



Metropolitan Council

**PROPOSED AMENDMENTS PACKET
FOR THE COUNCIL MEETING OF
TUESDAY, OCTOBER 18, 2022**

Table of Contents

001	Late Filed Resolution: Tennessee Constitutional Amendment 1
003	Late Filed Ordinance: Tax Incentive and Abatement Study Committee Membership
004	Substitute Ordinance No. BL2022-1381
007	Amendment No. 1 to BL2022-1384
008	Amendment No. 2 to BL2022-1384
009	Amendment No. 3 to BL2022-1384
012	Substitute Ordinance No. BL2022-1405
015	Amendment to BL2022-1410
016	Amendment No. 1 to BL2022-1450
017	Amendment No. 2 to BL2022-1450
018	Amendment to BL2022-1475
041	Amendment to BL2022-1440
042	Amendment to BL2022-1443
043	Substitute Ordinance No. BL2022-1445

RESOLUTION NO. RS2022-_____

A resolution urging Nashville registered voters to vote NO on Tennessee Constitutional Amendment #1 in the upcoming November state and federal election.

WHEREAS, the proposed Amendment #1 to the Tennessee Constitution, as proposed by SJR0648(111th) and SJR0002(112th), would add a new section to Article XI enshrining Tennessee's Right to Work ("RTW") laws currently codified in section 50-1-201, et seq. of the Tennessee Code Annotated; and

WHEREAS, Tennessee's RTW laws have had the effect of dividing workers on issues affecting worker interests; and

WHEREAS, RTW laws were historically established after the passage of the Taft-Hartley Act as a tool to maintain Jim Crow efforts by disincentivizing Black and white workers from organizing unions and expressing worker solidarity; and

WHEREAS, workplace deaths are 37% higher in states with RTW laws, according to data from the Bureau of Labor Statistics, something Nashville has experienced acutely in recent years particularly in construction; and

WHEREAS, according to data from the Bureau of Labor Statistics, states with RTW laws spend less per student on K-12 education than other states; and

WHEREAS, according to data from the 2020 U.S. Census, poverty rates are 11.2% states with RTW laws and 8.9% in states with no RTW laws; and

WHEREAS, according to the Bureau of Labor Statistics, on average, workers in states with RTW laws make around \$8,000 less per year than workers in other states.

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 opposing the proposed Amendment #1 to the Tennessee Constitution and urging the registered voters of Nashville to vote NO on Amendment #1.

SECTION 2: That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Tom Cash
Erin Evans
Delishia Porterfield
Sandra Sepulveda
Sean Parker
Bob Nash
Joy Styles
Ginny Welsch
Members of Council

Ordinance No. _____

An ordinance to amend Ordinance No. BL2022-1415 regarding the makeup of the Tax Incentive and Abatement Study and Formulating Committee membership.

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

Section 1. That Ordinance No. BL2022-1415, adopted on October 4, 2022, is amended by deleting the language in Section 1 and replacing it with the following:

There is hereby established a Tax Incentive and Abatement Study and Formulating Committee (the "Committee") consisting of seven (7) persons to be approved by the Metropolitan Council by resolution. Within thirty days of the adoption of this ordinance, one (1) member shall be nominated by the Director of the office of Economic and Community Development; one (1) member shall be nominated by the Director of the Affordable Housing Division of the Metropolitan Planning Department, one (1) member shall be nominated by the mayor; and four (4) members shall be appointed by election of the Metropolitan Council, of which up to two (2) may be elected from the membership. The Director of Finance, or designee, and the Director of Law, or designee, shall provide administrative support and legal guidance, respectively, for the Committee.

Section 2. Be it further enacted that this ordinance shall take effect immediately after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Burkley Allen
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1381

An ordinance amending Chapter 5.04 of the Metropolitan Code of Laws requiring payments in lieu of taxes made by the Convention Center Authority be dedicated to affordable and workforce housing initiatives.

WHEREAS, The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (the “Convention Center Authority”) issued tourism tax revenue bonds, including the Series 2010B Bonds, to pay costs associated with the planning, designing, engineering, acquiring, constructing, equipping, furnishing, improving, repairing, refurbishing, and opening of the Music City Center; and,

WHEREAS, pursuant to an Intergovernmental Project Agreement (Convention Center Project), dated February 1, 2010, between The Metropolitan Development and Housing Agency of Nashville and Davidson County, The Metropolitan Government of Nashville and Davidson County (“Metropolitan Government”), and the Convention Center Authority, certain pledged revenues of the Metropolitan Government are received by the Convention Center Authority to pay costs associated with the Music City Center, including payment of the debt owed on the tourism tax revenue bonds; and,

WHEREAS, pursuant to the Series 2010B Bonds, the Convention Center Authority entered into an Indenture of Trust, dated April 1, 2010, which provided for, in part, the creation of a Surplus Revenue Fund that receives the pledged Metropolitan Government revenues and operating revenues that are not otherwise obligated, and further permits, in accordance with the Indenture, the disbursement of such monies into other funds, accounts, or to persons, including, without limitation, the Metropolitan Government; and,

WHEREAS, the Metropolitan Government and Convention Center Authority entered into that certain Memorandum of Understanding, dated November 13, 2019 (the “Agreement”), that provides that the Convention Center Authority shall make annual payments to the Metropolitan Government from the Surplus Revenue Fund that equal the ad valorem property taxes that would be paid on a privately-owned property that is similar to that of the Music City Center (such payments, the “In Lieu of Tax Payments”); and,

WHEREAS, the In Lieu of Tax Payments were first made in Tax Year 2019, and are to be paid for each succeeding tax year in the same manner and at the same time as ad valorem property taxes for so long as the Convention Center Authority receives the pledged Metropolitan Government revenues and is able to pay its operating expenses and contractual obligations; and,

WHEREAS, accessing affordable and workforce housing is a primary concern of the citizens of Nashville and Davidson County, as it continues to be a major barrier to economic progress for many individuals in Nashville; and,

WHEREAS, increasing the supply of affordable and workforce housing supports economic growth and is an important tool in reducing poverty in Davidson County; and,

WHEREAS, dedicated funding of the Metropolitan Government is needed to address Nashville’s affordable housing crisis; and,

WHEREAS, the Metropolitan Government desires that the annual In Lieu of Tax Payments received pursuant to the Agreement be dedicated solely to and made available for funding

affordable and workforce housing initiatives in Nashville and Davidson County, including serving as an additional funding stream for the Barnes Fund for Affordable Housing.

