



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, JANUARY 19, 2021**

AMENDMENT NO. ____
TO
RESOLUTION NO. RS2021-728

Mr. President –

I hereby move to amend Resolution No. RS2021-728 by deleting the ninth recital in its entirety and replacing it with the following:

~~WHEREAS, Phyllis Williams also served and held leadership roles on many boards throughout her life such as Leadership Donelson-Hermitage, the Davidson County Democratic Party, WIN (Women in Numbers), the Old Hickory Chamber of Commerce, and Greater Nashville Business & Professional Women; and~~

WHEREAS, Phyllis Williams also served and held leadership roles on many boards throughout her life such as Leadership Donelson-Hermitage, the Davidson County Democratic Party, WIN (Women in Numbers), the Old Hickory Chamber of Commerce, the Donelson-Hermitage Chamber of Commerce, and Greater Nashville Business & Professional Women; and

SPONSORED BY:

Larry Hagar
Member of Council

RESOLUTION NO. RS2021- ____

A Resolution condemning the January 6, 2021, U.S. Capitol Building insurrection.

WHEREAS, the United States Capitol building has served as a bastion of democracy here and around the world since 1800; and

WHEREAS, On Wednesday, January 6, 2021, President Trump held a rally in Washington D.C. calling on his supporters to “fight like hell” and march to the U.S. Capitol Building where the Joint Session of Congress was meeting to certify the electoral votes from all 50 states and the District of Columbia in order to confirm President-elect Joe Biden's victory; and

WHEREAS, immediately following Trump’s rally, the U.S. Capitol Building was violently breached and occupied for the first time since the War of 1812 by thousands of Trump loyalists in an attempt to undermine the results of the 2020 presidential election; and

WHEREAS, this insurrection was the outgrowth of seditious ideology by a group of traitors fueled by Donald Trump who attempted to erode the very foundation of our democratic republic; and

WHEREAS, five people died during the U.S. Capitol insurrection, including one brave Capitol Hill police officer, all as a result of lies fomented by Trump and his Republican allies that the election had somehow been stolen – lies which have been rejected by courts across the country; and

WHEREAS, the Metropolitan Council honors and upholds the First Amendment of the Constitution of the United States granting “the right of the people peaceably to assemble, and to petition the Government for a redress of grievances”; and

WHEREAS, the right to assemble and protest does not include the right to engage in violent and destructive behavior; and

WHEREAS, as elected officials, we must call on all other elected officials to stand up for our democracy and system of government, and reject those that wish to tear our country apart based on conspiracy and lies; and

WHEREAS, it is appropriate that the Metropolitan Council condemns the lawless actions of violence and destruction against our government, elected officials, government staff, and our law enforcement agencies as witnessed on January 6, 2021 in our nation's capital and at our U.S. Capitol building.

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

Section 1. The Metropolitan County Council hereby goes on record as vehemently condemning the acts of violence and insurrection committed at the seat of our country's democracy on January 6, 2021, and calls for the end to such insurrection going forward.

Section 2. The Metropolitan Council further calls upon President Trump to publicly admit there was no widespread election fraud that would have impacted the results of the 2020 presidential election, and that he call for an end to all insurrectionist activity.

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

INTRODUCED BY:

Ginny Welsch
Member of Council

AMENDMENT NO. ____
TO
SUBSTITUTE ORDINANCE NO. BL2020-553

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2020-553 by amending Section 1 as follows:

Section 1. So long as there is a willing and qualified operator, ~~All~~ care being provided to patients and residents at J.B. Knowles Home Assisted Living Facility shall be continued unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving twenty-one (21) affirmative votes, after a public hearing. Likewise, no wind down or other processes or preparations intended to prepare the facility for closure shall occur until 30 days after the public hearing and affirmative Council vote.

SPONSORED BY:

Kyonzte Toombs
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-586

Mr. President –

I hereby move to amend Ordinance No. BL2020-586, Section 4, as follows:

Section 4. The Metropolitan Council hereby requests Mayor Cooper's administration to submit a plan to the Metropolitan Council for the Knowles Home Assisted Living facility, whether that be for continued operation as an assisted living facility or some other purpose, within 180 days of the completion of an RFP process, with a successful bidder, for the continued operation of the Knowles Home Assisted Living facility or one year from the effective date of this Ordinance, whichever occurs first.

SPONSORED BY:

Kyonzté Toombs
Member of Council

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2021-594

Mr. President –

I hereby move to amend Ordinance No. BL2021-594 by adding the following recital between the second and third recital:

WHEREAS, a federal study of pedestrian/vehicle crashes in the US shows that collisions at an impact speed of 23 miles per hour are half as likely to cause pedestrians severe injury or death as collisions at 31 miles per hour; and

SPONSORED BY:

Burkley Allen
Member of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2021-594

Mr. President:

I move to amend Ordinance No. BL2021-594 by amending Section 3 as follows:

Section 3. Section 12.20.020-A. of the Metropolitan Code of Laws is hereby amended by deleting it in its entirety, and replacing it with the following:

12.20.020 - Maximum speed limits.

