
GRANT SUMMARY SHEET

Grant Name: Brownfields Redevelopment Area Grant (BRAG) 24-25

Department: PLANNING COMMISSION

Grantor: TENNESSEE DEPT. OF ENVIRON. & CONSERVATION

**Pass-Through Grantor
(If applicable):**

Total Award this Action: \$99,750.00

Cash Match Amount \$0.00

Department Contact: Jeffrey Leach
862-7159

Status: NEW

Program Description:

If awarded, the grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.

Plan for continuation of services upon grant expiration:

None

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact			Phone	Fax	
PLANNING COMMISSION	007	Randi Semrick			862-7230		
Grant Name:		Brownfields Redevelopment Area Grant (BRAG) 24-25					
Grantor:		TENNESSEE DEPT. OF ENVIRON. & CONSERVATION			Other:		
Grant Period From:	08/01/24	(applications only) Anticipated Application Date:					
Grant Period To:	07/31/26	(applications only) Application Deadline:					
Funding Type:	STATE	Multi-Department Grant		<input type="checkbox"/> → If yes, list below.			
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	COMPETITIVE	Total Award:		\$99,750.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:		Applic. Submitted Electronically?		<input checked="" type="checkbox"/>			
<p>The grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
No local match required.							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund	Business Unit		
Is not budgeted?				Proposed Source of Match: None			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		46.29%		Indirect Cost of Grant to Metro:		\$46,174.28	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow. 4.76%		Ind. Cost Requested from Grantor:		\$4,750.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24									
Yr 2	FY25		\$99,750.00					\$99,750.00	\$46,174.28	\$4,750.00
Yr 3	FY26									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$99,750.00	\$0.00	\$0.00		\$0.00	\$99,750.00	\$46,174.28	\$4,750.00
Date Awarded:		11/05/24		Tot. Awarded:		\$99,750.00		Contract#:		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

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GOVERNMENTAL GRANT CONTRACT

(cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)

Begin Date 8/1/24	End Date 7/31/26	Agency Tracking #	Edison ID		
Grantee Legal Entity Name METROPOLITAN GOVT OF NASHVILLE & DAVIDSON COUNTY			Edison Vendor ID 0000000004		
Subrecipient or Recipient <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Recipient		Assistance Listing Number Grantee's fiscal year end: 6/30			
Service Caption (one line only) Investigation of brownfield sites					
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Grant Contract Amount
FY25	99,750.00	0.00	0.00	0.00	99,750.00
FY26	0.00	0.00	0.00	0.00	0.00
FY27	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00
TOTAL:	99,750.00	0.00	0.00	0.00	99,750.00
Grantee Selection Process Summary					
<input checked="" type="checkbox"/> Competitive Selection		TDEC assembled a panel of 15 subject matter experts to review, rank, and recommend grant applications for funding. Other subject matter experts may be included in review discussions or asked to contribute specific feedback necessary for completing the reviewing, ranking, and recommending process. Proposals will be reviewed and ranked relative to other proposals within the project award type following close of the application period. Proposals will not be ranked as they are received. A proposal will receive a score ranging from 0 to the maximum available points, using whole numbers. Proposals with the highest total points at the end of scoring will be considered for funding. Each proposal will be evaluated using a scoring rubric.			
<input type="checkbox"/> Non-competitive Selection					
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				CPO USE - GG	
Speed Chart (optional) EN00022586/32738		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
AND
METROPOLITAN GOVT OF NASHVILLE & DAVIDSON**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Environment and Conservation, hereinafter referred to as the "State" or the "Grantor State Agency" and Metropolitan Govt of Nashville & Davidson, hereinafter referred to as the "Grantee," is for the provision of investigation of brownfield sites, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 0000000004

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.
- A.2. Within thirty days of the execution of this Grant Contract, the Grantee must enroll all sites on which work subject to this Grant Contract will be performed in State's Voluntary Cleanup Oversight and Assistance Program ("VOAP"). The Grantee shall submit enrollment verification to the State via the States Grant Management System ("GMS").
- A.3. The Grantee shall perform a Phase II I Environmental Site Assessment ("ESA") in accordance with American Society for Testing and Materials (ASTM) standards at 1 & 2 Titans Way, 4 Main St, 2 Victory Ave. Right of Way and 0 Shelby Ave. The ESA must be conducted by a qualified environmental professional.
- A.4. Once completed, the Grantee must submit the Phase II ESA as well as any associated documentation, such as field notes, photographs, boring logs, laboratory reports, tables, or figures, to its VOAP project manager and in GMS.
- A.5. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.
- a. this Grant Contract document with any attachments or exhibits (excluding the items listed at subsections c. and d., below);
 - b. the State grant proposal solicitation and grant manual as may be amended, if any; and
 - c. the Grantee's proposal (Attachment B) incorporated to elaborate supplementary scope of services specifications.
 - d. the Grantee's Schedule of Activities (Attachment C) and as may be amended.

B. TERM OF CONTRACT:

- B.1 This Grant Contract shall be effective on August 1, 2024 ("Effective Date") and extend for a period of twenty-four (24) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.
- B.2. Renewal Options. This Grant Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and

conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

- B.3. Term Extension. It is understood and agreed that the State may extend the Term an additional period of time, not to exceed one hundred-eighty (180) days beyond the expiration date of this Grant Contract, under the same terms and conditions. In no event, however, shall the maximum Term, including all extensions or renewals, exceed a total of sixty (60) months.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed Written Dollar Amount Ninety Nine Thousand Seven Hundred Fifty Dollars (\$99,750.00). The Grant Budget, attached and incorporated as Attachment A is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices prior to any reimbursement of allowable costs
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.
- C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

State of Tennessee
Division of Remediation, BRAG
500 James Robertson Parkway
Davy Crockett Tower, 7th Floor
Nashville, TN 37243

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice/Reference Number (assigned by the Grantee).
 - (2) Invoice Date.
 - (3) Invoice Period (to which the reimbursement request is applicable).
 - (4) Grant Contract Number (assigned by the State).
 - (5) Grantor: Department of Environment and Conservation, Division of Remediation
 - (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
 - (7) Grantee Name.
 - (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
 - (9) Grantee Remittance Address.

- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
 - (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
 - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
 - ii. The amount reimbursed by Grant Budget line-item to date.
 - iii. The total amount reimbursed under the Grant Contract to date.
 - iv. The total amount requested (all line-items) for the Invoice Period.
- b. The Grantee understands and agrees to all of the following.
- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract in the 'Schedule of Activities' and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements. of this Grant Contract relating to allowable reimbursements.
 - (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
 - (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to ten percent (10%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within ninety (90) days of the Grant Contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
 - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.

- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Central Procurement Office Policy Statement 2013-007 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
 - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and,

depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. The State may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by the State. The State shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant Contract, or if the Grantee violates any terms of this Grant Contract, the State shall have the right to immediately terminate this Grant Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the exercise of the State's right to terminate this Grant Contract for cause, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. Subcontracting. The Grantee shall not assign this Grant Contract or enter into a subcontract for any of the services performed under this Grant Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant Contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant Contract.
- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
 - c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Jaime Thompson, Grants Program Manager
Division of Remediation
500 James Robertson Parkway
Davy Crockett Tower, 7th Floor
Nashville, TN 3724Jaime.Thompson@tn.gov
615-532-0922

The Grantee:

Freddie O'Connell Mayor
METROPOLITAN GOVT OF NASHVILLE & DAVIDSO
100 Metro Courthouse
Nashville , TN 37201
mayor@nashville.gov
Telephone # (615) 862-6000

A change to the above contact information requires written notice to the person designated by the other party to receive notice.