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

Section 1. That Chapter 5.04 of the Metropolitan Code of Laws be amended to add 5.04.160, effective July 1, 2023, as follows:

5.04.160 - Music City Center PILOTs funding affordable and workforce housing.

A. Revenues received by the metropolitan government from The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County for its payments in lieu of ad valorem property taxes for the Music City Center shall be deposited into a separate fund and, ~~subject to annual appropriations,~~ shall be used solely for the purposes of funding affordable and workforce housing initiatives within the boundaries of the metropolitan government, ~~including the~~ consisting of the following:

- ~~i. funding of the Barnes Fund for Affordable Housing;~~
- ii. the Housing Incentive Pilot Program (or subsequent iterations thereof), with annual appropriations limited to five hundred thousand dollars (\$500,000) in any fiscal year; and
- iii. other initiatives addressing affordable and workforce housing may be added only as amended by Resolution and included in an annual operating budget as approved by the metropolitan council.

~~B. “Affordable housing” and “workforce housing” shall be mean housing as defined in T.C.A. § 5-9-113. For the purpose of this Chapter, the payments in lieu of ad valorem property taxes for the Music City Center shall be utilized for rental housing initiatives benefitting households with incomes at or below 60% of the area median income (with the exception of the Housing Incentive Pilot Program or subsequent iteration which may benefit renter households with incomes at or below 80% of the AMI), and to homeownership initiatives benefitting households with incomes at or below 80% of the AMI. shall mean housing that, on an annual basis, costs thirty percent or less than the estimated median household income for households earning sixty percent or less than the median household income for Davidson County based on the number of persons in the household, as established by the “Median Household Income in the past 12 months by Household Size” from the most recent available United States Census Bureau American Community Survey.~~

~~CB.~~ In conjunction with the preparation of the annual operating budget, in the fifth year following the effective date of this section, and every succeeding five-year period thereafter, the metropolitan finance department and the metropolitan planning department shall review the amount of the anticipated payment in lieu of ad valorem taxes for the Music City Center against affordable and workforce housing needs in Metropolitan Nashville and Davidson County. To the extent that the payment exceeds the funding needs for affordable housing and workforce housing initiatives, such departments shall notify and make a recommendation to the metropolitan council regarding the expenditure of such surplus funds.

~~D.~~ This section shall not be construed as limiting the funding of affordable and workforce housing initiatives to the annual in lieu of ad valorem tax payment for the Music City Center or limiting the metropolitan council’s authority to appropriate additional funds through the

annual operating budget or capital spending plan to address the city's affordable and workforce housing needs.

Section 2. That this ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Burkley Allen
Colby Sledge
Members of Council

AMENDMENT NO. 1

TO

SUBSTITUTE ORDINANCE NO. BL2022-1384, AS AMENDED

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2022-1384, as amended, by amending the last sentence of Section 1, proposed Metropolitan Code of Laws Section 12.12.190, Subsection B, as follows:

“NDOT shall ensure that, over any ~~two~~three-year period, it selects a project application from every council district where a traffic calming program project application meeting NDOT criteria for the traffic calming program has been submitted.”

Sponsored by:

Dave Rosenberg
Member of Council

AMENDMENT NO. 2
TO
SUBSTITUTE ORDINANCE NO. BL2022-1384, AS AMENDED

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2022-1384, as amended, to amend Section 1, proposed Metropolitan Code of Laws Section 12.12.190, Subsection B, to remove the last sentence, as follows:

~~“NDOT shall ensure that, over any two-year period, it selects a project application from every council district where a traffic calming program project application meeting NDOT criteria for the traffic calming program has been submitted.”~~

Sponsored by:

Kyonzté Toombs
Brett Withers
Members of Council

AMENDMENT NO. 3

TO

SUBSTITUTE ORDINANCE NO. BL2022-1384, AS AMENDED

Mr. President –

I hereby move to amend Substitute Ordinance No. BL2022-1384 as follows:

I. By amending Section 1, proposed Metropolitan Code of Laws Section 12.12.190.C. as follows:

C. NDOT may authorize private construction or funding of a traffic calming project by a neighborhood organization provided that:

1. The neighborhood organization secures private funding for the proposed traffic calming project. NDOT will not match funding at any level. 100% of project funding, including engineering studies, design, permitting and construction/installation, will be the responsibility of the private entity. Installation must conform to NDOT standard details and minimum specifications along with the criteria laid out in this section.
2. The neighborhood must notify NDOT of its intent to install a traffic calming project in writing. This letter of intent must include contact information, the street(s) in question and limits of installation.
3. Upon receiving the letter of intent, NDOT engineers will conduct initial checks to ensure:
 - a. The street(s) in question fall under the jurisdiction of Metro Nashville.
 - b. The street(s) is classified as “local” under the Nashville major and collector street plan.
 - c. The street(s) is not designated as an arterial street or collector street on the Nashville major and collector street plan.
 - d. Installing the traffic calming infrastructure on the street(s) will not negatively affect parallel streets by creating conditions for increased traffic volumes and speeds.
 - e. If the street is determined to be ineligible, NDOT will provide written notification of the determination and its reasons.
4. Provided that the above conditions are met, the applicant will be required to produce the following documents prior to permitting:
 - a. A traffic study confirming an 85th percentile speed of at least 5 MPH over the posted speed limit.
 - b. A location map that clearly shows the neighborhood and street(s) proposed for traffic calming infrastructure.
 - c. A design plan set stamped by a registered engineer conforming to NDOT traffic calming infrastructure requirements.
 - d. A preliminary support petition containing at least 10 signatures from homeowners that live on the affected street that support installation of the traffic calming infrastructure. The petition must include a final signature block for the

Council Member to sign in support of traffic infrastructure. Applicant must use NDOT's petition template.

- e. A list of all names and addresses of affected homeowners and evidence that all affected homeowners have been contacted and provided copies of the traffic calming design plans.
 - f. A list of materials, specifications, manufacturer, manufacturer recommendations for installation and their respective quantities. Materials must meet NDOT's minimum specifications and/or correspond to an item number included in a current Metro contract.
5. Upon approval of all required documentation, NDOT will administer a six-week online ballot process. A successful neighborhood street ballot requires 66% of responding homeowners on the affected street voting "yes" on the final traffic calming infrastructure design.
 6. Once documents have been approved by NDOT engineers and the ballot process is successful the applicant may apply for a right-of-way permit to install the traffic calming infrastructure.
 7. NDOT will assume maintenance and replacement responsibilities once the traffic calming infrastructure has passed inspection.
 8. This Subsection C shall apply only to private construction of traffic calming infrastructure initiated by neighborhood organizations and shall not apply to private funding of traffic calming through any other means, including as part of on-site or off-site traffic calming improvements required or recommended by NDOT, the Planning Commission, or by zoning legislation enacted by the Council.