In the absence of a posted speed limit sign duly authorized by the traffic and parking commission, and except as provided by Sections 12.20.030, 12.20.040 and 12.20.070, or any other section of this title, no person shall exceed the maximum lawful speed stated hereunder, provided that this section shall not apply to the Interstate Highway System, which is regulated under Tennessee Code Annotated, Section 55-8-152:

A. Twenty-five miles per hour in any urban district within the Urban Services District;

B. Thirty miles per hour in any urban district outside of the Urban Services District;

C. Fifty-five miles per hour in other locations;

D. Section 12.84.030 sets out the penalty for violation of subsections A, B, and C of this section.

INTRODUCED BY:

Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-596

Mr. President,

I hereby move to amend Ordinance No. BL2021-596, Section 1, by replacing “June 10, 2020” with “September 15, 2020” as follows:

Section 1. There is hereby re-adopted by the Metropolitan Council that certain Code entitled “The Code of The Metropolitan Government of Nashville and Davidson County, Tennessee” prepared by Municipal Code Corporation, containing certain ordinances of a general and permanent nature enacted on or before ~~June 10, 2020~~ September 15, 2020, as compiled, consolidated, codified, and indexed in Titles 1 to 17, including those supplemental and replacement pages having in the lower right-hand or left-hand corner thereof the notation: Met. Nashville Davidson Co., Supp. No. 34 (12/20).

SPONSORED BY:

Courtney Johnston
Member of Council

AMENDMENT NO. __
TO
ORDINANCE NO. BL2021-597

Mr. President –

I move to amend Ordinance No. BL2021-597 as follows:

I. By substituting the participation agreement incorporated into Section 1 with the attached new participation agreement.

II. By adding the following as a new Section 3, and renumbering the current sections as necessary:

Section 3. That the participation of the Metropolitan Government of Nashville and Davidson County in the Participation Agreement, as attached hereto and incorporated herein, is subject to the availability of funds as determined by the Department of Finance.

III. By adding the following as a new Section 4, and renumbering the current sections as necessary:

Section 4. It is hereby the intent of the Metropolitan Council to establish a Central Business Improvement District, either by resolution or by petition as provided under Tenn. Code Ann. §7-84-511, for the 40-acre portion of the River North property known as “the Landings.”

INTRODUCED BY:

Sean Parker
Member of Council

**PARTICIPATION
AGREEMENT
FOR
THE CONSTRUCTION OF PUBLIC INFRASTRUCTURE**

THIS PARTICIPATION AGREEMENT is entered into by and between Monroe Infrastructure LLC, an Illinois limited liability company (“Monroe”), and The Metropolitan Government of Nashville and Davidson County, acting through the Metropolitan Department of Public Works (“Metro”).

WHEREAS, Monroe and/or its affiliates have assembled (“River North”), real property in an area north of Jefferson Street and east of the Cumberland River: and,

WHEREAS, River North will include public infrastructure (“Phase 1A”), including roadway and intersection improvements and public utilities associated with the first phase of development within River North; and,

WHEREAS, the first 10(+) acre development within River North is anticipated to generate \$5 million (+) of additional property taxes annually and it will not occur without the Phase 1A; and,

WHEREAS, the parties would like to work together to construct Phase 1A; and,

WHEREAS, Metro has already appropriated the funds necessary to pay the cost of Phase 1A in its 2019 Capital Spending Plan; and,

WHEREAS, the work completed within Phase 1A, which will create a new road network, will cost approximately \$20,902,00.00; and,

WHEREAS, Metro’s total contribution shall not exceed \$13,802,000.00 for the scope presently contemplated in Phase 1A; and,

WHEREAS, Monroe is providing approximately five-and-one-half (5.5) acres of land for roads and approximately four (4) acres for a riverfront greenway; and,

WHEREAS, Monroe is responsible for demolition of existing structures, construction, installation and completion of Phase 1A; and,

WHEREAS, Metro and Monroe, in cooperation with other landowners and stakeholders in the proximity of “the Landings” of River North, will establish a Central Business Improvement District pursuant to *Tennessee Code Annotated § 7-84-501, et seq.* for the first 40 acres of the project commonly referred to as “the Landings”. ~~with terms and rates similar to those applied to the downtown CBID.~~

WHEREAS, the completion of Phase 1A will benefit both parties and the general community of Nashville and Davidson County, Tennessee.

NOW, THEREFORE, MONROE AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

- A. The scope of work for this Participation Agreement consists of Phase 1A, as shown in Exhibits A and B, attached hereto and incorporated herein, and the River North Phase 1A Roadway & Infrastructure engineering plans.
- B. Monroe shall cause Phase 1A to be commenced and completed as described in Exhibit A, Exhibit B and the River North Phase 1A Roadway and Infrastructure engineering plans. Work will be initiated within 90 days of receipt of Metro Council approval of the Participation Agreement and approval of all Metro permits and authorizations, with all work to be pursued diligently to completion. Monroe shall cause Phase 1A to be completed no later than 24 months from initiation unless delayed through no fault of Monroe.