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.11. HIPAA Compliance. As applicable, the State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.
- D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:
- NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.
- The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.
- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the

final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Governmental Accounting Standards Board (GASB) Accounting Standards or the Financial Accounting Standards Board (FASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

Grant expenditures shall be made in accordance with local government purchasing policies and procedures and purchasing procedures for local governments authorized under state law.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of the Grantor State Agency, the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment to the Grant Contract.
- D.19. Audit Report. The Grantee shall be audited in accordance with applicable Tennessee law.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete the Information for Audit Purposes ("IAP") form online (accessible through the Edison Supplier portal) to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed form online during the Grantee's fiscal year. Immediately after the fiscal year has ended, the Grantee shall fill out the End of Fiscal Year ("EOFY") (accessible through the Edison Supplier portal).
- When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public.

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.327 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant Contract.

For purposes of this Grant Contract, the term “equipment” shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds ten thousand dollars (\$10,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.
- D.24. Force Majeure. “Force Majeure Event” means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations

directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.

- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D. 27. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant Contract, subject to the State's equitable interest therein, to the extent of its pro rata share, based upon the State's contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant Contract to create a security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant Contract. A further intent of this Grant Contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant Contracts between the State and the Grantee.

The Grantee grants the State a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant Contract. This Grant Contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants the State a security interest in said equipment or motor vehicles. The Grantee agrees that the State may file this Grant Contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to the State, upon the State's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant Contract in such form as the State may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and

shall pay all reasonable costs and expenses of any record searches for financing statements the State may reasonably require. Without the prior written consent of the State, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant Contract, including the covenants to pay when due all sums secured by this Grant Contract, the State shall have the remedies of a secured party under the Uniform Commercial Code and, at the State's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant Contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant Contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
 - b. Vehicle identification number;
- c. Manufacturer's serial number or other identification number, when applicable;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.

The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant Contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify the State, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the pro rata amount of the residual value at the time of loss based upon the State's original contribution to the purchase price.

Upon termination of the Grant Contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant Contract, the Grantee shall request written approval from the State for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.

- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.
- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
 - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
 - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Grantee shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified, or presently fall under any of the prohibitions of sections a-d.

D.35. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Grantee by the State or acquired by the Grantee on behalf of the State that is regarded as confidential under state or federal law shall be regarded as "Confidential Information." Nothing in this Section shall permit Grantee to disclose any Confidential Information, regardless of whether it has been disclosed or made available to the Grantee due to intentional or negligent actions or inactions of agents of the State or third parties. Confidential Information shall not be disclosed except as required or permitted under state or federal law. Grantee shall take all necessary steps to safeguard the confidentiality of such material or information in conformance with applicable state and federal law.

The obligations set forth in this Section shall survive the termination of this Grant Contract.

D.36. State Sponsored Insurance Plan Enrollment. The Grantee warrants that it will not enroll or permit its employees, officials, or employees of contractors to enroll or participate in a state sponsored health insurance plan through their employment, official, or contractual relationship with Grantee unless Grantee first demonstrates to the satisfaction of the Department of Finance and Administration that it and any contract entity satisfies the definition of a governmental or quasigovernmental entity as defined by federal law applicable to ERISA.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.

E.2. Transfer of Grantee's Obligations. The Grantee shall not transfer or restructure its operations related to this Grant Contract without the prior written approval of the State. The Grantee shall immediately notify the State in writing of a proposed transfer or restructuring of its operations related to this Grant Contract. The State reserves the right to request additional information or impose additional terms and conditions before approving a proposed transfer or restructuring.

IN WITNESS WHEREOF,

METROPOLITAN GOVT OF NASHVILLE & DAVIDSON COUNTY:

SEE NEXT PAGE

GRANTEE SIGNATURE

DATE

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF ENVIRONMENT AND CONSERVATION:

**SIGNATURE PAGE
FOR
GRANT NO. BRAG 24-25**

IN WITNESS WHEREOF, the parties have by their duly authorized representatives set their signatures.

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

Lucy Kempf

Planning Director
Planning Department

November 12, 2024

Date

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

Kevin Crumbo/MPW

Director of Finance
Department of Finance

11/18/2024 | 9:42 AM CST

Date

APPROVED AS TO RISK AND INSURANCE:

Balagun Cobb

Director of Insurance

11/18/2024 | 10:30 AM CST

Date

**APPROVED AS TO FORM AND
LEGALITY:**

Courtney Mohan

Metropolitan Attorney

11/18/2024 | 10:21 AM CST

Date

Freddie O' Connell
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

ATTACHMENT A

GRANT BUDGET				
Investigation of brownfield sites				
The Grant Budget line-item amounts below shall be applicable only to expense incurred during the following				
Applicable				
Period:	BEGIN: 8/1/24	END: 7/31/26		
	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
	Salaries, Benefits & Taxes	0.00	0.00	0.00
	Professional Fee, Grant & Award ²	95,000.00	0.00	95,000.00
	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
	Travel, Conferences & Meetings	0.00	0.00	0.00
	Interest ²	0.00	0.00	0.00
	Insurance	0.00	0.00	0.00
	Specific Assistance To Individuals	0.00	0.00	0.00
	Depreciation ²	0.00	0.00	0.00
	Other Non-Personnel ²	0.00	0.00	0.00
	Capital Purchase ²	0.00	0.00	0.00
	Indirect Cost	4,750.00	0.00	4,750.00
	In-Kind Expense	0.00	0.00	0.00
	GRAND TOTAL	99,750.00	0.00	99,750.00

¹ Each expense object line-item is defined by the U.S. OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E Cost Principles (posted on the Internet at: <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-11/part-200/subpart-E>) and CPO Policy 2013-007 (posted online at <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/library-.html>).

² Applicable detail follows this page if line-item is funded.

ATTACHMENT A

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
Drilling Contractor	45,980.00
Analytical Laboratory	9,100.00
Geotechnical Laboratory	8,140.00
Field Materials, Expenses, and Equipment	3,170.00
Environmental Professional	28,610.00
ROUNDED TOTAL	95,000.00

Indirect Costs	AMOUNT
Metro employee grant administration oversight	4750.00
ROUNDED TOTAL	4750.00

GRANT APPLICATION SUMMARY SHEET

Grant Name: Brownfields Redevelopment Area Grant (BRAG) 24-25
Department: PLANNING COMMISSION
Grantor: TENNESSEE DEPT. OF ENVIRON. & CONSERVATION
Pass-Through Grantor (If applicable):
Total Applied For \$99,750.00
Metro Cash Match: \$0.00
Department Contact: Jeffrey Leach
862-7159
Status: NEW

Program Description:

If awarded, the grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the Imagine East Bank Vision Plan as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.