II. By amending Section 1, proposed Metropolitan Code of Laws Section 12.12.190 to add a new Subsection D and designating the existing Subsection D as Subsection E, as follows:

D. NDOT may authorize the private construction or funding of a traffic calming project by other means provided that:

1. One or more of the following has occurred:
 - a. NDOT and/or the Planning Commission require the on-site or off-site traffic calming improvement(s) on adjacent streets or on existing or new street connections as part of permitting for a project that is being reviewed under existing entitlements;
 - b. A traffic impact study recommends the on-site or off-site traffic calming improvement(s) as part of a rezoning or lot subdivision for residential developments with more than 75 dwelling units pursuant to Section 17.20.140;
 - c. the Planning Commission or Planning Department recommends or conditions coordination with NDOT for traffic calming improvement(s) within projects or on existing or new street connections for lot subdivisions that do not require a traffic impact study pursuant to Section 17.20.140; or
 - d. the Planning Commission and/or the Metropolitan Council condition the provision of on-site or off-site traffic calming improvement(s) as part of a zone change or PUD revision approval.
2. Upon notification of one of the events listed in Subsection D.1, NDOT engineers will conduct initial checks to ensure:

- a. The street(s) in question fall under the jurisdiction of Metro Nashville.
 - b. The street(s) is classified as "local" under the Nashville major and collector street plan.
 - c. The street(s) is not designated as an arterial street or collector street on the Nashville major and collector street plan. However, private funding and construction of traffic calming projects on collector streets may be permitted at the discretion of NDOT's chief traffic engineer.
 - d. Installing the traffic calming infrastructure on the street(s) will not negatively affect parallel streets by creating conditions for increased traffic volumes and speeds.
 - e. If the street is determined to be ineligible, NDOT will provide written notification of the determination and its reasons.
3. Provided that the above conditions are met, the applicant will be required to produce the following documents prior to permitting:
 - a. A location map that clearly shows the neighborhood and street(s) proposed for traffic calming infrastructure.
 - b. A design plan set stamped by a registered engineer conforming to NDOT traffic calming infrastructure requirements.
 - c. A list of materials, specifications, manufacturer, manufacturer recommendations for installation and their respective quantities. Materials must meet NDOT's minimum specifications and/or correspond to an item number included in a current Metro contract.
 4. Once the proposed project has been approved by NDOT engineers, the applicant may apply for a right-of-way permit to install the traffic calming infrastructure.
 5. NDOT will assume maintenance and replacement responsibilities once the traffic calming infrastructure has passed inspection.
- DE. At least once per year, NDOT shall submit a report to the metropolitan council of the applications received for the traffic calming program, the ranking of each application, and the metrics used to determine the ranking of the applications.

Sponsored by:

Brett Withers
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1405

An ordinance to amend Section 13.32.165 of the Metropolitan Code of Laws to ~~permanently extend the provisions for county wide~~ to amend the requirements for sidewalk cafes permits including implementing a fee for the use of right-of-way, an insurance requirement related to the sale of alcoholic beverages, and allowing for the issuance of permits throughout Nashville and Davidson County.

WHEREAS, in order to assist restaurants in compliance with COVID-19 regulations and to expand outdoor dining options, the Council adopted Second Substitute Ordinance No. BL2020-403 on September 15, 2020; and

WHEREAS, this ordinance created Section 13.32.165.E of the Metropolitan Code of Laws, which temporarily extended the availability of a permit for a sidewalk café dining facility outside of downtown Nashville to the entire jurisdiction of the Metropolitan Government, provided that these facilities comply with all applicable requirements for a sidewalk café permit; and

WHEREAS, in addition, this provision allows a sidewalk café facility to sell beer and other alcoholic beverages if the requirements of all applicable laws, rules and regulations for the sale of beer and/or alcoholic beverages have been satisfied; and

WHEREAS, this subsection was originally set to expire on February 15, 2021. The subsection was subsequently extended by resolution to February 15, 2022 and is currently set to expire on November 15, 2022, unless extended by a resolution adopted by the Metropolitan Council; and

WHEREAS, in addition to allowing the sidewalk café program to be applicable county-wide, additional changes to modernize the program are appropriate, including collecting a fee for the use of the right-of-way, adding an insurance requirement for sidewalk cafes that serve alcoholic beverages, increasing requirements for the accessibility of sidewalks by pedestrians, and updating references to the Nashville Department of Transportation and Multimodal Infrastructure; and

WHEREAS, it is in the best interests of the residents of Metropolitan Nashville and Davidson County that this sidewalk café program be made permanently applicable county-wide.

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

Section 1. That Section 13.32.165 of the Metropolitan Code is amended by deleting ~~subsection A~~ the section in its entirety and replacing it with the following:

13.32.165 – Sidewalk café dining facilities.

- A. Sidewalk cafe dining facilities are authorized to be located within the public right-of-way ~~throughout Nashville and Davidson County, not including parking, unloading/loading, and travel lanes,~~ subject to the rules and regulations of subsection D. Revisions in said regulations shall require the approval of the director of ~~public works~~ the Nashville Department of Transportation and Multimodal Infrastructure (“NDOT”) and the approval of the metropolitan council by resolution.
- B. Any person who maintains and/or operates any sidewalk cafe dining facility within any public right-of-way without first obtaining a permit from the metropolitan government shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined not to exceed

the amount specified at Section 1.01.030 of the Metropolitan Code, and each day that such violation continues to occur shall be deemed a separate offense.

- C. Any person making application for a permit to operate a sidewalk cafe dining facility shall, in addition to filing the appropriate application as required by NDOT, pay to the metropolitan government a nonrefundable fee of one hundred dollars to cover the cost of processing such application and an annual fee per square foot for right-of-way use at a rate determined by NDOT. If a renewal of the permit is desired, an application for renewal must be made at least 30 days prior to the expiration of the existing permit and must be accompanied by the nonrefundable fee of one hundred dollar as well as the annual fee per square foot for right-of-way use.

