managed as grasslands or mixed-grass meadows, (3) areas designated as protected natural areas in the Metro Parks Natural Resource Management Plan, or (4) impacted by infrastructure maintenance or repair. Metro parks will supply an annual report of the counts to the tree review panel on covered tree removals in these exempted areas for data and public information purposes. The panel will review the projects for compliance with the replacement standards and will pursue retention where feasible. The panel may provide a recommendation of an alternate plan to the department head of the responsible agency that is proposing the removal, or their designee. The tree replacement standards for all covered trees are as follows:

Replacement Standards	
Size of Tree Removed (DBH)	Number of New Canopy Trees Required
≤ 10 inches	1
10.1 to 15 inches	2
15.1 to 20 inches	3
Greater than 20.1 inches	4

If authorized as a substitute for canopy trees, understory trees shall be planted at twice the rate of canopy trees. Replacement trees shall be nurse stock, at least 2.0 inches DBH, and six feet tall. Responsible agencies can track trees planted on their properties or within the metro government right-of-way and may apply them to the replacements required under this section if the planting occurred within one year of the tree removal activity.

Section 2. That Chapter 2.226 of the Metropolitan Code is hereby amended by deleting section 2.226.080 and replacing it with the following:

2.226.080 – Enhanced tree requirements

Metro projects having tree density requirements pursuant to Chapter 17.28 of the Metropolitan Code shall have a twenty percent higher tree density requirement than private development. The urban forester with the department of codes administration will review projects for compliance with this standard.

Section 3. That Chapter 17.04 of the Metropolitan Code is hereby amended to modify section 17.04.060 by deleting the definitions of Tree, heritage; Tree, historic and specimen; Tree, prohibited; and Tree, protected; and replacing them with the following:

Tree, heritage. "Heritage tree" means any tree meeting the criteria established in 17.28.065 of this title.

Tree, historic and specimen. "Historic and Specimen tree" means any tree meeting the criteria established in Section 17.28.065 of this title.

Tree, prohibited. "Prohibited tree" means any tree which, by the nature of its fruit, root system, brittleness of wood, or susceptibility to disease, is not allowed as a replacement tree.

Tree, protected. "Protected tree" means any tree meeting the criteria established in Section 17.28.065 of this title.

Section 4. That Chapter 17.12.090 of the Metropolitan Code is hereby amended by deleting subsection 17.12.090.D.7 and replacing it with the following:

Tree preservation or removal proposed in a conservation development shall follow the standards of Chapter 17.28.065. If the tree or natural area preservation required in that section is greater than the area required here, then the requirements of that section shall prevail. In no case shall the required natural area preservation be less than that required in this section.

Section 45. That Chapter 17.20 of the Metropolitan Code is hereby amended by deleting subsection 17.20.120.C.2.c.v and replacing it with the following:

v. Trees installed pursuant to this section shall be eligible for credit toward the tree density required by Chapter 17.28 of this title.

Section 56. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting section 17.24.010 and replacing it with the following:

17.24.010 – Purpose and intent.

The general purpose of this chapter is to set standards for landscaping, buffering, and tree requirements in order to implement the precepts of the general plan and the associated subarea plans, as well as the requirements of the various zone districts set out previously, including properties zoned DTC district as set forth in Chapter 17.37. This chapter further establishes standards for screening and landscaping parking areas to reduce their impact on adjacent properties and public thoroughfares, as well as to mitigate the environmental impacts of large areas of unbroken pavement; establishes standards for buffering between different zone districts or selected land uses to mitigate the results of differing activities; and sets standards for plant materials, maintenance of required plants, planning in scenic easements and standards for the screening of unsightly areas.

Section 67. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting subsection 17.24.075.C.3 and replacing it with the following:

3. Trees installed pursuant to this section shall be eligible for credit toward the tree density required by 17.28.065 Trees.

Section 78. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting subsection 17.24.080.B and replacing it with the following:

B. Watering. All required landscaping, excluding trees planted or preserved on residential property in accordance with Section 17.28.065.C of this title, shall be watered by one of the following methods:

1. An underground sprinkler system;

2. An outside hose attachment within one hundred feet of all landscaping.

Section 89. That Chapter 17.28 of the Metropolitan Code is hereby amended to insert a new subsection 17.28.020.E as follows and renumber the subsequent subsections accordingly:

E. Trees are acknowledged to be an important part of the natural environment and as such shall be protected and replaced as provided in this chapter.

Section 10. That Chapter 17.24 of the Metropolitan Code is hereby amended by deleting Article II – Tree Protection and Replacement, including sections 17.24.090, 17.24.100, 17.24.110, and 17.24.120, in its entirety and renumbering the subsequent Articles.

Section 11. That Chapter 17.28 of the Metropolitan Code is hereby amended to create a new section as follows:

17.28.065 - Trees

A. Designation of tree types.

1. Designation of Protected Trees. A protected tree is any existing tree with at least a six-inch diameter at breast height (DBH); or any existing tree two inches in DBH or larger located in the public right-of-way. To qualify as a protected tree, the tree shall not be listed on the most recent edition of the Tennessee Invasive Exotic Plant List and shall be in fair or better condition with no major insect or pathological problems.

2. Designation of a Heritage Tree.

a. A heritage tree is any tree that meets the one or more of the following criteria:

i. Any tree with a DBH that meets or exceeds the following sizes:

TREE TYPE	DBH	EXAMPLES but not limited to:
Deciduous Canopy	24"	Oak, Maple, Poplar, Planetree, Ginko
Evergreen Tall	10"	Am Holly, So. Magnolia, Pine, Spruce, Cedar
Deciduous Understory	8"	Redbud, Dogwood, Flowering Cherry, Jap. Magnolia, Jap. Maple
Evergreen Low	8"	Dwf. Magnolia, Hemlock, Hybrid Holly, Cherry Laurel (tree form)

ii. Any tree registered in the Metro Historic or Specimen Tree program; or

iii. Any tree listed on the Tennessee Champion Tree list or the Tennessee Landmark and Historic Tree Registry as maintained by the Tennessee Division of Forestry.

b. In addition to the criteria listed above, to qualify as a heritage tree the tree shall meet all of the following:

i. Shall not be listed on the most recent edition of the Tennessee Invasive Exotic Plant List;

ii. Must have a life expectancy of greater than fifteen years;

iii. Must have a structurally sound trunk without extensive decay;

- iv. Must have no more than one major and several minor dead limbs; and
- v. Must have no major insect or pathological problems.

3. Designation of Historic and Specimen Trees. Historic and Specimen Trees program is a volunteer program in which trees shall be designated by the Metropolitan Beautification and Environment Commission based on advice from the Metropolitan Tree Advisory Committee and consent of the property owner. No historic or specimen tree shall be removed without a finding by the Metropolitan Beautification and Environment Commission that the tree is a hazard or a determination that it is not economically or practically feasible to develop the parcel without removing the tree. All trees in the Historic and Specimen Trees program shall also be designated as Heritage trees as defined in Section 17.28.065 Trees.

B. Tree Preservation

1. It is the intent of this section to minimize the removal of trees and to ensure that property owners and developers take reasonable measures to design and locate the proposed improvements so that the number of trees to be removed is minimized. In particular, the design shall attempt to preserve protected, heritage, and specimen and historic trees, which meet the criteria set forth in Section 17.28.065.A, designation of tree types. For purposes of this chapter, the term 'retained tree' means a tree that is selected to be saved or preserved for purposes of being counted toward the required tree density for the property and which is not listed on the most recent edition of the Tennessee Invasive Exotic Plant List and which is in fair or better condition, with no major insect or pathological problems.

2. Any tree with a diameter at breast height (DBH) of twenty-four inches or more, or that qualifies as a heritage tree under Section 17.28.065.A of this title, shall be survey located and depicted on the final site plan.

C. Replacement of trees.

1. Trees removed pursuant to Section 17.40.470, tree removal permit procedures, shall be replaced at the expense of the property owner or developer to meet the required tree density standard.

2. Any retained tree that is removed without a tree removal permit shall be replaced on an inch for inch basis as specified 17.28.065.D.

3. Tree density.

a. Each property, other than those residential properties provided for below. of this section, shall attain a tree density factor of at least twenty-two units per acre using retained or replacement trees, or a combination of both.

b. Residential properties shall attain the following tree density factors:

i. Property within a single and/or two-family residential subdivision for which the preliminary site plan is filed with the planning commission after the date of enactment of this subsection shall attain a tree density factor of at least fourteen units per acre using retained or replacement trees, or a combination of both, excluding the area of the building lots. Proof of compliance with this

requirement shall be provided prior to the release of any applicable public infrastructure bonds.

ii. Requirements for individual single and two-family residential lots.

(1). Individual single and two-family lots, other than those lots zoned AG or AR2a, shall include at least one two-inch caliper tree for each thirty feet of lot frontage (or portion thereof), excluding alley frontage. Such trees must be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List, and shall be of a form and quality set out in the American Standard for Nursery Stock (ANSI Z60.1, latest edition).

(2). Individual single and two-family lots on a cul-de-sac shall attain a tree density factor of at least two two-inch caliper trees for each thirty feet of lot frontage (or portion thereof). Such trees must be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List, and shall be of a form and quality set out in the American Standard for Nursery Stock (ANSI Z60.1, latest edition).

(3). If the width of an individual single or two-family lot is less than twenty-five percent of the average lot depth, the lot shall attain a tree density factor of at least seven units per acre using retained or replacement trees, or both.

(4). Proof of compliance with this subsection shall be provided prior to the issuance of a certificate of occupancy.

iii. Alternative tree density requirements for single and two-family residential lots. In lieu of the requirements of subsection 2.a.ii of this section, a home builder may petition the urban forester for credit for retaining existing trees on the building lot, provided that the overall tree density, including both replacement and retained trees, is not less than seven units per acre. Retained trees used to satisfy this requirement shall be protected according to Section 17.28.065.A. Proof of compliance with this requirement shall be provided prior to the issuance of a certificate of occupancy.

c. Compliance with this subsection 3. Tree density, shall be calculated using gross acreage of the property but shall not include the following:

i. The portion of the land area currently or proposed to be covered by buildings;

ii. The fenced area of any athletic field;

iii. The area of a lake or pond which is covered by water year round; and

iv. Open areas of golf facilities.

v. Natural areas preserved in open space pursuant to 17.12.090 Conservation Development.

d. Retained and replacement trees shall contribute toward the tree density.

e. Tree density schedules shall be calculated according to the following schedules.

Retained Tree Schedule

UNITS represents basal area
DBH refers to diameter at breast height

DBH	UNITS	DBH	UNITS	DBH	UNITS	DBH	UNITS
6	1.8	20	6.0	34	11.9	48	28.8
8	2.4	22	6.6	36	12.6	50	30.0
10	3.0	24	8.4	38	13.3	52	31.2
12	3.6	26	9.1	40	20.0	54	35.1
14	4.2	28	9.8	42	23.1	56	36.4
16	4.8	30	10.5	44	26.1	58	37.7
18	5.4	32	11.2	46	27.6	60	42.0

Heritage Tree Schedule

UNITS represents basal area
DBH refers to diameter at breast height

DBH	UNITS	DBH	UNITS	DBH	UNITS
8	3.2	14	5.6	20	8.0
10	4.0	16	6.4	22	8.8
12	4.8	18	7.2	24*	9.6

*Greater than 24" equals DBH × 0.5 per inch

Replacement Tree Schedule

UNITS represents basal area
CAL refers to caliper size (a tree's diameter measured six inches from the top of the root ball)

Canopy Trees							
CAL	UNITS	CAL	UNITS	CAL	UNITS	CAL	UNITS
2	0.5	5	0.9	8	1.3	11	1.9
3	0.6	6	1.0	9	1.5	12	2.1
4	0.7	7	1.2	10	1.7	14	2.3

Understory and Columnar Trees							
CAL	UNITS	CAL	UNITS	CAL	UNITS	CAL	UNITS
2	0.25	5	0.5	8	0.7	11	1.0
3	0.3	6	0.5	9	0.8	12	1.1
4	0.4	7	0.6	10	0.9	14	1.2

4. Existing prohibited trees may be counted for full credit of the tree density requirement if in the opinion of the urban forester, they are healthy existing trees.
5. Single-trunk replacement trees shall be (i) a minimum width of two-inch calipers; (ii) a minimum height of six feet; and (iii) shall consist of recommended species listed in the Urban Forestry Recommended and Prohibited Tree and Shrub List.
6. A retained tree moved from one location to another on the site may be given credit upon approval of the urban forester.
7. Except for sites located within the Downtown Code (DTC) zoning district, credit toward the required tree density may be given for the installation of street trees that meet the following criteria:
 - a. Street trees shall be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List and shall be a minimum of two-inch caliper and a minimum of six feet in overall height. Canopy trees shall be installed except where conflicts with overhead utility lines exist; in those instances, understory trees may be substituted.
 - b. Street trees installed for tree density credit shall be depicted on the landscape plan.
 - c. The proposed location of street trees and planting area dimensions and standards shall be subject to review and approval by the urban forester and metro public works.
 - d. The owner of the property frontage along which the street trees are installed shall maintain street trees installed per this title to International Society of Arboriculture standards.
8. Subdivision developments, other than single and two-family residential subdivisions required to meet the tree density requirements of subsection B2. of this section, shall be exempt from the tree replacement provisions of this title during the phases of construction to install streets, utilities and drainage structures required to be installed or bonded prior to recording of a final plat, so long as: (1) the tree survey includes the area to be disturbed by the construction of streets, utilities and required drainage facilities; and (2) the removal of protected and heritage trees, as set forth in subsection 17.28.065, is confined to the area of disturbance determined by the planning commission to be the minimum area necessary to install the infrastructure required by the subdivision regulations; and (3) so long as no protected and heritage trees, as set forth in subsection 17.28.065, are to be removed outside of the agreed upon disturbed area. Development of individual parcels within the subdivision must comply with the tree replacement provisions unless exempted by other provisions of this title.
9. Existing developments not otherwise exempted shall comply with the tree replacement provisions of this title when undergoing expansions as follows:
 - a. No additional compliance is required if there is no enlargement of the lot, or in the improved portion of the existing lot, and either:
 - i. The value of any one expansion is less than twenty-five percent, or the value of multiple expansions during any five-year period is

less than fifty percent, of the value of all improvements on the lot prior to expansion; or

ii. The total building square footage of any one expansion is less than twenty-five percent, or the total building square footage of multiple expansions during any five-year period is less than fifty percent of the total building square feet of all improvements on the lot prior to expansion.

b. When the previously improved portion of a lot is enlarged, or additional area is incorporated into the lot, only the additional area or expanded area of improvement is required to be brought into compliance with the tree replacement requirements, if either:

i. The value of any one expansion is less than twenty-five percent, or the value of multiple expansions during any five-year period is less than fifty percent of the value of all improvements on the lot prior to expansion; or

ii. The total building square footage of any one expansion is less than twenty-five percent, or the total building square footage of multiple expansions during any five-year period is less than fifty percent of the total building square footage of all improvements on the lot prior to expansion.

c. Total compliance is required if exemption cannot be claimed under other provisions of this section.

10. Any replacement tree planted for credit shall be replaced by a tree of equal or greater diameter than originally planted if the tree dies. Under no circumstances shall any replacement tree, planted for credit, be removed by the owner or developer without the prior permission of the urban forester. All trees and shrubs required by this code shall be inspected within three years of initial planting. Notwithstanding the foregoing provision of this subsection to the contrary, there is no requirement that a replacement tree planted for credit be replaced if the tree dies as a result of a natural disaster or other act of God. For purposes of this section, 'natural disaster' shall not include drought.

11. Where construction work will be completed under a phased schedule, site work and tree removal for the entire tract may be completed at one time and replacement or addition of trees can be deferred for a maximum of five years, so long as each phase is in compliance with the tree density requirements upon completion of that phase, and so long as the entire site is in compliance with the tree density requirements within five years, or upon completion of the entire project, whichever occurs first.

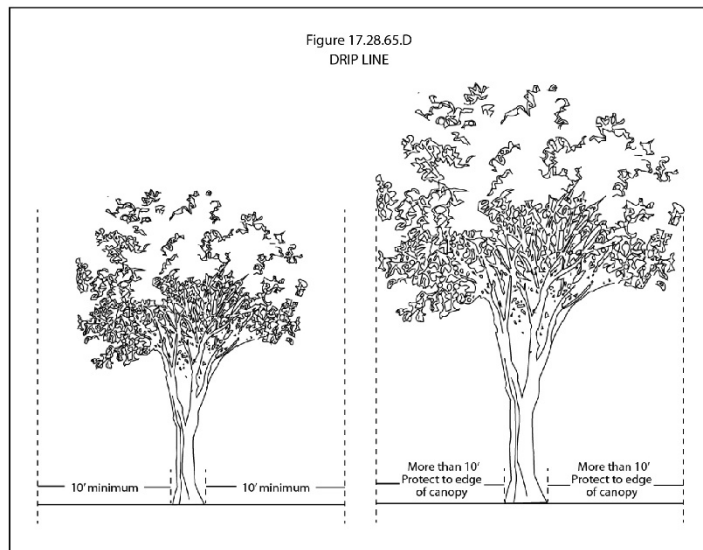
12. Notwithstanding any provisions of this title to the contrary, the board of zoning appeals may hear and decide appeals from any order, requirement, decision or determination made by the urban forester in carrying out the enforcement of this chapter.

D. Protection of trees during development activities.

1. Generally. To assure the health and survival of retained trees, the following kinds of tree injuries shall be ~~avoided~~ prohibited during all development activities:

- a. Mechanical injuries to roots, trunk and branches;
- b. Injuries by chemical poisoning;
- c. Injuries by grade changes;
- d. Injuries by excavations; and
- e. Injuries by paving.

2. Tree Protection Zone. A circular tree protection zone shall be established around each retained tree as shown in Figure 17.28.065.D.



- a. If the drip line is less than ten feet, the protection zone shall be ten feet.
- b. If the drip line is more than ten feet, the protection zone shall be the full drip line of the tree.
- c. The configuration of the tree protection zone may be adjusted upon recommendation of the urban forester and upon verification that measures will be taken during construction or installation to protect the well-being of the tree.

3. Development Prohibited within the Tree Protection Zone. All development activities except those specifically permitted by subsection 6 of this section shall be prohibited within the tree protection zone provided for any protected trees or natural area created by section 17.12.090 conservation development, including any construction of buildings, structures, paving surfaces, and storm-water retention/detention ponds. All temporary construction activities shall also be prohibited within tree protection areas, including all digging, concrete washing, storage of construction material, and parking of construction vehicles.

4. Development Prohibited within the Natural Areas. All development activities shall be prohibited within any tree protection zone established for a natural area

preserved in open space pursuant to Section 17.12.090 Conservation Development.

5. Fencing of Tree Protection Zone or Natural Area Open Space. Prior to the commencement of construction, the developer shall enclose the entire tree protection zone or natural area open space within a fence as follows:

a. Chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart.

b. During construction, each tree protection zone shall be identified with a temporary sign or signs to clearly demarcate the extent of the zone. Signs shall be installed on the tree protection fence visible on all sides of the fenced-in area at a rate of at least one sign for every 150 linear feet. The size of each sign must be a minimum of two feet by two feet and shall contain the following language in English and Spanish: "TREE PROTECTION ZONE: KEEP OUT. ZONA DE LA PROTECCION DEL ARBOL. NO SE PERMITE ENTRAR". The developer shall maintain the protective barrier during the entire construction process and shall make certain that it is observed by the contractor.

c. The location of tree fence shall be coordinated with any required silt fence. Tree fence shall be located toward the tree with the silt fence outside to prevent erosion inside a tree preservation area.

6. Permitted Activities within Tree Protection Zone.

a. Utility Excavation. Excavating or trenching by duly constituted utilities shall be permitted within the tree protection zone, except where the trees are historic or specimen, in which case utility lines shall be tunneled beneath tree roots in order to protect feeder roots. The urban forester may propose rules and regulations governing and/or limiting excavation or trenching by duly constituted utilities in the tree protection zone. Upon approval by the metropolitan planning commission of such rules and regulations pursuant to Metropolitan Code of Laws Section 2.104.020, excavation and trenching in the tree protection zone shall be permitted only pursuant to such rules and regulations.

b. Sodding and Groundcover. Placement of sod or other groundcovers and the preparation of the ground surface for such covers shall be permitted within the tree protection zone.

7. Inspections.

a. All retained trees, pursuant to a tree survey shall be inspected by the urban forester one year following completion of the project to ensure that they are surviving in a healthy condition.

b. Retained trees which require repair or replacement shall be determined by the urban forester.

c. Any retained tree which is damaged during construction, or with damage occurring as a result of construction, shall be repaired according to accepted International Society of Arboriculture practices, or replaced on an inch for inch basis. Trees planted to replace damaged or removed protected trees shall not be counted toward the site TDU.

d. The owner shall be notified in writing of the urban forester's determinations.

8. Trees destroyed by natural disaster. There is no requirement that a retained tree be replaced if the tree dies as a result of natural disaster or other act of God, including a drought. For purposes of this subsection, 'drought' means a prolonged period of dryness that has caused extensive damage to, or prevented the successful growth of, crops within the Middle Tennessee area.

E. Less desirable trees.

The urban forester shall compile a list of plants which are considered less desirable in the area of the metropolitan government. Upon adoption following public hearing and comment by the metropolitan planning commission, such list shall have the force and effect of regulation. The metropolitan beautification and environment commission, upon advice of the tree advisory board, may add or delete trees from such list from time to time following public hearing. Once such list of less desirable plants is duly adopted, the plants included therein may not be used to satisfy the requirements of Section 17.28.065.C, except as specifically permitted therein. Use of such trees in excess of the requirements of sections listed above is not prohibited.

Section ~~40~~12. That Chapter 17.36 of the Metropolitan Code is hereby amended by deleting section 17.36.160 and replacing it with the following:

17.36.160 – Dedication incentives.

Development incentives are established by this section to encourage participation in the implementation of a comprehensive greenway network. In return for a development bonus, the landowner shall locate all development outside the overlay district, design and orient all development in a manner which protects the functional and operational integrity of the greenway network, and dedicate all areas within the overlay district for public use by conveyance of easements, property title or equivalent means. The following incentives may be applied to properties lying within a mapped greenway overlay district, and are to be considered bonuses granted above and beyond all other cluster incentives established elsewhere in this title.

- D. Multifamily development in the RM and mixed-use districts may achieve a twenty-five percent bonus in achievable density derived from that amount of land area dedicated for public greenway use. Area dedicated for public greenway use in a PUD development may count one and one-half times towards satisfying the minimum common open space requirement of Section 17.36.070B; all protected trees within the area of dedication may count one and one-half times in satisfying the tree density requirements of Section 17.28.065.
- E. Nonresidential development may be granted a floor area ratio (FAR) bonus of twenty-five percent for that amount of land area dedicated for public greenway use. All protected trees within the area of greenway dedication may count one and one-half times in satisfying the tree density requirements of Section 17.28.065.
- F. Nonresidential development may be granted a floor area ratio (FAR) bonus of twenty-five percent for that amount of land area dedicated for public greenway use. All protected trees within the area of greenway dedication may count one and one-half times in satisfying the tree density requirements of Section 17.28.065.

Section ~~44~~13. That Chapter 17.40 of the Metropolitan Code is hereby amended by deleting section 17.40.440 and replacing it with the following:

17.40.440 – General.

Unless exempt from the provisions of this chapter, no person shall remove or in any way damage any retained, protected or heritage tree without first obtaining a permit from the zoning administrator. Any tree which is damaged, destroyed or removed without the required tree permit shall be repaired according to accepted International Society of Arboriculture practices, or replaced with the equivalent density units of replacement trees as provided in Chapters 17.24 and 17.28.

Section ~~42~~14. That Chapter 17.40 of the Metropolitan Code is hereby amended by deleting section 17.40.450 in its entirety.

Section ~~43~~15. That Chapter 17.40 of the Metropolitan Code is hereby amended by deleting subsection 17.40.470.B and replacing it with the following:

B. Tree Removal Permit Review Criteria. No permit for the removal of a retained, protected or heritage tree shall be granted unless the petitioner demonstrates one or more of the following conditions:

1. The site has received development, site plan or subdivision approval.
2. The tree is located in such proximity to an existing structure that the safety, utility or structural integrity of the structure is materially impaired.
3. The tree materially interferes with the installation, servicing or functioning of existing or infrastructure, utility lines or services for which there is no feasible relocation alternative.
4. The tree creates a substantial hazard to motor, bicycle or pedestrian traffic by virtue of physical proximity to traffic or impairment of vision.
5. The tree is diseased, insect ridden or weakened by age, abuse, storm or fire and is likely to cause injury or damage to people, buildings or other improvements.
6. The removal of the tree is necessary to promote the growth of surrounding protected and heritage trees. Under this provision, the applicant must demonstrate a preference for protecting heritage trees. Trees removed pursuant to this subsection are exempt from tree replacement requirements.
7. Any law or regulation requires the removal.
8. The site will maintain the required tree density after the removal of specified trees either with retained trees or with the installation of replacement trees in accordance with section 17.28.065.C Replacement of Trees.

Section 4416. 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.

INTRODUCED BY:

Angie Henderson
Kathleen Murphy
Brett Withers
Burkley Allen
Thom Druffel
Emily Benedict
Members of Council

SUBSTITUTE ORDINANCE NO. BL2022-1140

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 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, all of which is described herein (Proposal No. 2021SP-083-001).

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 to SP for properties located at 301 North 2nd Street and 651 and 660 Joseph Avenue, at the northeast corner of Dickerson Pike and Meridian Street (14.52 acres), and located in a Planned Unit Development Overlay District, to permit a mixed-use development with non-residential uses and a maximum of 1,150 multi-family residential units, being Property Parcel No. 208 as designated on Map 082-07 and Property Parcel No. 009 and 040 on Map 082-11 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 082 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 of MUL-A and a maximum of 1,150 multi-family residential units. Short Term Rental Property (STRP) owner-occupied and 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. 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.
2. 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.
3. Option 2 (Build Realignment of Dickerson Pike) is the preferred option. If the realignment is not approved by TDOT, adjustments may be necessary to the site plan, including but not limited to building placement and streetscape details.

4. If the development is proposed to be phased, include a full phasing plan with the 1st final site plan.
5. Pedestrian entries and street-level interaction shall be demonstrated with the final site plan architectural elevations, regardless of the final alignment determination.
6. Final street cross sections and alignment details of Dickerson Pike, 1st Avenue North, Berry Street, Meridian Street, or realignment scenario, are subject to change and shall be determined with the final site plan.
7. If Dickerson Pike is realigned under Option 2, setbacks on the upper stories may be necessary along the street frontage. Applicant shall work with staff during final SP review to incorporate as needed.
8. All structured parking shall be wrapped with habitable space, consistent with the residential liner areas specified on the preliminary SP and include active uses. Active uses are those programmed spaces that generate pedestrian street activity and interaction. Hallways, storage rooms, fitness centers, and other ancillary spaces shall not qualify as an active use.
9. The residential liner building for Site C shall be included in the same phase as the Site C parking garage. The rear portion of the parking garage façade that is not wrapped with habitable space shall include parking garage treatments per the SP parking screening details.
10. Facades for parking garages shall be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The façade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding built context. Openings for natural ventilation are permissible when integrated into the façade design.
11. On the corrected copy, update the location of the Site C residential liner building as needed to be consistent with the proposed rear setback.
12. On the corrected copy, update the Maximum Overall Height language: Maximum overall height shall comply with the massing diagrams provided in the preliminary SP. Height shall be measured per the Metro Zoning Ordinance.
13. On the corrected copy, update all language related to the timing of improvements to Dickerson and intersection details with the NDOT conditions.
14. No direct vehicular access to the parking garages or surface parking areas shall be provided directly from Dickerson Pike or Meridian Street.
15. On the final site plan, landscaping and TDU Requirements shall be provided per the Metro Zoning Ordinance.
16. All private drives, access, and open spaces shall include public access easements, which shall be included on the final site plan. Prior to final site plan approval, provide easement documentation.
17. Comply with all conditions and requirements of Metro reviewing agencies.
18. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the preliminary SP for review and approval.
19. The final site plan shall depict the 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 the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
20. The final site plan shall label all internal driveways as “Private Driveways”. A note shall be added to the final site plan that the driveways shall be maintained by the Property Owners’ Association.

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 MUL-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.

SPONSORED BY:

Sean Parker
Member of Council



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PURPOSE NOTE:

The purpose of this SP is to re-zone approximately 14.52 acres to provide for a mixed-use residential development in accordance with the Metro Nashville Planning Department Dickerson South Corridor Study finalized February 27, 2020 to provide a maximum of 1150 multi-family residential units, green space, and enhanced street connectivity. Non-residential uses are limited to uses permitted by MUG-A, with the exception of Short Term Rental Property owner occupied and Short Term Rental Property non owner occupied, which shall be prohibited from the SP This SP would also abandon the existing PUD.



Dickerson & Meridian Specific Plan

Submission Date: 06 October 2021

Revision Date: 24 January 2022

Case No. 2021SP-083-001





Specific Plan Overview

Located at the entrance to the McFerrin Park neighborhood and bounded by Dickerson Pike to the West and Meridian to the South, the Meridian mixed-use project will be a defining gateway and threshold into the community and the Dickerson Pike Multi-modal corridor.

The ~14.52 acre site is currently zoned Res-E PUD, RM20, OV-RES, and OV-UZO. The standards and regulations of MUG-A, including the slight modifications made by this SP, implements the guidance of the Community Character Manual and the Dickerson South Corridor Supplemental Policy.

As per the Dickerson South Corridor Policy, height is concentrated towards the Dickerson Corridor, with a punctuation at the corner of Dickerson and Meridian to create a Gateway moment. Massing steps down in height in various locations to respond to the neighborhood scale and maintain View Corridors. In addition, the development reestablishes elements of the original city grid in the building forms and open space. With connectivity as a central tenet, the project encourages and accommodates an improved streetscape and adds new connectivity.

The proposed project will consist of up to 1150 Residential Units. Retail components are envisioned for portions of the street level to enhance activation and serve as a neighborhood amenity. Greenspace is also provided within the development.

Dickerson Pike is positioned to serve as an important Multi-modal Corridor for Nashville. This project is designed to accommodate various TDOT and NDOT plans for the Dickerson Corridor. Thus, two plans are shown in this SP, one which works with current roadway configurations, and another that shows potential future roadway alignments. Along with the SP a new TIS has been completed, following NDOT recommendations.

The project has been Master Planned to allow for phasing if necessary.

We will engage a process with the surrounding neighborhood and District 5 Council Member to identify and install appropriate traffic calming measures in the area bounded by Cleveland Street, Dickerson Pike, Ellington Parkway, and Spring Street. The cost to the applicant to install the traffic calming measures shall not exceed \$100,000 to NDOT-approved traffic calming measures and \$40,000 for MPNA-approved community improvements. The traffic calming measures shall be identified and reviewed by Public Works prior to the building permit process. Public Works may alter the final design of the traffic calming measures.



Zoning Analysis

Acreage	651 Joseph Ave	1.81 acres (75,990 SF)
	660 Joseph Ave	9.03 acres (383,850 SF)
	301 2nd St	3.68 acres (154,451 SF)
		14.52 acres (614,291 SF)

Council District 05: Sean Parker

Proposed Zoning Uses SP to permit a mixed-use development with a maximum of 1,150 multi-family residential units and uses permitted by the MUG-A zoning district. STRP owner occupied and not owner occupied shall be prohibited.

Max FAR 3.0 as per MUG-A
The floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio.

Max ISR 1.0

Residential Unit Count 1150 units maximum

Build-to Zone 0-15 feet

Buildings may be allowed to locate beyond the 15' build-to line with planning staff approval at final site plan. Consideration will be based on site location, context, and design. Appropriate reasons could include, but not be limited to, publicly accessible open space, utility locations, and pedestrian oriented designs. Considerations for buildings beyond the 15' BTZ will not include drop off zones or drive aisles.