Plan for continuation of services upon grant expiration:

None

APPROVED AS TO AVAILABILITY OF FUNDS:

APPROVED AS TO FORM AND LEGALITY:

Aaron Pratt 4/26/2024 | 11:45 AM PDT
Director of Finance *ac* **Date**

Tara Ladd 4/29/2024 | 10:03 AM PDT
Metropolitan Attorney *tl* **Date**

APPROVED AS TO RISK AND INSURANCE:

Kevin Crumbo/mjw 4/29/2024 | 11:07 AM CDT
Director of Risk Management Services **Date**

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
PLANNING COMMISSION	007	Jeffrey Leach				862-7159	
Grant Name:		Brownfields Redevelopment Area Grant (BRAG) 24-25					
Grantor:		TENNESSEE DEPT. OF ENVIRON. & CONSERVATION				Other:	
Grant Period From:		07/01/24		<small>(applications only)</small> Anticipated Application Date:		05/01/24	
Grant Period To:		06/30/25		<small>(applications only)</small> Application Deadline:		05/01/24	
Funding Type:		STATE		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		COMPETITIVE		Total Award:		\$99,750.00	
Status:		NEW		Metro Cash Match:		\$0.00	
Metro Category:		New Initiative		Metro In-Kind Match:		\$0.00	
CFDA #				Is Council approval required?		<input type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
<p>If awarded, the grant will fund Phase Two Environmental Site Assessments on the Metro-owned central waterfront properties identified in the <i>Imagine East Bank Vision Plan</i> as parks and open space. Federal and State laws require ESAs as a first step in the redevelopment of properties that may contain environmental contaminants.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None							
How is Match Determined?							
Fixed Amount of \$		\$0.00		or		% of Grant	
						Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
No Local Match required							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund		Business Unit	
Is not budgeted?				Proposed Source of Match:		None	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		50.70%		Indirect Cost of Grant to Metro:		\$50,571.26	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		Ind. Cost Requested from Grantor:		\$4,750.00	
		5.00%				in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY24									
Yr 2	FY25		\$99,750.00	\$0.00	\$0.00		\$0.00	\$99,750.00	\$50,571.26	\$4,750.00
Yr 3	FY26									
Yr 4	FY__									
Yr 5	FY__									
Total										
Date Awarded:				Tot. Awarded:			Contract#:			
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: juanita.paulsen@nashville.gov
vaughn.wilson@nashville.gov

VW



Application Summary

TDEC may consider additional factors in funding decisions including, but not limited to, the list below. For additional 20 priority points, please explain the extent to which these additional factors apply to your application. (maximum 300 words, each)

1. Whether the population of the town/city of the site is 10,000 or less.
2. Public interest or community support for the reuse of the property.

Metropolitan Nashville (Metro), the seat of Davidson County and state capitol of Tennessee, is one of the fastest growing cities in the U.S. Spanning 526 square miles and home to nearly 690,000 residents, the area is known for its technology, healthcare, music, and tourism industries. It is also home to several institutions of higher education, including four historically Black colleges and universities (HBCU). Rapid, recent growth of the city has resulted in many opportunities for some but has also amplified gentrification, housing unaffordability, and environmental injustice, adding pressure to marginalized communities in the urban core.

Recent surveys and community input have indicated strong community interest in redeveloping the East Bank, which primarily consists of the Central Waterfront Area. The Imagine East Bank vision plan (Imagine East Bank) notes that community members most often used the term “underutilized” when asked to describe the area’s existing state. Other themes emerging from extensive community engagement for the plan include the existing presence of mobility challenges and environmental concerns with the river, such as pollution and flooding. The plan established for the East Bank directly addresses these concerns and underwent multiple rounds of refinement before being adopted by the Metro Planning Commission in October 2022.

The East Bank Park and Greenway Environmental Investigation directly advances the community vision established in Imagine East Bank. The East Bank Park and Greenway are fundamental to the success of overall redevelopment of the East Bank, which is strongly supported by the community, as evidenced by Imagine East Bank community input and the unanimous adoption of the plan. Key elements of the redevelopment plan include creating an activated public gathering space on the banks of the Cumberland



Application Summary

River and using performative landscapes to manage stormwater and mitigate flooding, which directly respond to community direction the East Bank redevelopment.

Select_East_Bank_Park_Concepts__Imagery_from_Imagine_East_Bank.pdf

1.1 MB - 04/12/2024 11:25AM

Total Files: 1

Title VI Compliance

The Title VI Compliance Application is a separate application that is completed by the applicant to provide your organizations Pre-Audit Survey responses. Please note, this is not ONLY the Title VI Training and Certification.

This application will only need to be completed once per year when you wish to receive funds. Also, this application will automatically go back into Draft Status to be resubmitted 9 months after it has been marked complete.

TDEC TITLE VI STATEMENT

The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.



Application Summary

Please confirm that the Applicant Organization has completed the Title VI Compliance application within the last calendar year.

Please Select

General Information

Organization Profile

Organization: Metropolitan Government of Nashville and Davidson County

Type: County Government

Primary Contact: Freddie O'Connell

Address: 100 Metro Courthouse, Nashville, TN 37201

Address Two:

Email: mayor@nashville.gov

Phone: (615) 862-6000

Website:

Application completed by

Name: Ruby Wells

Personal Address: 500 7th Avenue 15th fl, New York, NY 10018

Personal Address Two:

Personal Email: ruby.wells@hdrinc.com

Personal Phone: 7187721615



Application Summary

Please specify which county the project will be primarily located:
Davidson

Grant Contact

If funded, this is the individual responsible for proposal implementation and grant contract compliance (e.g., oversight of procurement, adherence to reporting requirements, etc.)

Title or Position:	Tim Netsch, Metro Board of Parks and Recreation, Assistant Director	Phone:	(615) 479-8881
Email:	tim.netsch@nashville.gov	Mailing Address:	PO Box 196300
City:	Nashville	State:	Tennessee
Zip:	37219		



Application Summary

Population Served

Population (from the 2020 U.S. Census Results for the municipal boundary in which the project activities will occur).

689447

Federal Employer Identification Number (FEIN)

62-0694743

Budget and Attachments

Budget Worksheet

Policy 03 Object Line-item reference	Expense Object Line-item Category (1)	Grant Contract	Grantee Match	Total Project
Enter Match % Requirement:	0%			
1.2	Salaries, Benefits & Taxes	\$0.00	\$0.00	\$0.00
4, 15	Professional Fee, Grant and Award (2)	\$95,000.00	\$0.00	\$95,000.00
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage and Shipping, Occupancy, Equipment, Rental and Maintenance, Printing and Publications	\$0.00	\$0.00	\$0.00



Application Summary

11, 12	Travel, Conferences and Meetings	\$0.00	\$0.00	\$0.00
13	Interest (2)	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals	\$0.00	\$0.00	\$0.00
17	Depreciation (2)	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel (2)	\$0.00	\$0.00	\$0.00
20	Capital Purchase (2)	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$4,750.00	\$0.00	\$4,750.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	Grant Total	\$99,750.00	\$0.00	\$99,750.00

Budget Line Item Details
Budget Line Item Detail

Professional Fee, Grant and Award	Amount
Drilling Contractor	\$45,980.00
Analytical Laboratory	\$9,100.00
Geotechnical Laboratory	\$8,140.00
Field Materials, Expenses, and Equipment	\$3,170.00
Environmental Professional	\$28,610.00
	\$0.00