Section 2. That Section 13.32.165 of the Metropolitan Code is further amended by deleting subsections D.1 and D.10 and replacing them with the following:

D. Rules and Regulations.

1. Operation of sidewalk cafe dining facilities shall require a permit from the metropolitan department of public works NDOT. Such permits shall be available throughout the jurisdiction of Metropolitan Nashville and Davidson County. For the purposes of this section, a "sidewalk cafe dining facility" means an area adjacent to a street level restaurant or equivalent eating or dining establishment, located within the public right-of-way, not including parking, unloading/loading, and travel lanes, and used for dining, drinking and related activities. A sidewalk cafe dining facility may provide waiter or waitress services or may be self-service.
2. All permits issued pursuant to this section shall be for a period of one year, renewable annually, and must be posted on the premises. If an applicant is not the owner of the property abutting the requested right-of-way, such application must have written approval by the owner of said property. Both the applicant and the owner of the abutting property, if different from the applicant, are responsible for any damage to the public right-of-way arising out of operation of the sidewalk cafe dining facility, and must immediately restore the right-of-way upon request to the specifications of the director of NDOT.
3. Each application must be accompanied by a plan showing all proposed activities to be conducted upon the public right-of-way not including the parking, unloading/loading or travel lane, etc. and all items proposed to be placed upon said right-of-way. A description of the area proposed to be encumbered must accompany each application. No stakes, rods, support poles or holes for whatever purpose are allowed to be drilled in the public right-of-way. No permanent fixtures are permitted in the public right-of-way. No outside sandwich board signs are permitted in the right of way. The right-of-way used for sidewalk cafe must be maintained in a safe manner and disability accessible and free of pedestrian hazards.
4. The plan so presented at the time application is sought must include every activity proposed to be conducted upon the public right-of-way. For example, if food service is planned for the sidewalk area, the application must so state. If any entertainment or music is contemplated, the application must disclose this in detail. Anything not specifically included in an application will be considered to be excluded.
5. A minimum of five feet of sidewalk must be left clear for pedestrian traffic (measured from the edge of the encroachment to the curb or to any other obstruction, such as parking meters, signposts, etc.) and placement must not obstruct ingress or egress from

- vehicles parked at the curb. In cases where the sidewalk does not allow for five-feet of sidewalk clearance, the applicant must demonstrate via a minimum of four feet.
6. The area surrounding the sidewalk cafe dining location must be kept completely free of debris, trash or litter of any type. Such cleanup and maintenance shall be the joint responsibility of the applicant and the property owner, if different from the applicant.
 7. Sidewalk cafe dining facilities must not obstruct any doorway and must have 36" minimum access opening from the edge of the encroachment.
 8. The applicant shall hold harmless and indemnify the metropolitan government from any and all liability resulting from personal injury or property damage resulting in any way from the operation of sidewalk cafe facilities, including court costs and attorneys' fees. Proof of insurance in an amount of not less than \$1,000,000 in a form acceptable to the metropolitan government from a company licensed to do business in the State of Tennessee must be furnished with the application.
 - 10 9. The sale and consumption of beer and other alcoholic beverages at sidewalk cafe locations is permitted if the requirements of all pertinent laws, rules and regulations for the sale and consumption of beer and/or alcoholic beverages have been met prior to the filing of any application sought pursuant to these regulations. If beer and other alcoholic beverages are served at the sidewalk cafe, the applicant must provide proof of liquor liability insurance in an amount of not less than \$1,000,000 in a form acceptable to the metropolitan government from a company licensed to do business in the State of Tennessee must be furnished with the application.
 10. Food preparation on the public right-of-way is prohibited.
 11. Any permit issued pursuant to this section may be immediately canceled or suspended by the director of NDOT for any reason and at any time. The metropolitan government shall have the right, at any time and for any reason, with or without notice, to remove from the public right-of-way any and all items placed thereon pursuant to any permit issued under this section, and to dispose of same in any manner without liability to the permit holder or to any other party; provided, however, that the director of NDOT shall use best efforts to provide at least twenty-four hours' notice to any permit holder whose operations will be affected by the provisions of this section.

~~Section 3. That Section 13.32.165 of the Metropolitan Code is further amended by deleting subsection E in its entirety.~~

Section 2 4. That this ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by:

Sean Parker
Member of Council

AMENDMENT NO. __
TO
ORDINANCE NO. BL2022-1410

Mr. President –

I hereby move to amend Ordinance No. BL2022-1410 as follows:

I. By adding the following recital after the first recital:

WHEREAS, a Kiosk Program can provide way-finding information that is more up-to-date than is currently available on existing way-finding maps and signs that are not easily modified as information changes or new attractions are added to an area. It is helpful to visitors and residents to provide accurate, up-to-date, and timely information; and

II. By amending Section 2, proposed Metropolitan Code of Laws Section 13.08.030, Subsection D, to add the following sentence at the end of Subsection D.1:

An “interactive wayfinding kiosk” shall not display video.

Sponsored by:

Burkley Allen
Member of Council

AMENDMENT NO. 1
TO
ORDINANCE NO. BL2022-1450

Mr. President –

I hereby move to amend Ordinance No. BL2022-1450 as follows:

I. By adding the following recitals:

WHEREAS, the Metropolitan Government of Nashville and Davidson County has over 75 boards and commissions made up primarily of citizen volunteers who give willingly of their time to provide guidance and parliamentary decision making for many governmental departments and functions; and

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County and its citizens to be able to recruit qualified and honest people to serve as appointed board members and commissioners; and

WHEREAS, it is essential that these appointed board members and commissioners be able to evaluate and vote on the issues before them in an objective manner without fear of retribution for making decisions that may sometimes be difficult and controversial.

II. By deleting the last sentence in Section 1 and replacing it with the following:

If the board determines that no alleged ethics violation has occurred, the council may, by resolution and upon request of the ~~elected official~~ or member of a metropolitan government board or commission, reimburse such person for their costs of defending the complaint, including reasonable attorneys' fees legal and other related expenses, the total of which shall not exceeding \$15,000, provided that no such reimbursement shall be available for elected officials incurred in defending the complaint.

Sponsored by:

Burkley Allen
Member of Council

AMENDMENT NO. 2
TO
ORDINANCE NO. BL2022-1450

Mr. President –

I hereby move to amend Ordinance No. BL2022-1450 as follows:

I. By deleting the last sentence in Section 1 and replacing it with the following:

At the conclusion of the board hearing, if the board determines that no alleged ethics violation has occurred, the council may, by resolution and upon request of the prevailing party elected official or member of a metropolitan government board or commission, reimburse such person for their costs of pursuing or defending the complaint, including reasonable attorneys' fees legal and other related expenses, the total of which shall not exceeding \$15,000, provided that no such reimbursement shall be available for elected officials incurred in defending the complaint.