Max Overall Height See massing diagrams

Step-back Required at Select Locations - See Plan Diagram

Min Rear Setback none required

Min Side Setback none required

Parking As per Zoning Requirements

Allowed Uses as per MUG-A

Uses Standard Short Term Rental Property (STRP) owner occupied and Short Term Rental Property (STRP) not owner occupied shall be prohibited

Site Conditions

212 Existing Units

Parking Requirements for Multifamily Residential in the UZO:

- Studio & 1 bed : 1 per unit
- 2 bed + : 1.5 per unit

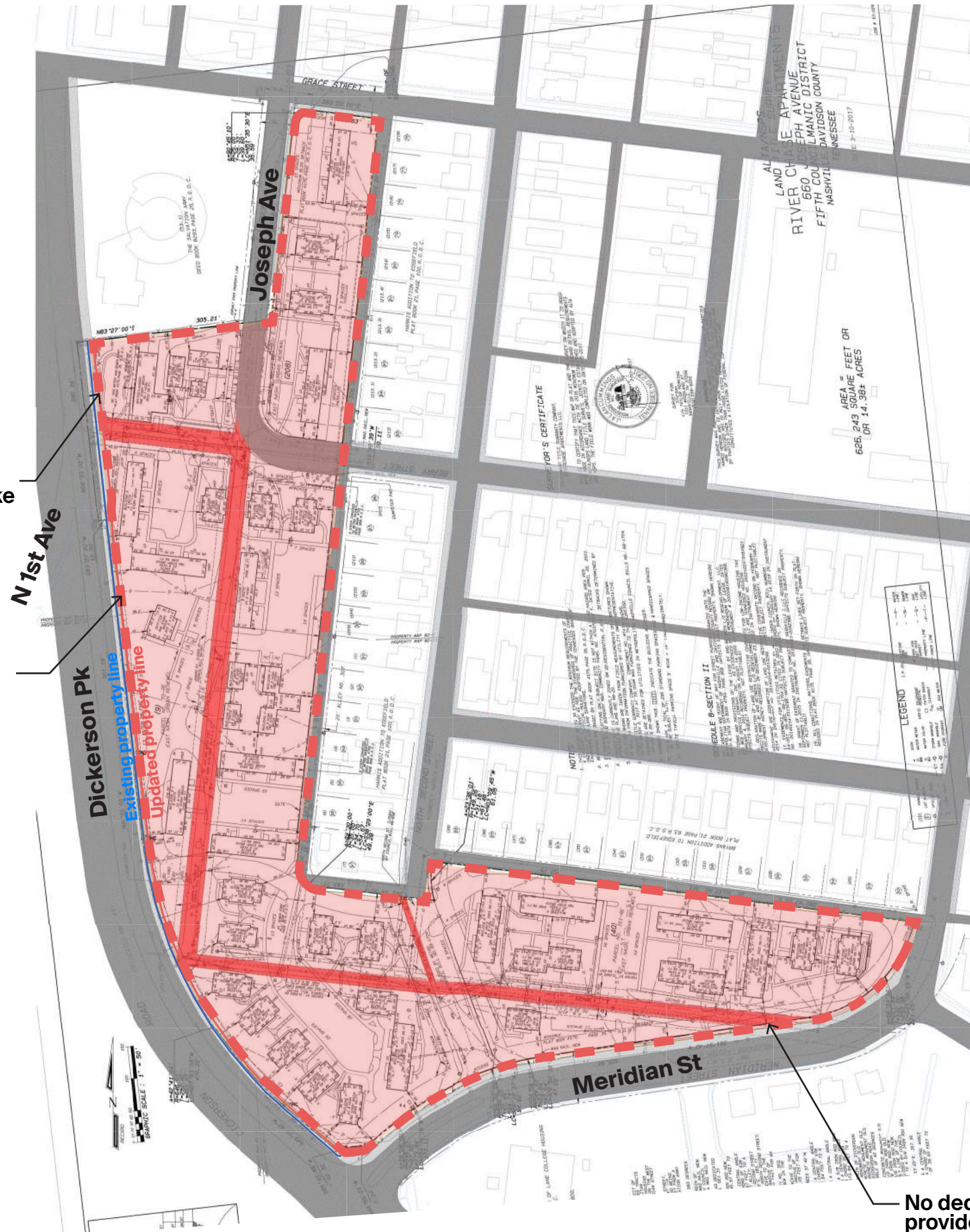
Utilities easements in red

MSCP street plan greyed in map
- additional inset required on Dickerson Pk

- ROW
- Vehicular Area

+/- 8.5' additional R.O.W. dedication to allow for 55.5' from Dickerson Pike Centerline
(at N 1st Ave intersection where IM overlay begins)

+/- 6.5' additional R.O.W. dedication to allow for 52.5' from Dickerson Pike Street Centerline



No dedication required to provide for 51'-68' total R.O.W. on Meridian Street

MCSP Requirements

Meridian Street:

Designated as an Urban Residential Collector Avenue (T4-R-CA2), Meridian Street serves to connect the McFerrin neighborhood to Dickerson Pike. It has a MCSP current standard right-of-way of 51' but per the Dickerson South Corridor Plan, is expected to have a future right-of-way of 68'. This project would not be responsible for providing any additional setback from street centerline as the surveyed street width is 80'.

The Dickerson South Corridor study includes preferred cross sections for collector streets that serve Dickerson. A 68' ROW width is envisioned which includes two travel lanes, a turning lane or median, a 4' bike zone, a 4' planting area, and a 10' sidewalk.

Dickerson Pike/Highway 11 (Spring to North 1st):

Designated as an Urban Residential Arterial Boulevard (T4-R-AB4), this section of Highway 11/Dickerson Pike serves primarily to connect the urban, mixed-use Spring St (which turns into Jefferson St, multimodal street bridging over to Downtown) to the multi-modal corridor of Dickerson Pike. The Intermodal corridor overlay that's planned for Dickerson Pike begins at the northwest corner of the site where Highway 11 converges with 1st N St. *

With a 105' ROW width, this section of Dickerson Pike is envisioned to serve to connect the street to the Multimodal street at the northwest corner of the site, which includes an 6' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 52.5' from street centerline.

*Dickerson Pike:

Designated as an Urban Residential Arterial Boulevard and Immediate Need Multimodal Corridor (T4-R-AB4-IM), this section of Dickerson Pike is planned to accommodate high-capacity transit beginning at the convergence with N 1st St and continuing northbound.

The planned 111' total R.O.W. includes an 8' bike zone, an 8' planting area, and a 6' sidewalk. This project would be responsible for providing 55.5' from street centerline.

As an Immediate Need Multimodal Corridor, Dickerson is anticipated to have more frequent transit service in the future such as BRT lite. As a result, zoning has waived all parking requirements for Multimodal corridors.

****Note: Final cross section and alignment details subject to change and will be determined with final site plan review. ****

**CIVIL - SITE PLAN
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



PLANNING NOTES:

1. MINOR MODIFICATIONS TO THE PRELIMINARY SP PLAN MAY BE APPROVED BY THE PLANNING COMMISSION 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 INCREASED 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 APPROVED.
2. THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE 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 FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
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 METRO ZONING DISTRICT AS THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
4. BUILDING FACADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.

STORMWATER NOTES:

- 78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- 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 THE FINAL APPLICATION.
- METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THE SITE.
- 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.)
- STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

- New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.
- To see Table H go to: <http://www.nsfire.org/prev/tabeh51.htm>
- Project Engineer needs to meet with the Fire Marshals office concerning this project.
- No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 096-1541 Sec. 1569.0209.
- All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.
- All dead end roads over 150 ft in length require a 100 ft diameter turnaround, this includes temporary turnarounds.
- Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.
- If more than three stories above grade, Class 1 standpipe system shall be installed.
- If more than one story below grade, Class 1 standpipe system shall be installed.
- When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.
- A fire hydrant shall be provided within a 100 ft of the fire department connection.
- Fire hydrants shall be in-service before any combustible material is brought on site.

NES NOTES:

1. Developer's drawing does not show any existing utility poles or easements on the properties.
 2. Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.
 3. NES can meet with developer/engineer upon request to determine electrical service options. If a central metering room is required, NES Meter Department approval of planned location and access method.
 4. NES needs any drawings that will cover any road improvements to Metro 10+ that Public Works will require to evaluate possible relocations of existing or proposed electrical facilities for this project.
 5. Developer shall work with Metro PW on street lighting. This is urban services area and must be fit to Metro's minimum requirements.
 6. 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
 7. NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.
- TO APPLY FOR SERVICE:
- Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TNSF) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)
- Developer to provide a proposed easement drawing for the electric, phone and CATV.
 - All street lighting shall meet Metro's requirements and be installed by developer.
- Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Steps for Residential Submittal" fill out the form. Then follow the direction for sending the digital drawing and the forms.

FEMA NOTE:

THIS PROPERTY DOES NOT LIE WITHIN FLOOD HAZARD AREAS AND IS DETERMINED TO BE IN ZONE "X" AS PER FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM PANEL MAP NUMBERS: 47037C0242H, DATED: APRIL 05, 2017

PUBLIC WORKS NOTE:

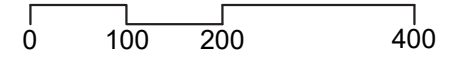
1. THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING 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. ALL STREETS AND ALLEYS TO BE PER METRO PUBLIC WORKS STANDARDS
7. ALL SIDEWALKS ON THE PROPERTY FRONTAGE ARE TO BE ADA COMPLIANT PRIOR TO U/O PERMIT.

METRO WATER SERVICES NOTE:

1. 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. 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.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.



**CIVIL - SITE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE**



PLANNING NOTES:

- MINOR MODIFICATIONS TO THE PRELIMINARY SP PLAN MAY BE APPROVED BY THE PLANNING COMMISSION 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 INCREASED 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 APPROVED.
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STORMWATER NOTES:

78-840 NOTE: ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH THE STORM WATER MANAGEMENT ORDINANCE NO. 28 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.

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 THE FINAL APPLICATION.

METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES IN THE SITE.

SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W. IS 18" CMP.)

STORMWATER QUALITY CONCEPT WILL BE A COMBINATION OF LID (BIORETENTION & PAVERS) AND/OR WATER QUALITY VAULT IF APPROVED BY VARIANCE.

FIRE MARSHAL NOTES:

New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.

To see Table H go to: <http://www.nsfire.org/prev/tah51.htm>

Project Engineer needs to meet with the Fire Marshals office concerning this project.

No part of any building shall be more than 500 ft from a fire hydrant via hard surface road. Metro Ordinance 096-1541 Sec. 1569.0209.

All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.6 feet.

All dead end roads over 150 ft in length require a 100 ft diameter turnaround. This includes temporary turnarounds.

Temporary T-type turnarounds that last no more than one year shall be approved by the Fire Marshal's Office.

If more than three stories above grade, Class 1 standpipe system shall be installed.

If more than one story below grade, Class 1 standpipe system shall be installed.

When a bridge is required to be used as part of a fire department access road, it shall be constructed and maintained in accordance with nationally recognized standards.

A fire hydrant shall be provided within a 100 ft of the fire department connection.

Fire hydrants shall be in-service before any combustible material is brought on site.

NES NOTES:

- Developer's drawing does not show any existing utility poles or easements on the properties.
- Developer to provide a civil duct and gear (pad/switch) locations for NES review and approval. This shall cover the entire project area.
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- NES needs any drawings that will cover any road improvements to Metro -> that Public Works will require to evaluate possible relocations of existing or proposed electrical facilities for this project.
- Developer shall work with Metro PW on street lighting. This is urban services area and must be fit to Metro's minimum requirements.
- 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
- NES needs to know if the developer has other options on additional property next to this area, if so NES needs an overall concept plan.

TO APPLY FOR SERVICE:

Developer to provide construction drawings and a digital .dwg file @ state plane coordinates (TN83F) that contains the civil site information (Engineer shall provide approved plans by Metro Planning w/ any changes from other departments)

- Developer to provide a proposed easement drawing for the electric, phone and CATV.
- All street lighting shall meet Metro's requirements and be installed by developer.

Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Steps for Residential Submittal" fill out the form. Then follow the direction for sending the digital drawing and the forms.

FEMA NOTE:

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PUBLIC WORKS NOTE:

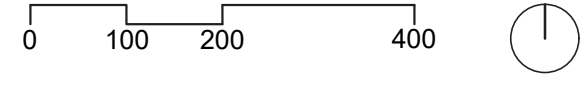
- THE FINAL SITE PLAN / BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING 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.
- PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE METRO ZONING CODE UZO PARKING STANDARDS.
- ANY REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.
- 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.

METRO WATER SERVICES 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.
- 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.

LANDSCAPE NOTE:

THIS DEVELOPMENT SHALL MEET THE REQUIREMENTS OF SECTION 17.24 OF THE METRO ZONING ORDINANCE, LANDSCAPE, BUFFERING AND TREE REPLACEMENT.

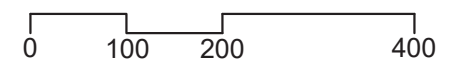


CIVIL - UTILITY PLAN
OPTION 1
 NO-BUILD ALIGNMENT OF DICKERSON PIKE



LEGEND:

- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER

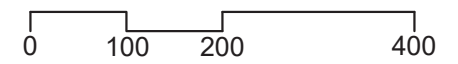


CIVIL - UTILITY PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



LEGEND:

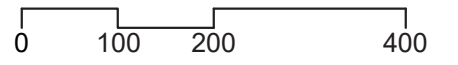
- PROPOSED WATER
- EXISTING WATER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER



**CIVIL - GRADING DRAINAGE PLAN
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



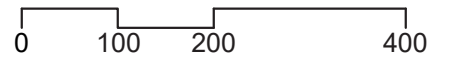
- LEGEND:**
- PROPOSED DRAINAGE
 - EXISTING DRAINAGE
 - PREVIOUS PAVERS
 - BIORETENTION AREA



CIVIL - GRADING DRAINAGE PLAN
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



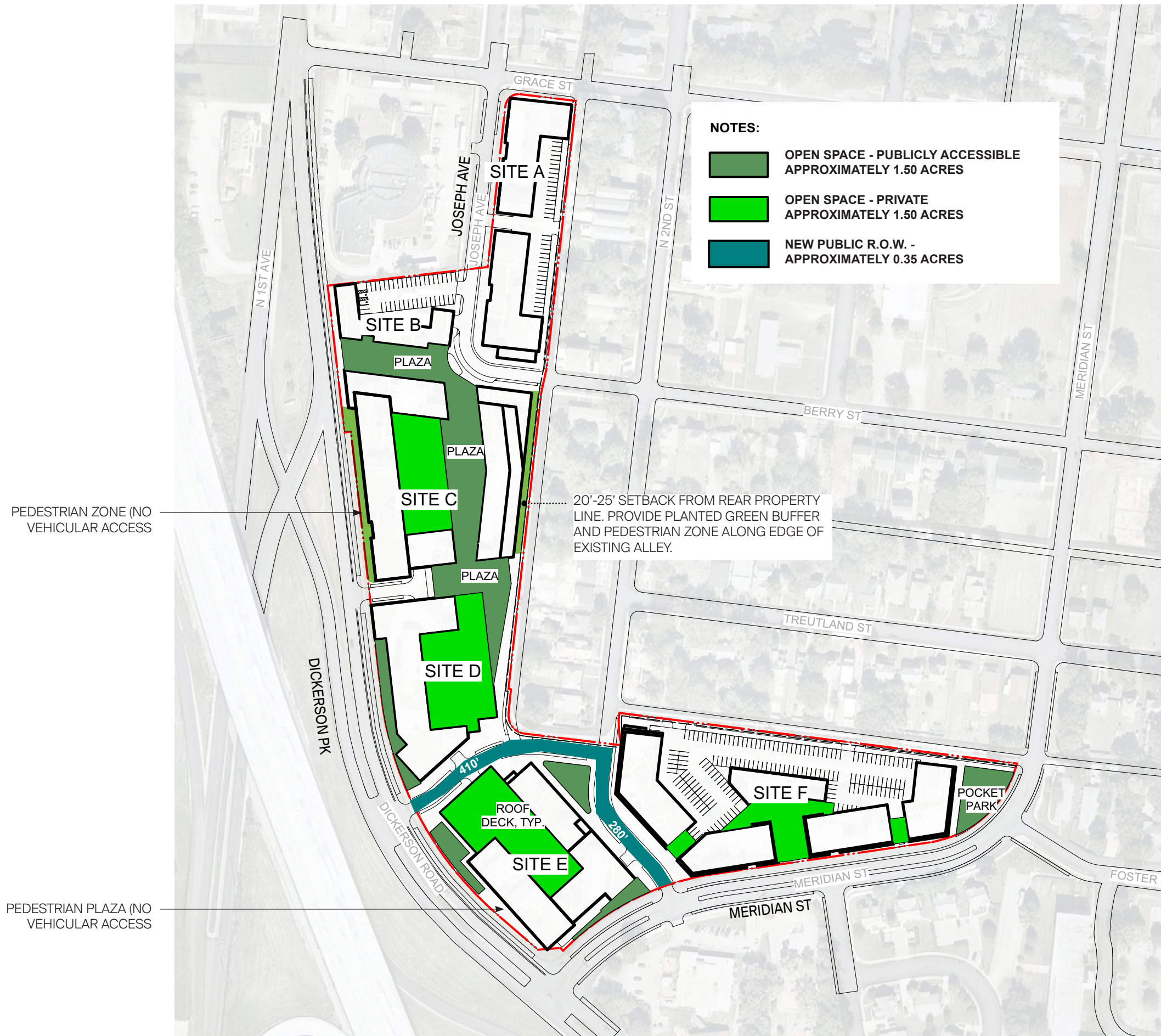
- LEGEND:**
- PROPOSED DRAINAGE
 - EXISTING DRAINAGE
 - PREVIOUS PAVERS
 - BIORETENTION AREA



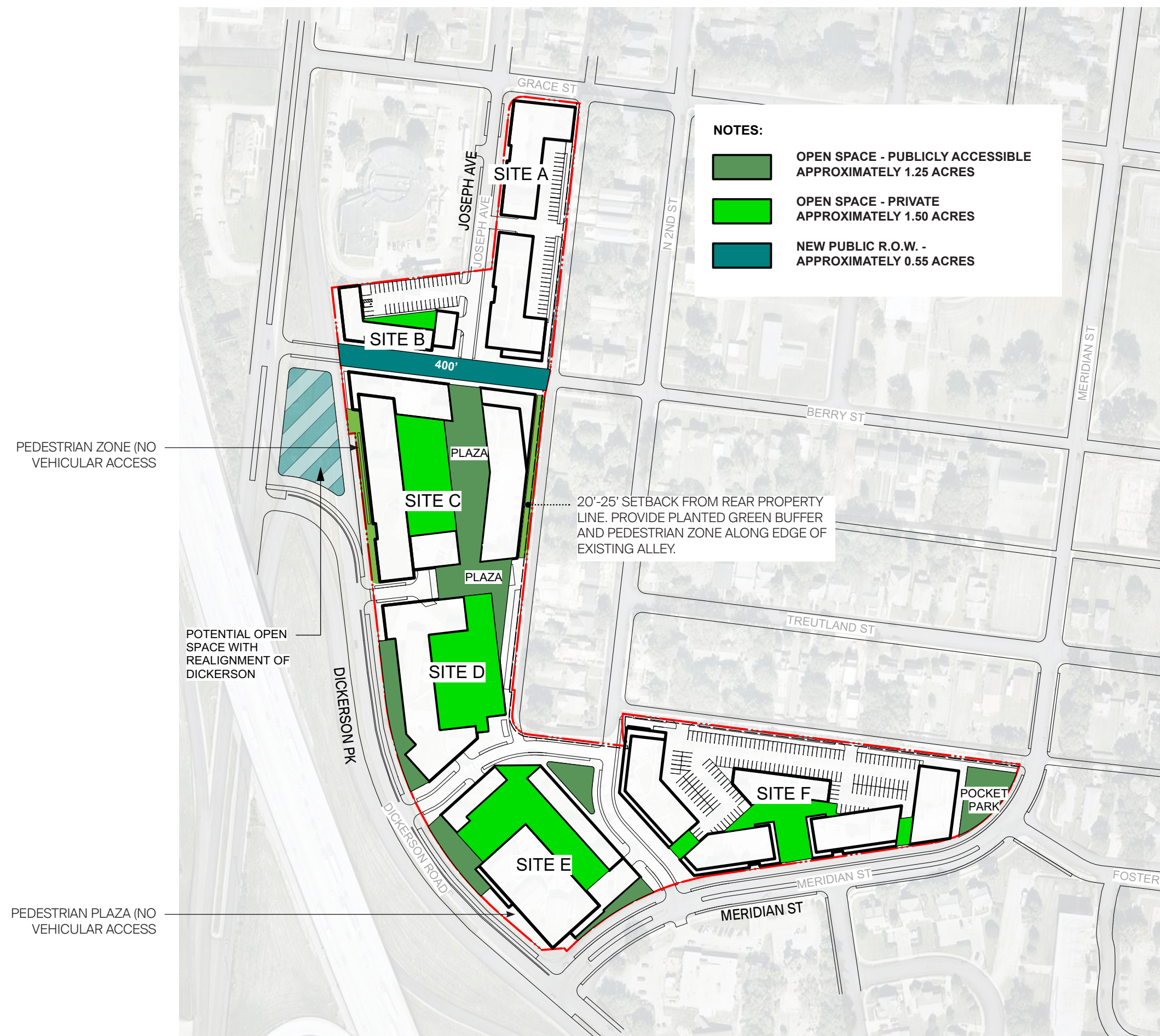




**OPEN SPACE DIAGRAM
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**



OPEN SPACE DIAGRAM
OPTION 2 - ALTERNATIVE LAYOUT
 BUILD REALIGNMENT OF DICKERSON PIKE



OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- ▭ **Structured Garage**
**No rooftop parking
- ▭ **Residential Liner**

SITE A
Resi with Surface Parking

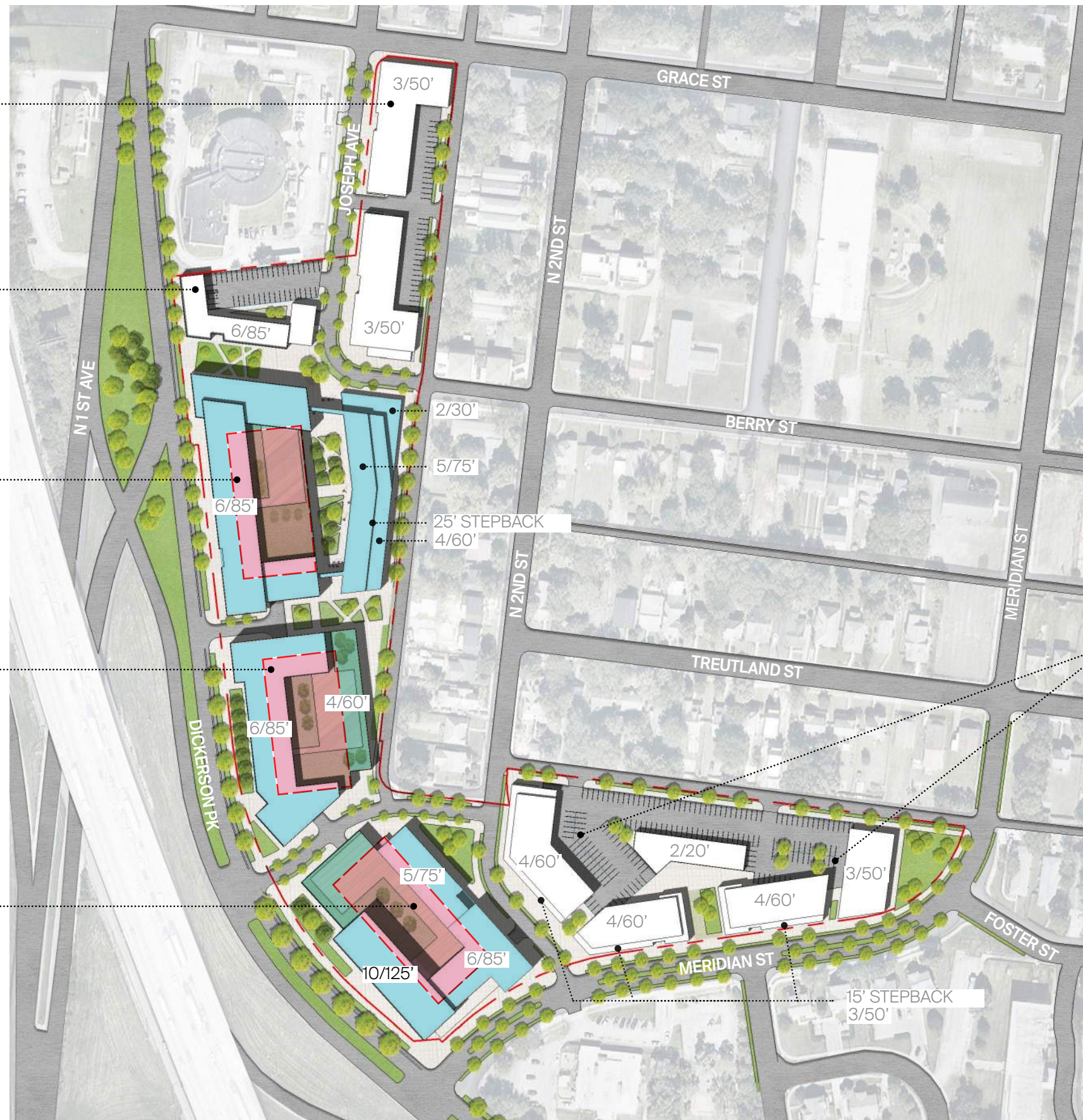
SITE B
Resi with Surface Parking

SITE C
Resi with Structured Parking
85' Max to roof

SITE D
Resi with Structured Parking

SITE E
Resi with Structured Parking

SITE F
Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
INDICATE MAXIMUM NUMBER OF
STORIES AND MAX HEIGHT TO ROOF

**GROUND FLOOR ACCESS
OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE**

- Residential Building / Liner
- Structured Garage
- Unlined Garage Facade
- Parking Access Points

Plan Notes:

Refer to Landscape drawings for locations of plazas, courtyards, hardscaping and planting.

No Garage or parking access points opening directly onto Dickerson or Meridan.

No unlined structured parking is visible from McFerrin Park neighborhood. There is no rooftop parking.

Facades for parking garages will be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding context. Openings for natural ventilation are permissible when integrated into the facade design.



SITE A
Resi with Surface Parking

SITE B
Resi with Surface Parking

Residential Liner Building

SITE C
Structured Parking

Unlined Portion of Parking
Structure is internal to site

SITE D
Structured Parking

Residential Liner Building

Residential Liner Building

SITE E
Structured Parking

Residential Liner Building

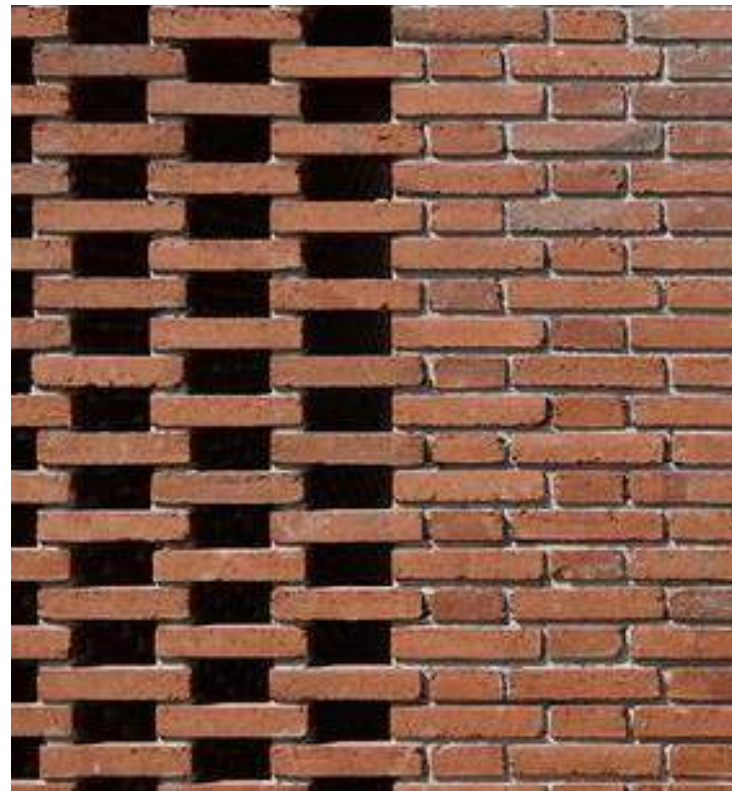
SITE F
Resi with Surface Parking

Plaza (location of potential future Berry St. connection)

Internal Courtyard

20'-25' Setback from rear property line. Provide planted green buffer and pedestrian zone along edge of alley.

SCREENED GARAGE PRECEDENTS
PASSIVELY VENTILATED GARAGE



GREEN WALL

BRICK BREEZEWALL

PERFORATED METAL SCREEN

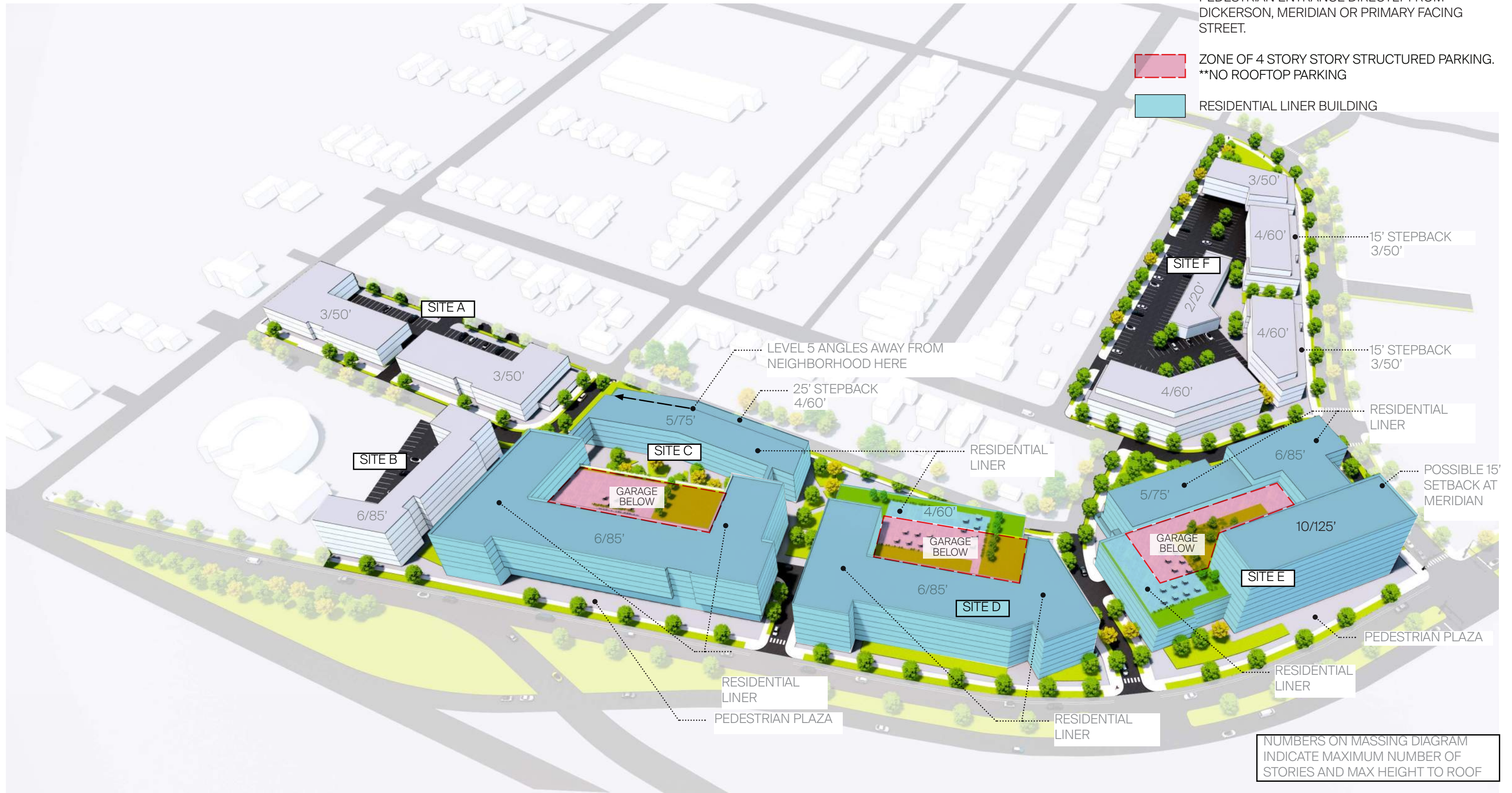
SCULPTURAL/PATTERNED SCREEN WALL

OPTION 1
NO-BUILD ALIGNMENT OF DICKERSON PIKE

NOTE:
EACH SITE WILL HAVE A LEAST ONE PRIMARY PEDESTRIAN ENTRANCE DIRECTLY FROM DICKERSON, MERIDIAN OR PRIMARY FACING STREET.