II. TERMS AND CONDITIONS

- A. Monroe shall provide a full set of completed engineering design and construction documents, approved, sealed, and signed by a civil engineer licensed to practice engineering in the state of Tennessee, for Metro's review and approval for Phase 1A.
- B. Monroe shall be responsible for engaging a qualified contractor to perform the demolition of structures, construction, and installation of Phase 1A. To that end, Monroe shall let one or more construction contracts for Phase 1A. Monroe shall supervise the work performed under Phase 1A and will bear full responsibility for any and all acts or omissions of those engaged in work on behalf of Monroe. All contracts entered into by Monroe shall afford Monroe rights against the contractor, which correspond to those rights afforded to the Metropolitan Government against Monroe herein.
- C. To the extent caused by the negligence of Monroe, or the negligence of contractors engaged by Monroe, Monroe shall indemnify, defend, and hold the Metropolitan Government harmless from any and all claims, liability, damages, loss, cost, and expense of every type whatsoever, including, without limitation, attorney fees and expenses. Monroe shall be liable for such claims, liability, damage, loss, cost, or expense due to sickness, personal injury, death, or disease, or the loss or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the Metropolitan Government.
- D. Monroe shall cause Phase 1A to be performed in accordance with the approved, sealed, and signed River North Phase 1A Roadway and Infrastructure engineering plans, as approved by Metro, and the terms of this Agreement.
- E. Monroe will provide Metro monthly with reports regarding the construction and installation of Phase 1A.

- F. Monroe will permit Metro to regularly inspect the progress of the construction and installation of Phase 1A.
- G. Upon completion of the construction and installation of the Phase 1A, and upon approval by Metro, Monroe will convey ownership of the public infrastructure to Metro at no cost, and Metro will be responsible for the ongoing operation and maintenance.
- H. Monroe shall cause to be contemporaneously furnished separate performance and payment bonds for all work performed by its Contractor in Phase 1A to Metro. Each bond shall set forth a penal sum in an amount no less than the full contract sum. In the event the cost of Phase 1A is adjusted by change orders approved by Metro, the penal sum of both the performance bond and the payment bond shall be deemed adjusted by the like amount. The performance bond and the payment bond shall be in a form suitable to Metro and shall be executed by a surety, or sureties, licensed to do business in Tennessee and reasonably acceptable to Metro. Bonds shall be accompanied by a power of attorney indicating the person executing the bond is doing so on behalf of the surety.

III. PAYMENT

- A. Monroe shall pay contractors and vendors and submit to Metro for reimbursement quarterly. Each reimbursement request shall include a description of the work performed, copies of invoices and supporting materials paid by Monroe in connection with the work performed, evidence of payment, and any other information reasonably requested by Metro. Metro shall inspect the construction work and pay Monroe within (30) days of submission of Monroe's application for payment. In no event shall Metro's cumulative obligation exceed \$13,802,000.00 for the scope presently contemplated in Phase 1A.
- B. Monroe shall obtain Public Works' approval of all engineering design and construction documents for the scope of Phase 1A, including construction schedules prior to commencing construction.
- C. Monroe shall be responsible for causing the construction and completion of the scope of Phase 1A as described in Exhibit A, Exhibit B, and River North Phase 1A Roadway and Infrastructure engineering plans. Monroe's contribution is based upon plan-level cost estimates for Phase 1A. If actual cost exceeds \$20,902,000.00, Monroe is responsible for any overage to complete Phase 1A as proposed.
- D. A Clawback Event shall occur in the event all of the following have occurred:
 - i. Monroe does not substantially complete Phase 1A and that failure is not due to Metro's failure to make timely payments; and
 - ii. Metro is unable to secure substantial completion of Phase 1A through the payment and performance bonds such that Metro is not required to incur any additional expenses to secure substantial completion of Phase 1A.

If a Clawback Event occurs under this Agreement, as described in this Section, Metro shall provide Monroe written notice and Monroe will have ninety (90) days to cure or, in the event a cure would take longer than ninety (90) days, diligently pursue a cure. If Monroe fails to cure, or diligently commence a cure after ninety (90) days, Metro will have the right to terminate the Agreement and Monroe shall be required to return to Metro all payments received under the Agreement or pursue all remedies available to it at law or in equity to compel Monroe to perform its obligations under this Agreement. Notwithstanding the foregoing, Metro acknowledges that the plans for the work on Phase 1A may continue to evolve and be updated. It shall not be a default or determined to be a Clawback Event under this Section in the event that the work on Phase 1A that is substantially similar or achieves the equivalent purpose to what is required under this Agreement is, in the alternative, substantially complete.

E. The participation of the Metropolitan Government of Nashville and Davidson County in this Participation Agreement is subject to the availability of funds as determined by the Metropolitan Department of Finance.

IV. ESTABLISHMENT OF A CENTRAL BUSINESS IMPROVEMENT DISTRICT

A. Metro and Monroe, in cooperation with other landowners and stakeholders in the proximity of “the Landings” of River North, will establish a Central Business Improvement District pursuant to *Tennessee Code Annotated § 7-84-501, et seq.* for the first 40 acres of the project commonly referred to as “the Landings”, with terms and rates similar to those applied to the downtown CBID.

V. MISCELLANEOUS:

- A. This Agreement may be modified, altered, amended, canceled, or terminated only by the written agreement of the parties hereto.
- B. Any amendment to this Agreement must be approved via resolution of the Metropolitan Council.
- C. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors in interest and assigns. Venue for all matters arising under this Agreement shall be in the courts of Davidson County, Tennessee, and the parties hereto hereby consent to the jurisdiction of such courts for any such legal proceedings.