Application Summary

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$95,000.00

Interest

Amount

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00



Application Summary

Additional Budget Upload

Partner Information

Partner Information

Application ID	Organization	Contact Name	1-7 of 7
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		
2024-11080	Metropolitan Government of Nashville and Davidson County		

Project Information



Application Summary

General Proposal Information

Project Address(es)

1-7 of 7

Appli cation ID	Organization	Project Title	Street Address	State	Zip	Cou nty
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9303006600)	2 Titans Way	Tenn essee	37 213	Davi dson
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307002200)	2 Victory Ave	Tenn essee	37 213	Davi dson
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (Parcel 9307005400)	0 Shelby Avenue	Tenn essee	37 213	Davi dson
2024-11080	Metropolitan Government of Nashville and Davidson County	East Bank Park and Greenway Environmental Investigation (ROW))	ROW, southern portion of Investigation Area	Tenn essee	37 213	Davi dson



Application Summary

2024- Metropolitan
11080 Government of
Nashville and
Davidson County

2024- Metropolitan
11080 Government of
Nashville and
Davidson County

East Bank Park and
Greenway Environmental
Investigation (Parcel
9302006700)

4 Main Street

Tenn 37 Davi
essee 213 dson

2024- Metropolitan
11080 Government of
Nashville and
Davidson County

East Bank Park and
Greenway Environmental
Investigation (Parcel
9303006600)

1 Titans Way

Tenn 37 Davi
essee 213 dson

Grant Funding Requested

As an Investigation Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

\$99,750.00

VOAP Acknowledgement

I agree to enroll in and adhere to the VOAP Schedule of Fees

Certification



Application Summary

The applicant shall certify that:

- The applicant understands that the elements of Title VI compliance correspond to requirements for Title VI as provided for in 42 U.S.C. § 2000(d) and in Tennessee Code Annotated section 4-21-904, and applicant has either adopted and implemented these elements of compliance or has agreed to adopt and implement TDEC's compliance resources as its own;
- The applicant understands that the applicant's eligibility for funding is contingent upon its satisfaction of and adherence to the requirements of Title VI, as well as any contractor or subcontractor associated with the project as required by law;
- The applicant has successfully submitted and received notification of completion for its annual Title VI Compliance Application;
- The applicant understands that if the applicant is awarded a grant by TDEC, the applicant will need to show evidence of completion of Title VI training when requested by TDEC;
- The applicant has read and understands the reporting requirements and that the applicant will comply with these requirements;
- All vendors will be selected in accordance with state public contracting laws under Tennessee Code Annotated Title 4, Chapter 56; Title 12, Chapter 3; and Title 12, Chapter 4; and
- The applicant, along with the officers, directors, owners, partners, employees, or agents of the applicant organization, is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for an award by any State or Federal agency.
- The site(s) included in the application are enrolled in VOAP or will enroll in VOAP within 30 days of an executed and signed contract.

I hereby certify that the above is accurate

Name

Date



Application Summary

Authorized Signatory

If the Awarded Local Government will be allowing individuals other than the principal executive officer or ranking elected official (i.e. mayor or utility director) to sign off on contract related items, the below information must be provided for each individual. An Authorization Letter from the principal executive officer or ranking elected official specifying individual(s) listed in the grant proposal have the authority to sign in place of the principal executive officer or ranking elected official must be uploaded below.

Printed Name Title Phone Date Signed Email Name of Person Granting Authorization to Certify

If you have signatory authority from the principal executive officer or ranking elected official, please fill out the information fields above and upload proof of signatory authority on grant applicant letterhead or another form of official executed documentation.

Self Debarment Verification



Application Summary

Please verify that your organization is not on the federal debarment list.

The Awarded Organization is required to check the debarment status of their organization by using the SAMS website prior to making a recommendation of award, purchasing of goods, or securing of services to meet grant requirements and to insure any and/or all funds associated with the grant project will be eligible for reimbursement. Grant reimbursements will not be processed if the debarment status verification have not been completed.

NOTE: If active exclusions and/or delinquent federal debt are shown, the organization cannot receive a grant contract or grant funds. If no active exclusion and no delinquent federal debt are shown, the awarded organization may receive grant funds as long as all other grant policies and procedures are followed.

Search for your organization to confirm that you are not on the Debarment List by going to [System for Award Management \(SAM\)](#)

Click "SEARCH RECORDS" tab.

In the search bars type in the Entity name or using an exclusion search term, Duns & Bradstreet number (DUNS) and/or the Entity Commercial and Government Entity (CAGE) code. You can only use one search bar at a time to search for records. Individuals are not assigned a DUNS number or CAGE code. When checking for a debarred individual, conduct the search by typing the name in the top bar.

Click "SEARCH" to retrieve a list of results. Entities with "Exclusion" listed in purple are currently debarred, while those labeled "Entity" in green do not have exclusions. In the right upper corner of the webpage, use the "Save PDF" option and upload a summary of search results.



Application Summary

Upload Debarment Status Verification

Even if there are no search results, you still must upload a pdf showing your search results.

EntityInformation_20240418-113516.pdf

36.4 KB - 04/18/2024 1:47PM

Total Files: 1

What name was searched?

Unique Entity ID LGZLHP6ZHM55

Please complete the below certification information

I certify to the best of my knowledge and belief that the data above is correct and I have searched my organization in the SAM system.

Name of person who searched the SAM system

Tim Netsch

Date

04/18/2024



Application Summary

General Correspondence

19804_VOAP_Acceptance_01_04_2024.pdf

7.3 MB - 04/18/2024 9:26AM

Total Files: 1

Signature

Date

test

DRAFT

Parcel-level Budget and Priority Ranking

Parcel #	Priority Ranking	Approx Cost/ parcel
9303006600	1	\$18,773
9302010600	2	\$24,542
9302006700	3	\$14,659
9307002200	4	\$14,375
9307005400	5	\$13,855
ROW	6	\$8,795
	Indirect Costs	\$4,750
	Total	\$99,750



Project Address(es)

Organization: Metropolitan Government of Nashville and Davidson County

Project Address

Project Title: East Bank Park and Greenway Environmental Investigation (Parcel 9307002200)

Street Address:

2 Victory Ave

State: Tennessee

Zip: 37213

Census Tract: 193

GPS Coordinates: 36.1665° N, 86.7713° W

Current Conditions of Property: The subject parcels are currently developed with parks and open space including a greenway segment, parking lots, the historic Nashville Bridge Company Building and Nissan Stadium.

Current Zoning of Property: MUI (Mixed Use Intensive), Urban Zoning Overlay. Portions of the property are also located within the Floodplain Overlay.

County
Davidson

City
Nashville

County Tier Designation

Tier 1: \$4,500 jobs tax credit with 15 year carry forward.

Plat Map



Project Address(es)

Organization: Metropolitan Government of Nashville and Davidson County

Project Address

Project Title: East Bank Park and Greenway Environmental Investigation (Parcel 9307005400)

Street Address:

0 Shelby Avenue

State: Tennessee

Zip: 37213

Census Tract: 193

GPS Coordinates: 36.1665° N, 86.7713° W

Current Conditions of Property: The subject parcels are currently developed with parks and open space including a greenway segment, parking lots, the historic Nashville Bridge Company Building and Nissan Stadium.

Current Zoning of Property: MUI (Mixed Use Intensive), Urban Zoning Overlay. Portions of the property are also located within the Floodplain Overlay.