 ZONE OF 4 STORY STRUCTURED PARKING.
**NO ROOFTOP PARKING

 RESIDENTIAL LINER BUILDING



OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE

Plan Notes:

Building façades fronting a street or open space shall provide a minimum of one principal entrance (doorway) and a minimum of 15% glazing.

Windows shall be vertically oriented at a ratio of 1.5:1 or greater, except for dormers.

Building facades shall be constructed of brick, brick veneer, stone, cast stone, cementitious siding, glass, metal panel or materials substantially similar in form and function, unless otherwise approved on detailed building elevations included with the preliminary SP.

Porches at grade shall provide a minimum of six feet of depth.

A raised foundation of 18"- 36" is required for all residential structures.

- Structured Garage**
 **No rooftop parking
- Residential Liner**

SITE A
 Resi with Surface Parking

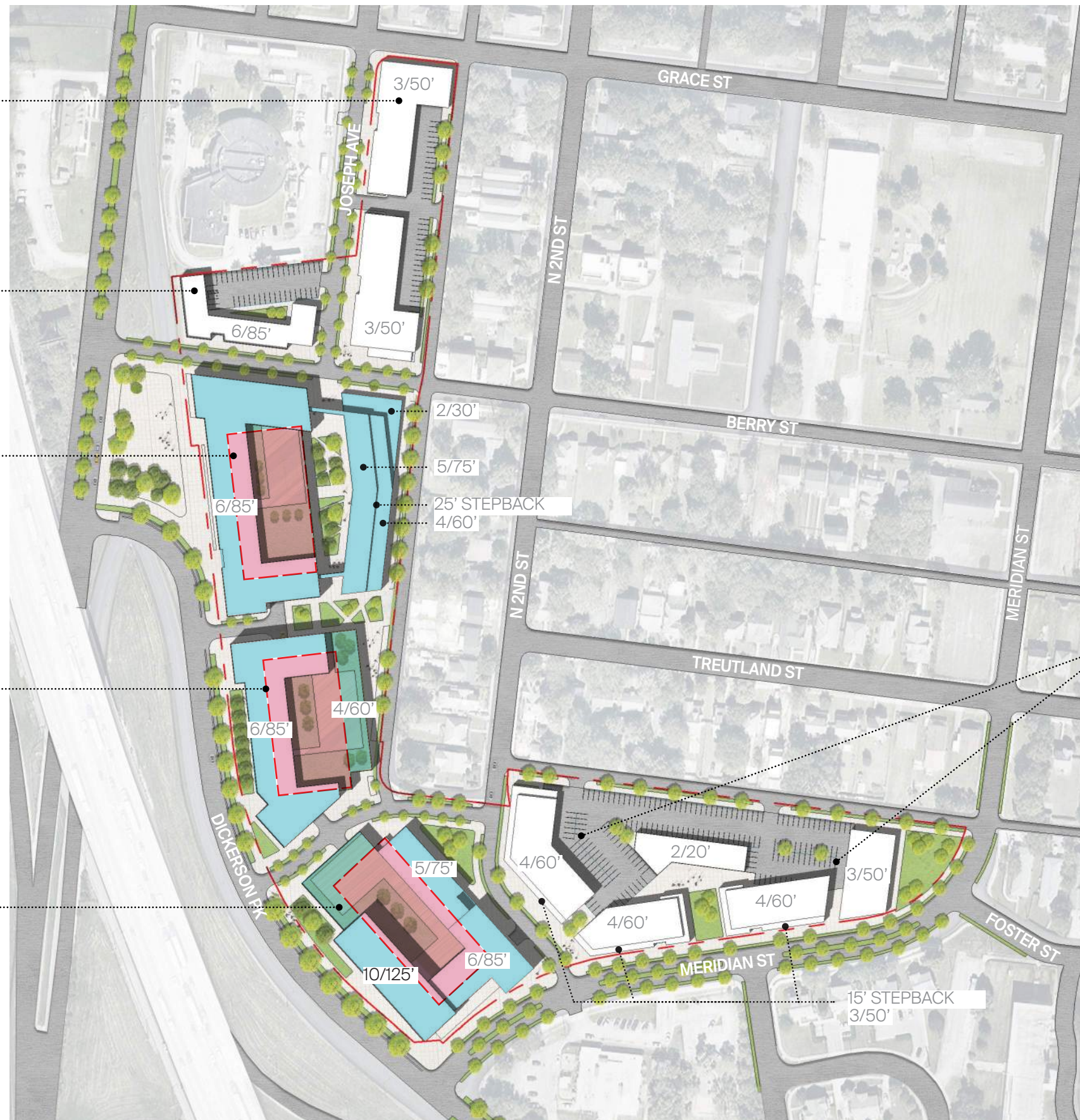
SITE B
 Resi with Surface Parking

SITE C
 Resi with Structured Parking

SITE D
 Resi with Structured Parking

SITE E
 Resi with Structured Parking

SITE F
 Resi with Surface Parking



NUMBERS ON MASSING DIAGRAM
 INDICATE MAXIMUM NUMBER OF
 STORIES AND MAX HEIGHT TO ROOF

**GROUND FLOOR ACCESS
OPTION 2 - ALTERNATE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE**



- Residential Building / Liner
- Structured Garage
- Unlined Garage Facade
- Parking Access Points

Plan Notes:

Refer to Landscape drawings for locations of plazas, courtyards, hardscaping and planting.

No Garage or parking access points opening directly onto Dickerson or Meridan

No unlined structured parking is visible from McFerrin Park neighborhood. There is no rooftop parking.

Facades for parking garages will be seamlessly integrated into the design. The materiality and proportions of any above-grade parking screening should be thoughtfully considered. The facade treatments shall integrate or complement the architectural characteristics of the habitable portion of the building and the surrounding context. Openings for natural ventilation are permissible when integrated into the facade design.

Internal Courtyard
20'-25' Setback from rear property line. Provide planted green buffer and pedestrian zone along edge of alley.

SITE A
Resi with Surface Parking

SITE B
Resi with Surface Parking

Residential Liner Building

SITE C
Structured Parking

Unlined Portion of Parking Structure is internal to site

SITE D
Structured Parking

Residential Liner Building

Residential Liner Building

SITE E
Structured Parking

Residential Liner Building

SITE F
Resi with Surface Parking

OPTION 2 - ALTERNATIVE LAYOUT
BUILD REALIGNMENT OF DICKERSON PIKE

NOTE:
 EACH SITE WILL HAVE A LEAST ONE PRIMARY PEDESTRIAN ENTRANCE DIRECTLY FROM DICKERSON, MERIDIAN OR PRIMARY FACING STREET.

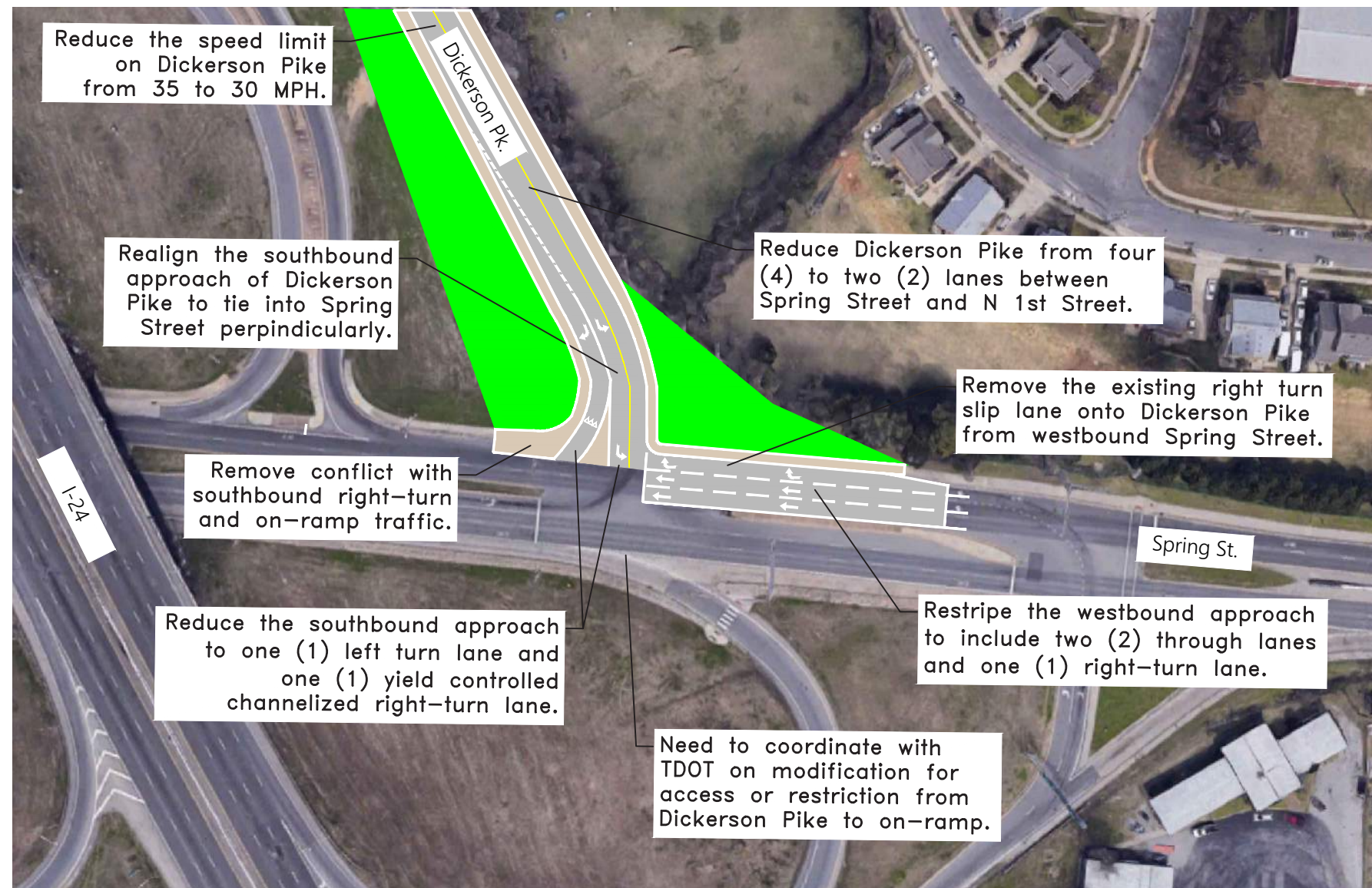
 ZONE OF 4 STORY STRUCTURED PARKING.
 **NO ROOFTOP PARKING

 RESIDENTIAL LINER BUILDING



NUMBERS ON MASSING DIAGRAM INDICATE MAXIMUM NUMBER OF STORIES AND MAX HEIGHT TO ROOF

**INTERSECTION DETAIL
SPRING STREET & DICKERSON PIKE**




 Proposed Southern Roadway Realignment
(Not to Scale)

Figure 2.

NOTE:

Development shall work with NDOT and TDOT to reconstruct the intersection of Spring Street at Dickerson Pike per the concept included within the Preliminary SP packet. Development will continue to coordinate design, providing further analysis of conditions and details to arrive at final design with NDOT. Final design details are to be submitted with Final SP approval for any construction Phase directly abutting Dickerson Pike. Intersection improvements are to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike.

INTERSECTION DETAIL
DICKERSON PIKE & N 1ST ST.
BUILD REALIGNMENT OF DICKERSON PIKE



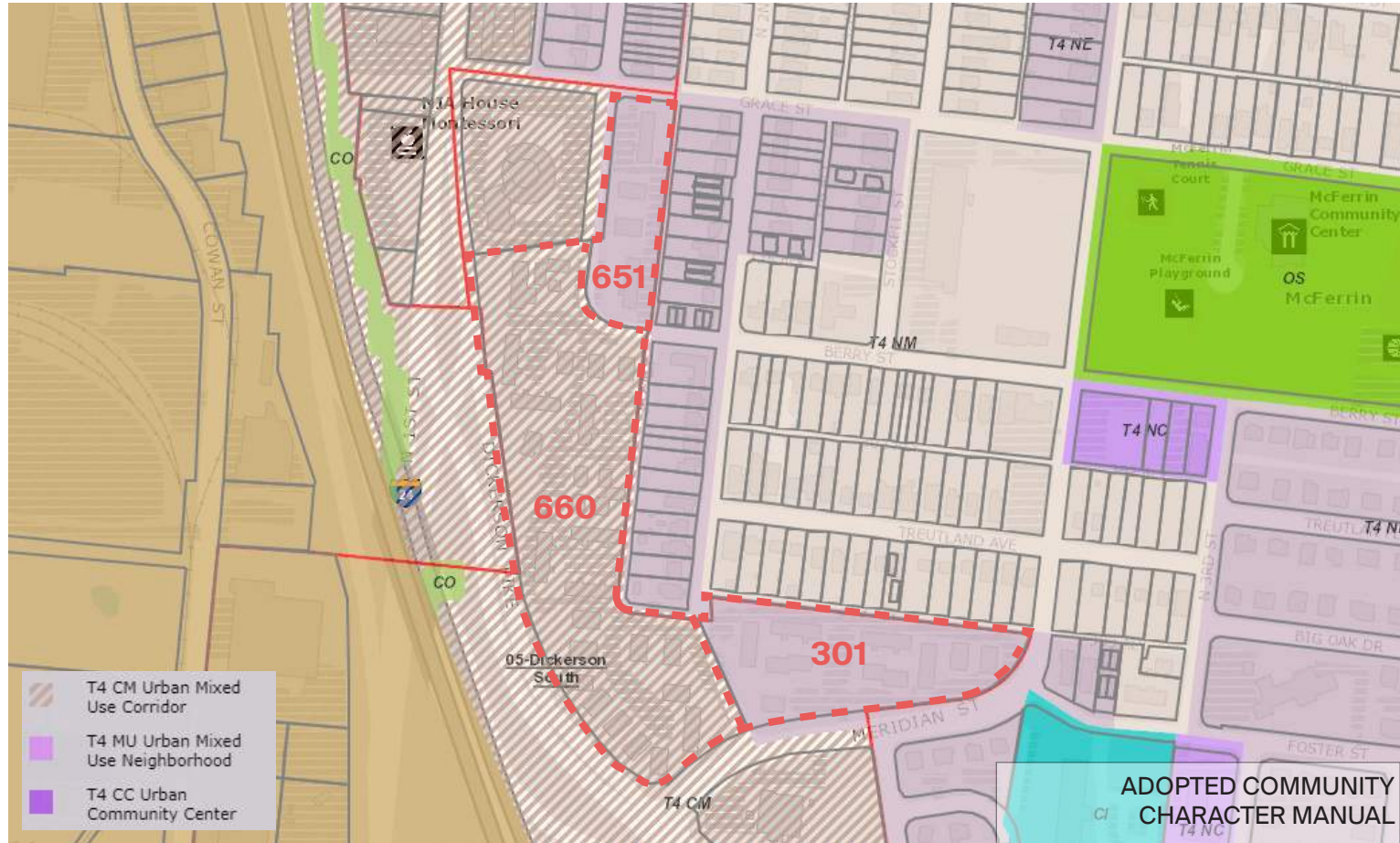
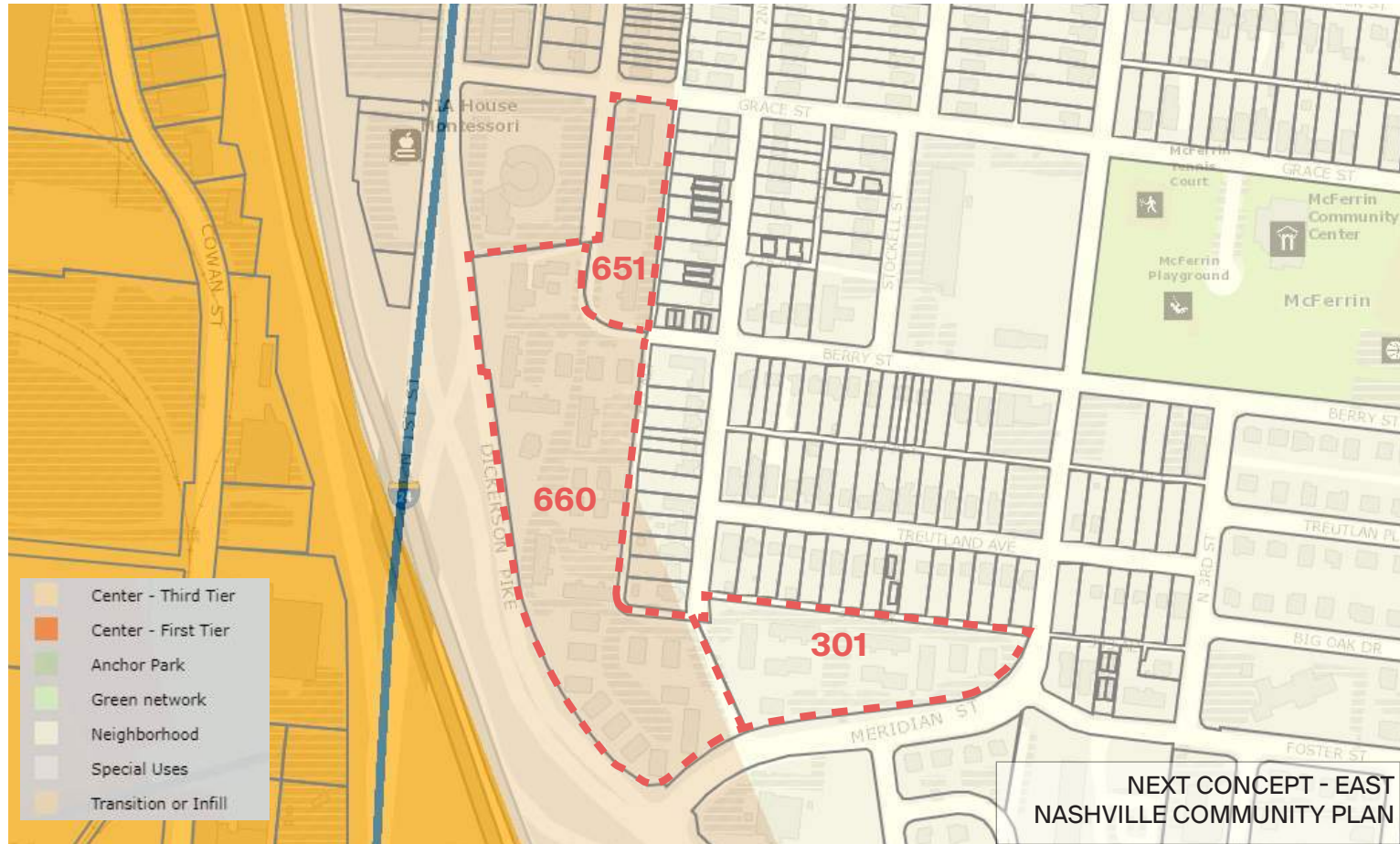
NOTE:

The "Build Scenario" realignment of Dickerson Pike (see site exhibit) is NDOT's preferred solution. Development is to work expeditiously with NDOT and TDOT for final approval of the realignment modification. If it is determined by NDOT and TDOT not to proceed with the "Build Scenario" realignment of Dickerson Pike, and no other alternatives are required, the development will proceed with road improvements, however no changes will be made to road alignments. If approved, the Dickerson Pike realignment construction is to be substantially complete prior to the issuance of the Use and Occupancy permit for any phase directly abutting Dickerson Pike. Improvements to the intersection of Spring Street at Dickerson Pike are separate from this condition. NDOT shall assist development in achieving said schedules and approvals. Realignment approval, if incomplete at the time of Use and Occupancy permit due to NDOT, TDOT or Federal delays, shall not restrict issuance of Use and Occupancy permits. In this event, development shall provide a bond for the estimated cost of the work to be completed.



Proposed Northern Roadway Realignment
(Not to Scale)

Figure 1.



***Appendix
East Nashville
Community Plan**

***For Reference Only**

These parcels sit within the East Nashville Community Plan. In this plan, they are shown as a Tier Three Center (651 and 660) and Neighborhood (301). Dickerson Pike is an immediate need corridor. Centers are envisioned to become pedestrian friendly areas with frequent transit service and a dense mix of uses. Tier Three areas are spaces that could received coordinated investments in response to opportunities identified by the private sector.

**T4 CM Urban
Mixed Use Corridor**



660

Within the Nashville Community Character Manual, the 660 Joseph Ave property is designated as T4 Center Urban Mixed Use Corridor (T4-CM). This policy is intended to maintain, enhance, and create urban, mixed use neighborhoods with a diverse mix of moderate to high density residential, commercial, office, and light industrial land uses, placing commercial uses at intersections with residential uses between intersections.

Typical Re-zonings for T4-CM Include:

- RM20-A
- RM40-A
- MUL-A
- MUG-A
- OR20-A
- OR40-A
- ORI-A
- SP's based on these zoning Districts

Appropriate Land Uses

- Mixed Use
- Residential
- Commercial
- Office
- Institutional
- Artisan manufacturing and other low impact industrial and warehousing use

Building Form (Mass, Orientation, Placement)

Mixed use, non-residential, and multifamily building heights are generally up to five stories.* Taller buildings may be appropriate at transitions and major intersections.

(* Supplemental Policy will permit 6 stories on this parcel. See next page.)

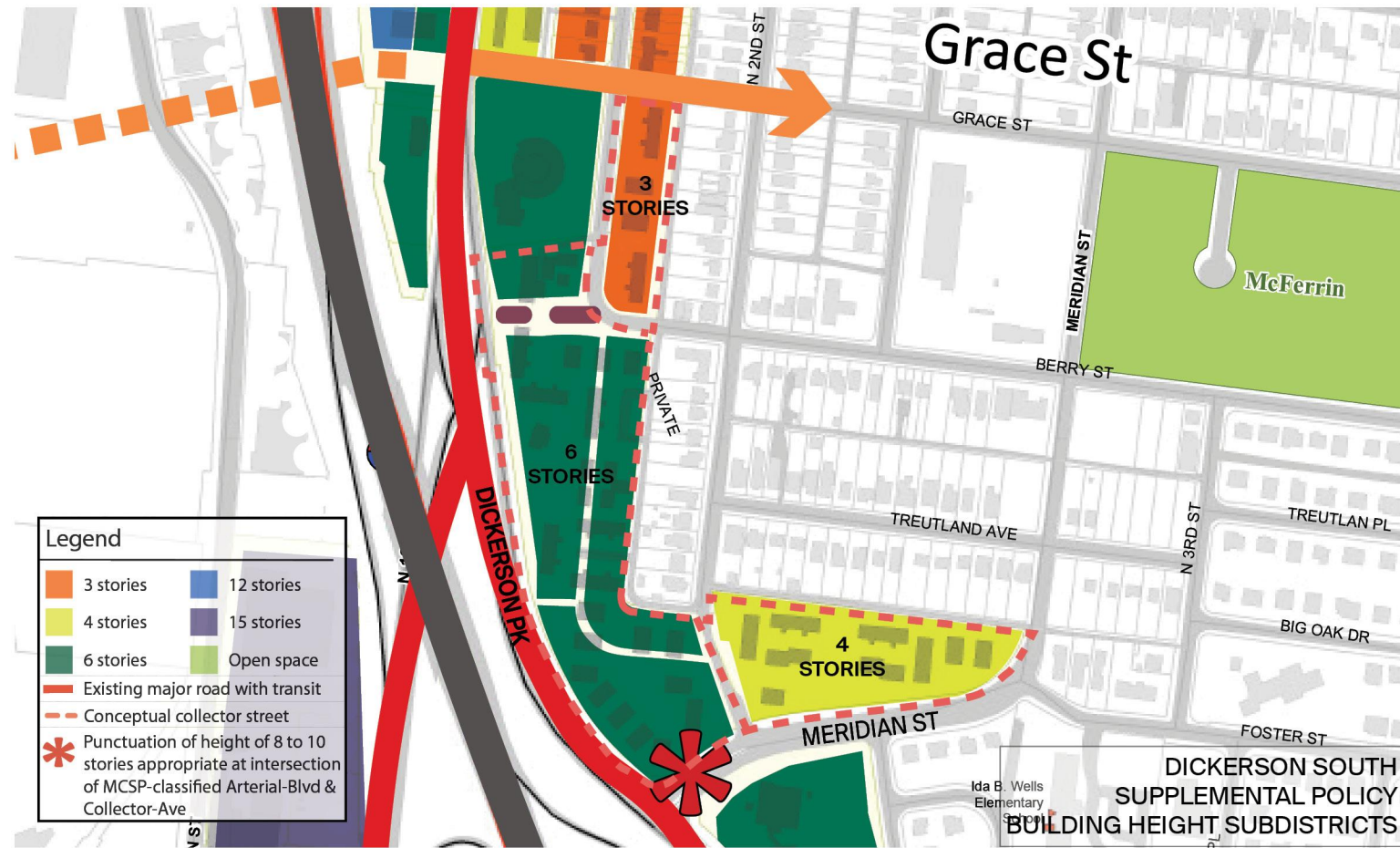
**T4 MU Urban
Mixed Use
Neighborhood**



651

301

Within the Nashville Community Character Manual, the 651 Joseph Ave and 301 2nd St properties are designated as T4 Center Urban Mixed Use Neighborhood (T4-MU). This policy is intended to preserve, enhance, and create mixed use neighborhoods with a development pattern that contains a variety of housing along with mixed use and light development. These areas are intended to be served by high levels of connectivity with complete street networks, sidewalks, bikeways and mass transit.



***Appendix**
Planning Policies
Supplemental Policy:
Dickerson South
Corridor Study

**For Reference Only*

These sites are part of a Small Area Plan Amendment within the East Nashville Community Plan of Nashville Next.

Appropriate Land Uses

Transit-supportive uses and densities, mixed-use developments and diverse range of housing types are encouraged. Taller buildings are appropriate and necessary to the west of Dickerson for high-capacity transit service.

* Zoning districts that meet the policy and achieve close to the maximum height envisioned by the subdistrict.

AMENDMENT NO. 1-B
TO
RESOLUTION NO. RS2022-1475

Mr. President –

I hereby move to amend Charter Amendment 1 to Resolution No. RS2022-1475 as follows:

I. By amending proposed Section 19.03, subsection (e), as follows:

(e) Petitions shall be signed by at least ~~fifteen percent (15%)~~ ten percent (10%) of those registered to vote in Nashville-Davidson County as of the date on which the charter revision commission files the certification of the petition with the metropolitan clerk. The disqualification of one (1) or more signatures shall not render a petition invalid, but shall disqualify such signatures from being counted towards the minimum number of signatures required. Each petition shall contain only the following: (1) the petition language certified by the charter revision commission; (2) the genuine signature and address of registered voters; (3) the printed name of each signatory; and (4) the date of signature.

Completed petitions shall be filed with the metropolitan clerk within ~~seventy-five (75)~~ ninety (90) days after the charter revision commission files the certification of the petition with the metropolitan clerk. The filing of any legal action regarding the petition after the certification has been filed with the metropolitan clerk shall not extend this deadline.

II. By deleting the summary language following “For the Ballot” and replacing it with the following:

The amendment would modify the process for amending the Charter of the Metropolitan Government of Nashville and Davidson County by a resolution of the Metropolitan Council or a petition of registered voters. The amendment would define the membership and duties of the Charter Revision Commission, which would include review of all proposed Charter amendments and certification of qualifying amendments submitted by petition. The amendment establishes required elements for proposed Charter amendments and deadlines for placing a Charter amendment on a ballot. The amendment provides that a petition certified by the Charter Revision Commission shall be signed by at least ~~fifteen~~ ten percent of registered voters within ~~seventy-five~~ ninety days after the certification in order to be placed on a ballot.

Sponsored by:

Courtney Johnston
Member of Council

Substitute Resolution No. RS2022-1475

A resolution providing amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, Tennessee, in accordance with Article 19, Section 19.01 thereof, and setting forth a brief description of each amendment to be placed upon the ballot.

WHEREAS, Article 19, Section 19.01 of the Charter of The Metropolitan Government of Nashville and Davidson County, Tennessee provides that the Metropolitan Government shall not adopt a resolution proposing amendments to the Charter more often than twice during the term of office of members of the Metropolitan Council; and

WHEREAS, Article 19, Section 19.01 of the Charter further requires to be set forth in the adoption resolution a brief description of each amendment so worded so as to convey the meaning of said amendment; and

WHEREAS, it is the desire of the Metropolitan Council by adopting this resolution to fulfill these two Charter requirements.

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

Section 1. Pursuant to the provisions of Article 19, Section 19.01 of the Charter of the Metropolitan Government of Nashville and Davidson County, the proposed amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, attached hereto, are submitted to the people for approval in the manner provided by Section 19.01 of the Charter.

Section 2. The date prescribed for holding of the referendum election at which the electorate of the Metropolitan Government will vote to ratify or reject the amendments proposed in Section 1 of this Resolution shall be August 4, 2022.

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.

INTRODUCED BY:

Angie Henderson
Member of Council

AMENDMENT NO. 1

Article 19 of the Charter of the Metropolitan Government of Nashville and Davidson County is amended by deleting it in its entirety and replacing it with the following:

Sec. 19.01. - Amending the Charter

This Charter may be amended by (a) adoption of a resolution by the council or (b) petition meeting the requirements of section 19.03, where such resolution or petition has been approved by referendum election conducted pursuant to section 19.04. Amendments may also be adopted in such other manner as may be provided by general law for amending the Charter of a metropolitan government.

Sec. 19.02. – Amendment by Council Resolution

(a) The council may initiate amendments to this Charter by resolution, which for each amendment shall contain (1) the title of the proposed amendment; (2) an explanatory summary of the proposed amendment not to exceed two hundred (200) words; (3) the text of the proposed amendment; and (4) a statement of the financial impact of the proposed amendment. A proposed amendment cannot contain more than one subject as determined using the standard provided in Article 2, Section 17 of the Tennessee Constitution. A proposed amendment cannot be identical or substantially similar to a proposed amendment rejected by the voters of Nashville-Davidson County at an election held within two (2) years before the resolution was filed.

(b) Prior to adopting such resolution, the council shall submit the resolution to the charter revision commission for review. No later than thirty (30) days after receipt of the resolution, the Commission, acting in an advisory capacity, shall provide the council its report and recommendations on the resolution, including whether the proposed amendment satisfies the requirements in this Charter, including Section 19.03(c) for certification of a petition.

(c) A resolution to amend this Charter must receive an affirmative vote for adoption by not less than two-thirds of the membership to which the council is entitled. Such resolution when adopted need not be submitted to the mayor for approval.

(d) The council shall not adopt a resolution proposing amendments to this Charter more often than twice during the term of office of members of said council.