Sponsored by:

Bob Mendes
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE BL2022-1475

Mr. President –

I hereby move to amend Ordinance No. BL2022-1475 as follows:

I. By amending the third recital as follows:

WHEREAS, the authority provided in Section 11.907 of the Charter authorizes Metro to enter into lease agreements with private operators to operate parking facilities such as on-street metered parking within the rights of way of Metro and effectively authorizes Metro to utilize a competitive procurement process to contract for the operation of the on-street metered parking within the Metro rights-of-way; and,

II. That the lease agreement attached as Schedule 14 to the Parking Agreement is hereby deleted in its entirety and the attached executed lease agreement shall be inserted in lieu thereof.

III. That Exhibit A, the Parking Agreement, Section 1.1. Definitions, is hereby amended by adding the following definition between the definition of “Charter” and the definition of “Claim”:

“Citation” means a non-moving violation that is issued by Parking Enforcement Patrol. All violations will be reviewed by Parking Enforcement Patrol for verification that probable cause exists prior to issuance of such Citation.

IV. That Section 2 be deleted in its entirety and replaced with the following:

Section 2. The Lease Agreement, attached hereto as Exhibit B, and incorporated herein by reference, is hereby approved and the director of Public Property Administration is authorized to execute the same.

Sponsored by:

Angie Henderson
Member of Council



JOHN COOPER
MAYOR

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

NASHVILLE DEPARTMENT OF TRANSPORTATION
AND MULTIMODAL INFRASTRUCTURE

September 20, 2022

To: Vice Mayor Jim Shulman
Margaret Darby, Director, Council Office

RE: Agreement for Parking Services between the Metropolitan Government and LAZ Parking of Georgia, LLC, (Purchasing RFQ No. 98182, Contract No. Contract 6518929) and accompanying ordinance.

Mr. President and Ms. Darby:

On behalf of the Metropolitan Traffic and Parking Commission, the following item, referred to the Traffic and Parking Commission as required by the Metropolitan Charter, Section 11.905, has been recommended for *approval* to the Metropolitan Council.

An ordinance approving an agreement by and between the Metropolitan Government and LAZ Parking Georgia, LLC relating to the operation and management of the on-street metered parking program within the public rights-of-way of the Metropolitan area, and approving a lease agreement to lease Metropolitan Government property to LAZ Parking Georgia, LLC, to use as office space in performing these functions (Planning Proposal 2022M-041AG-001). ,

This ordinance must be approved by the Metropolitan Council to become effective.

Conditions that apply to this approval: In its recommendation to Council for approval of the ordinance and its attached Agreement with LAZ Parking Georgia, LLC, the Traffic and Parking Commission imposed the following conditions:

- 1. The edits to Section 3.2(e) and to the definition of “gross revenues” in the Agreement as shown on the redline of the excerpted relevant pages from the agreement attached hereto as Collective Exhibit A, shall be made to the agreement prior to filing the agreement and ordinance with council.**
- 2. The Commission anticipates that in the drafting of the Business Plan to be attached to the Agreement as Schedule 6, and finalized within 30 days following the execution of the Agreement, it would be made it clear that while contractors may assist with collecting evidence to support citations, only Metro employees like Parking Enforcement Patrol Members or Metro Police will make the determination that there is probable cause to believe that a violation occurred and that a citation should be issued.**
- 3. Finally, the specifics describing the premises and location to be leased will be added to Schedule 14 of the Agreement, the Lease, in an amendment to be filed prior to passing the ordinance on second reading by the council.**

This recommendation for approval was passed by motion approved by majority vote of the Traffic and Parking Commission at its meeting on September 12, 2022 and is, accordingly, attested to be accurate by the Secretary for that Commission. If you have any further questions about this, please contact Cody.Osborne@nashville.gov

Sincerely,

John C. Green
Chair, Metropolitan Traffic and Parking Commission

Cc: Metro Clerk

SCHEDULE 14

LEASE OF PREMISES SEE ATTACHED

LEASE AGREEMENT
BY AND BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND
LAZ PARKING GEORGIA, LLC

This **Lease Agreement** ("hereinafter Lease"), made and entered into by and between **Metropolitan Government of Nashville and Davidson County** (hereinafter "Lessor" or "Metro"), and **LAZ PARKING GEORGIA, LLC** (hereinafter "Lessee") (Proposal No. 2022M-041AG-001).

WITNESSETH:

WHEREAS, Lessor is a public corporation created pursuant to T.C.A. §§ 7-1-101 et seq. and vested with the authority to Lease real property pursuant to Article 1, § 1.01 of the Metropolitan Charter; and

WHEREAS, Lessee is vested with the authority to enter into lease agreements for real property; and

WHEREAS, Lessee desires to lease from Lessor the real property and improvements commonly known as 740 South 5th Street Nashville, Tn 37206 (the "Premises") for use as a local office premises from which to run metered parking operations (hereinafter "the Permitted Use"). "The Premises" to be leased by Lessee shall consist of such real property, including approximately 2450 square feet of the Building, as depicted on the map attached hereto as Attachment A, together with all improvements, fixtures and appurtenant rights thereto; and

WHEREAS, Lessor desires to lease Lessee the Premises for the Permitted Use, such use being in the best interests of the citizens of the Metropolitan Government area; and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged and for the mutual promises hereinafter set out, and subject to the conditions, limitations and for the lease or other consideration hereinafter established, Lessor lets and leases unto Lessee the Premises.

SECTION 1. LEASE DOCUMENTS.

This Lease is composed of the following documents:

- (a) This Lease, including annexes hereto, the originals of which shall be filed with the Metropolitan Clerk; and
- (b) Any duly authorized amendment signed by the parties hereto and filed with the Metropolitan Clerk.

SECTION 2. CONFLICT OF DOCUMENTS.

In the event of conflicting provisions, all documents shall be construed according to the following priorities:

- (a) Any properly executed amendment to this Lease (most recent with first priority),
- (b) This Lease.

SECTION 3. TERM AND EXTENSION.

This Lease shall commence on the execution of contract (the "Commencement Date") and end coterminously with Contract No. 6518929, at which time the leasehold, and all improvements thereon, shall revert to Lessor free and clear of all liens, claims, or encumbrances whatsoever. The provisions of Section 5(f) shall govern the refund of any unused portion of the Lease.

SECTION 4. RIGHTS AND RESPONSIBILITIES.

