

JOHN COOPER
MAYOR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

DEPARTMENT OF FINANCE

PUBLIC PROPERTY ADMINISTRATION

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

April 27, 2022

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

Dear Vice Mayor Shulman and Members of the Metropolitan Council:

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

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

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

Sincerely,

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

Ronald Colter
Real Estate Manager
Department of Finance
Public Property Administration



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

April 05, 2022

To: Ronald Colter, Metro Public Property Administration

**Re: 1900 Church Street
Planning Commission Mandatory Referral #2022M-016AG-001
Council District #21– Brandon Taylor, Council Member**

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A resolution approving the Fifth Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and Signature Center, L.P. for office space for the Police Advocacy Support Services (“PASS”) Program.

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: none

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Delilah Rhodes at delilah.rhodes@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink that reads "Robert Leeman".

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

FIFTH AMENDMENT TO LEASE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

Fifth Amendment Lease Extension Term for Suite 500:

- (a) The Fifth Lease Extension Term (the "Fifth Lease Extension Term"), for Suite 500, shall be extended for an additional three (3) year period, commencing July 1, 2024 and shall terminate, as of midnight, on June 30, 2027.
- (b) The Tenant will no longer have the option to terminate the Lease Early (previously referred to as the "Early Termination Option"). This options shall be void and no longer be considered part of the lease agreement.

Base Rent for Suite 500:

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

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

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

Fifth Amendment Expansion for Suite 502:

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

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

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

Premises Condition for Suite 502:

(a) Landlord's Work:

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

(b) Delivery of Possession

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

(c) Punchlist Items

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

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

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

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

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

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

LANDLORD

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

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

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

TENANT

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

Approved:

Metropolitan Police Department

By: John Drake

Printed Name: _____

Title: _____

Approved:

Public Property Administration

By: Ronald Colter

Printed Name: _____

Title: _____

Approved:

Department of Finance

By: Billy Flannery/mfw

Printed Name: _____

Title: _____

Approved:

Metropolitan Attorney

By: Macy Amos

Printed Name: _____

Title: _____

Approved as to insurance requirements:

By: Balogun Cobb

Printed Name: _____

Title: _____

Approved:

Mayor of Nashville Davidson County

By: _____

Printed Name: _____

Attest:

Metropolitan Clerk

By: _____

Printed Name: _____



WORK PROPOSAL

DATE: 2.21.22

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

GENERAL CONDITIONS:

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

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

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

- Provide and install new rubber cove wall base in areas with new flooring
- Provide and install new VCT in kitchen area
- **General Conditions- \$10,400.00**
 - Dumpsters
 - Port-o-let
 - General Liability and Worker’s Compensation Insurance
 - Project Management
 - Mileage
 - Cleaning
 - Flooring & Wall Protection

TERMS AND CONDITIONS:

➤ **Amount to complete the activities as described above: = \$ 76,900.00**

Note: Pricing is valid for a period of 30 days from the date of this work proposal.

- Alternate #1 Eliminate ceiling grid replacement. Ceiling Grid to be altered to accommodate new offices- Deduct \$8,500.00*
- Alternate #2 Eliminate lighting replacement. All existing lighting to remain- Deduct \$5,250.00*
- Alternate #3 Only replace flooring in conference room (carpet) and add LVT to one office- Deduct \$6,250.00*
- Total of alternates- \$20,000.00*

- 1) Terms:
 - 50% initial deposit [\$38,450.00]
 - 50% due upon completion [\$38,450.00]
- 2) Schedule:
 - Typically work can commence within two weeks of contract signing
 - We anticipate the work to take 4-6 weeks
- 3) Payments: Payments are due upon receipt of invoice. A 1.5% monthly fee will be charged on any amount not paid within seven days of the invoice date. Client agrees to pay any collection costs for non-payment, including reasonable attorney fees and court costs, and a \$50 fee for any returned check.
- 4) Changes:
 - No additions, deletions or modifications to this work will be made unless agreed to in writing by client and contractor. Facsimile signatures and email confirmations are permitted.

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

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

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