(e) The council shall not adopt, except pursuant to section 18.06 of this Charter, a resolution which proposes an amendment that redistricts the councilmanic districts unless the same be incidental to a proposed change in the number of such districts.

Sec. 19.03. – Amendment by Petition

(a) The registered voters of Nashville-Davidson County may initiate an amendment to this Charter by petition. No more than one referendum initiated by petition to amend the Charter shall be placed on a ballot within any two-year period.

(b) Before a petition may be circulated, at least one registered voter of Nashville-Davidson County shall file the petition with the metropolitan clerk: (1) the title of the proposed amendment; (2) an explanatory summary of the proposed amendment not to

exceed two hundred (200) words; (3) the text of the proposed amendment; and (4) a statement of the financial impact of the proposed amendment.

(c) The charter revision commission shall certify whether the petition satisfied the requirements of this Section 19.03(c) within thirty (30) days after the filing of the documentation required by Section 19.03(b). The petition shall not be certified if: (1) controlling legal authority establishes that the proposed amendment is unconstitutional; (2) the proposed amendment facially conflicts with or is inconsistent with federal or state law; (3) the substance of the proposed amendment is not subject to a referendum under state law or this Charter; (4) the proposed amendment fails to convey a reasonable certainty of meaning; (5) the proposed amendment contains more than one subject as determined using the standard provided in Article 2, Section 17 of the Tennessee Constitution; (6) the subject of the proposed amendment is not clearly expressed in its title; or (7) the petition or amendment fails to satisfy other requirements under this Charter or the Metropolitan Code.

The individual or individuals filing the petition shall have fifteen (15) days to cure any defects in the petition or amendment identified by the charter revision commission by filing the revised petition in proper form with the metropolitan clerk. The commission shall determine within fifteen (15) days whether or not to certify the revised petition.

(d) A decision by the charter revision commission to certify or not certify a petition may be appealed to the Chancery Court for Davidson County upon the filing by any affected party of petition for common-law writ of certiorari within thirty (30) days after the decision of the charter revision commission.

If no timely action has been filed challenging its decision to certify a petition, the charter revision commission shall notify the individual or individuals filing the petition and file the petition with the metropolitan clerk, at which time the petition may be circulated for signatures.

(e) Petitions shall be signed by at least fifteen percent (15%) of those registered to vote in Nashville-Davidson County as of the date on which the charter revision commission files the certification of the petition with the metropolitan clerk. The disqualification of one (1) or more signatures shall not render a petition invalid, but shall disqualify such signatures from being counted towards the minimum number of signatures required. Each petition shall contain only the following: (1) the petition language certified by the charter revision commission; (2) the genuine signature and address of registered voters; (3) the printed name of each signatory; and (4) the date of signature.

Completed petitions shall be filed with the metropolitan clerk within seventy-five (75) days after the charter revision commission files the certification of the petition with the metropolitan clerk. The filing of any legal action regarding the petition after the certification has been filed with the metropolitan clerk shall not extend this deadline.

(f) The metropolitan clerk shall immediately deliver the completed petitions to the Davidson County Election Commission. The Davidson County Election Commission shall verify: (1) the genuine signature; (2) that the current address matches the voter's registered address; (3) the printed name; and (4) that the date of signature of each person who signed the petition is after the charter revision commission's certification to the

metropolitan clerk; and (5) that each person who signed the petition is a current registered voter of Nashville-Davidson County. The commission shall not verify or count signatures appearing on petitions that do not strictly conform to the petition language certified by the charter revision commission.

Within thirty (30) days after receiving the completed petitions from the metropolitan clerk, the Davidson County Election Commission shall publicly certify the number of current registered voters of Nashville-Davidson County who signed the petition. The Commission shall file with the metropolitan clerk a written certification of the number of eligible registered voters of Nashville-Davidson County who signed the petitions. The signed petitions shall remain in the custody of the Davidson County Election Commission and shall be deemed to be county public records available for inspection or copying by any interested party in accordance with applicable laws.

The Davidson County Election Commission's action on the petitions may be appealed to the Chancery Court for Davidson County upon the filing by any affected party of a petition for common-law writ of certiorari within thirty (30) days after the Davidson County Election Commission files its certification with the metropolitan clerk.

Sec. 19.04. – Referendum Election

(a) Any referendum on amending the Charter that complies with the requirements in Section 19.02 or 19.03 shall be placed on the ballot for the next regularly scheduled August or November metropolitan, county, or state general election occurring more than ninety (90) days after the Davidson County Election Commission's certification of the signatures.

(b) The Davidson County Election Commission shall prepare the referendum ballot in strict compliance with this Charter, applicable ordinances, and the charter revision commission's requirements governing the form and content of the ballot. The Davidson County Election Commission shall not alter the wording or substance of the language described in section 19.03(b) as approved by the charter revision commission except as such alteration is approved by the charter revision commission. The Davidson County Election Commission shall file the referendum ballot with the metropolitan clerk at least seven (7) days before such ballot is finalized for review by the charter revision commission.

The ballot shall include the explanatory summary of the proposed amendment approved by the charter revision commission. The ballot shall provide the voters a choice to vote "For Ratification" and "Against Ratification" of each proposed amendment. To assure that the public is fully apprised of the proposed amendment, the Davidson County Election Commission shall post the text of the proposed amendment in a conspicuous place in each polling place and shall publish the proposed amendment on its website and in print in a newspaper of general circulation within Davidson County and digital media. The notice of the referendum and the form of the question and its place on the ballot shall comply with the state laws governing the form of ballots and the arrangement of material on the ballot. The cost of the referendum shall be paid out of the general funds of the Metropolitan Government.

(c) Each proposed amendment shall be ratified when a majority of the votes cast at the referendum election shall be in favor of ratification and shall be rejected when a

majority of said votes is not cast in favor. The Davidson County Election Commission shall canvass the returns and certify the results to the Secretary of State, who shall issue a proclamation showing the results of the referendum on the ratification or rejection of the proposed amendment to this Charter. One copy of the proclamation shall be attached to the copy of this Charter previously certified to the Secretary of State and one copy shall be delivered to the metropolitan clerk who shall attach the same to the copy of the Charter in his or her custody.

Sec. 19.05. – Charter Revision Commission Authorized

(a) There is hereby created and established a metropolitan charter revision commission. The commission shall consist of seven (7) members who shall serve without compensation. The members of the commission shall be appointed by the mayor and confirmed by a majority vote of the whole membership of the council. The seven (7) members shall serve terms of four (4) years each. Members serving when this provision is adopted shall continue to serve through the end of their terms.

(b) The commission shall have the following powers and duties: (1) to make recommendations to the council with respect to amendments to the Charter; (2) to prescribe and oversee the form, facial validity, preparation and circulation of petitions to amend the Charter; and (3) approve the form of referendum ballots to amend the Charter to enable the public to vote either in favor of or against a proposed Charter amendment in an informed way. In exercising these powers and duties, the commission shall have the authority to hold hearings, compel the attendance of witnesses and the production of books, papers, and records pertinent to the hearing, and administer oaths to witnesses. If any person fails or refuses to obey a reasonable order for attendance or reasonable order for production of books and papers, the commission may apply to chancery court for an order requiring the order of the commission to be obeyed. The charter revision commission shall adopt and prescribe standard forms and procedures governing petitions to amend this Charter consistent with this Article, the council's ordinances, and other applicable legal requirements.

Sec. 19.06. – Implementation and Strict Construction

The council shall adopt as necessary any ordinance to implement this Article consistent with this Charter and other applicable legal requirements. This Article, ordinances and procedures implementing this Article, and other applicable legal requirements for referendums to amend the Charter of the metropolitan government shall be strictly construed. Those seeking to initiate amendments by resolution or petition must strictly comply with these requirements.

FOR THE BALLOT

Amendment No. _____

The amendment would modify the process for amending the Charter of the Metropolitan Government of Nashville and Davidson County by a resolution of the Metropolitan Council

or a petition of registered voters. The amendment would define the membership and duties of the Charter Revision Commission, which would include review of all proposed Charter amendments and certification of qualifying amendments submitted by petition. The amendment establishes required elements for proposed Charter amendments and deadlines for placing a Charter amendment on a ballot. The amendment provides that a petition certified by the Charter Revision Commission shall be signed by at least fifteen percent of registered voters within seventy-five days after the certification in order to be placed on a ballot.

INTRODUCED BY:

Bob Mendes
Member of Council, At-Large

Angie Henderson
Member of Council

Kyonzte Toombs
Member of Council

AMENDMENT NO. 2

I. Section 8.208 of Article 8, Chapter 2 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the provision in its entirety and substituting in lieu thereof the following new provision:

Sec. 8.208. Qualifications of personnel.

After the effective date of this Charter, no person shall be eligible to appointment to any position in the department except as a regular salaried employee in the classified service. Every appointee shall be a citizen of the United States of America unless otherwise allowed under Tennessee state law; shall meet such physical requirements as shall be prescribed by the civil service commission; and shall comply with all applicable rules and regulations of the civil service commission.

To determine whether applicants for positions in the department possess the required physical qualifications, the chief medical director may provide for conducting physical examinations and report his or her findings to the civil service commission.

FOR THE BALLOT

Amendment No. ____

This amendment would require that police department employees meet physical qualifications set by the civil service commission instead of requirements for admission to the United States Army or Navy.

This amendment would further update U.S. citizenship requirements to reflect Tennessee state law.

INTRODUCED BY:

Zulfat Suara
Member of Council, At-Large

Russ Pulley
Member of Council

Erin Evans
Member of Council

AMENDMENT NO. 3

I. Section 10.101 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the section in its entirety and replacing it with:

“There shall be a metropolitan board of health which shall oversee administration of the Metro Public Health Department as herein provided.”

II. Section 10.102 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the section in its entirety and replacing it with:

“The board shall be composed of seven (7) members. One (1) member shall be a doctor of medicine or osteopathy certified for practice as such by the state board of medical examiners or board of osteopathic examination, licensed by the state licensing board for the healing arts, and who shall have had not less than five years’ experience in the active practice of his or her profession. One (1) member shall be a licensed mental health professional who shall have not less than five years’ experience in the active practice of his or her profession. One (1) member shall be a registered nurse. Two (2) members of the board shall be chosen without reference to occupation, except that they shall not come from the medical profession.

Two (2) members shall come from any of the following categories:

- A doctor of medicine or osteopathy certified for practice in Tennessee by the Board of Medical Examiners or Board of Osteopathic Examination;
- A practitioner in an allied health field with a background in the practice of public health;
- An attorney licensed to practice law by the Tennessee Board of Law Examiners;
- A veterinarian licensed by the Tennessee Board of Veterinary Medical Examiners;
- A dentist licensed to practice by the Tennessee Board of Dentistry;
- A person with a background in environmental health practice or policy;
- A person with an advanced degree in public health;
- A person with a background as a community health worker.

The members of the board shall be appointed by the mayor and confirmed by a majority of the whole membership of the council. They shall serve terms of five (5) years each. Any vacancy other than by expiration of term shall be filled for the unexpired term. Members of the board shall serve without compensation. The terms of board members shall be staggered to ensure no more than three seats are vacated in a given year.”

III. Section 10.103 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the introductory phrase and replacing it with the following:

“The board of health shall hire the director of health, as specified below, and oversee his or her direction of the department of health with respect to all administrative functions of the metropolitan government pertaining to;” and,

IV. Section 10.103 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in Function No. 7 by deleting the word “insane” and replacing it with the words “mentally ill.”

V. Section 10.104, of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in part by deleting in Duty No. 4 the words “chief medical director” and replacing them with the words “director of health or chief medical officer”, and in Duty No. 9 by deleting the words “chief medical director” and replacing them with the words “director of health.”

VI. Section 10.105 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the heading and section in their entirety and replacing them with the following:

“Section 10.105 – Director of health and chief medical officer – Appointment and qualifications.

The board shall appoint a director of health and may enter into an employment contract with such person for a period not exceeding five (5) years, and at a compensation to be fixed by the board. Such compensation so fixed shall be subject to approval by the council by resolution. The qualifications for the director of health shall be established by the board, subject to approval by the Metro Director of Human Resources.

If the director of health is not a doctor of medicine or osteopathy, the director shall appoint a medical doctor or doctor of osteopathy, who may be a member of the department of health staff, to serve as the chief medical officer, which appointment is subject to board approval. Any powers, duties, responsibilities, or authorities vested in the director of health that require or imply that the director is a licensed physician shall be delegated to the chief medical officer. Any such delegation shall be made in writing and filed with the board of health.”

VII. Sections 10.106, 10.107, and 10.110 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in part by deleting the words “chief medical director” and replacing them with the words “director of health.”

VIII. Section 8.208 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the words “chief medical director” and replacing them with the words “director of health”.

IX. Section 8.306 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the words “chief medical director” and replacing them with the words “director of health”.

FOR THE BALLOT

AMENDMENT NO. _____

This amendment differentiates between the board of health and the department of health, changes the membership of the board of health, refines and clarifies the roles and duties of the board of health, and modifies the qualifications for the director of health.

INTRODUCED BY:

Angie Henderson
Member of Council

Erin Evans
Member of Council

AMENDMENT NO. 4

Chapter 4 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County is amended by deleting it in its entirety and replacing it with the following:

CHAPTER 4. - DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE

Sec. 8.401. - Created.

There shall be a department of transportation and multimodal infrastructure, which shall consist of the director of transportation and multimodal infrastructure and such other officers and employees organized into such divisions and other units as may be provided by ordinance or by the orders of the director consistent therewith and approved by the mayor.

Sec. 8.402. - Functions.

The department of transportation and multimodal infrastructure shall be responsible for:

(a) The design, construction, maintenance, repair, management and cleaning of roads, highways, streets, alleys, other public places, bridges, viaducts, and other related structures.

(b) Control of the servicing, maintenance and repair of automotive equipment, except as the same by ordinance may be assigned in whole or in part to another department or agency of the metropolitan government.

(c) Construction of transportation capital improvement projects by its own employees, whenever so authorized or directed by ordinance or by the mayor.

(d) Making and preparing such plans, specifications, estimates, surveys, maps, designs, drawings and reports as may be requested from time to time by the council, by the mayor or by the head of any department or any board, commission or agency of the metropolitan government acting with the approval of the mayor, and supervision of the execution and performance of all contracts for capital improvement projects, the plans and specifications, for which were prepared by the department of transportation and multimodal infrastructure.

(e) The administration and enforcement of all laws, ordinances and regulations relating to permits and licenses, for, building and construction within the public rights of way, taxicabs and other passenger vehicles for hire, parking, and public gatherings within the public rights of way; provided, that all licenses and permits issued shall be approved or regulated by such other offices, agencies or boards of the metropolitan government as may be provided from time to time by ordinance; and provided further, that the council may by ordinance transfer and assign this function to a newly created department of licenses and permits.

(f) The design, deployment, operations, and maintenance of traffic control devices on local roads and conventional state routes in Davidson County, except for certain devices within the incorporated cities that are owned by those cities. This includes the maintenance of all regulatory and warning signs on conventional state routes, to the extent not handled by the Tennessee Department of Transportation.

(g) Such other powers and duties as are assigned to the department by this Charter or may be assigned thereto by ordinance or by action of the mayor.

Sec. 8.403. - Supervision, certification, and approval of payment for certain capital improvement projects.

Unless otherwise specifically provided for in this Charter, no payment upon any contract for transportation capital improvement projects or any capital improvement projects within the public rights of way shall be made by the metropolitan government without the written certification of the director of transportation and multimodal infrastructure that the work or the portion thereof for which such payment is to be made has been satisfactorily performed in accordance with the terms of such contract. Unless otherwise specifically provided in this Charter, when the plans and specifications for any transportation capital improvement project or any capital improvement project in the public rights of way have been prepared by some person or agency other than the department of transportation and multimodal infrastructure, the performance of the contract may be supervised and certification required by the department of transportation and multimodal infrastructure before payment shall be made in accordance with the terms and provisions of the contract.

Sec. 8.404. - Director of transportation and multimodal infrastructure—Qualifications and compensation.

The head of the department of transportation and multimodal infrastructure shall be the director. A permanent vacancy in the office of director shall be filled by appointment made by the mayor, subject to the civil service provisions of this Charter. He or she shall have had at least five (5) years' experience in industry or in municipal or metropolitan departments of transportation. In the event of temporary vacancy in the office of director due to sickness, absence or other disability, a temporary appointment may be made by the mayor, subject to the civil service provisions of this Charter.

Sec. 8.405. - Same—Powers and duties.

The director of transportation and multimodal infrastructure shall have general management and control of the several divisions and units of the department. He or she shall appoint and remove, subject to the civil service provisions of article 12 of this Charter, all officers and employees of the department and shall have power to make rules and regulations for the conduct of the business of the department consistent with this Charter and the ordinances of the metropolitan government.

Sec. 8.406. - Custody of maps and plans.

The department of transportation and multimodal infrastructure shall have custody of all maps or plans or any part thereof which were on file immediately prior to the effective date of this Charter in the offices of the director of public works of the City of Nashville or the County Highway Engineer of the County of Davidson and all such maps and plans hereafter made and not expressly required by law or ordinance to be filed in some other place; provided, that all plans, records, etc., pertaining to the sanitary sewerage system which are in the custody of the department of transportation and multimodal infrastructure on the effective date of this Charter shall be turned over to the department of water and sewerage services.

FOR THE BALLOT

Amendment No. _____

This amendment would create the Department of Transportation and Multimodal Infrastructure and define its functions by focusing on transportation and other activities occurring within the public rights of way. The Department of Transportation and Multimodal Infrastructure will replace the Department of Public Works. The Metropolitan Government will continue to provide all the services of the former Department of Public Works.

INTRODUCED BY:

Angie Henderson
Member of Council

Zach Young
Member of Council

Substitute Resolution No. RS2022-1475

A resolution providing amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, Tennessee, in accordance with Article 19, Section 19.01 thereof, and setting forth a brief description of each amendment to be placed upon the ballot.

WHEREAS, Article 19, Section 19.01 of the Charter of The Metropolitan Government of Nashville and Davidson County, Tennessee provides that the Metropolitan Government shall not adopt a resolution proposing amendments to the Charter more often than twice during the term of office of members of the Metropolitan Council; and

WHEREAS, Article 19, Section 19.01 of the Charter further requires to be set forth in the adoption resolution a brief description of each amendment so worded so as to convey the meaning of said amendment; and

WHEREAS, it is the desire of the Metropolitan Council by adopting this resolution to fulfill these two Charter requirements.

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

Section 1. Pursuant to the provisions of Article 19, Section 19.01 of the Charter of the Metropolitan Government of Nashville and Davidson County, the proposed amendments to the Charter of the Metropolitan Government of Nashville and Davidson County, attached hereto, are submitted to the people for approval in the manner provided by Section 19.01 of the Charter.

Section 2. The date prescribed for holding of the referendum election at which the electorate of the Metropolitan Government will vote to ratify or reject the amendments proposed in Section 1 of this Resolution shall be August 4, 2022.

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.

INTRODUCED BY:

Angie Henderson
Member of Council

AMENDMENT NO. 1

Article 19 of the Charter of the Metropolitan Government of Nashville and Davidson County is amended by deleting it in its entirety and replacing it with the following:

Sec. 19.01. - Amending the Charter

This Charter may be amended by (a) adoption of a resolution by the council or (b) petition meeting the requirements of section 19.03, where such resolution or petition has been approved by referendum election conducted pursuant to section 19.04. Amendments may also be adopted in such other manner as may be provided by general law for amending the Charter of a metropolitan government.

Sec. 19.02. – Amendment by Council Resolution

(a) The council may initiate amendments to this Charter by resolution, which for each amendment shall contain (1) the title of the proposed amendment; (2) an explanatory summary of the proposed amendment not to exceed two hundred (200) words; (3) the text of the proposed amendment; and (4) a statement of the financial impact of the proposed amendment. A proposed amendment cannot contain more than one subject as determined using the standard provided in Article 2, Section 17 of the Tennessee Constitution. A proposed amendment cannot be identical or substantially similar to a proposed amendment rejected by the voters of Nashville-Davidson County at an election held within two (2) years before the resolution was filed.

(b) Prior to adopting such resolution, the council shall submit the resolution to the charter revision commission for review. No later than thirty (30) days after receipt of the resolution, the Commission, acting in an advisory capacity, shall provide the council its report and recommendations on the resolution, including whether the proposed amendment satisfies the requirements in this Charter, including Section 19.03(c) for certification of a petition.

(c) A resolution to amend this Charter must receive an affirmative vote for adoption by not less than two-thirds of the membership to which the council is entitled. Such resolution when adopted need not be submitted to the mayor for approval.

(d) The council shall not adopt a resolution proposing amendments to this Charter more often than twice during the term of office of members of said council.

(e) The council shall not adopt, except pursuant to section 18.06 of this Charter, a resolution which proposes an amendment that redistricts the councilmanic districts unless the same be incidental to a proposed change in the number of such districts.

Sec. 19.03. – Amendment by Petition

(a) The registered voters of Nashville-Davidson County may initiate an amendment to this Charter by petition. No more than one referendum initiated by petition to amend the Charter shall be placed on a ballot within any two-year period.

(b) Before a petition may be circulated, at least one registered voter of Nashville-Davidson County shall file the petition with the metropolitan clerk: (1) the title of the proposed amendment; (2) an explanatory summary of the proposed amendment not to

exceed two hundred (200) words; (3) the text of the proposed amendment; and (4) a statement of the financial impact of the proposed amendment.

(c) The charter revision commission shall certify whether the petition satisfied the requirements of this Section 19.03(c) within thirty (30) days after the filing of the documentation required by Section 19.03(b). The petition shall not be certified if: (1) controlling legal authority establishes that the proposed amendment is unconstitutional; (2) the proposed amendment facially conflicts with or is inconsistent with federal or state law; (3) the substance of the proposed amendment is not subject to a referendum under state law or this Charter; (4) the proposed amendment fails to convey a reasonable certainty of meaning; (5) the proposed amendment contains more than one subject as determined using the standard provided in Article 2, Section 17 of the Tennessee Constitution; (6) the subject of the proposed amendment is not clearly expressed in its title; or (7) the petition or amendment fails to satisfy other requirements under this Charter or the Metropolitan Code.

The individual or individuals filing the petition shall have fifteen (15) days to cure any defects in the petition or amendment identified by the charter revision commission by filing the revised petition in proper form with the metropolitan clerk. The commission shall determine within fifteen (15) days whether or not to certify the revised petition.

(d) A decision by the charter revision commission to certify or not certify a petition may be appealed to the Chancery Court for Davidson County upon the filing by any affected party of petition for common-law writ of certiorari within thirty (30) days after the decision of the charter revision commission.

If no timely action has been filed challenging its decision to certify a petition, the charter revision commission shall notify the individual or individuals filing the petition and file the petition with the metropolitan clerk, at which time the petition may be circulated for signatures.

(e) Petitions shall be signed by at least ten percent (10%) of those registered to vote in Nashville-Davidson County as of the date on which the charter revision commission files the certification of the petition with the metropolitan clerk. The disqualification of one (1) or more signatures shall not render a petition invalid, but shall disqualify such signatures from being counted towards the minimum number of signatures required. Each petition shall contain only the following: (1) the petition language certified by the charter revision commission; (2) the genuine signature and address of registered voters; (3) the printed name of each signatory; and (4) the date of signature.

Completed petitions shall be filed with the metropolitan clerk within ninety (90) days after the charter revision commission files the certification of the petition with the metropolitan clerk. The filing of any legal action regarding the petition after the certification has been filed with the metropolitan clerk shall not extend this deadline.

(f) The metropolitan clerk shall immediately deliver the completed petitions to the Davidson County Election Commission. The Davidson County Election Commission shall verify: (1) the genuine signature; (2) that the current address matches the voter's registered address; (3) the printed name; and (4) that the date of signature of each person who signed the petition is after the charter revision commission's certification to the

metropolitan clerk; and (5) that each person who signed the petition is a current registered voter of Nashville-Davidson County. The commission shall not verify or count signatures appearing on petitions that do not strictly conform to the petition language certified by the charter revision commission.

Within thirty (30) days after receiving the completed petitions from the metropolitan clerk, the Davidson County Election Commission shall publicly certify the number of current registered voters of Nashville-Davidson County who signed the petition. The Commission shall file with the metropolitan clerk a written certification of the number of eligible registered voters of Nashville-Davidson County who signed the petitions. The signed petitions shall remain in the custody of the Davidson County Election Commission and shall be deemed to be county public records available for inspection or copying by any interested party in accordance with applicable laws.

The Davidson County Election Commission's action on the petitions may be appealed to the Chancery Court for Davidson County upon the filing by any affected party of a petition for common-law writ of certiorari within thirty (30) days after the Davidson County Election Commission files its certification with the metropolitan clerk.

Sec. 19.04. – Referendum Election

(a) Any referendum on amending the Charter that complies with the requirements in Section 19.02 or 19.03 shall be placed on the ballot for the next regularly scheduled August or November metropolitan, county, or state general election occurring more than ninety (90) days after the Davidson County Election Commission's certification of the signatures.

(b) The Davidson County Election Commission shall prepare the referendum ballot in strict compliance with this Charter, applicable ordinances, and the charter revision commission's requirements governing the form and content of the ballot. The Davidson County Election Commission shall not alter the wording or substance of the language described in section 19.03(b) as approved by the charter revision commission except as such alteration is approved by the charter revision commission. The Davidson County Election Commission shall file the referendum ballot with the metropolitan clerk at least seven (7) days before such ballot is finalized for review by the charter revision commission.

The ballot shall include the explanatory summary of the proposed amendment approved by the charter revision commission. The ballot shall provide the voters a choice to vote "For Ratification" and "Against Ratification" of each proposed amendment. To assure that the public is fully apprised of the proposed amendment, the Davidson County Election Commission shall post the text of the proposed amendment in a conspicuous place in each polling place and shall publish the proposed amendment on its website and in print in a newspaper of general circulation within Davidson County and digital media. The notice of the referendum and the form of the question and its place on the ballot shall comply with the state laws governing the form of ballots and the arrangement of material on the ballot. The cost of the referendum shall be paid out of the general funds of the Metropolitan Government.

(c) Each proposed amendment shall be ratified when a majority of the votes cast at the referendum election shall be in favor of ratification and shall be rejected when a

majority of said votes is not cast in favor. The Davidson County Election Commission shall canvass the returns and certify the results to the Secretary of State, who shall issue a proclamation showing the results of the referendum on the ratification or rejection of the proposed amendment to this Charter. One copy of the proclamation shall be attached to the copy of this Charter previously certified to the Secretary of State and one copy shall be delivered to the metropolitan clerk who shall attach the same to the copy of the Charter in his or her custody.

Sec. 19.05. – Charter Revision Commission Authorized

(a) There is hereby created and established a metropolitan charter revision commission. The commission shall consist of seven (7) members who shall serve without compensation. The members of the commission shall be appointed by the mayor and confirmed by a majority vote of the whole membership of the council. The seven (7) members shall serve terms of four (4) years each. Members serving when this provision is adopted shall continue to serve through the end of their terms.

(b) The commission shall have the following powers and duties: (1) to make recommendations to the council with respect to amendments to the Charter; (2) to prescribe and oversee the form, facial validity, preparation and circulation of petitions to amend the Charter; and (3) approve the form of referendum ballots to amend the Charter to enable the public to vote either in favor of or against a proposed Charter amendment in an informed way. In exercising these powers and duties, the commission shall have the authority to hold hearings, compel the attendance of witnesses and the production of books, papers, and records pertinent to the hearing, and administer oaths to witnesses. If any person fails or refuses to obey a reasonable order for attendance or reasonable order for production of books and papers, the commission may apply to chancery court for an order requiring the order of the commission to be obeyed. The charter revision commission shall adopt and prescribe standard forms and procedures governing petitions to amend this Charter consistent with this Article, the council's ordinances, and other applicable legal requirements.

Sec. 19.06. – Implementation and Strict Construction

The council shall adopt as necessary any ordinance to implement this Article consistent with this Charter and other applicable legal requirements. This Article, ordinances and procedures implementing this Article, and other applicable legal requirements for referendums to amend the Charter of the metropolitan government shall be strictly construed. Those seeking to initiate amendments by resolution or petition must strictly comply with these requirements.

FOR THE BALLOT

Amendment No. _____

The amendment would modify the process for amending the Charter of the Metropolitan Government of Nashville and Davidson County by a resolution of the Metropolitan Council

or a petition of registered voters. The amendment would define the membership and duties of the Charter Revision Commission, which would include review of all proposed Charter amendments and certification of qualifying amendments submitted by petition. The amendment establishes required elements for proposed Charter amendments and deadlines for placing a Charter amendment on a ballot. The amendment provides that a petition certified by the Charter Revision Commission shall be signed by at least ten percent of registered voters within ninety days after the certification in order to be placed on a ballot.

INTRODUCED BY:

Bob Mendes
Member of Council, At-Large

Angie Henderson
Member of Council

Kyonzte Toombs
Member of Council

AMENDMENT NO. 2

I. Section 8.208 of Article 8, Chapter 2 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the provision in its entirety and substituting in lieu thereof the following new provision:

Sec. 8.208. Qualifications of personnel.

After the effective date of this Charter, no person shall be eligible to appointment to any position in the department except as a regular salaried employee in the classified service. Every appointee shall be a citizen of the United States of America unless otherwise allowed under Tennessee state law; shall meet such physical requirements as shall be prescribed by the civil service commission; and shall comply with all applicable rules and regulations of the civil service commission.

To determine whether applicants for positions in the department possess the required physical qualifications, the chief medical director may provide for conducting physical examinations and report his or her findings to the civil service commission.

FOR THE BALLOT

Amendment No. ____

This amendment would require that police department employees meet physical qualifications set by the civil service commission instead of requirements for admission to the United States Army or Navy.

This amendment would further update U.S. citizenship requirements to reflect Tennessee state law.

INTRODUCED BY:

Zulfat Suara
Member of Council, At-Large

Russ Pulley
Member of Council

Erin Evans
Member of Council

AMENDMENT NO. 3

I. Section 10.101 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the section in its entirety and replacing it with:

“There shall be a metropolitan board of health which shall oversee administration of the Metro Public Health Department as herein provided.”

II. Section 10.102 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the section in its entirety and replacing it with:

“The board shall be composed of seven (7) members. One (1) member shall be a doctor of medicine or osteopathy certified for practice as such by the state board of medical examiners or board of osteopathic examination, licensed by the state licensing board for the healing arts, and who shall have had not less than five years’ experience in the active practice of his or her profession. One (1) member shall be a licensed mental health professional who shall have not less than five years’ experience in the active practice of his or her profession. One (1) member shall be a registered nurse. Two (2) members of the board shall be chosen without reference to occupation, except that they shall not come from the medical profession.

Two (2) members shall come from any of the following categories:

- A doctor of medicine or osteopathy certified for practice in Tennessee by the Board of Medical Examiners or Board of Osteopathic Examination;
- A practitioner in an allied health field with a background in the practice of public health;
- An attorney licensed to practice law by the Tennessee Board of Law Examiners;
- A veterinarian licensed by the Tennessee Board of Veterinary Medical Examiners;
- A dentist licensed to practice by the Tennessee Board of Dentistry;
- A person with a background in environmental health practice or policy;
- A person with an advanced degree in public health;
- A person with a background as a community health worker.

The members of the board shall be appointed by the mayor and confirmed by a majority of the whole membership of the council. They shall serve terms of five (5) years each. Any vacancy other than by expiration of term shall be filled for the unexpired term. Members of the board shall serve without compensation. The terms of board members shall be staggered to ensure no more than three seats are vacated in a given year.”

III. Section 10.103 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the language in the introductory phrase and replacing it with the following:

“The board of health shall hire the director of health, as specified below, and oversee his or her direction of the department of health with respect to all administrative functions of the metropolitan government pertaining to;” and,

IV. Section 10.103 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in Function No. 7 by deleting the word “insane” and replacing it with the words “mentally ill.”