- (a) Lessor's Rights and Responsibilities. Lessor agrees to allow Lessee to use and occupy the Premises for the Permitted Use.
- (b) Lessee's Rights and Responsibilities. Lessee agrees to occupy and use the Premises as specified above and to pay lease as specified in Section 5.

SECTION 5. LEASE.

- (a) Payment. Commencing on and continuing throughout the first 12-month period of the Initial Term, Lessee agrees to pay Lessor as annual "Lease" for the use of the Premises the amount of \$1.00.

SECTION 7. CONSIDERATION.

Lessee, in consideration of this Lease, agrees:

- (a) To timely pay Lease when due hereunder; and,
- (b) To use and occupy the Premises for the Permitted Use only, and for no other object or purpose without the prior written consent of Lessor, and to not use the Premises for any illegal or harmful purpose.

SECTION 8. LESSOR/LESSEE ADA, MAINTENANCE AND UTILITIES OBLIGATIONS.

- (a) Lessor's Obligations. Lessor's obligations include the replacement of major building system components and their capital repairs. "Major building systems" include, but are not limited to: HVAC, Electrical Systems, Plumbing. Lessor shall not be responsible for (1) any such replacement or major repairs until Lessee notifies Lessor of the need therefore in writing within 2 days of Lessee's reasonable determination of the need for such repair; or (2) damage or need for repair caused by any acts or omissions by Lessee, its agents, employees or invitees. The Building's structure does not include Lessee improvements or attached fixtures including but not limited to light fixtures, and fixed shelving, all of which shall be maintained by Lessee. Lessor's obligation for any defects, repairs, replacement or maintenance for which Lessor is specifically responsible under this Lease shall be limited to the cost of performing the work (including the costs of

materials).

- (b) Custodial Services: Custodial services are the responsibility of Lessee and are not included in the basic Lease per square foot price.
- (c) Utilities: Utility costs are the responsibility of Lessee and are not included in the basic Lease per square foot price.
- (d) Maintenance Obligations: Lessee's obligations include routine maintenance of the Premises, including its facilities, HVAC, plumbing, electrical systems, and structure. Lessee agrees to not cause damage to the Premises. Lessee further agrees that on the date this Lease terminates, for any reason whatsoever, the Premises will be left in a clean and sanitary condition, which is in the same condition as Lessee received the Premises on the Commencement Date, excepting ordinary wear and tear. Lessee shall provide and pay for custodial services and supplies to clean and keep sanitary the Premises for the Term of this Lease. Lessee shall obtain and pay for its own telephone service, computer cabling and equipment, and internet service. Lessor hereby agrees to leave all existing low voltage wiring located in the Building for Lessee's use where possible.
- (e) Americans with Disabilities Act ("ADA"), Building, Fire, and Zoning Codes and Regulations The Premises shall be delivered to the Lessee in its "AS IS" condition, no warranties or representations having been made by Lessor (except as otherwise expressly set forth herein). Lessee is solely responsible for inspecting the Premises and making such alterations, decorations or improvements for its use and occupancy of the Premises. The Premises are devised and let subject to (a) any state of facts which an accurate survey or physical inspection thereof might show, (b) all zoning regulations, restrictions, rules, and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction, and (c) with respect to buildings, structures, and other improvements located on the Premises, their condition as of the Commencement Date, without representation or warranty by Lessor.
- (f) Improvements. Lessee represents that it has inspected and examined the Premises and accepts it in its present condition and agrees that Lessor shall not be required to make any other improvements, repairs or modifications whatsoever in or upon the Premises hereby leased or any part thereof, except as otherwise provided in this Lease. Lessee's occupancy of the Premises is Lessee's representation to Lessor that (a) Lessee has examined and inspected the Premises, including any existing improvements thereon, (b) finds the Premises to be as represented by Lessor and satisfactory for Lessee's intended use, and (c) constitutes Lessee's acceptance of the Premises and any existing improvements "as is". Lessor makes no representation or warranty as to the condition of the Premises or the improvements, except as otherwise provided in this Lease.

Except as provided below, all leasehold improvements, as defined by Tennessee law, will be considered an integral part of the Premises and title to such leasehold improvements will vest in Lessor upon termination or expiration of this Lease, free and clear of any liens or encumbrances whatsoever.

If any improvements or modifications to the Premises are required for Lessee's occupancy, Lessee agrees, at its cost and expense, to make such improvements or modifications. Before proceeding with Lessee's work, Lessee shall obtain the Lessor's written approval of plans and specifications, such approval not to be unreasonably withheld, conditioned or delayed. If Lessee requests any additions to the approved plans, Lessee shall obtain Lessor's prior approval, such approval not to be unreasonably withheld, conditioned or delayed, and pay the costs thereof. All of Lessee's work shall be performed in a good and workmanlike manner, in strict accordance with the plans and

specifications approved by Lessor, and in compliance with all applicable laws, rules, codes, ordinances and regulations. Lessee, at Lessee's sole cost and expense, shall obtain any and all permits that may be required for Lessee's work prior to commencing Lessee's work.

Within thirty (30) days of the completion of any tenant improvements by Lessee, a duly authorized officer of Lessee shall provide to Lessor a written statement certifying (a) the amount of total construction costs incurred by Lessee with respect to such tenant improvements, (b) that such tenant improvements are in compliance with all applicable laws of governmental authorities, and (c) that no liens exist against any of the Premises and that all contractors and subcontractors have been paid all amounts due and owing to them with respect to such tenant improvements, (d) the Lessee shall submit a receipt of payment for each Contractor, Subcontractor, Sub-subcontractor, and Supplier for all work performed during the Lease period. Receipt of payment shall be in a format acceptable to METRO, on subcontractor, sub-subcontractor, or supplier letterhead and include payment date, amount received, and pay application reference number.

Lessee shall hold Lessor harmless from and shall indemnify Lessor, its current and former agents and employees, against any and all liability, costs, expenses, including reasonable attorneys' fees, claims, demands, or causes of action for damage to persons or property arising out of or in connection with the work performed by Lessee, its employees, agents, contractors, or subcontractors. This paragraph shall survive expiration or earlier termination of this Lease.

All tenant improvements shall be and remain the property of Lessee until the expiration or earlier termination of the Term, at which time all rights, title and interest of Lessee in and to the Premises shall revert to METRO. Lessee may remove, prior to the expiration or earlier termination of the Term, any trade fixtures, signs and other personal property of Lessee not permanently affixed to the Premises that may be removed without damage to the Premises (the "Lessee's Property"). Any portion of Lessee's Property not removed prior to such expiration or earlier termination of the Term shall be deemed to be abandoned by the Lessee. If Lessee shall fail to effect such removal prior to the termination of the Term, Lessor may, at its option and without liability to Lessee, remove such goods and effects and may store the same for the account of the Lessee or the owner thereof at any place selected by METRO. Lessee shall be responsible for all costs of removal and storage.