[Signature Page Attached Hereto]

IN WITNESS WHEREOF, the parties hereby have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

METRO:

MONROE INFRASTRUCTURE:

**THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY:**

MONROE INFRASTRUCTURE, LLC
an Illinois limited liability company

Mayor

By: _____

Name: _____

Its: _____

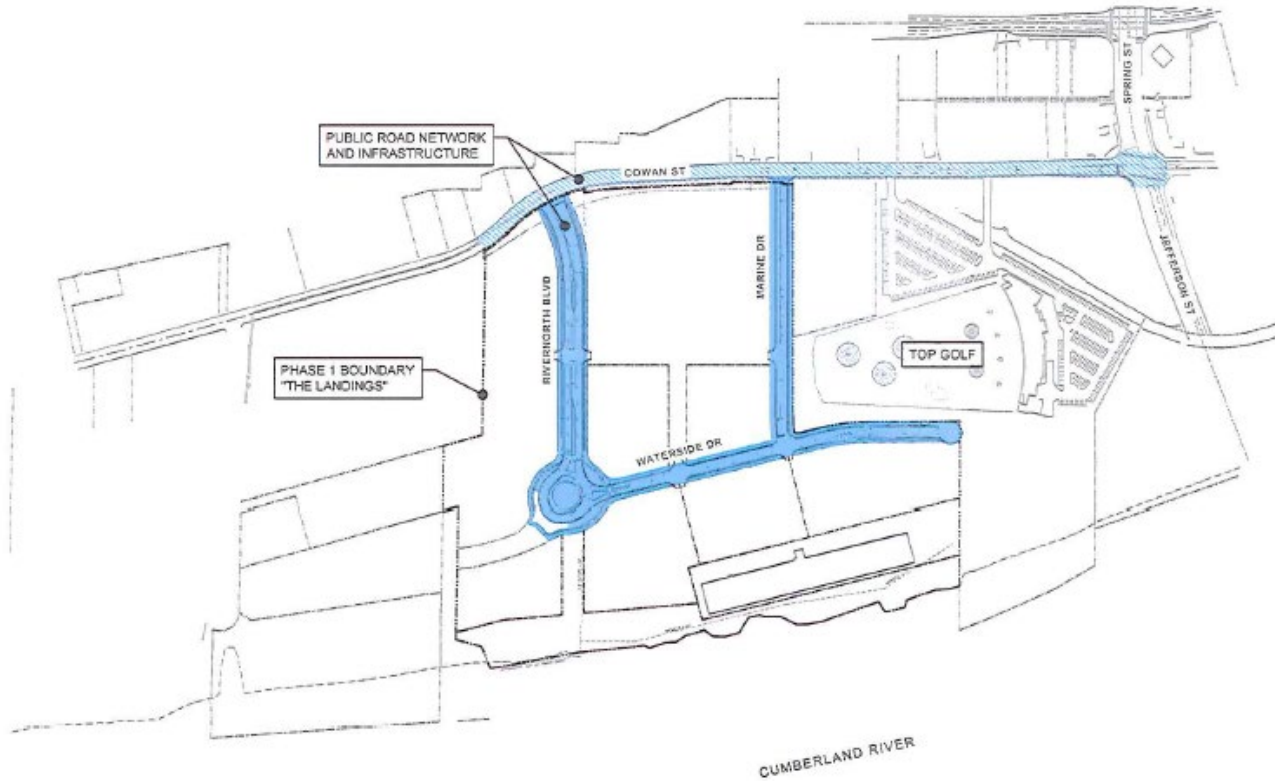
Interim Director
Metropolitan Department of Public Works