V. Section 10.104, of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in part by deleting in Duty No. 4 the words “chief medical director” and replacing them with the words “director of health or chief medical officer”, and in Duty No. 9 by deleting the words “chief medical director” and replacing them with the words “director of health.”

VI. Section 10.105 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the heading and section in their entirety and replacing them with the following:

“Section 10.105 – Director of health and chief medical officer – Appointment and qualifications.

The board shall appoint a director of health and may enter into an employment contract with such person for a period not exceeding five (5) years, and at a compensation to be fixed by the board. Such compensation so fixed shall be subject to approval by the council by resolution. The qualifications for the director of health shall be established by the board, subject to approval by the Metro Director of Human Resources.

If the director of health is not a doctor of medicine or osteopathy, the director shall appoint a medical doctor or doctor of osteopathy, who may be a member of the department of health staff, to serve as the chief medical officer, which appointment is subject to board approval. Any powers, duties, responsibilities, or authorities vested in the director of health that require or imply that the director is a licensed physician shall be delegated to the chief medical officer. Any such delegation shall be made in writing and filed with the board of health.”

VII. Sections 10.106, 10.107, and 10.110 of Article 10 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended in part by deleting the words “chief medical director” and replacing them with the words “director of health.”

VIII. Section 8.208 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the words “chief medical director” and replacing them with the words “director of health”.

IX. Section 8.306 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County shall be amended by deleting the words “chief medical director” and replacing them with the words “director of health”.

FOR THE BALLOT

AMENDMENT NO. _____

This amendment differentiates between the board of health and the department of health, changes the membership of the board of health, refines and clarifies the roles and duties of the board of health, and modifies the qualifications for the director of health.

INTRODUCED BY:

Angie Henderson
Member of Council

Erin Evans
Member of Council

AMENDMENT NO. 4

Chapter 4 of Article 8 of the Charter of the Metropolitan Government of Nashville and Davidson County is amended by deleting it in its entirety and replacing it with the following:

CHAPTER 4. - DEPARTMENT OF TRANSPORTATION AND MULTIMODAL INFRASTRUCTURE

Sec. 8.401. - Created.

There shall be a department of transportation and multimodal infrastructure, which shall consist of the director of transportation and multimodal infrastructure and such other officers and employees organized into such divisions and other units as may be provided by ordinance or by the orders of the director consistent therewith and approved by the mayor.

Sec. 8.402. - Functions.

The department of transportation and multimodal infrastructure shall be responsible for:

(a) The design, construction, maintenance, repair, management and cleaning of roads, highways, streets, alleys, other public places, bridges, viaducts, and other related structures.

(b) Control of the servicing, maintenance and repair of automotive equipment, except as the same by ordinance may be assigned in whole or in part to another department or agency of the metropolitan government.

(c) Construction of transportation capital improvement projects by its own employees, whenever so authorized or directed by ordinance or by the mayor.

(d) Making and preparing such plans, specifications, estimates, surveys, maps, designs, drawings and reports as may be requested from time to time by the council, by the mayor or by the head of any department or any board, commission or agency of the metropolitan government acting with the approval of the mayor, and supervision of the execution and performance of all contracts for capital improvement projects, the plans and specifications, for which were prepared by the department of transportation and multimodal infrastructure.

(e) The administration and enforcement of all laws, ordinances and regulations relating to permits and licenses, for, building and construction within the public rights of way, taxicabs and other passenger vehicles for hire, parking, and public gatherings within the public rights of way; provided, that all licenses and permits issued shall be approved or regulated by such other offices, agencies or boards of the metropolitan government as may be provided from time to time by ordinance; and provided further, that the council may by ordinance transfer and assign this function to a newly created department of licenses and permits.

(f) The design, deployment, operations, and maintenance of traffic control devices on local roads and conventional state routes in Davidson County, except for certain devices within the incorporated cities that are owned by those cities. This includes the maintenance of all regulatory and warning signs on conventional state routes, to the extent not handled by the Tennessee Department of Transportation.

(g) Such other powers and duties as are assigned to the department by this Charter or may be assigned thereto by ordinance or by action of the mayor.

Sec. 8.403. - Supervision, certification, and approval of payment for certain capital improvement projects.

Unless otherwise specifically provided for in this Charter, no payment upon any contract for transportation capital improvement projects or any capital improvement projects within the public rights of way shall be made by the metropolitan government without the written certification of the director of transportation and multimodal infrastructure that the work or the portion thereof for which such payment is to be made has been satisfactorily performed in accordance with the terms of such contract. Unless otherwise specifically provided in this Charter, when the plans and specifications for any transportation capital improvement project or any capital improvement project in the public rights of way have been prepared by some person or agency other than the department of transportation and multimodal infrastructure, the performance of the contract may be supervised and certification required by the department of transportation and multimodal infrastructure before payment shall be made in accordance with the terms and provisions of the contract.

Sec. 8.404. - Director of transportation and multimodal infrastructure—Qualifications and compensation.

The head of the department of transportation and multimodal infrastructure shall be the director. A permanent vacancy in the office of director shall be filled by appointment made by the mayor, subject to the civil service provisions of this Charter. He or she shall have had at least five (5) years' experience in industry or in municipal or metropolitan departments of transportation. In the event of temporary vacancy in the office of director due to sickness, absence or other disability, a temporary appointment may be made by the mayor, subject to the civil service provisions of this Charter.

Sec. 8.405. - Same—Powers and duties.

The director of transportation and multimodal infrastructure shall have general management and control of the several divisions and units of the department. He or she shall appoint and remove, subject to the civil service provisions of article 12 of this Charter, all officers and employees of the department and shall have power to make rules and regulations for the conduct of the business of the department consistent with this Charter and the ordinances of the metropolitan government.

Sec. 8.406. - Custody of maps and plans.

The department of transportation and multimodal infrastructure shall have custody of all maps or plans or any part thereof which were on file immediately prior to the effective date of this Charter in the offices of the director of public works of the City of Nashville or the County Highway Engineer of the County of Davidson and all such maps and plans hereafter made and not expressly required by law or ordinance to be filed in some other place; provided, that all plans, records, etc., pertaining to the sanitary sewerage system which are in the custody of the department of transportation and multimodal infrastructure on the effective date of this Charter shall be turned over to the department of water and sewerage services.

FOR THE BALLOT

Amendment No. _____

This amendment would create the Department of Transportation and Multimodal Infrastructure and define its functions by focusing on transportation and other activities occurring within the public rights of way. The Department of Transportation and Multimodal Infrastructure will replace the Department of Public Works. The Metropolitan Government will continue to provide all the services of the former Department of Public Works.

INTRODUCED BY:

Angie Henderson
Member of Council

Zach Young
Member of Council

RESOLUTION NO. _____

A resolution approving a contract between The Metropolitan Government of Nashville and Davidson County and Waste Management, Inc. of Tennessee, for the provision of solid waste collection and collection of carts.

WHEREAS, pursuant to section 2.01 of the Metropolitan Charter, the Metropolitan Government has the authority to “collect and dispose of garbage and other refuse within the urban services district”; and,

WHEREAS, pursuant to its authority under section 2.01 of the Metropolitan Charter, The Metropolitan Government proposes to contract with Waste Management, Inc. of Tennessee, to provide municipal solid waste collection services within the urban services district; and,

WHEREAS, Section 4.12.220 of the Metropolitan Code of Laws calls for Council approval by Resolution of certain contracts “providing for the collection, transportation and/or disposal of solid waste”; and,

WHEREAS, approval of the contract will benefit the citizens of Davidson County by providing an economical and efficient means of collecting municipal solid waste.

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

Section 1. The contract between The Metropolitan Government of Nashville and Davidson County and Waste Management, Inc. of Tennessee, attached hereto and incorporated herein, is hereby approved.

Section 2. Any amendments, renewals, or extension of the terms of the contract must be approved by resolution of the Metropolitan Council.

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.

RECOMMENDED BY:

Michelle R. Hernandez-Lane
Michelle Hernandez-Lane
Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/MJW
Kelly Flannery, Director
Department of Finance

INTRODUCED BY:

Bunty Miller

Zach Young

Tim Evans

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF WATER AND SEWERAGE SERVICES
Waste Services Division
1600 2nd Ave N
Nashville, TN 37208

April 27, 2022

Vice Mayor Shulman,

Metro Water Services, Waste Services Division, is requesting that the resolution to approve a contract between Metro and Waste Management for residential waste collection services be approved for late filing. Moving this contract forward as soon as possible will allow Waste Management to purchase trucks, hire staff and start contract work sooner thus reducing Metro's cost for emergency collection services. Further, bringing on an additional waste collector will help to alleviate some of the collection issues and delays that residents have been experiencing over the past few years.

Sincerely,

A handwritten signature in blue ink, appearing to read "S. Potter".

Scott Potter
Director



If you need assistance or an accommodation, please contact Metro Water Services,
at 615-862-4862, 1600 Second Avenue North, Nashville, Tennessee 37208.

Contract Abstract

Contract Information

Contract & Solicitation Title: Residential Waste Collection Services

Contract Summary: Contractor will provide weekly (Monday-Friday) waste collection of carts, dumpsters and roll-offs as described in Exhibit A - Scope of Work.

Contract Number: 6510020 Solicitation Number: 181234 Requisition Number: 4045661

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: IDIQ 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: 5/15/2022 Estimated Expiration Date: 5/14/2027 Contract Term: 60 Months

Estimated Contract Life Value: \$7,500,000.00 Fund:* 30501 BU:* 65803100

Payment Terms: Net 30 Selection Method: RFP

(*Depending on the contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Procurement Staff: Scott Ferguson BAO Staff: Christopher Wood

Procuring Department: Water Services Department(s) Served: Metro Wide

Prime Contractor Information

Prime Contracting Firm: Waste Management Inc, of Tennessee ISN#: 26223

Address: 2555 Meridian Blvd City: Franklin State: TN Zip: 37064

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (select/check if applicable)

Prime Company Contact: Stephanie Peterson Email Address: speter15@wm.com

Prime Contractor Signatory: Eddie McManus Email Address: emcmanus@wm.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

No SBE/SDV participation Amount: Percent, if applicable:

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: Percent, if applicable:

Federal Disadvantaged Business Enterprise:

No Amount: Percent, if applicable:

* 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
Regular Services <u>WM. of Tennessee</u>	<input type="checkbox"/>	<u>83.00</u>	<u>\$7,092,249.38</u>	<u>Awarded</u>
<u>Waste Pro of Tennessee</u>	<input type="checkbox"/>	<u>82.56</u>	<u>\$7,624,184.23</u>	<u>Awarded</u>
<u>WC. of Tennessee</u>	<input type="checkbox"/>	<u>25.34</u>	<u>\$12,836,421.49</u>	<u>Evaluated but not selected</u>

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Emergency Services <u>WM. of Tennessee</u>	<input type="checkbox"/>	<u>94.00</u>	<u>\$76,752,269.94</u>	<u>Awarded</u>
<u>WC. of Tennessee</u>	<input type="checkbox"/>	<u>37.39</u>	<u>\$101,804,750.64</u>	<u>Awarded</u>

SOLID WASTE COLLECTION SERVICES CONTRACT

1. SERVICES CONTRACT

This Solid Waste Collection Services Contract (the “Contract”) is initiated by and between **The Metropolitan Government of Nashville and Davidson County (“METRO”)** and **Waste Management, Inc. of Tennessee (“CONTRACTOR”)** located at **2555 Meridian Blvd., Suite 200, Franklin, TN 37067**.

1.1. Contract Documents

This Contract consists of the following documents, in order of precedence in case of conflicts:

- A. *Any properly executed contract amendment (most recent with first priority);*
- B. *This document, including exhibits:*
 - i. *Exhibit A – Scope of Work*
 - ii. *Exhibit B – Pricing and Rates*
 - iii. *Exhibit C – Backdoor Trash Collection Waiver Request Form*
 - iv. *Exhibit D – Private Road Waiver Request Form*
- C. *CONTRACTOR's response to the solicitation.*
- D. *The solicitation documentation for RFQ#181234 and affidavit(s) (all made a part of this contract by reference); and*

1.2. Definitions. As used herein, the following terms shall have the following meanings:

- A. **Construction Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures.
- B. **Contractor:** Waste Management, Inc. of Tennessee
- C. **Customer:** The owner or tenant of a Residential Unit and/or Light Commercial Unit located within the corporate limits of the METRO and identified by METRO as being eligible for and in need of the services provided by the CONTRACTOR under this Contract.
- D. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- E. **Disabled Door-to-Truck Service:** A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are pre-qualified by confirming with METRO via the Exhibit C – Backdoor Trash Collection Waiver Request Form are allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

- F. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and excluding all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.
- G. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, et. seq., as amended.
- H. **Industrial Waste:** Any Solid Waste generated by industrial processes and manufacturing.
- I. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.
- J. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.
- K. **Medical Waste:** Waste generated by health care related facilities and associated with health care activities, not including Garbage generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions).
- L. **METRO:** The Metropolitan Government of Nashville and Davidson County
- M. **Multi-Family Unit:** a dwelling, whether of single or multi-level construction, consisting of more than two units but four (4) units or fewer, which METRO and CONTRACTOR shall determine, upon mutual agreement, will be serviced as a Residential Unit with one Cart per unit. If a Multi-Family Unit is provided with Cart service, then each single-family unit within any such Multi-Family Unit shall be billed separately as a Residential Unit.
- N. **Polycart or Cart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 75 lbs.
- O. **Refuse:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- P. **Residential Unit:** A residential dwelling within the service area of METRO and occupied by a person or group of persons comprising not more than two families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

- Q. **Residential Waste:** All Refuse and Garbage generated by a Customer at a Residential Unit, excluding Unacceptable Waste.
- R. **Solid Waste or Waste:** All Residential and Light Commercial Waste to be collected by CONTRACTOR pursuant to this Agreement. The term "Solid Waste" or "Waste" specifically excludes Unacceptable Waste.
- S. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical(s), or (H) any other waste defined by applicable law, rule or regulation as "Special Waste."
- T. **Third Party Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- U. **Unacceptable Waste:** Any waste or material that: (i) the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement; or (ii) substantial damage to Contractor's equipment or facilities; or (iii) contains information (in hard copy or electronic format) that is protected or regulated under any local, state or federal privacy or data security laws, including without limitation, the Health Insurance Portability and Accountability Act (HIPAA); or (iv) presents a danger to the health or safety of the public or Contractor's employees; or (v) is or contains Hazardous Waste, Industrial Waste, Special Waste, Construction Debris, untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater; or (vi) is or contains solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit; or (vii) any large or bulky items that do not fit within and Cart and allowing the Cart lid to close, including, without limitation, tree limbs, furniture, bicycles, and tires; or (viii) is soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or (ix) results from activities associated with the exploration, development, or production of oil or gas or geothermal resources.
- V. **Unusual Accumulations/Overage:** Any Waste placed curbside for collection in excess of the volumes permitted by this Contract or placed outside or on top of a Polycart.
- W. **Paid Door-to-Truck Service:** A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Private Road Waiver Request Form. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

- A. CONTRACTOR will provide Customers with once per week (Monday-Friday) Solid Waste collection and collection of Carts as described in Exhibit A – Scope of Work, which is attached hereto and incorporated as set forth herein.
- B. This Contract does not include nor shall CONTRACTOR be required to:
- i. provide Waste collection services using roll-off containers;

- ii. provide compactors to any Customer;
 - iii. collect Waste generated by or at a Residential Unit and/or Light Commercial Unit that cannot easily fit into a Cart and allow the lid to close;
 - iv. collect Special Waste or Construction Debris;
 - v. collect Dead Animals larger than ten (10) pounds;
 - vi. collect Hazardous Waste;
 - vii. collect Medical Waste;
 - viii. collect Unusual Accumulations; and
 - ix. collect Unacceptable Waste.
- C. Storm/Disaster Debris: The parties understand and agree that, in the event of a hurricane, tornado, major storm, flood, natural disaster, war, act of terrorism, or other acts of God (“Disaster Event”), the Waste and debris caused by the Disaster Event is not included in this Contract. The cleanup and collection of material due to such Disaster Event may require additional equipment, additional personnel, and/or overtime hours. METRO shall give the CONTRACTOR the first right and opportunity to enter negotiations with METRO to reach mutually agreeable terms for the collection of Disaster Event material, but METRO has the right to engage a provider of its choice to collect such material or debris should it be unable to enter into a contract with CONTRACTOR. If METRO and CONTRACTOR reach an agreement, then METRO shall grant CONTRACTOR variances in routes and schedules as deemed necessary by CONTRACTOR.
- D. Ownership of Waste: Title to Waste shall pass to CONTRACTOR when placed in CONTRACTOR’S collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

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, unless terminated earlier as set forth in this Contract.

This Contract may be extended for an additional sixty (60) months by written amendment of the parties. This option to extend the Contract may be exercised upon mutual agreement of METRO’s Purchasing Agent and CONTRACTOR.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$7,500,000.00. The pricing details (“Base Rates”) are included in Exhibit B and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly invoiced. The Base Rates are subject to adjustment as set forth in Section 4.4. below.

4.2. Other Fees

Except as set forth in the Contract, there will be no other charges or fees for the performance of this Contract.

4.3. Payment Methodology

- A. Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all services provided under this Contract.
- B. METRO will compensate CONTRACTOR in accordance with the Base Rates in Exhibit B of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for performed services that are properly authorized by METRO in accordance with this Contract. METRO reserves the right to partially pay any invoices submitted for CONTRACTOR's failure to complete all collection services during the collection route scheduled for the applicable invoice only after written notification is made by METRO and the issue is not resolved by CONTRACTOR within seven (7) days after receipt of notice.
- C. METRO's payment for CONTRACTOR's services shall be established by the total count of such Residential and Light Commercial Units receiving sanitation services in METRO's utility billing system (the "Count"). METRO will be responsible for determining and providing the Count to CONTRACTOR on a quarterly basis. Excluded from the Count will be certain multi-family dwellings such as apartments, residences under construction and commercial establishments and some vacant homes. CONTRACTOR has no responsibility for incorrect Counts provided by METRO; but CONTRACTOR has the right to verify the Count information provided by METRO. Any errors or mistakes in the Count shall be corrected within six months of the date such Count is provided to the CONTRACTOR or the mistake is waived and released by both parties.
- D. As of the Effective Date of the Contract, the parties agree that the Count shall be as set forth in Exhibit B. Thereafter, a revised Count shall be determined by METRO at the end of each week during the term of this Contract to establish the Count to be used for billings. METRO shall provide the Count information to CONTRACTOR no later than the last working day of the week. Billing and Payment will occur monthly based on the sums of the weekly Residential Unit Count, Light Commercial Unit Count, Cart Count, Paid Door-to-Truck Service Count and Disabled Door-to-Truck Service Count as they exist as of the last day of the billing month.
- E. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties). Except for invoiced payments that METRO has disputed in good faith, CONTRACTOR has the right to assess any late payments a late charge in the amount of interest at the lesser of the rate of 2.50% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. METRO acknowledges that any late charge assessed by CONTRACTOR is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to CONTRACTOR for late payment. Furthermore, CONTRACTOR has the right, upon providing written notice to METRO, to suspend its services upon notice to METRO if payment is more than sixty (60) days' past due.
- F. METRO may notify CONTRACTOR in writing of any Customer that has failed to timely pay METRO for Waste collection services, and CONTRACTOR agrees to suspend service to such delinquent Customer until notified by METRO to resume such services, which shall occur on the next regularly scheduled collection day. If CONTRACTOR suspends service to a Customer as requested by METRO, CONTRACTOR has the right to charge a service reactivation fee and/or the right to assess a finance charge or late payment fees if such service to the Customer is reinstated.

4.4. Escalation/Descalation to Base Rates

- A. **A.** The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit B and will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation/de-escalation adjustments and continuing annually on each July 1 thereafter. The Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1997 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve published months (which incorporates the required sixty-day notice by CONTRACTOR) for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase/decrease percentage change is determined, then the average percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to Purchasing Agent no less than sixty (60) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that if the calculated percentage adjustment for any annual C.P.I. escalation increases/decreases the Base Rate by more than five percent (5%), then, CONTRACTOR shall implement only fifty percent (50%) of any such percentage increase/decrease to the Base Rate that is above five percent (5%). For clarity, if the annual C.P.I. adjustment is five percent (5%) or below, then the Base Rates shall be increased/decreased by the applicable C.P.I. percentage in full.
- B. CONTRACTOR shall also be entitled to an additional increase in Base Rates from time to time during Contract Term to offset any change in uncontrollable conditions that increase the CONTRACTOR's costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made via a letter of acceptance and must be submitted to METRO upon sixty (60) days' written notice prior to the implementation date.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

- A. 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. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the services have been delivered/performed.
- B. 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 service but prior to any substantial change in condition of the 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, if any, the undisputed 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

- A. The parties shall first attempt to promptly resolve any controversy, claim or dispute arising out of or relating to the Contract or the construction, interpretation, performance, breach, termination, enforceability or validity thereof by face-to-face (or virtual video call) negotiation between representatives who have full and complete authority to settle any such controversy, claim, or dispute. If a dispute arises concerning this Agreement or any purchase order, a meeting of the parties shall be held within 10 business days after either party gives the other party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the dispute. A representative of each party who has full authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within thirty (30) calendar days after the first meeting of the parties, (or such extended time period as to which the parties may mutually agree), the parties may deliberate in good faith the alternative methods of dispute resolution, other than litigation, that may then be available to them as a means to efficiently and economically resolve the dispute while preserving the parties' relationship under the Agreement and the purchase order in question, giving due consideration to the nature of the pending issues and matters in the dispute. Statements made or positions taken by a party during negotiations to resolve the dispute are deemed privileged and confidential as settlement discussions and may not be introduced as evidence or otherwise be presented, alluded to or used in any subsequent proceeding (including mediation or litigation) against the party whose statement is in question. If the parties are unable to reach agreement on an alternative method of dispute resolution within thirty (30) calendar days after the parties first begin consideration of alternatives to litigation

or such time period as mutually agreed by the parties, either party is then free to use any other available remedy.

- B. Should either party 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, the non-breaching party shall identify the breach and the party in breach of this agreement shall cure the performance within thirty (30) days. If the party in breach of this agreement fails to satisfactorily provide cure, the non-breaching party shall have the right to immediately terminate this Contract. Such termination shall not relieve party in breach of this agreement of any liability to the non-breaching party 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. Reserved

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 Equal Business Opportunity (EBO) Program is not 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 under the policies required below, except for workers' compensation and employer's liability policies, and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Business 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)

7.3. Commercial or Comprehensive General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. 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).

7.5. Such insurance shall:

- A. 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.
- B. Business Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. This insurance policy 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.
- C. 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.

7.6. Other Insurance Requirements

- A. Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates

(ACORD or equivalent) and amendatory endorsements effecting coverage required by this section and provide 30 days' written notice in the event that such insurance is terminated or, allowed to expire and 10 days written notice for policy cancellation due to premium nonpayment. Any such notice shall be made to:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVE SOUTH, STE 101

P.O. BOX 196300

NASHVILLE, TN 37219-6300

- B. CONTRACTOR shall replace certificates and/or endorsements for any such insurance expiring prior to completion of services.
- C. CONTRACTOR shall 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.
- D. 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.

CONTRACTOR shall 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.

- E. 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.

8.2. Warranty

CONTRACTOR warrants that it's services will be performed in a safe and workmanlike manner and that it has obtained all required permits and licenses.

8.3. Intentionally Omitted

8.4. Confidentiality

- A. 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.
- B. 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. 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.
- C. CONTRACTOR, and its Agents, for METRO, may have access to Sensitive Information. CONTRACTOR, and its Agents, are required to maintain such Sensitive 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's Sensitive Information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.
- D. Upon the prior reasonable written request of METRO, CONTRACTOR shall return all information in the same form as disclosed or as mutually determined by the parties. In the event of any disclosure or threatened disclosure of METRO's Sensitive 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

- A. All METRO information disclosed to CONTRACTOR under this Contract 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 prior reasonable written request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores on its electronic backup, archiving or disaster recovery systems if such information is readily accessible by CONTRACTOR.
- B. Any information provided to the CONTRACTOR from METRO under this Contract, 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 the contracted services. Storage of METRO's primary information is not allowed outside United States' jurisdiction.

8.6. Information Security Breach Notification

CONTRACTOR shall notify METRO of any data breach involving METRO information within 72 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

- A. CONTRACTOR represents and warrants that Services, or any media upon which the 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.
- B. For CONTRACTOR managed systems that interact with METRO under this Contract, if any, 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:
 - i. Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
 - ii. 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

- A. 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 third party claim that the services furnished under this Contract infringe a third party's copyright, trademark, service mark, or patent rights. 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 at Metro's own cost. 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.
- B. If the 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:
 - i. Procure for METRO the right to continue using the services;

- ii. Replace or modify the alleged infringing services with other equally suitable services that are satisfactory to METRO, so that they become non-infringing; or
- iii. 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:
- iv. The use of services in combination with apparatus or devices not supplied or else approved

by CONTRACTOR;

- v. The use of services in a manner for which the services were neither designated nor contemplated; or,
- vi. 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

- A. CONTRACTOR shall maintain documentation for all charges invoiced to METRO under this Contract. The accounting books, business records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract (hereinafter referred to as the "Records"), 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. Notwithstanding the provisions of the above and this Section 8.9, CONTRACTOR shall in no circumstances be obligated to disclose and METRO shall not have access to any Records or information which is deemed confidential or proprietary by CONTRACTOR. 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.
- B. All Records, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon prior reasonable written request from METRO. The Records shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon prior reasonable written request from METRO.

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 upon prior reasonable written notice to CONTRACTOR.

METRO shall have the right, at its expense, during normal business hours and with reasonable advance written notice, to evaluate, test, and review at CONTRACTOR's premises the 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, which are reasonably approved by CONTRACTOR.

8.11. METRO Property

Any METRO property disclosed under this Contract, 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 by METRO 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 to CONTRACTOR.

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 .

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 in any other or subsequent occurrence or to exercise any right or remedy available to it in the future.

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 third party claims, damages, costs, and reasonable attorney's 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 third party claims, damages, penalties, costs, and reasonable attorney's 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. CONTRACTOR shall pay METRO any reasonable expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

8.21. Intentionally Omitted

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.

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. For clarity, the parties agree that any services reflected in the RFQ documentation that are not included in the services set forth under this Contract and its exhibits are not within the scope of this Contract and CONTRACTOR has no obligation to perform such work or services.

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*, which shall mean for purposes of this Contract: any act of God, storm, flood, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, pandemic, epidemic, inability to obtain necessary labor or materials and equipment from usual sources due to any of the foregoing enumerated causes, or other cause of similar or dissimilar nature beyond its control. As of the signing date of the contract, no conditions exist that constitutes a *force majeure* event. If either party's ability to perform its obligations hereunder is affected by an event of force majeure, such party shall promptly, upon learning of such event of force majeure and ascertaining that it will affect their performance hereunder, give notice to the other party within 48 hours of its discovery, describing in detail the nature of the event, its anticipated duration, and any remedial measures being taken to avoid or minimize its effect. The party affected by an event of force majeure shall give the other party regular (not less than monthly) progress reports on those remedial measures and such other information as the other party may reasonably request about the situation.

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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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**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Waste Management, Inc. of Tennessee

Attention: Stephanie Peterson

Address: 2340 Mooresville Highway, Lewisburg, TN 37091

Telephone: 931-698-2386

Fax:

E-mail: speter15@wm.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:

Designated Agent: Contract Compliance

Attention: Stephanie Peterson

Address: 2340 Mooresville Highway, Lewisburg, TN 37091

Email: speter15@wm.com

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Contract Number 6510020

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 ADM
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle R. Hernandez Lane BCC
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE RW
Director of Finance BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk Date

CONTRACTOR:

Waste Management Inc., of Tennessee
Company Name

Eddie McManus
Signature of Company's Contracting Officer

Eddie McManus
Officer's Name

AVP
Officer's Title

Exhibit A – Scope of Work

I. Scope for Annexation Collection

- A. Contractor shall provide Customers with once per week (Monday-Friday) Waste collection for four METRO trash routes per day for a total of 20 routes per week. CONTRACTOR will be providing service to 10 rear loader alley routes (average of 660 Residential Customers/route/day) and 10 automated side loader routes (average of 750 Residential and/or Light Commercial Unit Customers/route/day) for a total of approximately 14,100 Customers per week. The parties agree that CONTRACTOR requires at least 90-days to obtain all necessary equipment and labor before waste collection services under the Contract can begin. If there is less than 90-days before the filing of the Contract with Clerk's office (including any required approvals by METRO) and the mutually agreed start date for service to Customers, then it will not be considered a breach of this Contract by CONTRACTOR in the event services have not commenced. Service to all customers is anticipated to begin by July 1, 2022, or earlier as mutually agreed to by the parties. The actual number of addresses the CONTRACTOR may be required to service may increase or decrease during the contract period.
1. CONTRACTOR shall collect Residential Waste generated at Residential Unit and placed in Polycarts once (1) per week (Monday – Friday) during the term of this Agreement. Residential Unit Customers must place their Carts curbside for service by 7:00 a.m. on the designated collection day.
 2. CONTRACTOR shall collect Waste generated at a Light Commercial Unit and placed in that Light Commercial Unit's Cart once (1) per week (Monday – Friday) during the term of this Contract. A Light Commercial Unit may not use more than two (2) Carts for Waste, unless approved in writing by Metro and CONTRACTOR. Light Commercial Units must place their Carts curbside for service by 7:00 a.m. on this designated collection day.
 3. Once per week pick-up days shall be mutually established by the CONTRACTOR and the METRO.
 4. Metro has the right to offer additional temporary or permanent Waste or recycling collection routes to the CONTRACTOR under this Contract, provided that both parties mutually agree in writing via a letter of acceptance, to the additional routes and all relevant details of service. METRO will be responsible for payment of any additional routes and CONTRACTOR shall be entitled to compensation at the current service rates under this Contract or rates mutually agreeable by the parties.

II. Metro Provided Services and Equipment

- A. METRO will provide and deliver all Carts for Residential and Light Commercial Unit waste collection services and will provide Cart maintenance, repair, and replacement during the term of the Contract. Only Waste placed in the METRO provided containers is required to be collected by CONTRACTOR. CONTRACTOR shall have no obligation to collect Unusual Accumulations.
- B. METRO will utilize hubNashville's 311 call center for customer service issues.
- C. METRO shall instruct Customers on the following regarding collection of Waste:
 1. All Carts shall be placed in a location that is readily accessible to CONTRACTOR and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing.
 2. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close completely and securely. CONTRACTOR has no obligation to collect any Waste placed outside

or on top of the Cart.

- D. METRO shall aid CONTRACTOR in resolving problems of Cart location by the Customer, including any residences located on inaccessible roads.
- E. METRO and Customers agree that all right of ways can bear the weight of the Polycarts and Contractor's vehicles. CONTRACTOR shall not be responsible for any damage to METRO's or the Customer's property, including pavement, subsurface or curbing, unless such damage is caused by CONTRACTOR'S negligence or misconduct.

III. Waste Delivery Location

- A. All Waste collected by the CONTRACTOR under this Contract shall be delivered only to the Republic Services AAA Transfer Station, located at 1160 Freightliner Drive, Nashville, TN 37210 or a duly permitted disposal facility mutually agreed by the parties.