Lessee, with prior approval of Lessor, with no cost to Metro, may place and install temporary modular classroom units on the Premises. All such units and related equipment installed by Lessee or its agents or contractor shall conform to all Applicable Laws of Governmental Authorities. At the written request of METRO, such temporary modular classroom units shall be removed upon the expiration or earlier termination of this Lease.

SECTION 9. PREMISES

Lessee shall not permit any of its employees, agents, or officers to deface, destroy or remove any property of Lessor, whether real or personal, whether it be under the control of Lessor, or otherwise held, at or on the Premises. Any and all of Lessor's property or operating equipment that may be used by Lessee or its employees or agents shall be returned in as good an operating condition as it was received by Lessee, normal wear and tear excepted. Lessee shall be responsible for all reasonable and necessary expense to repair or replace any Lessor property or equipment, due to defacement, destruction, damage or loss occurring while in use by Lessee, except that arising from normal wear and tear.

Lessee may, at its own expense, install and maintain such identification signs on the Premises as Lessee

requires, provided that each such sign shall conform to all applicable laws and shall have first been approved by Lessor, such approval not to be unreasonably withheld, conditioned or delayed.

- (a) Parking: All current parking spaces directly in front the Premises unless stated otherwise.
- (b) Quiet Enjoyment: As long as Lessee is not in default hereunder beyond applicable notice and/or cure periods, Lessor covenants that Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease.

SECTION 10. RIGHT-OF-ENTRY

- (a) Lessor, including without limitation, its authorized representatives, shall have the right to enter the Premises: (1) at any and all reasonable times to exercise any right, power or remedy reserved to Lessor in this Lease or; (2) for any other lawful reason after not less than ten (10) days' prior notice to Lessee.
- (b) The exercise of any right in Section 10(a) reserved to Lessor or its authorized representatives shall not constitute an actual or constructive eviction, in whole or in part, or entitle Lessee to any abatement or diminution of Lease or relieve Lessee from any of its obligations under this Lease.

SECTION 11. MECHANIC'S LIENS AND OTHER ENCUMBRANCES.

No work, services, materials or labor provided to Lessee in connection with its use and occupation of the Premises shall be deemed to be for the benefit of the Lessor. If any lien shall at any time be filed against the Premises, by reason of Lessee's failure to pay for any work, services, materials or labor provided to Lessee, or alleged to have been so provided, Lessee shall immediately cause the same to be discharged of record. In the event Lessee fails to cause any lien to be discharged of record within twenty (20) days after it receives notice thereof, Lessor may discharge the same by paying the amount claimed to be due, with the understanding that Lessor is under no obligation to do so. Should Lessor discharge any Lessee lien, Lessee agrees to immediately reimburse Lessor for such amount (plus Lessor's reasonable costs and attorneys' fees), which amount shall be due and owing as provided hereinabove.

SECTION 12. INSURANCE.

Lessee shall at its sole expense obtain and maintain in full force and effect for the Term of the Lease at least the following types and amounts of insurance:

- (a) Occurrence-based Commercial General Liability (CGL) insurance including non-owned automobile or equivalent form with a limit of not less than \$1,000,000 each occurrence. Such insurance shall include the Lessor as additional insured. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insured. Insurance shall be primary with respect to any insurance or self-insurance programs covering the Lessor.
- (b) Workers compensation and employer's liability insurance with limits of not less than \$1,000,000. The insurer shall agree to waive all rights of subrogation against Lessor for losses arising from the use of the Premises.
- (c) Lessee shall maintain property insurance against all risks of loss for any tenant improvements or betterments. Insurance shall be for full replacement cost with no coinsurance penalty provision.

Lessee shall:

- (a) Prior to the Commencement Date, furnish Lessor with properly executed certificates of insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to Lessor. The proof of coverage is to be received and approved by Lessor before the Lease commences.
- (b) Provide certified copies of declarations page, endorsements and policies if requested by Lessor in lieu of or in addition to certificates of insurance.
- (c) Replace certificates, policies, and endorsements for any such insurance expiring prior to the expiration of Lease.
- (d) Maintain such insurance throughout the Term.
- (e) Place such insurance with insurers licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Lessor may do all things necessary to effect or maintain such insurance, and all moneys expended by it for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Lessor. If any insurance policies required hereunder cannot be obtained for any reason, Lessor may require Lessee to cease any and all operations until coverage is obtained. If such insurance coverage is not obtained within a reasonable period of time, to be determined solely by Lessor, Lessor may terminate this Lease for default.

SECTION 13. INDEMNIFICATION AND HOLD HARMLESS.

- (a) Lessee shall indemnify and save harmless Lessor against and from any and all liabilities, obligations, damages, claims, costs, charges and expenses (including, without limitation, fees and expenses of attorneys, expert witnesses, architects, engineers and other consultants) which may be imposed upon, incurred by or asserted against Lessor, its officers, employees and/or agents arising from Lessee's use of the Premises pursuant to this Lease, including, without limitation, from Lessee's failure to comply with the terms of this Lease, or Lessee's failure to comply with applicable law.
- (b) Should any action or proceeding be brought against Lessor by reason of any claim caused by Section 8(a)(2), Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.
- (c) Should Lessor, its officers, agents or employees be sued for any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and /or agents, including its sub or independent contractors, in connection with the performance of this Lease, Lessee, upon notice from Lessor, at Lessee's sole cost and expense, shall resist or defend the same with counsel of Lessee's choice at Lessee's sole cost and expense. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that

Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent. Notwithstanding the above, Lessor may at its own option and expense, participate in the defense of any such action, provided however that Lessee shall not be responsible for any settlement or compromise made by Lessor without Lessee's prior written consent.

- (d) To the extent of the proceeds received by Lessor under any insurance furnished to Lessor by Lessee, Lessee's obligation to indemnify and save harmless Lessor against the hazard that is the subject of such insurance shall be deemed to be satisfied to the extent of the proceeds received by Lessor.

SECTION 14. WAIVER OF LIABILITY FOR PERSONAL PROPERTY.

Lessor assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Lessor harmless from any damage or loss of Lessee's personal property located on the Premises.

SECTION 15. PARTNERSHIP/JOINT VENTURE.

Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

SECTION 16. TAXES.