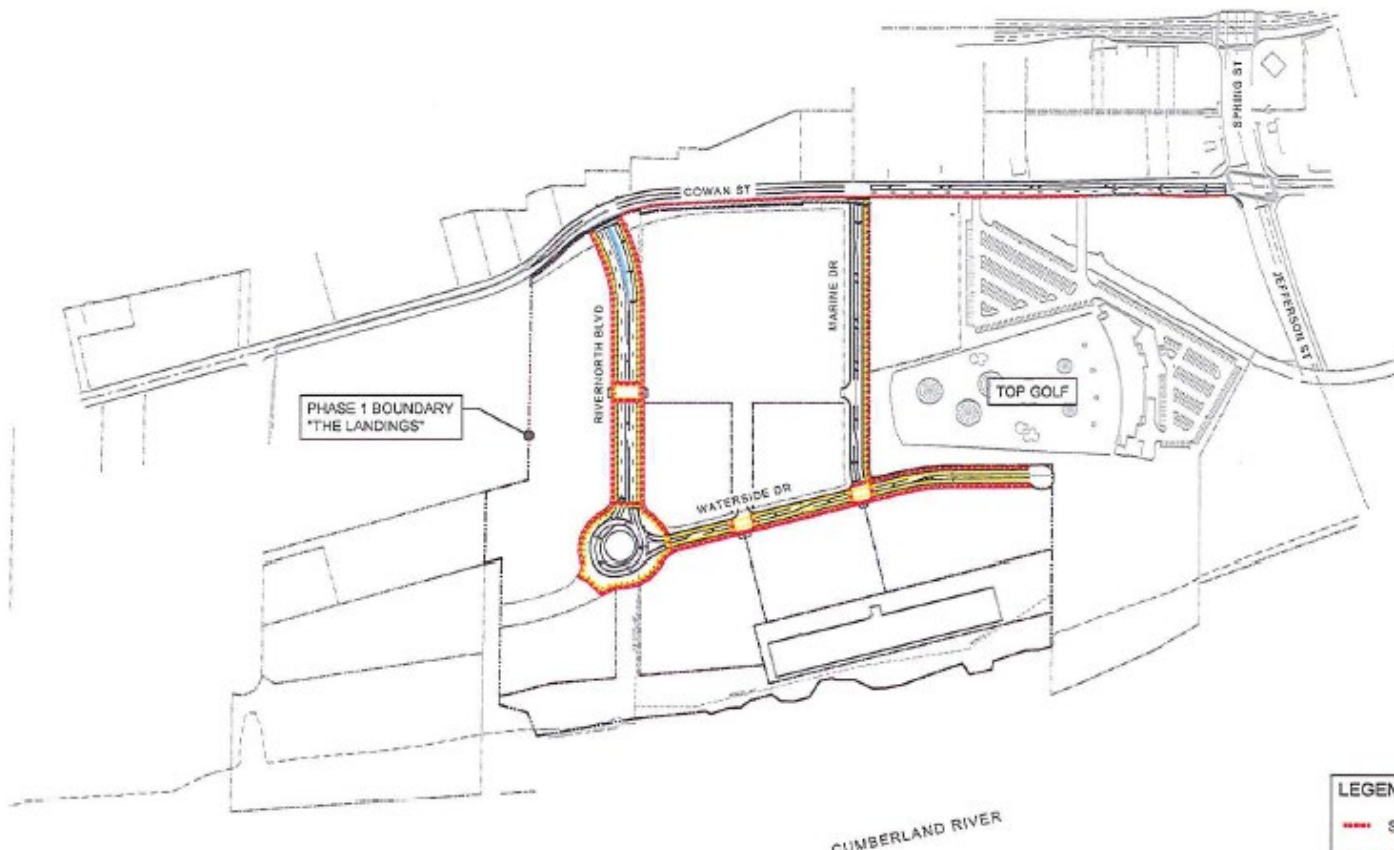
Approved as to Funding Availability:

Director
Metropolitan Department of Finance

Approved as to Form and Legality:

Metropolitan Department of Law



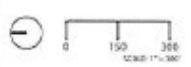


LEGEND

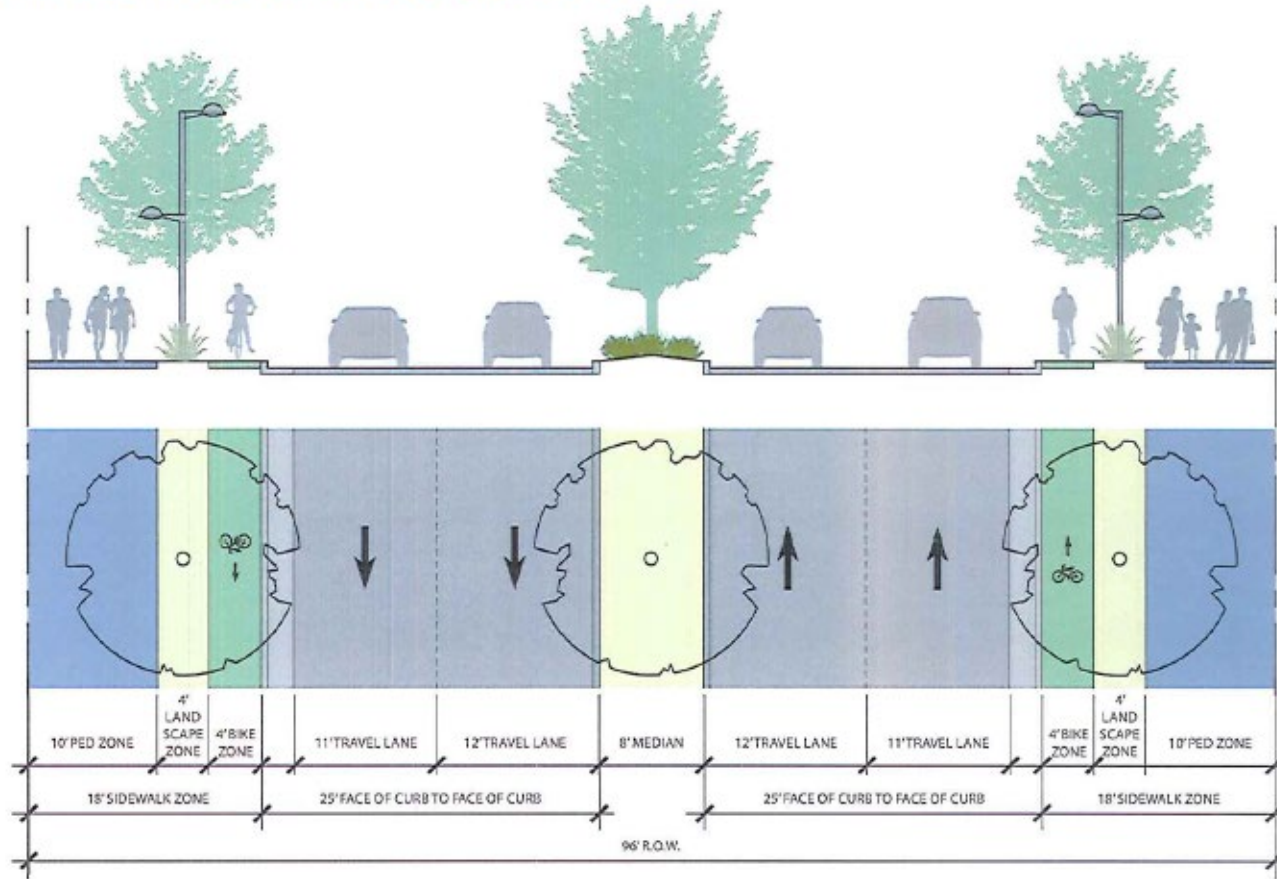
- SIDEWALKS
- BIKE PATHS



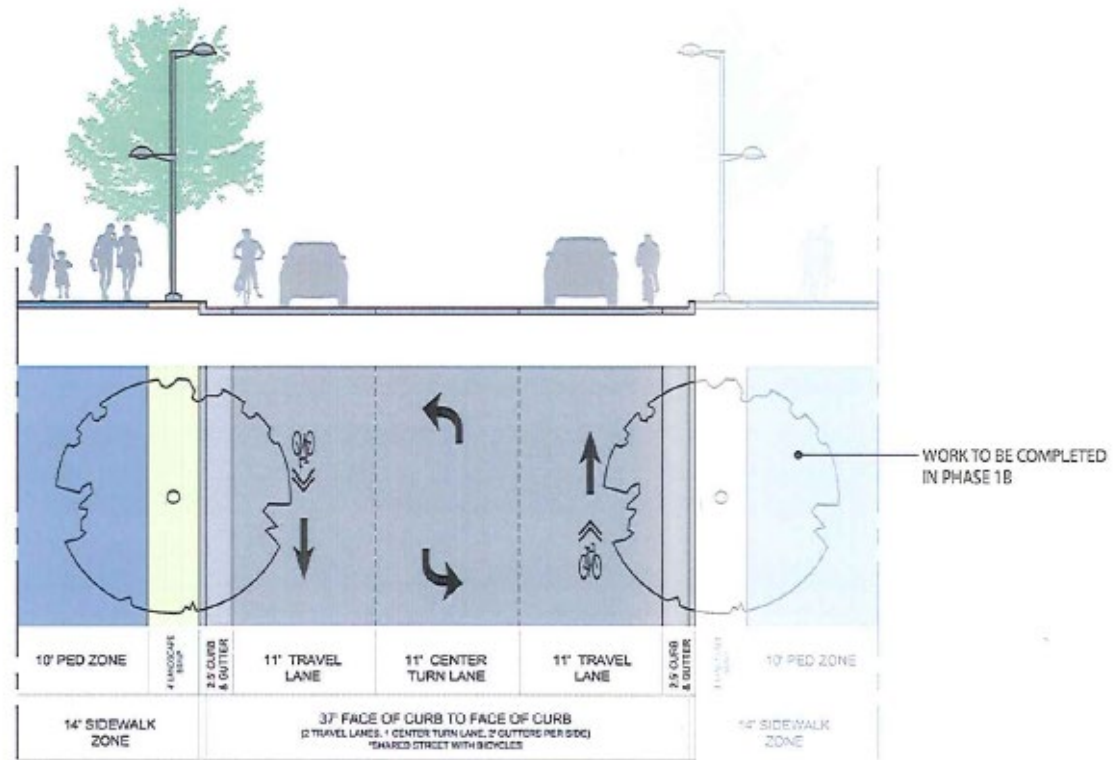
EXHIBIT A
 THE LANDINGS - RIVER NORTH
 August 11, 2009