IV. Contractor Personnel and Equipment

- A. The CONTRACTOR must submit a list of key personnel who will be used under the Contract and notify METRO when key personnel change. CONTRACTOR will provide the name, contact information and role of each key personnel.
- B. The CONTRACTOR shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required in a safe, economical and efficient manner. Personnel shall operate an environmentally safe and clean facility and vehicles in compliance with all applicable local, state and federal laws.
- C. The CONTRACTOR must also supply all collection vehicles, equipment, maintenance, labor, supervision, materials and all other items necessary to perform the services required under the Contract.
 - 1. Employee Qualifications:**
 - a. All drivers shall be trained and qualified in the operation of waste collection vehicles and must have in effect a valid Commercial Drivers License, of the appropriate class, issued by the Tennessee Department of Safety.
 - 2. Employee Behavior:**
 - a. All CONTRACTORS' personnel must maintain a courteous and respectful attitude towards the public and METRO Government at all times.
 - b. At no time may a CONTRACTOR or its personnel solicit, request, or received gratuities of any kind.
 - c. The CONTRACTOR must direct its employees to avoid loud and/or profane language at all times during the performance of duties.
 - d. The CONTRACTOR must remove any employee of the CONTRACTOR who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous from service under the Contract.
 - e. In the event of a complaint about employee behavior made by a Customer or METRO, the CONTRACTOR must supply Metro with a verbal report within two (2) hours and a written report within one business day of the action taken by the CONTRACTOR.
 - f. Employees of the CONTRACTOR shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Waste collection service. Contractor shall immediately notify METRO, in writing, of such condition and of its inability to make collection.
 - 3. Employee Training**
 - a. The CONTRACTOR must conduct training sessions to thoroughly instruct all employees

as to their duties under the Contract and the proper methods of performing those duties. Employees must receive adequate training from the CONTRACTOR before starting work under the Contract. Instruction must include orientation on the specific routes to which they will be assigned in order to avoid delays and missed collections.

- b. Employees in the field must be instructed to ensure that the rolling trash Carts supplied by Metro are returned to their required location after servicing, with lids closed.
- c. The CONTRACTOR shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for the collection services required under this Contract. CONTRACTOR shall train its employees in the in solid waste collection to identify and not collect hazardous waste or infectious medical waste.
- d. CONTRACTOR will train its employees as to METRO collection rules and regulations, ensuring employees can answer questions from citizens and follow METRO'S collection rules at the curb. This training is to be ongoing and included in new hire orientation. CONTRACTOR employees will also leave notices of improper Cart usage and general education when applicable.
- e. Upon reasonable prior written notice to CONTRACTOR, METRO may require a route "ride-along" with the CONTRACTOR'S drivers at any time during the Contract.

4. Employee Uniforms

- a. The CONTRACTOR must furnish each field employee with an appropriate uniform identifying them as an employee of the CONTRACTOR.
- b. Employees of the CONTRACTOR are required to wear the uniform at all times while on duty. The uniform should include either a short or long-sleeve shirt.
- c. All collection employees must wear a reflective safety vest with the name of their company affixed.
- d. CONTRACTOR must supply employees with any safety equipment or gear required by local, state or federal rules and/regulations and any safety equipment or gear required by METRO'S waste disposal contractor.

5. Contractor's Collection Vehicles

- a. All Waste collected under this Contract shall be collected and transported by the CONTRACTOR in collection vehicles that shall be maintained and in good repair to prevent leaking, spilling or scattering of materials.
- b. All vehicles shall be of a size and type not to exceed the maximum legal limit for gross vehicle weight (GVW) at any time, even when fully loaded.
- c. Collection vehicles shall include the CONTRACTOR'S name, phone number and the CONTRACTOR'S unique vehicle identification number on the front, rear and both sides of the vehicle in letters no less than two and one-half (2 ½) inches high. CONTRACTOR shall not place Metro's logo on its vehicles.
- d. An amber warning strobe-type beacon and back-up warning beeper shall be permanently mounted and operational on the rear of all collection vehicles.
- e. CONTRACTOR shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the contract. CONTRACTOR shall have available on collection days at least one dedicated vehicle per route and sufficient back-up vehicles for each type of collection vehicle used to respond to complaints and emergencies. Failure to maintain the dedicated one vehicle per route requirement may be considered a breach of contract.
- f. The average age of the collection vehicles used by the CONTRACTOR under

this Agreement shall be not more than five (5) years, unless it is used only as a reserve vehicle. For purposes of this Agreement, a "reserve vehicle" shall mean a vehicle that is temporarily used by CONTRACTOR for Waste collection, in the event a normal fleet vehicle is damaged, destroyed, being repaired or is otherwise unavailable. Failure to maintain vehicles within the age requirements may be considered a breach of contract.

- g. The CONTRACTOR shall furnish METRO a written inventory of all vehicles used in providing service and shall update the inventory whenever it is modified and confirm this inventory annually. The inventory shall list, at a minimum, all vehicles by manufacturers (chassis and body), ID number, age of vehicle and date of acquisition, type and capacity. Metro reserves the right to inspect the inventory of vehicles at the contractor's local facility upon reasonable prior written notice.

V. Contractor Responsibilities

- A. It shall be the CONTRACTOR'S responsibility to have equipment of suitable type and in proper condition to operate and maintain uninterrupted schedules. CONTRACTOR shall maintain all vehicles and equipment in a clean and safe working condition.
- B. The CONTRACTOR shall meet all applicable rules, regulations, zoning, permitting, registration and licensing requirements whether local, state or federal and determine the applicability of any rule, regulation or other requirement.
- C. The CONTRACTOR shall acquire all necessary local, state and federal licenses and permits prior to starting work under the Contract. Such fees are the responsibility of the CONTRACTOR.
- D. The CONTRACTOR shall follow reasonable instructions provided by Metro personnel which are in accordance with the requirements of this Contract.
- E. CONTRACTOR shall meet all safety regulations set forth by the Tennessee Department of Transportation and the Federal Department of Transportation.
- F. CONTRACTOR shall endeavor to maintain the same hours of service as that of METRO beginning collection service at 7 AM Monday through Friday and finishing collection service no later than 5 PM.
- G. CONTRACTOR may not allow Waste collected from METRO contracted addresses to be mixed with any Waste collected from non-METRO contracted addresses or containers.
- H. In the event a route requires alley service hand collection and the use of a rear load vehicle by CONTRACTOR, then CONTRACTOR and the CONTRACTOR'S employees shall endeavor not to collect and/or empty waste containers that contain cardboard, yard waste, electronics or any other materials banned from waste containers within Davidson County. CONTRACTOR's failure to collect and/or empty such waste containers shall not be considered a missed collection or a violation of this Contract. If three or more Carts are located at any Customer service address under this Contact, the CONTRACTOR shall not empty more than 2 Carts unless previously notified by METRO. METRO will provide an updated Cart count per address to the CONTRACTOR weekly. METRO may change the number of allowed collection Carts per service address and will notify the Customer and CONTRACTOR within 30 days of such change.
- I. CONTRACTOR shall be required to provide Disabled Door-to-Truck Service and Paid Door-to-Truck Service at Residential Unit addresses provided to CONTRACTOR in writing by METRO. Disabled Door-to-Truck Service is provided to residents with disabilities and Paid Door-to-Truck Service is provided to pre-qualified residents that have been confirmed by METRO and have executed either a Backdoor Trash Collection Waiver Request ("Disabled Waiver Form") or a Private Road Waiver Form ("Paid Waiver Form"), example forms which are attached hereto as Exhibit C – Backdoor

Trash Collection Waiver Request Form and Exhibit D - Private Road Waiver Request Form. For purposes of the Disabled Waiver Form and Paid Waiver Form only, Waste Management, Inc. of Tennessee is included as an independent contractor retained by METRO to provide Waste collection services to residents in the Urban Services District and qualifies as an "contractor" for the purpose of providing back yard pickup service in accordance with Metropolitan Code Section 10.20.200. Disabled Door-to-Truck Service and Paid Door-to-Truck Services requires that an approved Customer shall place their Cart outside their garage or carport area and a CONTRACTOR employee will roll the Cart to the collection vehicle, empty its contents, and return the Cart to the original location. CONTRACTOR has no obligation to provide Disabled Door-to-Truck Service or Paid Door-to-Truck Service if the original location of the Cart is located more than 100 feet from the curb or roadway where the collection truck stops. CONTRACTOR will be required to provide, at no additional cost, collection of up to a maximum of 500 Customers who qualify for Disabled Door-to-Truck Service for the Annexation collection routes. In the event the number of Disabled Door-to-Truck Customers exceeds 500, then CONTRACTOR shall charge METRO the rate set forth in Exhibit B for additional Disabled Door-to-Truck Service collection. CONTRACTOR shall charge METRO the rate set forth in Exhibit B for any Paid Door-to-Truck Service collections.

- J. The CONTRACTOR shall collect Waste from METRO Customers once per week Monday through Friday, except on the following Holidays (New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day) by suspension of collection services on the holiday. Saturday shall be considered a working day only when a holiday falls on a weekday (Monday through Friday) which causes collection to be deferred by one day beginning on the holiday and sliding to the next working day, including Saturday. Collection shall be provided every scheduled working day, including bad weather days, unless Metro's Director informs CONTRACTOR of a suspension of collection. Holidays may be changed upon the determination of the Director upon thirty (30) days prior written notice to contractor.

VI. Metro's Right to Inspect

- A. METRO shall have the right to:
1. Inspect any facility or project site where any services under the Contract are performed upon reasonable prior written notice to CONTRACTOR.
 2. Inspect any equipment used by the CONTRACTOR to perform services upon reasonable prior written notice to CONTRACTOR.
 3. Inspect and audit the CONTRACTOR'S records related to this work and any invoices and payments sent to METRO upon reasonable prior written notice to CONTRACTOR in accordance with Sections 8.9 and 8.10 of the Contract.

VII. Minimum Qualifications

- A. Proposer must have ten (10) years of experience providing services similar in scope in this contract.
- B. Proposer must supply all materials, equipment and staffing to provide the services required in this contract and in the timeframe described herein.
- C. Proposer must follow all federal, state and local laws, polices or requirements and have all required licenses or permits.
- D. Proposer has not received a corporate criminal conviction within the past three (3) years.
- E. Proposer is not currently rendered ineligible from doing business or receiving monetary benefits with a government agency because of debarment or suspension by EPA.

VIII. Reports and Invoices

- A. CONTRACTOR shall be required to submit regular reports and invoices in a format and frequency mutually approved by the parties. Regular reports include, but are not limited to:
- B. Weekly reports responding to or reporting on the validity of any Customer complaint forwarded by Metro to the contractor. Complaints would include missed pickup, property damage, etc. received by CONTRACTOR.
- C. Monthly reports detailing any Waste collected by the CONTRACTOR under this Contract that is not delivered to the Republic Services AAA Transfer Station, including tonnage records from the mutually agreed disposal facility.

IX. Contactor's Performance

- A. All work of the CONTRACTOR shall be completed in a responsible manner in accordance with the Contract terms. All accidents and incidents must be reported to METRO on the date of occurrence.
- B. CONTRACTOR shall not be responsible for scattered Waste unless the same has been caused by CONTRACTOR, in which case such scattered Waste shall be timely collected by CONTRACTOR. Each of CONTRACTOR'S vehicles shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of Waste onto public or private property.
- C. All Customer service complaints shall be directed to the Metro Government hubNashville 311 call center. Metro Public Works will generate an electronic work order outlining all complaints received. All complaints received by METRO will be sent to CONTRACTOR within one business day of receipt. CONTRACTOR shall recover all verified missed pickups within one business day of receipt. If a missed pickup complaint is received on a Friday, CONTRACTOR will recover the verified missed pickup on the following Monday. CONTRACTOR will respond to other types of Customer complaints received by CONTRACTOR within one business day of receipt. Upon resolution of the complaint by the CONTRACTOR, the CONTRACTOR will close the work order and resubmit to METRO. The CONTRACTOR must inform METRO of the date, time and action taken to resolve the complaint.
- D. Failure to remedy the cause of any verified missed pickup complaint within one business day of receipt by CONTRACTOR will be considered a breach of contract with METRO, subject to all applicable notice and cure language. In lieu of termination, METRO may, but is not required to, assess against CONTRACTOR the following amounts as liquidated damages, which assessments, if any, may be deducted from the applicable invoice payment by METRO on a monthly basis. Prior to deducting any liquidated damages charges from payments due to the CONTRACTOR, METRO shall provide CONTRACTOR with written notice and details of all claims giving rise to any charges it plans to assess, and allow the CONTRACTOR to respond or disprove the claims event. CONTRACTOR shall send its response and/or proof to METRO within 14 days after receipt of notice. If CONTRACTOR fails to respond to METRO'S notice of claimed liquidated damages charges or fails to provide information refuting the claim, then METRO may automatically deduct the total charge from the payment due to the CONTRACTOR. Any liquidated damages assessed but not deducted by METRO within 90 days of the date of the breach will be deemed waived by METRO. Notwithstanding the preceding sentences in this paragraph, the parties agree that no liquidated damages shall be assessed by METRO against CONTRACTOR (i) during the first six months of the

term of this Contract or (ii) during any *force majeure* event or circumstance.

1. Failure to clean up spilled material, or equipment leaks resulting from loading and/or transporting solid waste within one (1) working days of notification: **\$500.00**
2. Failure to collect solid waste from any METRO customer in accordance with the collection route provided by METRO within the CONTRACTOR's designated service area within twenty-four (24) hours of notification of verified missed collection:
 - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit.**
 - b. For any additional misses within a 60 day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
3. Failure to provide collection service to a group of accounts (missed area, or non-completed route, such as an entire street, subdivision or neighborhood) within the contractors designated service area within twenty-four (24) hours of notification of a verified missed collection:
 - a. First Miss: **Monthly contracted rate for ASL and RL route per service unit per service unit multiplied by the number of service units within the missed area/incomplete route.**
 - b. For any additional misses within a 60-day period of the initial missed pickup at the same address: **Double the monthly contracted rate for ASL and RL for any additional miss after the first miss.**
4. **Excessive complaints during any given week. Complaint call volume/online submission of complaints for confirmed missed collections in excess of 200 per week: \$1.00 per call over 200.**
5. Failure to maintain vehicle in manner that prevents nuisances such as leaky seals or hydraulic leaks: **\$100.00 per incident.**

X. Bond

- A. CONTRACTOR must provide a performance bond to METRO prior to execution of the Contract. The bond amount will be based upon the annual estimated fees to be paid by METRO to CONTRACTOR. The first year of the bond will be the projected cost to Metro for the first year of Solid Waste collection service. Every year after, for the life of the Contract, the bond shall be renewed at an amount equal to the previous year's Contract cost. The bond must be issued by a surety, duly authorized to do business in the State of Tennessee. The bond must be accompanied by a "power of attorney" evidencing that the person executing the bond is duly authorized to do so on behalf of the surety.

EXHIBIT B - Pricing and Rates

Residential Waste Collection Services

Waste Management Inc of Tennessee

1. Residential Weekly Alley and Curbside Trash Collection - 5 Year Contract with Optional 5 Year Extension

Route Number	Route Type	Houses/ Route	Price/Trash Cart	Cost	Additional Carts/Route	Price/Additional Cart	Cost
9107S	RL	721	\$ 2.65	\$ 1,913.42	93	\$ 1.50	\$ 139.50
9108S	RL	697	\$ 2.65	\$ 1,849.73	84	\$ 1.50	\$ 126.00
9207S	RL	778	\$ 2.65	\$ 2,064.69	131	\$ 1.50	\$ 196.50
9208S	RL	643	\$ 2.65	\$ 1,706.42	126	\$ 1.50	\$ 189.00
9304S	RL	738	\$ 2.65	\$ 1,958.54	115	\$ 1.50	\$ 172.50
9305S	RL	815	\$ 2.65	\$ 2,162.88	131	\$ 1.50	\$ 196.50
9407S	RL	550	\$ 2.65	\$ 1,459.62	119	\$ 1.50	\$ 178.50
9408S	RL	367	\$ 2.65	\$ 973.96	99	\$ 1.50	\$ 148.50
9504S	RL	659	\$ 2.65	\$ 1,748.88	138	\$ 1.50	\$ 207.00
9506S	RL	633	\$ 2.65	\$ 1,679.88	130	\$ 1.50	\$ 195.00
9212A	ASL	695	\$ 1.73	\$ 1,202.88	30	\$ 0.92	\$ 27.69
9214A	ASL	696	\$ 1.73	\$ 1,204.62	24	\$ 0.92	\$ 22.15
9312A	ASL	746	\$ 1.73	\$ 1,291.15	21	\$ 0.92	\$ 19.38
9314A	ASL	835	\$ 1.73	\$ 1,445.19	19	\$ 0.92	\$ 17.54
9412A	ASL	687	\$ 1.73	\$ 1,189.04	18	\$ 0.92	\$ 16.62
9414A	ASL	718	\$ 1.73	\$ 1,242.69	23	\$ 0.92	\$ 21.23
9512A	ASL	823	\$ 1.73	\$ 1,424.42	17	\$ 0.92	\$ 15.69
9514A	ASL	701	\$ 1.73	\$ 1,213.27	17	\$ 0.92	\$ 15.69
NEW District 3*	ASL	800	\$ 1.73	\$ 1,384.62	20	\$ 0.92	\$ 18.46
NEW District 3*	ASL	800	\$ 1.73	\$ 1,384.62	20	\$ 0.92	\$ 18.46
Annual Total		14,102					

*Estimated Numbers

Description	Cost/Cart
Cost/Disabled Backdoor Customer after 500	\$ 2.65

Description	Cost/Cart
Cost/Paid Backdoor Customer	\$ 3.50

2. Emergency Services

Description	Route Type	Estimated Houses/ Week	Price/Trash Cart	Cost	Estimated Additional Carts/Week	Price/Additional Cart	Cost
Group A. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	28,800	\$ 3.23	\$ 92,979.69	4,800	\$ 1.86	\$ 8,939.08
Group B. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	28,800	\$ 3.23	\$ 92,979.69	6,200	\$ 1.86	\$ 11,546.31
Group C. Residential Cart Collection. 7 Routes/day 5 days/week	Automated	29,800	\$ 3.23	\$ 96,208.15	5,100	\$ 1.86	\$ 9,497.77
Group D. Residential Cart Collection. 4 Routes/day 5 days/week	Rearloader	9,400	\$ 3.69	\$ 34,686.00	2,000	\$ 2.13	\$ 4,255.38

Description	Cost/Cart
Cost/Disabled Backdoor Customer after 875 for Automated, 500 for Rear-loader	\$ 3.50

Description	Cost/Cart
Cost/Paid Backdoor Customer	\$ 3.50

Note: The estimated quantities listed in Columns C and F are estimates only. Metro does not guarantee any minimum or maximum amount of products to be purchased.



Metropolitan Nashville & Davidson County

Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207
Phone: 615-862-5000 Fax: 615-862-8619



Backdoor Trash Collection Waiver Request

Service Address

Mailing Address (if different from Service Address)

Name: _____
Address: _____
City/Zip Code: _____
Phone Number: _____

Residents in the Urban Services District with Metro Waste Services trash collection are eligible for Backdoor Trash Waivers if they have a documented disability and no one in the home to assist them. **(Metropolitan Code, Section 10.20.220)**

Disability - The Department shall deem a person to have a “documented disability” qualifying the person for free backyard collection service upon receipt of an application accompanied by a written statement from a physician certifying that the person is disabled by a condition, the nature of which is specified, so as not to be able to, without great difficulty, place the person’s garbage and rubbish collection containers in an adjacent alley, on the adjacent curb or on the side of a public road or street at a location approved by the Department as provided in this section.

YOU MUST ATTACH THE FOLLOWING:

1. **A written statement from your doctor.**
2. **Copy of your identification showing your name and address (Driver’s License, voter’s registration card, etc).**

Certification

I have a physical disability that prevents me from performing this task and have no one in my home to assist me. I understand the following:

- Metro Waste Services has the right to verify a need for this waiver.
- I will report any changes in my circumstances such as moving to another address or having someone in my home to help me to Metro Waste Services at 615-862-5000.
- Yard waste must be placed at the curb or alley for collection.
- Waivers are valid for two (2) years.
- My carts will be placed in a convenient and safe point in the yard/driveway for small truck access. If behind a gate, the gate must be at least 40 inches wide and left open to provide safe and convenient access.

By signing this waiver, I certify that the above information is true to the best of my knowledge, and I grant access to my collection containers by all Metropolitan Government vehicles, personnel, and contractors for the purpose of providing Backdoor Collection Services in accordance with Metropolitan Code Section 10.20.220. I agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein. I warrant that my property is free from known defects and that access to my trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

Signature

Date

RETURN COMPLETED FORM TO:
Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207



Requests for ADA accommodation should be addressed 615-862-5000.



Metropolitan Nashville & Davidson County

Metro Nashville Waste Services
943 Dr. Richard G. Adams Dr., Nashville, TN 37207
Phone: 615-862-5000 Fax: 615-862-8619



Private Road Waiver

Name of Streets and/or Homeowner's Association:

Contact Name:

Contract Address:

Phone Number:

By signing this waiver, I certify that I am the property owner, an agent of the owner with the actual authority to waive the owner's rights to the full extent contemplated herein, and/or have the authority to bind the above homeowners association to this agreement for the provision of trash and recycling collection by the Metropolitan Government of Nashville and Davidson County ("Metro") at the above listed Premises utilizing my private or the HOA's private road(s) and/or driveway(s).

I/The HOA has requested that Metro provide collection service at the Premises. I/The HOA understand that, if the private roads or driveways at the Premises are not built to withstand the weight of Metro's collection vehicles, damage may result to such roads or driveways or other property at the Premises, even if Metro takes normal precautions in operating its vehicles.

I/The HOA hereby grant access to collection containers by all Metro vehicles, personnel, and contractors for the purpose of providing trash and recycling collection.

As a condition to Metro providing the requested services, I/the HOA agree to indemnify and hold Metro and its contractors harmless against any and all claims and liabilities asserted by third parties alleging any damage or loss resulting from the services contemplated herein and to waive and release Metro from any claims and liabilities resulting from the services contemplated herein.

I/the HOA warrant that the Premises is free from known defects and that access to trash collection containers is designed to withstand commercial trash collection equipment and vehicle traffic.

This wavier shall be binding upon the successors and assigns of Property owner and/or HOA, including but not limited to any subsequent property owner of the Premises. Property Owner and/or HOA agrees to notify Metro in advance of any such change.

Please include any additional necessary signatures i.e. association president, property owners, etc.

Signatures (I/we certify that the above information is true to the best of my/our knowledge).

Date

RETURN COMPLETED FORM TO:

Metro Waste Services – Private Road/Homeowner Association Approval
943 Dr. Richard G. Adams Dr., Nashville, TN 37207



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2023

4/20/2022

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 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME: PHONE (A/C. No. Ext): _____ FAX (A/C. No): _____ E-MAIL ADDRESS: _____												
INSURER(S) AFFORDING COVERAGE													
INSURED 1300299 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 2555 MERIDIAN BOULEVARD, SUITE 200 FRANKLIN TN 37067	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: ACE American Insurance Company</td> <td style="width: 20%; text-align: center;">22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td style="text-align: center;">43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Company</td> <td style="text-align: center;">20702</td> </tr> <tr> <td>INSURER D: ACE Property & Casualty Insurance Co</td> <td style="text-align: center;">20699</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER A: ACE American Insurance Company	22667	INSURER B: Indemnity Insurance Co of North America	43575	INSURER C: ACE Fire Underwriters Insurance Company	20702	INSURER D: ACE Property & Casualty Insurance Co	20699	INSURER E:		INSURER F:	
INSURER A: ACE American Insurance Company	22667												
INSURER B: Indemnity Insurance Co of North America	43575												
INSURER C: ACE Fire Underwriters Insurance Company	20702												
INSURER D: ACE Property & Casualty Insurance Co	20699												
INSURER E:													
INSURER F:													

COVERAGES TNHEISKE **CERTIFICATE NUMBER:** 18130867 **REVISION NUMBER:** XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	HDO G72492365	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	MMT H25550328	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____	Y	Y	XEUG27929242 007	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B A 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	Y N/A	WLR C68918595 (AOS) WLR C68918558 (AZ,CA & MA) SCF C68918637 (WI)	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
A	EXCESS AUTO LIABILITY	Y	Y	XSA H25550286	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED IN FAVOR OF METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND VOLUNTEERS ON ALL POLICIES (EXCEPT WORKERS' COMPENSATION/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT. RE: RFQ/CONTRACT NUMBER XXXXXX/181234. RFQ# 181234/CONTRACT NUMBER 6510020.

CERTIFICATE HOLDER

CANCELLATION

18130867 PURCHASING AGENT METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY METRO COURTHOUSE 1 PUBLIC SQUARE 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
---	---

January 28, 2022

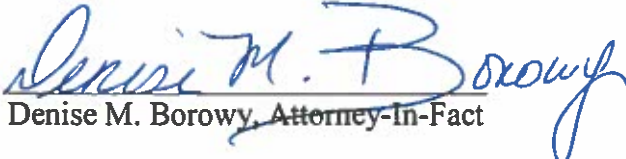
METRO NASHVILLE GOVERNMENT
730 2ND AVENUE SOUTH
STE 101
NASHVILLE, TN 37210

To Whom It May Concern:

We have reviewed the Proposal of Waste Management, Inc. of Tennessee, for the Residential Waste Collection Services; RFQ# 181234. We understand that Performance Bond will be effective July 1, 2022 for the above project, and are advised that this Proposal has been accepted and the Contract awarded to Waste Management, Inc. of Tennessee, Evergreen National Indemnity Company will provide the required Bond(s).

Evergreen National Indemnity Company is a 570 Circular Treasury Listed company, with an A-A.M. Best Rating and duly licensed to do business in the State of Tennessee.

By: *Evergreen National Indemnity Company*


Denise M. Borowy, Attorney-In-Fact

EVERGREEN NATIONAL INDEMNITY COMPANY
INDEPENDENCE, OH
POWER OF ATTORNEY

POWER NO. CONSENT

KNOW ALL MEN BY THESE PRESENTS: That the Evergreen National Indemnity Company, a corporation in the State of Ohio does hereby nominate, constitute and appoint: *****Denise M. Borowy*****

its true and lawful Attorney(s)-In-Fact to make, execute, attest, seal and deliver for and on its behalf, as Surety, and as its act and deed, where required, any and all bonds, undertakings, recognizances and written obligations in the nature thereof.

This Power of Attorney is granted and is signed by facsimile pursuant to the following Resolution adopted by its Board of Directors on the 23rd day of July, 2004:

"RESOLVED, That any two officers of the Company have the authority to make, execute and deliver a Power of Attorney constituting as Attorney(s)-in-fact such persons, firms, or corporations as may be selected from time to time.
FURTHER RESOLVED, that the signatures of such officers and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile; and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company; and any such powers so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the Evergreen National Indemnity Company has caused its corporate seal to be affixed hereunto, and these presents to be signed by its duly authorized officers this 1st day of December, 2014.

EVERGREEN NATIONAL INDEMNITY COMPANY



By: *Matthew T. Tucker*
Matthew T. Tucker, President
By: *David A. Canzone*
David A. Canzone, CFO

Notary Public)
State of Ohio) SS:

On this 1st day of December, 2014, before the subscriber, a Notary for the State of Ohio, duly commissioned and qualified, personally came Matthew T. Tucker and David A. Canzone of the Evergreen National Indemnity Company, to me personally known to be the individuals and officers described herein, and who executed the preceding instrument and acknowledged the execution of the same and being by me duly sworn, deposed and said that they are the officers of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of said Corporation, and that the resolution of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Cleveland, Ohio, the day and year above written.



PENNY M HAMM
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
04-04-2022

Penny M. Hamm
Penny M. Hamm, Notary Public
My Commission Expires April 4, 2022

State of Ohio) SS:

I, the undersigned, Secretary of the Evergreen National Indemnity Company, a stock corporation of the State of Ohio, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth herein above, is now in force.

Signed and sealed in Independence, Ohio this 28th day of January 2022



Wan C. Collier
Wan C. Collier, Secretary



Notice of Intent to Award

Solicitation Number	181234	Award Date	12/30/2021 9:25 AM CST
Solicitation Title	Residential Waste Collection Services		
Buyer Name	Scott Ferguson	Buyer Email	scott.ferguson@nashville.gov
BAO Rep	Christopher Wood	BAO Email	christopher.wood@nashville.gov

Awarded Supplier(s)

In reference to the above solicitation and contingent upon successful contract negotiation, it is the intent of the Metropolitan Government of Nashville and Davidson County to award to the following supplier(s):

Company Name	Waste Management of Tennessee	Company Contact	Stephanie Peterson	
Street Address	1430 Antioch Pike			
City	Antioch	State	TN	Zipcode 37013

Company Name	Waste Pro	Company Contact	Lori Cate	
Street Address	2187 Stateline Road			
City	Southaven	State	MS	Zipcode 38671

Company Name	Waste Connections of Tennessee	Company Contact	Greg Kizer	
Street Address	50 Reynolds St			
City	Clarksville	State	TN	Zipcode 37040

Certificate of Insurance

The awarded supplier(s) must submit a certificate of insurance (COI) indicating all applicable coverage required by the referenced solicitation. The COI should be emailed to the referenced buyer no more than 15 days after the referenced award date.

Equal Business Opportunity Program

Where applicable, the awarded supplier(s) must submit a signed copy of the letter of intent to perform for any and all minority-owned (MBE) or woman-owned (WBE) subcontractors included in the solicitation response. The letter(s) should be emailed to the referenced business assistance office (BAO) rep no more than two business days after the referenced award date.

Yes, the EBO Program is applicable.

No, the EBO Program is not applicable.

Monthly Reporting

Where applicable, the awarded supplier(s) will be required monthly to submit evidence of participation and payment to all small (SBE), minority-owned (MBE), women-owned (WBE), LGBT-owned (LGBTBE), and service disabled veteran owned (SDV) subcontractors. Sufficient evidence may include, but is not necessarily limited to copies of subcontracts, purchase orders, applications for payment, invoices, and cancelled checks.

Questions related to contract compliance may be directed to the referenced BAO rep.

Yes, monthly reporting is applicable.

No, monthly reporting is not applicable.

Public Information and Records Retention

Solicitation and award documentation are available upon request. Please email the referenced buyer to arrange.

A copy of this notice will be placed in the solicitation file and sent to all offerors.

Right to Protest

Per MCL 4.36.010 – 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.

____ Supervisor (Initial)

Michelle A. Hernandez Lane
Michelle A. Hernandez Lane
Purchasing Agent & Chief Procurement Officer

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RFQ# 181234 - Residential Waste Collection Services			
Evaluation Criteria - Regular Weekly Services	Waste Connections of Tennessee	Waste Management of Tennessee	Waste Pro
Licensing Requirements	Yes	Yes	Yes
Background Check Acceptance	Yes	Yes	Yes
Solicitation Acceptance	Yes	Yes	Yes
Contract Acceptance	With Exceptions	With Exceptions	With Exceptions
ISA Questionnaire Completed and Terms Accepted	Yes	Yes	Yes
Firm and Team Qualifications (25 Points)	6	23	25
Team Experience (25 Points)	0	25	25
Pricing (35 Points)	19.34	35.00	32.56
Totals	25.34	83.00	82.56

Strengths & Weaknesses

Waste Connections of Tennessee

Strengths: Firm identified key staff for the work to be performed as part of this solicitation.

Weaknesses: Firm did not provide a complete list of 10 projects of similar size and scope where their company provided residential waste collection services. Firm's overall all proposal lacked the details that was requested.

Waste Management of Tennessee

Strengths: Firm provided a detailed written inventory of all vehicles used in providing service. Firm provided innovative approaches to provide services including alternate fuel vehicles. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

Weaknesses: Firm's identification of key staff did not contain specific local staff for the work to be performed as part of this solicitation.

Waste Pro

Strengths: Firm identified key staff, their roles and qualifications including an organization chart for the work to be performed as part of this solicitation. Firm provided details regarding starting the services before the requested timeline as outlined in the solicitation. Firm provided a detailed list of the inventory of all vehicles that will be used to provide services for this solicitation. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

Weaknesses:

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RFQ# 181234 - Residential Waste Collection Services		
Evaluation Criteria - Emergency Services	Waste Connections of Tennessee	Waste Management of Tennessee
Licensing Requirements	Yes	Yes
Background Check Acceptance	Yes	Yes
Solicitation Acceptance	Yes	Yes
Contract Acceptance	With Exceptions	With Exceptions
ISA Questionnaire Completed and Terms Accepted	Yes	Yes
Firm and Team Qualifications (25 Points)	6	23
Team Experience (25 Points)	0	25
Emergency Services (15 Points)	5	11
Pricing (35 Points)	26.39	35.00
Totals	37.39	94.00

Strengths & Weaknesses

Waste Connections of Tennessee

Strengths: Firm identified key staff for the work to be performed as part of this solicitation.