County
Davidson

City
Nashville

County Tier Designation
Tier 1: \$4,500 jobs tax credit with 15 year carry forward.

Plat Map



Project Address(es)

Organization: Metropolitan Government of Nashville and Davidson County

Project Address

Project Title: East Bank Park and Greenway Environmental Investigation (ROW)

Street Address: ROW, southern portion of Investigation Area

State: Tennessee

Zip: 37213

Census Tract: 193

GPS Coordinates: 36.1665° N, 86.7713° W

Current Conditions of Property: The subject parcels are currently developed with parks and open space including a greenway segment, parking lots, the historic Nashville Bridge Company Building and Nissan Stadium.

Current Zoning of Property: MUI (Mixed Use Intensive), Urban Zoning Overlay. Portions of the property are also located within the Floodplain Overlay.

County
Davidson

City
Nashville

County Tier Designation
Tier 1: \$4,500 jobs tax credit with 15 year carry forward.

Plat Map

Project Description



Project Address(es)

Organization: Metropolitan Government of Nashville and Davidson County

Project Address

Project Title: East Bank Park and Greenway Environmental Investigation (Parcel 9302006700)

Street Address:
4 Main Street

State: Tennessee

Zip: 37213

Census Tract: 193

GPS Coordinates: 36.1665° N, 86.7713° W

Current Conditions of Property: The subject parcels are currently developed with parks and open space including a greenway segment, parking lots, the historic Nashville Bridge Company Building and Nissan Stadium.

Current Zoning of Property: MUI (Mixed Use Intensive), Urban Zoning Overlay. Portions of the property are also located within the Floodplain Overlay.

County
Davidson

City
Nashville

County Tier Designation

Tier 1: \$4,500 jobs tax credit with 15 year carry forward.



Project Address(es)

Organization: Metropolitan Government of Nashville and Davidson County

Project Address

Project Title: East Bank Park and Greenway Environmental Investigation (Parcel 9303006600)

Street Address:

1 Titans Way

State: Tennessee

Zip: 37213

Census Tract: 193

GPS Coordinates: 36.1665° N, 86.7713° W

Current Conditions of Property: The subject parcels are currently developed with parks and open space including a greenway segment, parking lots, the historic Nashville Bridge Company Building and Nissan Stadium.

Current Zoning of Property: MUI (Mixed Use Intensive), Urban Zoning Overlay. Portions of the property are also located within the Floodplain Overlay.

County
Davidson

City
Nashville

County Tier Designation

Tier 1: \$4,500 jobs tax credit with 15 year carry forward.

Plat Map



Project Description

The target area for this grant application includes parcels along the east bank of the Cumberland River in Metropolitan Nashville (Metro). These parcels – referred to collectively as the East Bank Park and Greenway, and herein described as the Investigation Area – comprise approximately 21 acres of the East Bank Central Waterfront, the swath of land totaling approximately 107 acres south of Jefferson Street, east of the Cumberland River and west of I-24 in Nashville’s urban core (Figure 1 and Figure 2).

The redevelopment of the East Bank Central Waterfront (including the Investigation Area) is integral to the Imagine East Bank vision plan (Imagine East Bank), the 2022 plan that is the culmination of a 21-month community planning process for 338 acres comprising 95 parcels of underutilized, post-industrial land (Attachment 1). Imagine East Bank outlines a vision for complete, mixed-use urban neighborhoods centered on 1.8 miles of publicly accessible, riverfront green spaces and an approximately 10-acre central park. Key objectives include remediating harmful effects of urban renewal that isolated the area geographically, socially, and economically; bolstering resiliency with a riparian framework for flood mitigation; and recentering the river as a vital community resource. One of the early implementation objectives for achieving this vision is remediating brownfields in the East Bank Central Waterfront. In accordance with Imagine East Bank recommendations, Metro ultimately plans to transform this inaccessible, underutilized riverfront into a vibrant public amenity for underserved residents.

The East Bank Redevelopment – Central Waterfront was accepted into TDEC’s Voluntary Oversight and Assistance Program (East Bank VOAP) on January 4, 2024 (Attachment 2). Much of the Investigation Area (which coincides with the East Bank VOAP boundary) has been previously evaluated for Recognized Environmental Conditions (REC) through completion of Phase I Environmental Site Assessments (ESAs) including a 2021 Phase I ESA on parcel 09303006600, one of the parcels within the East Bank Park and Greenway. However, environmental studies are more limited or are out of date on the remainder of the properties comprising East Bank Park and Greenway (Attachment 4 – Overview of Previous Investigations). These previously completed investigations in and around the East Bank Park and Greenway indicate potential for contamination on the subject parcels.

Thus, it is necessary to conduct further environmental investigations within the properties comprising East Bank Park and Greenway, especially since significant re-grading of the riverfront parcels will likely be conducted to ultimately achieve the Imagine East Bank vision. Thus, the East Bank Park and Greenway Environmental Investigation (Environmental Investigation) will entail conducting Phase II ESAs within the Investigation Area that build upon the Phase I ESAs previously completed in the vicinity (Figure 3). The proposed Environmental Investigation includes soil quality and geotechnical characterization within the Investigation Area to inform future decisions regarding public health and safety, and soil reuse/disposal.



Project Address(es)

Grant Funding Requested

As an Identification Grant applicant, you may ask for no more than \$100,000.00. Any amount exceeding this threshold will be automatically rejected.

18773

Additional Information

Description of Current Ownership or Access, including Access or Purchase Agreement(s)

All parcels within the Investigation are owned by Metropolitan Government of Nashville and Davidson County.

Description of Investigation Activities Proposed

Prior to construction of the existing stadium and park spaces, development in the East Bank Central Waterfront consisted of sawmills and lumber related operations, metal fabrication, barge construction facilities and other industrial uses. Previous investigations of the subject parcels were conducted from 2007 through 2023, to inform re-development activities. Laboratory analysis of soil samples identified concentrations of metals and polycyclic aromatic hydrocarbons (PAHs) in soil greater than applicable USEPA Regional Screening Levels (RSLs). Following remediation activities on the eastern portion of Parcel IDs 09307005400 and 09307002200, which comprises the existing Cumberland Park, Land Use Restrictions (LURs) were filed in March 2012 for both sites with the Davidson County Register of Deeds. Because design modifications to existing park spaces is anticipated which may impact existing encapsulated materials, and because other parcels in the Investigation Areas have not yet been studied, all-new assessments are recommended. These studies will evaluate soil quality prior to redevelopment or redistribution of soil and ensure compliance with all applicable environmental regulations.

Based on the planned use of the Investigation Area as a park and open space, it is recommended that the initial investigation consist of advancing approximately 20 borings within the Project Area using a hollow stem drill rig approximately 2 feet deeper than the planned cut during construction. Four borings are proposed for parcel 9303006600, three borings are proposed for parcel 9307002200, five borings are proposed for parcel 9302010600, three borings are proposed for parcel 9302006700, three borings are proposed for parcel 9302006700 and two borings are proposed for the Right of Way (ROW) area. Soil will be screened with a photoionization detector (PID) to monitor soil vapor. One surficial soil sample (0-1 feet below ground surface [bgs]) and one deep soil sample will be collected from each boring. Deep samples will be collected either from a one-foot interval associated with the highest PID reading, or from the deepest foot of the boring if soil vapors are not detected. If impacted or non-native materials are encountered during sampling activities, an additional boring will be installed approximately five-feet from the boring to delineate



impacted soils.