RIVERNORTH BOULEVARD



WATERSIDE DRIVE



MARINE DRIVE

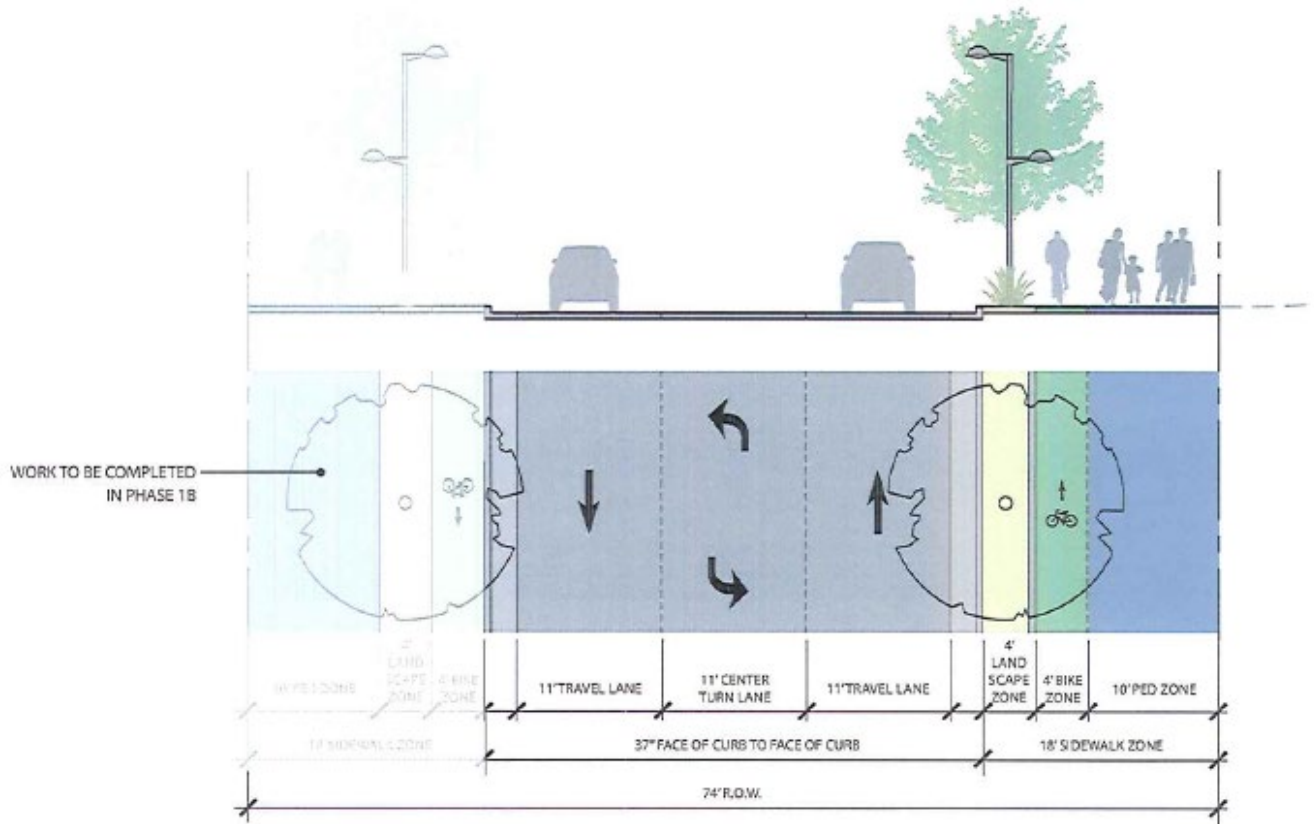


Exhibit B

Type of Work	Costs Based on Part 1A Drawings Dated 9.03.20			METRO/ MONROE WORK ALLOCATIONS			
	West of Cowan	Cowan & Jefferson Intersection	Part 1A Total	Metro Portion	Monroe Portion	Metro %	Monroe %
Demolition and ROW Prep	1,701,247	31,080	1,732,327	335,611	1,396,716	19.4%	80.6%
Erosion Control	223,643	4,357	228,000	167,431	60,569	73.4%	26.6%
Grading Work	2,043,165	127,817	2,170,982	1,594,255	576,727	73.4%	26.6%
Haul off -compensate for fill in ROW	688,110	-	688,110	505,312	182,798	73.4%	26.6%
Allowance for Undercuts	300,000	-	300,000	220,304	79,696	73.4%	26.6%
Water Sewer Work	1,930,568	653,415	2,583,983	1,897,541	686,442	73.4%	26.6%
Stormwater	2,045,608	-	2,045,608	1,502,187	543,421	73.4%	26.6%
Haul-off Spoils	511,890	-	511,890	375,905	135,985	73.4%	26.6%
Site Concrete	763,149	276,899	1,040,048	763,757	276,291	73.4%	26.6%
Bituminous Paving	902,951	288,911	1,191,862	875,241	316,621	73.4%	26.6%
Landscaping	924,803	7,000	931,803	684,267	247,536	73.4%	26.6%
Pavement Markings	135,503	27,600	163,103	119,774	43,329	73.4%	26.6%
Signs	14,130	-	14,130	3,754	-	73.4%	26.6%
Traffic Signal	-	96,364	96,364	25,599	-	73.4%	26.6%
Dry Utilities	1,763,018	-	1,763,018	1,294,668	468,350	73.4%	26.6%
2" Conduit between StreetLights	101,187	101,187	74,306	26,881	-	73.4%	26.6%
Electrical & Streetlights	468,146	-	468,146	124,364	-	73.4%	26.6%
MBE Premium	160,000	-	160,000	42,504	-	73.4%	26.6%
GC & Fees	250,721	54,372	305,093	224,044	81,049	73.4%	26.6%
SUB-TOTAL: CIVIL CONSTRUCTORS COST	14,927,839	1,567,815	16,495,654	11,177,023	5,318,630	67.8%	32.2%
NES	2,275,224	2,275,224	1,670,805	604,419	-	73.4%	26.6%
Developer Demolition	494,776	-	494,776	494,776	-	100.0%	100.0%
Top Golf ROW Work	480,000	-	480,000	352,487	127,513	73.4%	26.6%
Construction Management & Administration	303,000	34,000	337,000	-	337,000	0.0%	100.0%
4% Contingency	739,234	80,113	819,346	601,685	217,661	73.4%	26.6%
SUB-TOTAL: OTHER CONSTRUCTION COSTS	4,292,234	114,113	4,406,346	2,624,977	1,781,370	59.6%	40.4%
TOTAL CONSTRUCTION COSTS	19,220,072	1,681,927	20,902,000	13,802,000	7,100,000	66.0%	34.0%