Weaknesses: Firm did not provide a complete list of 10 projects of similar size and scope where their company provided residential waste collection services. Firm's overall all proposal lacked the details that was requested. Firm did not adequately describe their ability to provide emergency and/or on call services.

Waste Management of Tennessee

Strengths: Firm provided a detailed written inventory of all vehicles used in providing service. Firm provided innovative approaches to provide services including alternate fuel vehicles. Firm provided a complete list of 10 projects of similar size and scope where their company provided residential waste collection services.

Weaknesses: Firm's identification of key staff did not contain specific local staff for the work to be performed as part of this solicitation. Firm did not adequately describe the their capacity to provide assistance on short notice, including available equipment and staff.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Residential Waste Collection Services.; RFQ# 181234			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Connections of Tennessee	\$12,836,421.49	\$0.00	19.34	0.00	19.34
Waste Management of Tennessee	\$7,092,249.38	\$0.00	35.00	0.00	35.00
Waste Pro	\$7,624,184.23	\$0.00	32.56	0.00	32.56

* For Regular Weekly Services

Solicitation Title & Number			RFP		
			RFP Cost Points	SBE/SDV Points	Total Cost Points
Residential Waste Collection Services.; RFQ# 181234			35	0	35
Offeror's Name	Total Bid Amount	SBE/SDV Participation Amount	RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
Waste Connections of Tennessee	\$101,804,750.64	\$0.00	26.39	0.00	26.39
Waste Management of Tennessee	\$76,752,269.94	\$0.00	35.00	0.00	35.00

* For Emergency Services

1-11 (N0447640xD719A) WM-3-17-2022 4-11-22 WM EDITS 4-20-2022

Main document changes and comments

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Residential

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Solid

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WM objects to all provisions in paragraphs 1 through 7 of the General Terms and Conditions contained in Section A-1 and the Definitions in Section A-2 concerning the Information Security Agreement. Since this contract is for waste services and does not involve software, information security, or technology, this language should be stricken.

METRO COMMENT – ISA Agreement will not be included in the agreement.

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i.
Exhibit C – Disabled Backdoor

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i. *Waiver Request Form*
Exhibit D – Backdoor

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Backdoor

i.

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Private Road

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Waiver Request Form

i.

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and/or Light Commercial Unit

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Disabled Door-to-Truck Service: A special Cart collection service provided by Contractor to those Residential Unit Customers the City has determined qualify as disabled, who are unable to roll their Cart to the Curb, and who are

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pre-qualified by confirming with METRO via the Exhibit C – Disabled Backdoor

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Disabled

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Trash Collection

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Waiver Request Form are

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- A. allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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- A. **Light Commercial Unit:** A small retail business or small office commercial type of business that generates no more than two (2) cubic yards of Waste per week, excluding Unacceptable Waste, which is deposited into a Polycart for collection. The City will approve all such Light Commercial Units designated under this Agreement and will notify Contractor in writing of the service address locations.

- A. **Light Commercial Waste:** All Refuse and Garbage generated by a Customer at a Light Commercial Unit, excluding Unacceptable Waste.

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fewer than

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or fewer

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and Light Commercial

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Paid Door-to-Truck Service: A special Cart collection service provided by CONTRACTOR to those one- or two-family Residential Unit Customers pre-qualified by confirming with METRO via the Exhibit D – Backdoor

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Backdoor

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Private Road

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Waiver Request Form.. These Customers will be allowed to place their Cart outside their garage or carport, where the Cart is visible from the street, for collection service.

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Customers with

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residential waste

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Solid Waste

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Emergency service collection to be negotiated under a separate contract

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and/or Light Commercial Unit

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If METRO fails to timely pay WM's invoices, WM should have the right to assess a late fee or late charge to the extent allowed by law. WM also has, upon providing written notice to METRO, the right to suspend its services if payment is more than 60 days' past due.

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and Light Commercial

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CONTRACTOR will perform an annual physical count of Residential and Light Commercial Units. Accordingly, such Count will include single-family residential dwellings and certain high-density dwellings, such as townhouses, duplexes and condominiums.

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and Light Commercial

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beginning of every three months

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METRO – I have added the language regarding weekly billing that Sharon circulated in her revised draft

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end of each week

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all monthly

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during that same 3-month period

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working

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month before the beginning of the new quarter

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week

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Billing and Payment will occur monthly based on the sums of the weekly Residentialhouse

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house

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Unit

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Count, Light Commercial

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Unit

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, Paid Door-to-Truck Service Count

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and Bbackdoor

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Bbackdoor

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Disabled Door-to-Truck Service

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Count as they exist as of the last day of the billing month.

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METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any undisputed invoice. If METRO disputes CONTRACTOR'S invoice or any portion thereof, then METRO shall notify CONTRACTOR in writing of the basis of the dispute within twenty (20) days of receiving the invoice. All disputed invoices or portions thereof must be resolved by the parties within 21 days of METRO'S receipt of CONTRACTOR'S notice of the dispute (or a longer period if mutually agreed by the parties). Except for invoiced payments that METRO has disputed in good faith, CONTRACTOR has the right to assess any late payments a late charge in the amount of interest at the lesser of the rate of 2.50% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. METRO acknowledges that any late charge assessed by CONTRACTOR is not to be considered as interest on debt or a finance charge and is a reasonable charge for the anticipated loss and cost to CONTRACTOR for late payment.

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METRO shall provide billing and bill collection be responsible for payment to Contractor for Waste collection services for Customers invoiced monthly during the term of this Agreement. Within twenty (20) days after the end of each month during which collection services are provided by CONTRACTOR hereunder. CONTRACTOR shall submit to METRO an invoice setting forth sums due by METRO to CONTRACTOR for all services rendered under this Contract for the prior month. METRO shall remit to CONTRACTOR payment for such services within thirty (30) days after receipt of any invoice. If METRO fails to timely pay CONTRACTOR'S invoices, CONTRACTOR has the right to assess a late fee, interest or late charges at the highest rate permitted by law.

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be responsible for payment to Contractor for

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Waste collection

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invoiced monthly

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METRO – This language regarding late fees/interest is still under review internally by WM's finance team. We will confer with you on it as soon as we have an answer.

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shall

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may

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that METRO direct bills and

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may

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agrees to

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as requested by METRO

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for failure to timely pay invoices

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/Descalation

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1.1.

A. The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit B and will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation/de-escalation adjustments and continuing annually on each July 1 thereafter. The Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1997 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve published months

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which incorporates the required sixty-day notice

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by CONTRACTOR)

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for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase/decrease percentage change is determined, then the average percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to Purchasing Agent

no less than sixty (60) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that if the calculated percentage adjustment for any annual C.P.I. escalation increases/decreases the Base Rate by more than five percent (5%), then, CONTRACTOR shall implement only fifty percent (50%) of any such percentage increase/decrease to the Base Rate that is above five percent (5%). For clarity, if the annual C.P.I. adjustment is five percent (5%) or below, then the Base Rates shall be increased/decreased

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decreased

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by the applicable C.P.I. percentage in full.

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This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office. The parties agree that the Base Rates charged by CONTRACTOR for services will remain fixed as set forth in Exhibit Band will not be adjusted until July 1, 2023. Starting on July 1, 2023, this Contract is eligible for annual escalation adjustments and continuing annually on each July 1 thereafter, the Base Rates for services shall be adjusted by the average monthly percentage increase in the Consumer Price Index, US City Average for All Urban Consumers, Water, Sewer, Trash, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") over the twelve most recently published months for which the data has been published. The average will be computed by calculating the percentage change in the CPI each month during the applicable 12-month period. Once that average increase percentage change is determined, then the average increase percentage change for the 12-month period during the immediately prior year will be subtracted therefrom. The difference shall be the percentage increase or decrease adjustment that will be applied to the then current Base Rates. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision. Documentation and/or an explanation supporting the requested change in condition for such C.P.I. increase shall be submitted by CONTRACTOR to METRO at least thirty (30) days prior to implementing the change. Notwithstanding the foregoing in this paragraph, the parties agree that CONTRACTOR may not increase the Base Rate by more than [redacted] five percent (5%) of the then current rate for any annual C.P.I. adjustment. INSERT ESCALATION SHARING LANGUAGE HERE.

Page 6: Inserted Scott Ferguson 4/6/2022 8:43:00 AM

This Contract is eligible for annual escalation/de-escalation adjustments. The request for adjustment must be in accordance with Exhibit A and submitted by CONTRACTOR to the Purchasing Agent no less than sixty (60) days prior to the annual anniversary of the filing of this Contract with the METRO Clerk's Office. Any such adjustment, if approved by the Purchasing Agent, shall become effective on the anniversary of the filing of this Contract with the METRO Clerk's Office.

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Page 6: Commented [WC6] **Carlyle White** **2/1/2022 12:10:00 PM**

The business teams of the parties still need to discuss a percent increase cap for Base Rate increases.

Page 6: Commented [WC7R6] **Carlyle White** **3/17/2022 2:39:00 PM**

METRO – This language is still under review internally by WM’s business team. We will confer with you as soon as we have an answer.

Page 6: Inserted **Scott Ferguson** **4/6/2022 8:45:00 AM**

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Page 6: Commented [FS(10)] **Scott Ferguson** **1/6/2022 3:33:00 PM**

WM requires the right to increase its rates annually based on the average monthly increase during the applicable 12-month period in the Consumer Price Index for Water, Sewer, and Trash. WM cannot agree to the language in section 4.4 of the Terms that gives METRO discretionary approval of the requested annual adjustment nor can WM agree to cap the increase at 2% as described in the Annual Escalation/De-escalation Adjustments paragraph of the Scope of Work. WM requests the right to negotiate mutually acceptable annual increase language with METRO.

Page 6: Inserted **Scott Ferguson** **4/6/2022 8:46:00 AM**

INSERT ESCALATION SHARING LANGUAGE HERE

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Page 6: Commented [FS(8)] **Scott Ferguson** **4/6/2022 8:46:00 AM**

Insert Escalation Language to define a mechanism to accommodate increases greater than 5% annually to be provided by WM

Page 6: Commented [FS(9R8)] **Scott Ferguson** **4/6/2022 8:47:00 AM**

Page 6: Inserted **Scott Ferguson** **4/6/2022 8:46:00 AM**

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Page 6: Commented [FS(11)] **Scott Ferguson** **4/6/2022 8:53:00 AM**

WM To provide language to create mechanism for mutually approving uncontrollable price increases.

Page 6: Inserted **Scott Ferguson** **4/8/2022 11:36:00 AM**

shall also be entitled to an additional increase in Base Rates from time to time during Contract Term to offset any change in uncontrollable conditions that increase the CONTRACTOR’s costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation

supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made via a

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Acceptance and must be submitted to METRO upon sixty (60) days' written notice prior to the implementation date.

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shall also be entitled to an increase in Base Rates from time to time during Contract Term, and upon thirty (30) days' written notice to METRO, to offset any change in uncontrollable conditions that increase the CONTRACTOR's costs, including, but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the CONTRACTOR is to operate, or changes in federal, state or local laws, rules or regulations. Documentation and/or an explanation supporting the requested change in condition for such increase shall be submitted by CONTRACTOR to METRO at the time CONTRACTOR's request is made.

Page 7: Inserted White, Carlyle 3/17/2022 2:48:00 PM

, if any,

Page 7: Commented [FS(12) Scott Ferguson 4/6/2022 9:02:00 AM

WM to provide language that includes a Dispute Resolution Process as part of Breach language.

Page 7: Inserted Scott Ferguson 4/8/2022 11:51:00 AM

Page 7: Inserted Ferguson, Scott (Finance) 4/8/2022 3:13:00 PM

The parties shall first attempt to promptly resolve any controversy, claim or dispute arising out of or relating to the Contract or the construction, interpretation, performance, breach, termination, enforceability or validity thereof by face-to-face (or virtual video call) negotiation between representatives who have full and complete authority to settle any such controversy, claim, or dispute. If a dispute arises concerning this Agreement or any purchase order, a meeting of the parties shall be held within 10 business days after either party gives the other party written notice of the dispute (the "Dispute Notice"). The Dispute Notice shall set forth in reasonable detail the aggrieved party's position and its proposal for resolution of the dispute. A representative of each party who has full authority to resolve the dispute shall be in attendance at all meetings. If the dispute is not resolved within thirty (30) calendar days after the first meeting of the parties, (or such extended time period as to which the parties may mutually agree), the parties may deliberate in good faith the alternative methods of dispute resolution, other than litigation, that may then be

available to them as a means to efficiently and economically resolve the dispute while preserving the parties' relationship under the Agreement and the purchase order in question, giving due consideration to the nature of the pending issues and matters in the dispute. Statements made or positions taken by a party during negotiations to resolve the dispute are deemed privileged and confidential as settlement discussions and may not be introduced as evidence or otherwise be presented, alluded to or used in any subsequent proceeding (including mediation or litigation) against the party whose statement is in question. If the parties are unable to reach agreement on an alternative method of dispute resolution within thirty (30) calendar days after the parties first begin consideration of alternatives to litigation or such time period as mutually agreed by the parties, either party is then free to use any other available remedy.

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Page 8: Commented [FS(13)] **Scott Ferguson** **1/6/2022 3:34:00 PM**

With regard to the Breach provision in Section 5.1 of the Terms, WM requests such violations shall be "material" to constitute a breach and that METRO must identify any such breach "in writing" to WM. WM also requests the same right to terminate the contract set out in Section 5.1 that METRO has. In other words, if METRO defaults in performance of the contract and fails to cure within 30 days after receiving written notice, then WM may terminate the contract.

Page 8: Commented [AM(14R13)] **Amos, Macy (Legal)** **1/11/2022 2:03:00 PM**

We are okay with a mutual breach. I've updated the contract to reflect the same.

Page 8: Commented [WC15R13] **Carlyle White** **3/15/2022 2:27:00 PM**

Thank you

Page 8: Inserted **Scott Ferguson** **4/6/2022 9:08:00 AM**

Reserved

1.1.

Page 8: Commented [FS(16)] **Scott Ferguson** **4/6/2022 9:08:00 AM**

Will address Notice in 5.1 Breach language.

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Notice

1.1.

Page 8: Deleted **Scott Ferguson** **4/5/2022 9:53:00 AM**

If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within thirty days, then the other party may terminate this agreement upon 14 days' written notice.

Page 8: Inserted Carlyle White 3/15/2022 2:27:00 PM

If either party files a petition for bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within thirty days, then the other party may terminate this agreement upon 14 days' written notice

Page 8: Commented [FS(17)] Scott Ferguson 1/6/2022 3:35:00 PM

WM objects to the provision in Section 5.3 of the Terms that allows METRO to terminate the contract for convenience. To fulfill the scope of work, WM will commit significant labor and trucks and, as such, objects to any termination for convenience rights by either party.

Page 8: Commented [WC18R17] Carlyle White 3/15/2022 2:26:00 PM

METRO - WM has proposed language for termination in the event a party files for bankruptcy or become insolvent. We believe this type of termination instead of a no cause termination for convenience would address the concerns that METRO raised during the last call.

Page 9: Commented [FS(19)] Scott Ferguson 1/7/2022 2:30:00 PM

WM takes exception to certain Insurance language in Section 7.1 of the Terms, including (a) the requirement that METRO be named as an additional insured on all the requested insurance policies. METRO cannot be named as additional insured under WM's workers' compensation/employer's liability policy; (b) the requirement that the contractor provide products liability and professional liability insurance which are not applicable to a waste services contract; (c) the Cyber Liability and Technological Errors and Omissions insurance requirements since this contract is for services that do not involve, software, information security or technology; (d) the language requiring certified copies of its insurance endorsements or policies, if requested, and (e) the language in the first paragraph of subsection 7.10 because WM's insurance will cover liability assumed under an insured contract. WM's policies provide 30 days' notice of cancellation or expiration but not changes in coverage, and 10 days' notice for cancellation due to premium non-payment. Further, WM's deductibles or self-insured retention amounts are considered proprietary information that WM will not disclose. WM objects to all places in the RFQ where the above requirements are stated.

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Page 10: Commented [WC20] Carlyle White 1/28/2022 4:15:00 PM

Waste Management objects to the language because our insurance will cover liability assumed under an insured contract. Metro is also being named as an additional insured under the required business automobile policy and commercial general liability policy.

Page 11: Commented [WC21] Carlyle White 1/28/2022 3:54:00 PM

Waste Management does not provide copies of its insurance policies to customers.

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Page 11: Commented [WC22] Carlyle White 1/28/2022 4:09:00 PM

Waste Management does not disclose or allow its customers to approve its insurance deductibles.

Page 11: Commented [FS(23)] Scott Ferguson 1/7/2022 2:32:00 PM

WM objects to the warranty language in Section 8.2 of the Terms because this provision is applicable to a contract for goods or products, not services. WM is willing to provide a warranty that its services are performed in a safe and workmanlike manner and that it has obtained all required permits and licenses.

Page 11: Commented [AM(24R23)] Amos, Macy (Legal) 1/11/2022 2:06:00 PM

This is acceptable to Metro.

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Page 12: Commented [WC25] Carlyle White 1/28/2022 4:35:00 PM

Waste Management objects to this overly broad definition of sensitive information. Metro must be able to specifically identify or mark sensitive information.

Page 12: Commented [FS(26)] Scott Ferguson 1/7/2022 2:36:00 PM

WM takes exception to Section 8.6 of the Terms that pertains to a Business Associate Agreement (“BAA”) and notifying METRO of any data breach under the BAA. METRO will not be providing any data or information that falls within the scope of a BAA and WM will not enter into a BAA with METRO as a result of the RFQ. This section should be stricken from the contract.

Page 12: Commented [FS(27R26)] Scott Ferguson 1/13/2022 10:12:00 AM

BAA Language removed and this was approved by John Griffey

Page 12: Commented [WC28R26] Carlyle White 3/15/2022 2:53:00 PM

METRO - WM can agree to a 72-hour notice period as discussed during the last call

Page 12: Deleted Carlyle White 2/25/2022 2:03:00 PM

within the time prescribed under applicable law after

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within

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72 hours of

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Page 13: Commented [FS(29)] Scott Ferguson 1/7/2022 2:38:00 PM

Regarding Section 8.8 of the Terms, WM agrees to defend any suit that may be brought by a third party against METRO to the extent based on a claim that the services furnished by WM infringe another's intellectual property. WM also requires the insertion of the words "at its own cost" to the end of the sentence that says METRO reserves the right to participate in the defense of any such action.

Page 13: Commented [AM(30R29)] Amos, Macy (Legal) 1/11/2022 2:07:00 PM

Inserted the requested language.

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Page 14: Commented [FS(31)] Scott Ferguson 1/7/2022 2:38:00 PM

With regard to the language in Section 8.9 of the Terms, WM will allow an examination of its books, records and documents that relate to its bonds, services provided, and rates charged per the final contract. Beyond that, WM takes exception.

Page 14: Commented [AM(32R31)] Amos, Macy (Legal) 1/11/2022 2:08:00 PM

This should be acceptable.

Please propose language that will work for WM.

Page 14: Commented [FS(33)] Scott Ferguson 1/7/2022 2:39:00 PM

With regard to the language in Section 8.10, WM objects to allowing METRO to review and perform a security assessment of its information security management practices because this contract is for services that do not involve, software, information security or technology.

Page 14: Commented [AM(34R33)] Amos, Macy (Legal) 1/11/2022 2:08:00 PM

Please see modified language.

Page 14: Commented [WC35] Carlyle White 1/28/2022 5:35:00 PM

Waste Management objects to outside consultants/auditors that it does not approve to enter our premises to observe operations and records related to this Contract.

Page 15: Commented [WC36] Carlyle White 1/28/2022 5:41:00 PM

Waste Management objects to this overly broad definition of Metro property and a work for hire relationship for the waste collection services provided under this agreement.

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Page 17: Commented [FS(37)] Scott Ferguson 1/7/2022 2:50:00 PM

WM objects to the sentence in the Assignment provision in Section 8.22 of the Terms that says any assignment or transfer shall not release contractor from its obligations hereunder. If METRO consents to an assignment, then the contractor should be released and have no responsibility for the assignee's performance of the contract.

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Page 17: Commented [FS(38)] Scott Ferguson 1/7/2022 2:51:00 PM

WM requests that the Force Majeure provision in Section 8.24 of the Terms include the words pandemic, epidemic, and labor and equipment shortages.

Page 17: Commented [AM(39R38)] Amos, Macy (Legal) 1/11/2022 2:12:00 PM

I've modified the language in 8.24.

We cannot agree to labor and equipment shortages.

Page 17: Commented [WC40R38] Carlyle White 1/28/2022 6:12:00 PM

Waste Management disagrees with excluding labor and equipment shortages. These are issues that are beyond WM's reasonable control, as evident by the current labor market and supply chain shortages.

Page 17: Commented [WC41R38] Carlyle White 3/15/2022 2:56:00 PM

METRO - WM has reinserted this language regrading equipment and labor shortages as a Force Majeure event.

Page 18: Inserted Carlyle White 3/15/2022 2:56:00 PM

inability to obtain necessary labor or materials and equipment from usual sources due to any of the foregoing enumerated causes,

Page 18: Inserted Scott Ferguson 4/5/2022 8:58:00 AM

As of the effective

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effective

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signing

Page 18: Inserted Scott Ferguson 4/5/2022 8:58:00 AM

date (per 3.1) of the contract, no conditions exist that constitutes a *force majeure* event.

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(per 3.1)

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Page 18: Inserted Ferguson, Scott (Finance) 4/11/2022 7:58:00 AM

If either party's ability to perform its obligations hereunder is affected by an event of force majeure, such party shall promptly, upon learning of such event of force majeure and ascertaining that it will affect their performance hereunder, give notice to the other party within 48 hours of its discovery, describing in detail the nature of the event, its anticipated duration, and any remedial measures being taken to avoid or minimize its effect. The party affected by an event of force majeure shall give the other party regular (not less than monthly) progress reports on those remedial measures and such other information as the other party may reasonably request about the situation.

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Footnote changes

Endnote changes

RESOLUTION NO. _____

A resolution approving the Fifth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. for office space for the Police Advocacy Support Services ("PASS") Program (Proposal No. 2022M-016AG-001).

WHEREAS, The Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. are parties to a Lease Agreement approved by Ordinance O96-298 to provide office space for the PASS Program; and,

WHEREAS, Metro and Signature Center, L.P. executed a First Amendment to said lease on August 9, 2001, to extend the term of the original lease, which lease amendment was approved by BL2001-760; and,

WHEREAS, Metro and Signature Center, L.P. executed a Second Amendment to said lease on July 19, 2006, to extend the term of the lease by five years, which lease amendment was approved by RS2006-1374; and,

WHEREAS, Metro and Signature Center, L.P. executed a Third Amendment to said lease on June 8, 2011, to extend the term of the lease by ten years, which lease amendment was approved by RS2011-1678; and,

WHEREAS, Metro and Signature Center, L.P. executed a Fourth Amendment to said lease on May 4, 2021, to extend the term of the lease by three years, which lease amendment was approved by RS2021-920; and,

WHEREAS, Metro and Signature Center, L.P. have agreed to a Fifth Amendment to the Lease Agreement; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Fifth Amendment to the Lease Agreement be approved.

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

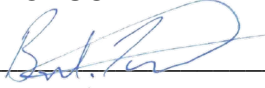
Section 1. That this Fifth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. for office space for the Police Advocacy Support Services Program, a copy of which is attached hereto and incorporated herein, is hereby approved and the Director of Public Property or his designee is authorized to execute it on behalf of the Metropolitan Government.

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.

RECOMMENDED BY:

Ronald Colter
Ron Colter, Interim Director
Public Property Administration

INTRODUCED BY:



APPROVED AS TO AVAILABILITY
OF FUNDS:

Kelly Flannery/mfw
Kelly Flannery, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Macy Amos
Assistant Metropolitan Attorney

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE

PUBLIC PROPERTY ADMINISTRATION

730 2nd Avenue South
P.O. Box 196300
Nashville, Tennessee 37219-6300
Office Direct 615-862-6134
Cell 615-337-8371
email: Ronald.Colter@Nashville.gov

April 27, 2022

Vice Mayor Jim Shulman
And Members of the Metropolitan Council
P.O. Box 196300
Nashville, TN 37219

Dear Vice Mayor Shulman and Members of the Metropolitan Council:

On behalf of the Public Property Administration, we are respectfully requesting introduction of a late filed resolution approving the fifth amendment to a lease agreement between Signature Center, L.P. and the Metropolitan Government, acting by and through the Metropolitan Police Department, for office space for the Police Advocacy Support Services (PASS Program).

The late file request is necessary due to the lease effective date of May 1, 2022 and is contingent upon approval by the Metropolitan Council at its regularly scheduled meeting to be held on May 5, 2022.

If you have any additional questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Ronald Colter".

Ronald Colter
Real Estate Manager
Department of Finance
Public Property Administration



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

April 05, 2022

To: Ronald Colter, Metro Public Property Administration

**Re: 1900 Church Street
Planning Commission Mandatory Referral #2022M-016AG-001
Council District #21– Brandon Taylor, 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 resolution approving the Fifth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. for office space for the Police Advocacy Support Services (“PASS”) Program.

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 Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in cursive script that reads "Robert Leeman".

Robert Leeman
Deputy Director
Metro Planning Department
cc: *Metro Clerk*

FIFTH AMENDMENT TO LEASE AGREEMENT

THIS FIFTH AMENDMENT TO LEASE AGREEMENT (the "Fifth Amendment"), is made and entered into by and between Signature Center, L.P, a Tennessee Limited Partnership, as successor in interest to Signature Center, G.P., a Tennessee General Partnership (hereinafter called the "Landlord"), and the Metropolitan Police Department of Nashville and Davidson County, d/b/a PASS/VIP (hereinafter called the "Tenant") and shall be effective (the "Effective Date") the 1st. day of May, 2022.

WITNESSETH:

That Whereas, the Tenant entered into a Lease Agreement (the "Lease Agreement"), with John Hancock (Variable)(Mutual) Life Insurance Company ("John Hancock"), as predecessor in interest to Landlord, dated June 4, 1996, wherein the Tenant agreed to lease from John Hancock, certain Premises consisting of 4,945 rentable square feet on the fifth floor (designated as, "Suite 500" or the "Premises"), in the five story office building known as, the Signature Center Office Building (the "Building"), located at 1900 Church Street, Nashville, Tennessee 37203; and,

Whereas, the Lease Agreement was modified and amended by the First Amendment to Lease Agreement (the "First Amendment"), dated June 15, 2001, in which term of the Lease Agreement was extended for an additional five (5) year term; and,

Whereas, the Lease Agreement and First Amendment were further modified and amended by the Second Amendment to Lease Agreement (the "Second Amendment"), dated June 5, 2006; and, which Second Amendment term terminated on June 30, 2011; and,

Whereas, said Lease Agreement, First Amendment and Second Amendment were further modified and amended by the Third Amendment to Lease Agreement (the "Third Amendment"), with an Effective Date of July 1, 2011; and, which Third Amendment terminated on June 30, 2021; and,

Whereas, said Lease Agreement, First Amendment, Second Amendment and Third Amendment were further modified and amended by the Fourth Amendment to Lease Agreement (the "Fourth Amendment"), with an Effective Date of July 1, 2021; and, which Fourth Amendment is set to terminate on June 30, 2024; and, the Lease Agreement, First Amendment, Second Amendment, Third Amendment, and Fourth Amendment being collectively herein referred to as the, "Lease", the terms and conditions of subject Lease being incorporated herein by reference; and,

Whereas, the Tenant has requested that the Landlord permit the Tenant to extend the Lease Term for an additional three (3) year term, commencing July 1, 2024, and terminating on June 30, 2027, which the Landlord has agreed to, subject to the terms and conditions hereinafter recited; and,

Whereas, the Tenant has requested that the Landlord permit the Tenant to add an additional

2272 rentable square feet on the fifth floor in the five story office building known as, the Signature Center Office Building (the "Building"), located at 1900 Church Street, Nashville, Tennessee 37203, designated as, "Suite 502" (or the "Additional Premises"), feet to the lease agreement, commencing May 1, 2022, and terminating on June 30, 2027, which the Landlord has agreed to, subject to the terms and conditions hereinafter recited.

Now therefore, for and in consideration of the mutual benefits, covenants and agreements, the receipt and sufficiency of which are hereby acknowledged, the Parties agree, that that the Lease by and between Signature Center, L.P, a Tennessee Limited Partnership, as "Landlord", and the Metropolitan Police Department of Nashville and Davidson County, d/b/a PASS/VIP, as "Tenant", shall be modified, amended and extended, as follows:

Fifth Amendment Lease Extension Term for Suite 500:

- (a) The Fifth Lease Extension Term (the “Fifth Lease Extension Term”), for Suite 500, shall be extended for an additional three (3) year period, commencing July I, 2024 and shall terminate, as of midnight, on June 30, 2027.
- (b) The Tenant will no longer have the option to terminate the Lease Early (previously referred to as the “Early Termination Option”). This options shall be void and no longer be considered part of the lease agreement.

Base Rent for Suite 500:

(a) **Base Rent:** The Term Base Rent for Suite 500 shall be as recited below:

Year	Rent Per SF	Total SF:	Total Monthly	Total Yearly
07/01/2024-06/30/2025	\$ 30.16	4945	\$ 12,428.13	\$ 149,137.57
07/01/2025-06/30/2026	\$ 31.06	4945	\$ 12,800.97	\$ 153,611.69
07/01/2026-06/30/2027	\$ 32.00	4945	\$ 13,185.00	\$ 158,220.04

Premises Condition for Suite 500: The Tenant acknowledges that it is currently occupying the Premises and that it is accepting the Premises, during the Fifth Lease Extension Term, in the existing "AS-IS" condition. Landlord will neither contribute to or perform any improvements to the Premises.

Fifth Amendment Expansion for Suite 502:

(a) **Base Rent:** The Term Base Rent for Suite 502 shall be as recited below:

Year	TOTAL Per SF	Total SF	Monthly Total	Yearly Total
07/01/2022-06/30/2023	\$ 36.47	2272	\$ 6,905.46	\$ 82,865.48
07/01/2023-06/30/2024	\$ 37.33	2272	\$ 7,066.94	\$ 84,803.27

07/01/2024-06/30/2025	\$ 38.20	2272	\$ 7,233.27	\$ 86,799.19
07/01/2025-06/30/2026	\$ 39.11	2272	\$ 7,404.58	\$ 88,854.99
07/01/2026-06/30/2027	\$ 40.04	2272	\$ 7,581.04	\$ 90,972.47

Premises Condition for Suite 502:

(a) Landlord's Work:

Landlord shall, at its sole cost and expense, perform the construction work set forth in the plans and specifications attached hereto as Exhibit "B" ("Landlord's Work") prior to Tenant's taking occupancy of the Premises. To the extent not specified therein, items or materials used in Landlord's Work shall be "building standard" (as to both quality and quantity), as determined by Landlord. Tenant shall pay for any cost incurred as a result of any change in said plans and specifications except to the extent that such change is at the request of Landlord, and shall be responsible for any delays caused by any such change except to the extent that such change is at the request of Landlord.

(b) Delivery of Possession

Delivery of possession of the Premises shall be deemed to have occurred upon the earlier to occur of (a) delivery of written notice to Tenant by Landlord of substantial completion of Landlord's Work (subject only to Tenant's "punch-list" items that do not affect Tenant's ability to take occupancy and conduct business within the Premises) or (b) Tenant taking actual possession of the Premises. Landlord's Work is expected to take 10 (ten) weeks following the execution of the Fifth Lease Amendment, and delivery of possession is pursuant to this 10 (ten) week timeline. If the Tenant is unable to execute the lease as to allow the Landlord ten (10) weeks to complete the Landlord's Work, Rent shall nevertheless commence on July 1, 2022 (the "Commencement Date").