Soil samples will be submitted to a Tennessee-certified analytical laboratory and analyzed for Resource Conservation and Recovery Act (RCRA) 8 metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver) and PAHs. Analytical results will be compared to applicable USEPA RSLs.

In addition, soil samples will be collected from each boring for geotechnical testing to evaluate physical properties of the soil. Standard penetration testing at 2.5-foot intervals in each 10-foot-deep borings is proposed. The collection and testing of geotechnical samples is proposed as follows:

- Up to 20 Shelby tube samples,
- Up to 20 samples for particle size with hydrometer, saturated hydraulic conductivity, porosity, and effective porosity
- Up to 10 Atterberg limit tests
- Up to 4 consolidation tests
- Up to 4 Consolidated-Undrained shear strength tests with pore pressure measurements

Geotechnical samples will be tested at a soil testing laboratory in accordance with applicable guidelines and ASTM standards.

At the conclusion of the field and laboratory testing program, a letter report will be prepared to summarize the field activities and interpret laboratory results as they pertain to potential soil movement or redevelopment of the Project Area.

Is the property in a highly trafficked or residential area? Please explain.

The East Bank is dominated by auto-centric and former industrial uses with significant impervious surface coverage. Several industrial uses remain, such as the SA metal recycling plant (48 acres), Alley-Cassette Brick (13 acres), and two petroleum storage and distribution facilities (11 acres). Other uses include Crosspoint church, Metro's juvenile justice center, a gas station, a storage facility, and several hotels adjacent to the interstate. The properties subject to this grant contain Cumberland Park, the East Bank Greenway, a parking lot and Nissan Stadium.

The East Bank Greenway was constructed in association with development of the existing stadium in 1998. Cumberland Park was constructed by the Metropolitan Development Housing Agency in 2012. The park attracts many users with a splashpad, 1,200 seat amphitheater, and other recreation features. In 2015, Metro Parks completed the Lawn + Landing as a second phase of Cumberland Park development. While the greenway contains a paved trail, it does not connect to the rest of Nashville's greenway network, so it attracts some but not high levels of foot traffic (Source: Imagine East Bank). The CSX railroad passes along the north boundary of the park and greenway and is primarily used to move a few boxcars of scrap metal from SA Recycling approximately twice a week. (Source: US DOT Federal Railroad Administration).



Is the property connected to existing infrastructure (roads, drinking water, wastewater, broadband, electricity)? Please describe.

The project area is currently accessible from the existing street network. Titans Way, which runs through the site, ties into the broader transportation network via connections to Woodland Street, James Robertson Parkway, and Korean Veterans Blvd. Interstate 24 access is available near the property, and surrounding roads move large volumes of traffic associated with Tennessee Titans football games. The site is also accessible to pedestrians and cyclists via the John Seigenthaler Pedestrian Bridge. The site has existing stormwater infrastructure and other minimal infrastructure, such as fencing, basic street lighting, and rarely used rail tracks. Utilities including water, electric service, and internet are available throughout the area.

The Imagine East Bank vision plan proposes nearly wholesale redevelopment of the entire East Bank Central Waterfront area, and multiple large infrastructure projects are currently underway. Construction recently broke ground on a new stadium to host Tennessee Titans games as well as other sporting, entertainment, and civic events.

List of Known Prior Uses of the Property

- Mid-to-late-19th century: Sawmills, lumberyards, and brickyards that relied on direct waterfront access. The railroad has run through the site since the 1870s.
- Early-to-mid-20th century:
 - o Metal bridgeworks fabricator and barge construction facilities, located on a portion of the property just north of the John Seigenthaler Pedestrian Bridge.
 - The Nashville Bridge Facility, located on property south of the pedestrian bridge (source: USACE Nashville District, 2008).
- Late-20th century to today:
 - o Surface parking for Nissan Stadium, which opened in 1999 as Adelphia Coliseum.
 - o East Bank Greenway and Cumberland Park, located west of the railroad tracks.
 - o NABRICO building, a National Register-eligible building that contains offices and an event venue.



Project Address(es)

Are any of the sites to be investigated included in community planning efforts? If yes, please describe. If no, state 'no'.

Yes. The Metropolitan Government of Nashville in 2022 adopted a vision plan for the East Bank of the Cumberland River, known as Imagine East Bank. Imagine East Bank establishes a framework for a cohesive, resilient, and equitable community. Specifically, plans include a new multimodal street network, a diverse mix of residential housing types and price points, commercial facilities anchored by the Tennessee Titans stadium. The sites that are the subject of this grant application – the East Bank Park and Greenway – will include multi-purpose performative landscapes which allow for stormwater management within the Central Waterfront neighborhood along with recreation/leisure opportunities for residents and visitors to the neighborhood. Critical to the formulation this concept was an extensive public visioning effort through which residents and stakeholders identified community priorities, reviewed draft concepts, and shaped the final master plan. The engagement process lasted approximately 21 months and offered a variety of virtual and in-person opportunities for community members to shape the plan, including in-person workshops, virtual meetings, online and paper surveys, interactive polls, email distributions, and other tools. Over 1,200 meeting attendees were recorded at more than 50 public meetings, and over 1,700 survey responses were received throughout the course of the engagement process.

Has the applicant identified an intended end use for the property or begun working with a developer? If yes, please describe. If no, state 'no'.

Yes. The East Bank Park and Greenway is an integral piece of the Imagine East Bank vision and is proposed to primarily consist of active and passive recreation space while serving as a natural buffer along the riverfront. This envisioned greenway furthers master plan goals by improving river access and bolstering resiliency through enhanced floodplain and stormwater management. Meanwhile, the eastern and northern portions of the area are slated for a major park that integrates with the adjacent “Central Waterfront” neighborhood. Metro has begun working with partner developers on multiple sites within the Central Waterfront in proximity to the Investigation Area.

Does the applicant have any experience investigating potential brownfield sites? If yes, please describe. If no, state 'no'.

Metro Nashville has had extensive experience over the course of decades managing all phases of brownfield recovery including identification, investigation and remediation. Several sites on Nashville's waterfront have been the subject of previous efforts involving step by step compliance with federal and state regulatory requirements. These efforts have produced Phase I and Phase II Environmental Site Assessments, soil remediation plans, clean-up projects and other actions up to and including permanent land use restriction agreements where necessary. Notable Metro-driven projects brownfield investigations include Cumberland Park, Rolling Mill Hill, Wharf Park, the Due West Landfill, Nashville Thermal Plant, Bridgestone Arena, the NABRICO Building, Music City Center, First Horizon Park (baseball stadium), Riverfront Park (Ascent Amphitheater) and Korean Veterans Bridge.



Project Address(es)

Does your community have any grant management experience? This may be state or federal grants. If yes, please describe.

Yes. In fiscal year 2023, Metro processed 32 grant applications and 202 grant awards. The total grant application value was \$76,715,278. The total dollar value of grants processed for awards was \$214,042,383. Collectively, these represent grants that originated in twenty-two different Metro departments.