**EXHIBIT B
THE LANDINGS AT RIVER NORTH DEVELOPMENT**

PHASE 1A INFRASTRUCTURE WORK SUMMARY

Roads and Infrastructure - West of Cowan Budget Items

Roadwork & Improvements: Demolition and Site Preparation, including concrete crushing of slabs and foundations for sub-grade and bridging, Mass Grading (including haul-off of materials for road construction to balance the new imported fill); Curbs, medians, pavement, striping, and traffic signage to be constructed for new RiverNorth Blvd, Roundabout, Waterside Dr (Road C south of Roundabout) and Marine Dr.

Construction of Utilities: New storm drainage system with connection provided to future flood storage facilities at each parcel; New sanitary system in road network to future pump station; Initial sanitary connection for first three buildings connected to existing 30” sanitary line; install new 12” waterline loop in The Landings; Install 625 LF of new 12” waterline at Vashti to loop the existing “dead-end” situation; New electrical and telecom backbone within the road network

Equipment & Finishes: Vehicular and Pedestrian streetlights, trees, plantings, landscaping and ground cover on both sides of RiverNorth Blvd (Road A), west side of Waterside Dr (Road C) and south side of Marine Dr (Road B)

Developer Work Items West of Cowan

Sidewalks and Bike paths: Construct 4,880 LF of sidewalks and 3,160 LF of bike paths, includes sidewalks and bike paths on both sides of River North Blvd; west side of Waterside Dr; south side of Marine Dr

Developer Work: Building demolition; Construction Management and Administration

Cowan & Jefferson Improvements

Roadwork and Improvements: Widen Cowan St for new dedicated right turn lane from south bound Cowan St to west bound Jefferson St and new dedicated left turn lane from south bound Cowan to east bound Jefferson St, including grading, excavation, curbs, new pavement, and striping; Construct new retaining wall at the NW corner to allow widening at turn lane; Mill and overlay pavement at the intersection; Re-stripe Cowan for new lane configuration.

Utilities: Install new 12” waterline on Cowan from Jefferson St to The Landings and connect to existing at north end of The Landings; Provide connections to new 12” line to existing properties from Jefferson St to Marine Dr

Equipment & Finishes: Upgrade existing signals to accommodate new lane configuration; Landscape restoration as required after construction.

Developer Work: Construct approximately 1,560 LF of 5’ sidewalk from existing walk at TopGolf to RiverNorth Blvd; Construction Management and Administration.

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-522

Mr. President –

I hereby move to amend Ordinance No. BL2020-522 as follows:

I. By adding the following section after Section 1 and renumbering the subsequent sections:

Section 2. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. No more than two access points to Mt. View Road shall be permitted. This condition will remain if the property is subdivided.

INTRODUCED BY:

Joy Styles
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2020-529

Mr. President –

I hereby move to amend Ordinance No. BL2020-529 as follows:

I. By adding the following condition to Section 4:

5. The following construction standards shall be required to mitigate sound and smell detected on adjacent properties if the tenant occupying this space is operating an animal boarding facility, kennel, or any other business dealing with the sale, boarding, or care of animals:

a. Interior walls for areas where dogs may be present, including playrooms, utility rooms, evaluation rooms, grooming rooms, suites, and kennels, shall be 6" thick, fully insulated, full-height, metal stud walls with type X-5/8" gypsum board on each side. The wall shall be full-height in that it spans from the floor to the roof deck (not just above the ceiling) and must be filled with acoustical insulation. These walls shall be continuous and prevent any substantial amount of sound or smell from escaping such areas. Any windows in such walls shall be frameless and prevent the transfer of sound. Walls fully contained within areas where dogs may be present shall be subject to the requirements of section b of this condition.

b. Interior walls for areas where dogs are not present for extended periods, including reception, restrooms, hallways, office areas, laundry rooms, storage areas, and the staff breakroom shall be standard 3 5/8" metal stud wall that spans from the floor to 6" above the suspended ceiling, with type X-5/8" gypsum board on each side.

c. Exterior walls shall be a two-walled system with an airgap. An insulated demising wall of 3 5/8" or wider that spans from the floor to roof deck between the daycare and neighboring tenant shall be applied. An additional wall on the daycare side shall be constructed one inch from the demising wall and be a 6", fully insulated, full-height metal stud wall with two sheets of type X-5/8" gypsum board on the daycare side. Acoustical sealant shall be applied at the perimeter of the wall and any penetrations.

d. Ceilings shall be a suspended ceiling system fitted with lay in acoustical tiles used to absorb and prevent sound from escaping rooms. Acoustical tiles shall have a minimum noise reduction coefficient of .70 and a ceiling attenuation class of up to 40. R-30 insulation shall be applied between the suspended ceiling system and the roofing structure of the building.

INTRODUCED BY:

Russ Pulley
Member of Council