(c) Punchlist Items

Tenant shall give Landlord written notice of any incomplete items or defects in Landlord's Work within thirty (30) days after the Commencement Date or discovery of the defect (as the case may be) and Landlord shall, at its sole expense, arrange to correct or complete said work or remedy such defect, as applicable, as soon as reasonably possible after such notice. The existence of any incomplete items or defects in Landlord's Work shall not affect the Commencement Date or the obligation of Tenant to pay Rent and all other charges hereunder, except to the extent that such incomplete item or defect in Landlord's Work makes the Premises uninhabitable, in which case Rent shall abate for the period that Tenant is unable to inhabit the Premises.

Each party, to this Fifth Amendment, covenants and agrees that all remaining terms and conditions contained in the Lease Agreement, First Amendment, Second Amendment, Third Amendment and Fourth Amendment, not specifically modified nor changed herein, shall remain in full force and effect.

Each party to this Fifth Amendment, by execution hereof, certifies that each possesses requisite authority to execute this Fourth Amendment without the approval and/or joinder of any third party, except for the signatories.

Tenant covenants that it is duly authorized and empowered to enter into this Fifth Amendment.

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment, effective the Effective Date herein.

LANDLORD

Signature Center , L.P.,
a Tennessee Limited Partnership

By: 1900 Church Street Properties, Inc.,
a Tennessee Corporation
Its: General Partner

By:  Mike Shmerling 03/18/22
Michael D. Shmerling, President

TENANT

Metropolitan Police Department of Nashville and Davidson County, d/b/a ASS/VIP

Approved:

Metropolitan Police Department

By: John Drake

Printed Name: _____

Title: _____

Approved:

Public Property Administration

By: Ronald Colter

Printed Name: _____

Title: _____

Approved:

Department of Finance

By: Billy Flannery/mfw

Printed Name: _____

Title: _____

Approved:

Metropolitan Attorney

By: Macy Amos

Printed Name: _____

Title: _____

Approved as to insurance requirements:

By: Balogun Cobb

Printed Name: _____

Title: _____

Approved:

Mayor of Nashville Davidson County

By: _____

Printed Name: _____

Attest:

Metropolitan Clerk

By: _____

Printed Name: _____



WORK PROPOSAL

DATE: 2.21.22

<p>SUBMITTED TO: PASS V.I.P. Heidi Bennett 1900 Church St. Suite 500 Nashville, TN 37203</p>	<p>FROM CONTRACTOR: Trace Ventures Holdings, LLC 1900 Church Street Ste 511, Nashville, TN 37203 Phone (615) 292-7354, Fax (615) 292-1722 Contractor’s License No. 69166</p>
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Trace Ventures, Inc. agrees to perform the work as described below.

GENERAL CONDITIONS:

- This proposal provides for and includes all project supervision necessary to ensure a job well done and complete in a timely fashion
- Contractor has commercial general liability and worker’s compensation insurance, and is licensed in the State of Tennessee to perform General Contracting activities
- This proposal includes all labor and materials necessary to perform the activities as described below unless specifically stated otherwise
- Contractor will provide all permits as required and necessary
 - Note: This scope does not envision the procurement of a building permit at this time
- Contractor will place an onsite portolet at the site for employee and trade use.
 - Note: This scope does envision placing a portolet at the site. It does not assume Trace employees and trade partners will have access to a designated rest room for their use during the project.
- Contractor will provide all floor, wall, and dust protection necessary in all areas where interior work is taking place
- Contractor will provide daily clean up in the form of removal of and/or organizing all debris; keeping tools neatly organized; and a general sweeping of the area
- Contractor will provide a final cleanup at the end of the project in the form of removing all debris, floor protection, sweep and/or dust mop of everything, and general overall cleanup. This should NOT be considered a deep cleaning by any means. Contractor recommends a maid service come behind to do a proper cleaning of the home after the project – and even with that to understand dust will be found in crevices here and there well after project completion and maid clean up services
- Contractor will place an onsite dumpster on the property for the containment of debris; dumpster will be removed at the completion of the project
 - Note: This scope does envision placing an on-site dumpster; all debris will be removed from offsite upon completion of the work
- If a construction agreement is consummated, a pre-construction meeting will be scheduled to include the owner(s), a Trace Ventures Project Manager, and Adam Wayne to review the scope of work, and in general to ensure all parties are on the same page regarding the complete project and expectations

SCOPE OF WORK: Renovation of office space at 1900 Church St. 2nd Suite 502, Nashville, TN 37203

- **Demo- \$1,920.00**
 - Remove and dispose of ceiling gird, lighting, and carpet throughout
 - Remove and dispose of all flooring throughout
- **Framing- \$5,280.00**
 - Frame new walls to create 4 new offices
 - Walls to be framed to 4” above ceiling grid height.
- **Sheetrock- \$5,280.00**
 - Provide, install, finish, and make paint ready sheetrock on all new walls
- **Paint- \$8,700.00**
 - Paint all walls, doors, and door frames throughout
 - *Note: Includes minor patching of nail holes and cracks. Due to age and condition of space, a perfect finish should not be expected on existing walls*
 - *Note: No painting of windows or window frames included in the scope at this time*
 - *Note: Trace recommends the use of flat paint on walls to help hide flaws in sheetrock. The use of eggshell and gloss paints will make flaws in the finish more noticeable*
- **HVAC- \$3,600.00**
 - Provide or relocate HVAC supply as needed to new offices
 - Provide and install return air vents as needed in new offices
- **Electrical- \$14,000.00**
 - Demo lighting and electrical as needed
 - Provide and install thirty (30) new 2x2 LED flat panel lights
 - Provide and install six (6) duplex outlets
 - Provide six (6) data rough-ins. (1) per office
 - Provide one (1) new exit sign in hallway
- **Windows, Doors & Door Hardware- \$6,420.00**
 - Provide and install five (5) new solid wood doors with full glass inserts and metal frames for new offices and conference room
 - Provide and install five (5) new lever-sets to match building standard
 - Provide and install new aluminum blinds where needed
 - Allowance of \$500.00 for aluminum blinds
- **Ceiling Grid & Tile- \$11,850.00**
 - Provide and install new 2X2 Armstrong Dune Ceiling Tile on new 15/16” grid throughout suite
- **Flooring & Wall Base- \$9,450.00**
 - Provide and install new carpeting throughout suite
 - Allowance of \$30/sqyd for carpet tile

- All change orders are due and payable in full prior to that work beginning.
- 5) Pre-existing Conditions: Client agrees that contractor is not responsible for pre-existing or hidden conditions and associated damages.
 - 6) Client-Supplied Items: Client agrees that contractor is not responsible for the failure of any client-supplied materials or fixtures, whether new or used.
 - 7) Allowances:
 - Allowances are budgetary numbers used as reference points to determine what a particular item should cost
 - Contractor will perform an Allowance Reconciliation at the end of the project to record what was budgeted as an allowance and what was spent.
 - Owner will pay Trace cost on all allowance items purchased [in otherwords...no markup on top of the cost]
 - If an item cost less than the amount budgeted as an allowance, the difference amount will be credited against the final invoice + 30%
 - If an item cost more than the amount budgeted as an allowance, the difference will be added to the final invoice + 30%
 - 8) Insurance: Contractor shall maintain commercial general liability, workers compensation, automobile and builder’s risk insurance. Client shall maintain homeowner’s insurance.
 - 9) No Soliciting: Client agrees not to solicit or attempt to solicit any employee or trade contractor of Trace Ventures.

ACCEPTANCE: To signify acceptance, please sign below indicating your approval of the work proposal and its terms and conditions.

Tenant: John Drake Date: _____ Landlord:  Mike Shmerling Date: 03/18/22

RESOLUTION NO. RS2022-___

A Resolution recognizing the Donelson Christian Academy Wildcat football team as the 2021 Division II-A state football champions.

WHEREAS, the Donelson Christian Academy (DCA) Wildcat football team, in its 39th edition, had a storybook ending; and

WHEREAS, led by 15 seniors, this group came from a winless season as freshmen to winning DCA's fourth state championship. After earning a first round bye in the playoffs by winning their region, the Cats took on archrival Friendship Christian in the quarterfinals with a 47-0 win in a dominating performance; and

WHEREAS, the Wildcats were rated as underdogs as they traveled to Jackson to take on University School of Jackson. After a close first half, the Cats pulled away with an explosive offensive performance in a 42-14 win earning DCA's seventh trip to the state finals; and

WHEREAS, the state championship Blue Cross Bowl matched DCA against their regional rival, the Nashville Christian School Eagles football team. The Cats had beaten the Eagles in a defensive rain-soaked game by a score of 7-3 in the last regular season game of the year; and

WHEREAS, the Wildcats were determined to prove their first win over the #1 ranked team from Bellevue was not a fluke. DCA was well prepared and ready on a gorgeous day in Chattanooga as they soundly beat Nashville Christian 31-7, earning a fourth gold ball for the trophy case for DCA; and

WHEREAS, it was a remarkable season for the Wildcats which coincided with the DCA's 50th anniversary year. Even as the community was celebrating its football state title, the ongoing work on campus was moving forward following the devastating Nashville tornado of March 2020; and

WHEREAS, in the early stages of the recovery the Academy embraced the slogan "DCAstrong" and rallied around their faith. DCA had an incredible outpouring of support from the community in the years after the tornado, which has proven to be a remarkable time of restoration, recovery, and excitement. Preschool through fifth grade students were able to move back into their new classroom wing on the main campus in January of this year; and

WHEREAS, DCAstrong still resonates in the midst of tremendous successes happening on campus during the 2021-2022 school year, with the DCA Wildcat football team's championship season being a point of pride and celebration for students and members of the community.

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 the Donelson Christian Academy Wildcat football team as the 2021 Division II-A state football champions.

Section 2. The Metropolitan Council Office is directed to prepare a copy of this Resolution to be presented to Head of School Dr. Keith Singer.

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.

Sponsored by:

Kevin Rhoten
John Rutherford
Erin Evans
Jeff Syracuse
Members of Council

SUBSTITUTE ORDINANCE NO. BL2021-971

An ordinance to amend Title 2 of the Metropolitan Code of Laws to create an Office of ~~Housing and Homelessness~~ Homeless Services.

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

Section 1. That Title 2 of the Metropolitan Code of Laws is hereby amended by adding the following new Chapter 2.63:

Chapter 2.63 – Office of ~~Housing and Homelessness~~ Homeless Services

2.63.010 – Creation

There is hereby created an Office of ~~Housing and Homelessness~~ Homeless Services, which shall consist of a director and other such officers and employees as may be deemed necessary by the director. ~~The director shall be appointed by the mayor and shall be an unclassified service employee.~~

2.63.020 – Duties of office.

The duties of the office of ~~housing and homelessness~~ homeless services shall include, but not limited to, the following: ~~(1) the promotion of affordable housing in Nashville and Davidson County;~~ (2) providing expertise and coordinate a community response to homelessness including the management of emergency sheltering, coordinated entry, and the homeless management information system (HMIS); ~~(3)~~ (2) ~~providing resources and outreach regarding affordable housing and homelessness throughout Nashville and Davidson County;~~ and ~~(4) providing staff and resources for the Metropolitan Homelessness Commission and the Nashville Davidson County Continuum of Care Homelessness Planning Council;~~ and ~~(5) assisting with the administration of the Metropolitan Housing Trust Fund Commission and the Barnes Fund for Affordable Housing.~~

2.63.030 – Personnel.

All employees of the Homeless Impact Division of Metropolitan Social Services, ~~the Affordable Housing Program Manager, and the Director of Housing Program~~ shall be transferred to the Office of ~~Housing and Homelessness~~ Homeless Services.

2.63.040 – Director

The director of the Office of Homeless Services shall be appointed and serve at the pleasure of the Nashville Davidson County Continuum of Care Homeless Planning Council.

Section 2. That Section 2.144.020 of the Metropolitan Code of Laws is amended by deleting subsection E and replacing it with the following:

E. The Metropolitan Homelessness Commission staff shall be known as the Metro Homeless Impact Division and shall be housed within the Office of ~~Housing and Homelessness~~ Homeless Services. The Metro Homeless Impact Division shall provide staff and resources to assist the Nashville Davidson County Continuum of Care Homelessness Planning Council in carrying out the duties and responsibilities established by this chapter.

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.

Sponsored by:

Freddie O'Connell
Member of Council

SECOND SUBSTITUTE ORDINANCE NO. BL2022-1164

An Ordinance to amend Chapter 9.30 of the Metropolitan Code of Laws pertaining to construction sites.

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

Section 1. That Section 9.30.010 of the Metropolitan Code of Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

9.30.010 - Construction sites-Restrictions.

It is unlawful for any person to engage in the outdoor construction, repair or demolition of buildings, structures, land, driveways, or appurtenances thereto, on any parcel located within or adjoining any of the following zoning districts: ~~permitting residential uses~~ AG, AR2a, RS, RS-A, R, R-A, RM, RM-A, RM-NS, RM-A-NS, SP, MUN, MUN-A, MUN-NS, MUN-A-NS, MUL, MUL-A, MUL-NS, MUL-S-NS, MUG, MUG-A, MUG-NS, MUG-A-NS, MUI, MUI-A, MUI-NS, MUI-A-NS, OR, OR-A, OR-NS, OR-A-NS, ON, OL, OG, OG-NS, ORI, ORI-A, ORI-NS, ORI-A-NS, CN, CN-A, CN-NS, CN-A-NS, CL, CL-A, CL-A-NS, CA, CA-NS, CF, CF-NS, SCN, SCN-NS, SCC, SCC-NS, SCR, or SCR-NS, between the hours of 7:00 p.m. and 7:00 a.m., except that during the months of June, July, and August, the foregoing ~~noise~~ restriction shall be between the hours of 8:00 p.m. and 6:00 a.m. For the purposes of this section, "outdoor construction" means any construction activities occurring outside of an enclosed building, excluding activities related to the pouring of concrete.

Section 2. That Section 9.30.030 of the Metropolitan Code of Laws is hereby amended by deleting the section in its entirety and replacing it with the following:

9.30.030 - Variances.

A. Any person seeking to perform construction activities which would be in violation of Section 9.30.010 must, prior to engaging in activities prohibited under Section 9.30.010, make an application to the director of the department of codes administration and obtain a permit to perform such activities. Such a permit shall not be granted unless the applicant establishes the following:

1. Any outdoor construction will not interfere with normal activities conducted within the zoning district during the hours of the proposed construction activities; and
2. The applicant has obtained all other approvals and permits for said construction activities as required by the metropolitan code of laws; or
3. The overriding public interest (as opposed to the private interest of the applicant or the owner of the property upon which said construction activities shall occur) will be significantly promoted by permitting the applicant to engage in outdoor construction outside of the hours permitted in Section 9.30.010.

B. Notice of an application for a variance shall be given by the director of the department of codes administration to persons who may be adversely affected by the granting of the variance and to the district councilmember. Any person who claims to be adversely affected by such a variance, if allowed, may file a written statement with the director. Such statement shall contain sufficient factual information to support the claim.

C. Variances shall be granted by notice to the applicant containing any necessary conditions, including a time limit on the permitted activity. The variance shall not become effective until all conditions are agreed to by the applicant. Noncompliance with any condition of the variance shall terminate it and subject the person holding it to the requirements of Section 9.30.010.

Section 3. That this ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Colby Sledge
Member of Council

AMENDMENT NO. ____

TO

ORDINANCE NO. BL2022-1213

Mr. President –

I hereby move to amend Ordinance No. BL2022-1213 by amending Section 12, proposed Metropolitan Code Section 6.81.180, as follows:

6.81.180 Signage—Unpaid parking violations.

- A. No boot shall be placed on a vehicle parked on private property unless a permanently affixed sign measuring not less than twenty-four inches in height and eighteen inches in width is posted on the property. Signs shall be located at each designated entrance to a parking lot or parking area where parking prohibitions are to be effective. Where there is no designated entrance, such signs shall be erected so as to be clearly visible from each and every parking space. The bottom of such signs located at a designated entrance to a parking lot shall be at least four feet above the site grade. Where there is no designated entrance, the bottom of such signs shall be six feet above site grade.

Such signs shall include the following information in red lettering on a white background:

Parking Policy Strictly Enforced

Violators will be Booted at Owner's Expense

\$75.00 Maximum Booting fee

[Name and 24-hour phone number of booting ~~and/or towing~~ company].

- B. Once signs have been installed in a parking lot or area, the booting service must email photos of each of the signs in the lot to the MTLC. The photos must clearly show the entrance to the parking lot or parking area. After receipt of the photos, the MTLC will schedule an inspection and the MTLC may grant a conditional approval via email, which can be revoked if, upon inspection, the signs are not in compliance. If the MTLC finds that the signs are not in compliance, the company must correct the signs within 48 hours.
- C. If a boot is placed on a vehicle parked on private property for failure to pay the required parking charge, the owner or operator of the private property may require the owner of the vehicle to pay the applicable booting removal fee plus all unpaid parking fines in order to have the boot removed.

Sponsored by:

Zach Young
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1215

An ordinance amending Title 16 of the Metropolitan Code of Laws by adding Section ~~16.04.180~~ 16.04.177 and amending Sections 16.12.220, 16.16.400, 16.20.250, and 16.28.110 relating to fee schedules for building permits, gas/mechanical permits, plumbing permits and electrical permits as well as fees relating to inspections, re-inspections, examination of plans, refunds, as well as administrative fees and other fees charged by the Department of Codes Administration.

WHEREAS, the fee schedules utilized by the Department of Codes Administration have been in place for a number of years; and,

WHEREAS, an independent consultant was retained to determine whether and to what extent a fee increase is necessary to cover the full cost of services provided by the Department of Codes Administration and the Metropolitan Fire Marshal's office for plans review and inspection services related to building construction; and,

WHEREAS, the independent consultant performed an analysis of the scope of services provided by the Department of Codes Administration, Fire Marshal's office and others related to building construction; and,

WHEREAS, the independent consultant determined that a fee increase is reasonable and necessary to cover the full cost of providing said services; and,

WHEREAS, the fee schedules proposed herein are based upon the general recommendations of the independent consultant.

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

Section 1. That Chapter 16.04 Article 1 of the Metropolitan Code of Laws is hereby amended by adding section ~~16.04.180~~ 16.04.177 as follows:

The rates set forth in chapters 16.12, 16.16, 16.20, and 16.28 shall be adjusted on July 1, 2022, and on July 1 of each succeeding year by the greater of (4a) a percentage equal to the percentage change in the CPI Urban Index (CPI-U) over the preceding year and (b) 3%, unless the change in the CPI-U is negative, in which case there shall be no change for that fiscal year. Notice of the annual adjustments to begin on July 1, 2022, shall be provided to each member of the Metropolitan Council and published on the Metropolitan Government's website at least 30 days before an adjustment goes into effect. Not later than the third anniversary of the effective date of this ordinance, and at least every three years thereafter, the department shall engage a qualified consultant to perform a rate study and analysis to confirm the department's costs in providing services and determine whether the rates then in effect are fair and reasonable.

Section 2. That Sections 16.12.220 A, B, and C of the Metropolitan Code of Laws are hereby amended by deleting the existing language and substituting instead the following:

16.12.220 Fee schedule-Plumbing Permits and Fixture classifications.

A. No plumbing permit shall be held valid until the fees prescribed in this section shall have been paid, nor shall an amendment or change to an existing permit be approved until such additional fees as may be due shall have been paid.

B. Permit fees for the installation of plumbing systems, devices, equipment and fixtures, including but not limited to the installation of fixtures, sewer connections, septic tanks, hot water heaters, repairs and alterations to existing plumbing installations and systems, shall be as follows:

Minimum fee (each permit) ... \$75.00

*Plumbing fixtures (each fixture) ... \$11.00

Each additional building drain ... \$32.00

Sewer connection ... \$80.00

Water service connection ... \$80.00

Septic tank and disposal field ... \$80.00

Hot water heater ... \$43.00

Re-inspection fee (each) ... \$50.00

* Each fixture outlet shall be counted as one fixture in figuring the total permit fee, whether or not the fixture is actually set at the time the plumbing system is installed.

C. The classifications listed below, among others, shall each be counted as one fixture:

Area drains;
Backflow preventers;
Baptisteries;
Bathtubs (with or without overhead shower);
Boiler blow-off tanks;
Combination sink and tray;
Commercial icemakers.
Dental lavatory;
Dental unit or cuspidor;
Diluting tanks and interceptors;
Dishwasher (fixed unit);
Disposal units (commercial);
Drinking fountains;
Floor drains;
Grease traps and interceptors;
Kitchen sinks;
Lavatory;
Pools, fountains and aquaria;
Roof drains;
Shower drains;
Slop sinks
Solar panels when connected to plumbing system;
Sump pumps;
Swimming pools;
Urinals;
Washers (clothes, domestic, fixed drains);
Washers (commercial, fixed drains);
Water closets;
Water tanks.

Section 3. That sections 16.16.400 A, B, and C of the Metropolitan Code of Laws are hereby amended by deleting the existing language and substituting instead the following:

16.16.400 Fee Schedule-Gas/mechanical permits and Classification of appliances.

A. No gas/mechanical permit shall be held valid until the fees prescribed in this section shall have been paid, nor shall an amendment or change to an existing permit be approved until such additional fees as may be due shall have been paid.

B. Permit fees for the installation of gas/mechanical systems, devices, equipment and fixtures, including but not limited to the installation of fixtures, repairs and alterations to existing gas/mechanical installations and systems, shall be as follows:

1. Fee schedule.

Minimum fee (each permit) ... \$75.00

*Gas and/or mechanical appliance (each in excess of first appliance), residential ... \$11.00

*Gas and/or mechanical appliance (each in excess of first appliance), commercial ... \$16.00

Gas meter connection ... \$11.00

Hot water heater ... \$21.00

Fuel Piping (under ground fuel lines) ... \$50.00

Re-inspection fee (each) ... \$50.00

* Each appliance outlet shall be counted as one appliance in figuring the total permit fee, whether or not the appliance is actually installed at the time the gas/mechanical system is installed.

2. In addition, fees for heating, ventilating, ductwork (installation without heating/cooling equipment), air-conditioning and refrigeration systems or alterations or replacement and/or additions shall also be based upon total Btuh and/or kilowatts input of all appliances at the rate of thirty-two dollars (\$32.00) per one hundred thousand Btuh or fraction thereof.

C. The classifications listed below shall each be counted as one fixture, equipment or appliance:

Air-conditioning unit;

Air handling unit;

Alt. fuel system;

Boiler;

Broiler;

Collector, dust etc.;

Condensing unit or condenser;

Cooling tower;

Conversion burner;

Dryer;

Duct heater;

Duct system;

Exhaust fan, hood;

Factory built fireplace or insert;

Fire or smoke damper;

Fryer;

Furnace;

Gas logs unit;

Gas piping;

Grill or griddle;

Heat exchanger;

Humidifier or dehumidifier;

Incinerator;

Infrared heater;
Make up air unit;
Oven;
Package unit;
Pool or sauna heater;
Power venter;
Radon removal system;
Range or cook top unit;
Recirculating fan unit;
Refrigeration unit;
Rooftop unit;
Room heater;
Stationary gas engines, turbines;
Stove, solid fuel or laundry;
Tank, oil or LP;
Unit heater;
Water heater or circulation tank.

Section 4. That Sections 16.20.250 A, B, and C of the Metropolitan Code of Laws are hereby amended by deleting the existing language and substituting instead the following:

16.20.250 Fee Schedule - Electrical Permits.

A. No electrical permit shall be held valid until the fees prescribed in this section shall have been paid, nor shall an amendment or change to an existing permit be approved until such additional fees, as may be due, shall have been paid.

B. In addition to any other penalty imposed for failure to obtain a permit where electrical work of any type, for which a permit is required, is commenced before a permit is issued, the permit fees shall be tripled.

C. Permit fees for the installation of any electrical system or part thereof, including but not limited to the installation of both new electrical systems and additions, alterations and repairs to existing electrical systems, the installation of electrical fixtures, equipment and devices and appurtenances thereto, shall be as follows:

1. Lighting circuits or any circuit where outlets are intended to be installed for low-voltage devices or lamp-holding devices and receptacles for the attachment of small, portable electrical devices and appliances; 130 volts or less:

a. For the installation of 10 or fewer such outlets ... \$6.00

b. For additional outlets over 10, each ... \$1.00

2. Motors and generators:

One horsepower or less each ... \$2.00

Two to 10 horsepower, each ... \$8.00

Over 10 horsepower, each ... \$14.00

Motor-generator sets ... \$20.00

3. Electric ranges:

Residential, each ... \$20.00

Commercial, each ... \$25.00

4. Water heaters:

Residential, each ... \$15.00

Commercial, each ... \$20.00

5. Electric heat and electrically heated appliances other than ranges and water heaters:

One to five kw, each ... \$8.00

Five to 10 kw, each ... \$14.00

Over 10 kw, each ... \$20.00

6. Electric dryers:

Residential, each ... \$10.00

Commercial, each ... \$14.00

7. Electric signs (excluding service), each ... \$20.00

8. Service, new installation, increasing size, or relocation, per meter ... \$12.00

9. Installation of any wiring, device, apparatus, appliance or equipment not specifically covered herein, such as but not limited to disconnects, 220 volt receptacles, each ... \$9.00

10. Distribution, lighting or switch panels:

200 amperes or less, each ... \$10.00

201 to 400 amperes, each ... \$20.00

401 to 800 amperes, each ... \$30.00

801 to 1600 amperes, each ... \$50.00

1601 to 3000 amperes, each ... \$75.00

3001 to 6000 amperes, each ... \$145.00

Each additional 100 amperes or fraction thereof ... \$3.00

11. Minimum fee (each permit) ... \$75.00 (Including permit for the installation of any electrical system or part thereof, including but not limited to the installation of both new electrical systems and additions, alterations and repairs to existing electrical systems, the installation of electrical fixtures, equipment and devices and appurtenances thereto, temporary services, etc.)

12. Re-inspection fee (each) ... \$50.00

13. Service releases:

Residential, one-family or two-family, except condominium units, each service riser ... \$75.00

Residential, more than two-family, and condominium units, each service riser ... \$75.00

Commercial or industrial, each service riser ... \$102.00

14. Emergency re-connection of service, each ... \$102.00

Section 5. That Section 16.28.110 of the Metropolitan Code of Laws is hereby amended by deleting the existing language and substituting instead the following:

16.28.110 Fee schedule-Building permits.

A. Building Permit Fees. The fee for building permits shall be determined as set forth in this section.

1. Building Permit Fees for Residential Construction based on valuation. Residential construction includes one-family and two-family residential construction and townhouses as defined by the 2018 Edition of the International Residential Code, but not multi-family construction shall be \$5.00 per \$1,000 total valuation.

2. Building Permit Fees for Commercial Construction and all other Construction other than one-family and two-family residential construction and townhouses as defined by the 2018 Edition of the International Residential Code, shall be based on valuation.

<u>TOTAL VALUATION</u>	<u>FEES</u>
\$0.00 to \$2,000.00	\$40.39
\$2000.01 to \$50,000.00	\$40.39 for the first \$2,000.00 plus \$6.92 for each additional thousand or fraction thereof, to and including \$50,000.00.
\$50,000.01 to \$100,000.00	\$372.71 for the first \$50,000.00 plus \$5.57 for each additional thousand or fraction thereof, to and including \$100,000.00.
\$100,000.01 to \$500,000.00	\$651.38 for the first \$100,000.00 plus \$4.19 for each additional thousand or fraction thereof, to and including \$500,000.00.
\$500,000.01 and up	\$2,326.84 for the first \$500,000.00 plus \$2.79 for each additional thousand or fraction thereof.

B. Moving of Buildings or Structures. For the moving of any building or structure where such necessitates the transportation of such building or structure in public rights-of-way or on public streets, the fee shall be two hundred and fifty-two dollars (\$252.00); except, that such fee shall not be charged for the moving of temporary construction office sheds, mobile homes or house trailers.

C. Signs. For the erection, construction or alteration of any sign, billboard, awning, marquee or similar structure, the fee shall be determined from Section A. 2. above using the schedule for commercial construction. The minimum fee for a permit to erect a sign shall be fifty-five dollars (\$55.00).

D. Trailers and Mobile Homes. For each trailer or mobile home located on an individual site, lot, trailer park, mobile home subdivision or apartment complex, there shall be a fee of fifty-five dollars (\$55.00), such fee to be charged on the original location of a trailer or mobile home on the site. For each succeeding trailer or mobile home moved onto a lot not within a trailer park, mobile home subdivision or apartment complex, there shall be required a use and occupancy permit.

E. Certificate of Occupancy and Compliance. For the issuance of a use and occupancy permit or certificate of compliance where there has been no building permit issued, the fee shall be fifty-five dollars (\$55.00).

F. Re-inspection Fee. For a re-inspection, the fee shall be fifty dollars (\$50.00).

G. Plans Examination Fees.

1. For the examination for code compliance of plans, specifications, drawings and other data, the plans examination fee shall be:

TOTAL VALUATION

FEES

\$0.00 to \$275,000.00 one-half of the building permit fee as set forth in subsection A of this section.

\$275,000.01 to \$5,000,000.00 \$1.338.54 for the first \$275,000.00 plus \$0.18 per thousand for each additional thousand or fraction thereof, to and including \$5,000,000.00.

\$5,000,000.01 and above \$2,181.82 for the first \$5,000,000.00 plus \$0.07 per thousand for each additional thousand or fraction thereof.

Such plan-examination fee is in addition to the building permit fee and in no case shall this be refunded even if there is not a subsequent building permit issued. If an issued building permit is due a refund as per Section 16.28.140, in no case shall the plans examination fee be refunded.

2. Exceptions from plans examination fee:

- a. One- and two-family dwelling building permits;
- b. Townhouse building permits;
- c. Demolition permits;
- d. Blasting permits;

H. Use verification letter. The fee for a letter to confirm the zoning designation and entitlements within the designation shall be fifty dollars (\$50.00).

I. Beer and liquor letter. The fee for a letter to confirm the distance requirements pertaining to the sale of beer and liquor as required by state law shall be forty dollars (\$40.00).

J. Workforce housing fee adjustments.

1. In order to facilitate the provision of workforce housing within the area of the metropolitan government, the permit fees provided in subsections A. and H. of this section shall be reduced by twenty-five percent for new home construction, or the rehabilitation of existing dilapidated and vacant homes, to be used for workforce housing.

2. For purposes of this subsection, "workforce housing" means housing that meets one of the following two criteria:

a. Housing to be sold at a price at or below two and one-half times ninety-five percent of the median family income currently listed for Davidson County as established by the U.S. Department of Housing and Urban Development; or

b. Housing to be rented for at least five years at an annual rental amount that is at or below thirty percent of seventy percent of the median family income currently listed for Davidson County as established by the U.S. Department of Housing and Urban Development.

3. The director shall have the authority to promulgate rules and regulations to implement the provisions of this subsection, provided such rules and regulations are not inconsistent with the express provisions of this subsection. Applicants obtaining the twenty-five percent reduction in permit fees for workforce housing shall provide the director with a sworn affidavit that the residences constructed will satisfy the criteria set forth above and shall file a deed restriction with the Davidson County Register of Deeds requiring that the property remain a workforce housing unit for at least five years. In the event the property does not remain a workforce housing unit for at least five years, the permit holder shall pay to the Metropolitan Government the amount of the permit fee reduction provided above plus interest at the rate of ten percent per annum.

K. Waiver. Upon resolution by the metropolitan council, building, electrical, gas/mechanical, and/or plumbing permit fees may be waived by the director of codes administration when a state of emergency is declared by the mayor.

Section 6. That this ordinance shall take effect at 12:01 AM on July 1, 2022, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Burkley Allen
Member of Council