Metro has had decades of experience managing grants. In addition to the grant-related activities of individual departments, the Metro Finance Department includes a Division of Grants & Accountability to coordinate efforts Metro-wide. Within this division are two sections: The Grants Coordination Section serves as a nerve center for assembling, organizing and making certain that all the necessary documentation for external grant applications are complete and accurate prior to approval of the necessary authorizing offices within Metro. The Office of Financial Accountability section conducts fiscal and programmatic monitoring of awarded federal and state grants to ensure compliance with federal, state and local laws, regulations, stated outcomes and results, and the specific requirements of the grant program.

Together, the dedicated, professional staff in these two sections shepherd grants through their entire life cycle including internal coordination between Metro departments, Metro Legal, Risk Management and the Metropolitan Council. The division is responsible for ensuring that all grants are well-documented, that Metro agencies maximize grant reimbursements and ensure that grants are administered in compliance with grantor requirements. In addition, most individual departments including the Metropolitan Planning Department have assigned staff in grants management roles. In coordination with the Division of Grants & Accountability, departmental staff is responsible for developing grant application content, securing departmental approvals, and day-to-day management of grant-funded projects including close-out and any required subsequent reporting.

Please submit you proposed timeline for completing the activities outlined in your budget proposal. Please note that activities beginning before the start of the contract term (August 2024) will not be funded and should not be included in your budget.

Subsequent to the notice of grant award, Metro will select a consultant and remediation contractor to implement the scope of investigation presented herein. It is estimated that contractor procurement and implementation of fieldwork will take up to 6 months to complete. Metro, and its engineering consultant, will summarize the field methods and results of laboratory testing in a letter report within 4 months after receipt of laboratory analytical data.



Project Address(es)

Overview

Activity Type: Project Address(es)

Form completed by: Ruby Wells

Activity Summary

Correction Upload

Activity Comments:

If TDEC staff have entered comments regarding this activity, they will appear below.



Project Address(es)

Questions/Comment/Response

1. Click the "+" button below to enter your comments and questions to TDEC Staff.
2. Once you have entered your information, **click the "Save Draft" or "Save" button.**

NOTE: If you do not click the "Save Draft" or "Save" button, your comment will not be saved.

3. Click the "Send Comment/Question to TDEC".

TDEC Staff will review and respond through the same process. You will receive an email notification when a response has been entered.

NOTE: YOU MUST CLICK SAVE BEFORE SENDING YOUR COMMENTS TO TDEC STAFF OR YOUR COMMENT WILL NOT BE SAVED.

Date	TDEC Staff	Select Type	Name	Comment/Question/Response

Figure 1: East Bank Brownfield Redevelopment Location Map

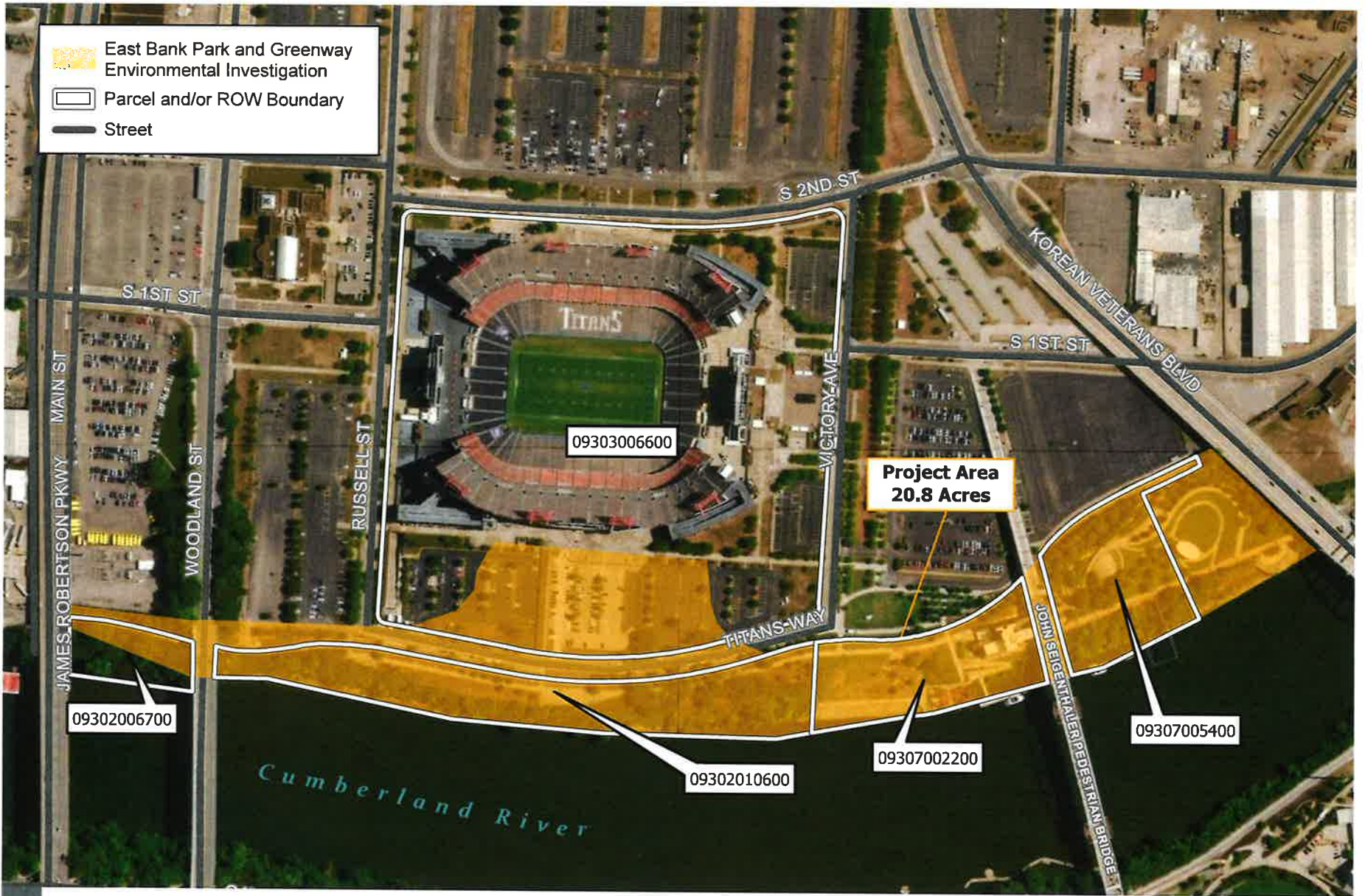


EAST BANK BROWNFIELD REDEVELOPMENT LOCATION MAP

Figure 1

NASHVILLE/9826/PO01/EASTBANKPM

Figure 2: East Bank Park and Greenway Environmental Investigation



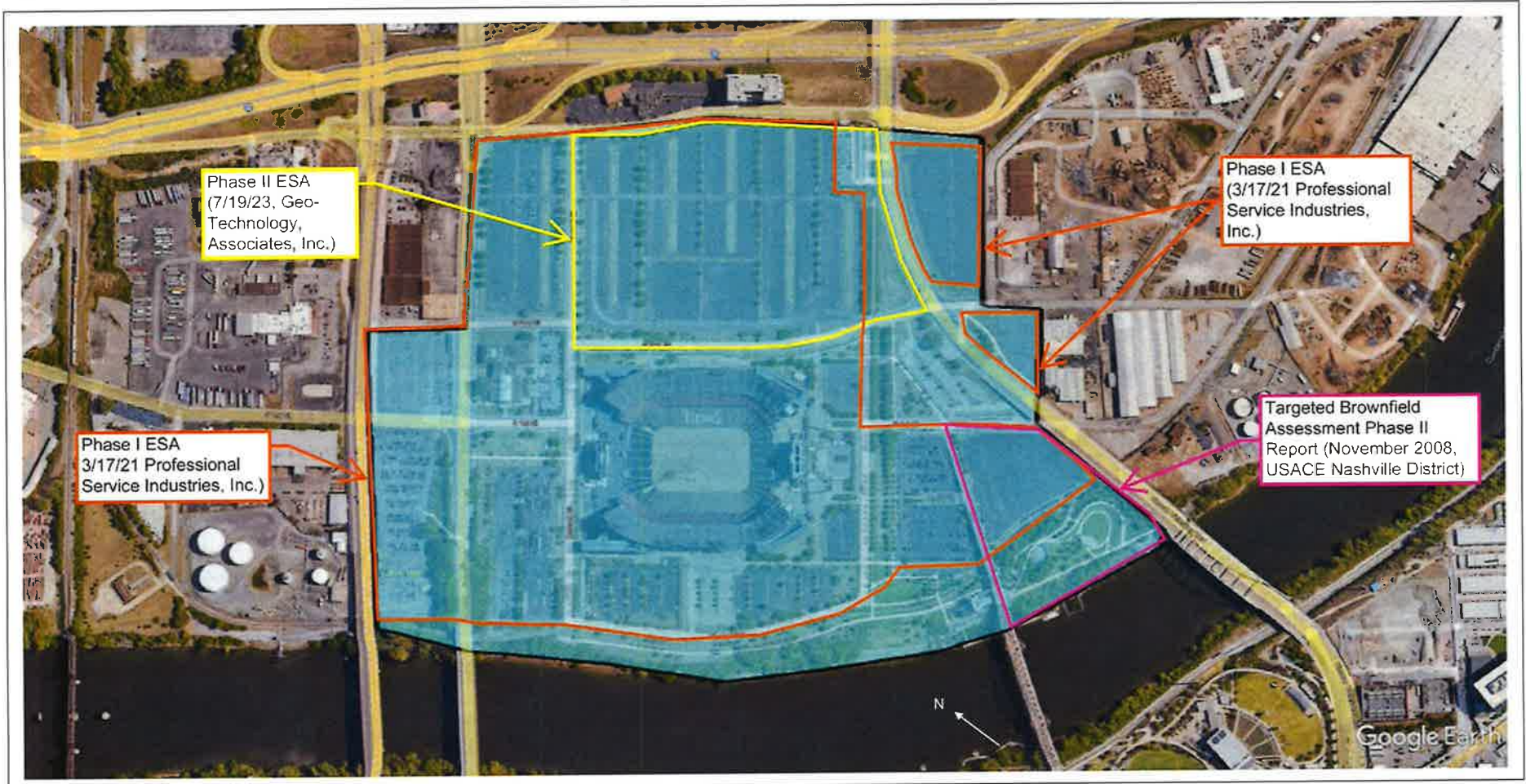
EAST BANK PARK AND GREENWAY ENVIRONMENTAL INVESTIGATION

Figure 2

NASHVILLE/9826/PO01/EASTBANKPM



Figure 3: 2021 Phase I ESA and 2023 Phase II ESA Study Boundaries



APPLICATION FOR TDEC BROWNFIELD REDEVELOPMENT AREA GRANT

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



April 26, 2024

Director
Department of Planning

Date

**GRANT CONTRACT BETWEEN TENNESSEE DEPARTMENT OF ENVIRONMENT & CONSERVATION
AND THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY**

BROWNFIELD REDEVELOPMENT AREA GRANT

ATTACHMENT C

The project will consist of soil boring and sampling, laboratory analysis for hazardous materials and geotechnical characteristics, and the production of a final report.

Proposed Activity by Parcel

- Parcel ID: 09303006600, 1 TITANS WAY (4 borings proposed)
- Parcel ID: 09302010600, 2 TITANS WAY (5 borings proposed)
- Parcel ID: 09302006700, 4 MAIN ST (3 borings proposed)
- Parcel ID: 09307002200, 2 VICTORY AVE (3 borings proposed)
- Parcel ID: 09307005400, 0 SHELBY AVE (3 borings proposed)
- RIGHT OF WAY (2 borings proposed)

Proposed Preliminary Project Schedule

- Jan 1 – March 31, 2025: Contractor procurement
- April 1, 2025 – Mobilization of Phase 2 ESA site investigations (borings, soil sampling)
- July 1, 2025 – Completion of Phase 2 ESA site investigations
- July 21, 2025 – Completion of laboratory analysis
- July 1 – October 1, 2025 – Completion of report summarizing field methods and results of laboratory analysis*

* Based on Phase 2 findings, additional assessment or environmental due diligence may be necessary to address unknown issues for future redevelopment plans.


Certificate Of Completion

Envelope Id: 9256FFC28D74402E85661E70B5E09DB5	Status: Completed
Subject: Complete with DocuSign: Planning-Brownfields Redevelopment Area Grant (BRAG)24-25 Ready.pdf	
Source Envelope:	
Document Pages: 57	Signatures: 6
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Juanita Paulson
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	Juanita.Paulsen@nashville.gov
	IP Address: 170.190.198.190

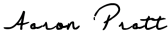
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Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
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Alla.Cross@nashville.gov		Viewed: 11/18/2024 8:39:13 AM
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Aaron.Pratt@nashville.gov		Viewed: 11/18/2024 8:43:08 AM
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Kevin Crumbo/mjw		Sent: 11/18/2024 8:43:20 AM
MaryJo.Wiggins@nashville.gov		Viewed: 11/18/2024 9:40:26 AM
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	Signature Adoption: Pre-selected Style	
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
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 ID: 63994fad-a99a-40de-80d9-1d3e4128d77f

Courtney Mohan		Sent: 11/18/2024 9:42:45 AM
Courtney.Mohan@nashville.gov		Viewed: 11/18/2024 9:43:22 AM
Security Level: Email, Account Authentication (None)		Signed: 11/18/2024 10:21:29 AM
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	Using IP Address: 170.190.198.144	

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 11/18/2024 9:43:21 AM ID: 70255813-ba71-4991-99d6-e1a381c28e94		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	<i>Balogun Cobb</i> Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 11/18/2024 10:21:32 AM Viewed: 11/18/2024 10:30:00 AM Signed: 11/18/2024 10:30:09 AM

Electronic Record and Signature Disclosure:
 Accepted: 11/18/2024 10:30:00 AM
 ID: e49282b4-3d1e-4cfa-aa0c-3e0256ae3564

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Danielle Godin Danielle.Godin@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/18/2024 10:30:10 AM Viewed: 11/18/2024 11:06:53 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/18/2024 10:30:11 AM
Electronic Record and Signature Disclosure: Accepted: 11/18/2024 10:33:35 AM ID: 3edeb759-0d90-4888-92d7-b692e341851a		

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2024 1:44:27 PM
Certified Delivered	Security Checked	11/18/2024 10:30:00 AM
Signing Complete	Security Checked	11/18/2024 10:30:09 AM
Completed	Security Checked	11/18/2024 10:30:11 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		