Lessor shall not be responsible for any taxes that are imposed on Lessee. Furthermore, Lessee understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to Lessor.

SECTION 17. Intentionally Omitted. See section 10(a)

SECTION 18. CONFLICT OF INTEREST.

Based on its best knowledge, Lessee declares that, as of the effective date of this Lease, no director of any department of Lessor, nor any other Metropolitan Governmental official or employee has a direct financial interest in this Lease and, furthermore, Lessee pledges that it will notify the administrator of Lessor in writing should any of the above-referenced persons obtain a direct financial interest in this Lease. In addition, Lessee declares that as of the effective date of this Lease, neither it nor any of its officers or employees have given or donated, or promised to give or donate, directly, to any official or employee of METRO or to anyone else for its benefit, any sum of money or other thing of value to aid or assist in obtaining this Lease or any amendment or modification to this Lease.

SECTION 19. CONTINGENT FEES.

Lessee hereby represents that Lessee has not been retained, nor has retained, any persons, to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or

debarment or suspension from being a contractor or subcontractor under METRO contracts.

SECTION 20. GRATUITIES AND KICKBACKS.

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, higher tier subcontractor, or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this Lease, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metro contracts.

SECTION 21. PERSONNEL POLICY.

It is the policy of Lessor not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring, promotion, demotion, dismissal or laying off, and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

With regard to all aspects of this Lease, Lessee certifies and warrants that it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's Contractors.

Accordingly, Lessee shall, upon request by METRO, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

SECTION 22. DEFAULT AND TERMINATION.

(a) Notice of Default. Upon actual notice of default, the non-defaulting party shall deliver written notice of default to the defaulting party, wherein, if such default remains uncured for thirty (30) days or the defaulting party has not attempted to cure within said thirty (30) day period after the receipt of such notice, then the non-defaulting party may terminate this Lease; provided that if such default cannot reasonably be cured within such thirty (30) days, then the defaulting party shall have such additional time as is necessary so long as the non-defaulting party commences to cure such default within thirty (30) days and diligently pursues the same to completion ("Termination for Default").

(b) Termination for Default. The following shall constitute an event giving rise to a Termination for Default:

- (i) Lessee has failed to perform its contracted duties and responsibilities hereunder in a timely and proper manner and is unable to cure such failure within the time provided in Section 22(a), or such additional period of time as specified by Lessor, taking into consideration the gravity and nature of the default;
 - (ii) Lessee fails to abide by any applicable laws, ordinances, rules and regulations of the United States, State of Tennessee or the Metropolitan Government of Nashville and Davidson County, and fails to cure such failure within the time provided in Section 22(a) or;
 - (iii) Lessee abandons or discontinues conducting its operations on the Premises.
- (c) Should this Lease be terminated as provided by Section 22(a) hereinabove, Lessor may lease, upon such terms and in such manner as Lessor shall deem appropriate, the Premises, granting rights in the same similar to those terminated, and Lessee shall be liable to Lessor for any costs associated with the reletting of the Premises occasioned by Lessee's breach of this Lease. In addition, Lessee shall be liable to Lessor for administrative costs or other damages occasioned by its breach of the terms of this Lease incurred by Lessor in reletting the Premises.
- (d) The rights and remedies of Lessor provided in Section 22 are non-exclusive and are in addition to any other rights and remedies provided by law or under this Lease. Lessee is not relieved of its liability to Lessor for damages sustained by virtue of a default of this Lease, and Lessor reserves the right to cure any default without terminating this Lease and seek reimbursement for such expenses from Lessee, with the understanding that Lessor is under no obligation to correct any such default. Lessor's exercise of its right to cure shall not act as a waiver of its right to terminate this Lease for default as provided hereunder.
- (e) Termination for Lessee Bankruptcy. It shall be grounds for termination of this Lease upon the following:
- (i) Should Lessee file a voluntary petition in bankruptcy or be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due; or
 - (ii) (a) A court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future bankruptcy or other applicable law, or (b) any trustee, receiver or liquidator of Lessee or of all or any substantial part of Lessee's property or its leasehold interest in the Premises shall be appointed without the consent or acquiescence of Lessee; and such order, judgment, decree or appointment shall remain unvacated or unstayed for an aggregate of sixty (60) days (whether consecutive or nonconsecutive).
- (f) Termination due to Condemnation: If the Premises or any portion thereof are taken under the

power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. If, as a result of a substantial part of the Premises being taken by condemnation, Lessee's access to the Premises being denied or a portion of the parking areas being taken by condemnation (either a permanent taking or temporary taking in excess of one year), and Lessee is thereby unable to operate its local office in substantially the same manner as previously operated, Lessee may, at Lessee's option, to be exercised in writing within sixty (60) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within sixty (60) days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining and the Lease shall be equitably adjusted, and in the event of any temporary taking of one year or less, Lease shall abate proportionately for the period of such taking to the extent any portion of the Premises is untenable as a result of such temporary taking. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of Lessor. Lessee shall be entitled to pursue a separate award for loss of or damage to Lessee's trade fixtures and removable personal property, for relocation expenses from such condemning authority, and loss of the Lease of the Premises hereunder. In the event that this Lease is not terminated by reason of such condemnation, Lessor shall, only to the extent of severance damages received by Lessor in connection with such condemnation, repair any damage to the Premises caused by such condemnation.

SECTION 23. FIRE AND OTHER DAMAGE.

Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Lessor and the same shall be repaired at the expense of Lessor without unreasonable delay unless, at Lessor's sole discretion, Lessor determines that repair or rebuilding is not feasible. From the date of such casualty until such area is so repaired, monthly Lease payments hereunder shall be equitably adjusted to reflect the reduction in space; provided, however, that if an area shall be so slightly injured in any such casualty as not to be rendered unfit for occupancy, the Lease hereunder shall not cease or be abated during any repair period. Should the damages to the area be so extensive as to render it un-tenantable, the Lease for such area shall cease, on a pro-rata basis, until such time that it shall again be tenantable, but in the event of the area being damaged by fire or other casualty to such an extent as to render it necessary in the exclusive judgment of Lessor not to rebuild the same, then, at the option of Lessor or Lessee, and upon ten (10) days' written notice to the other of the damage, this Lease, as it applies to said area, shall be canceled and of no further force or effect. Lessor's obligations to rebuild or repair under this section shall in any event be limited to restoring said area to substantially the condition that existed prior to the commencement of improvements by Lessor.

SECTION 24. NOTICES, PAYMENT OF LEASE AND AGENT FOR SERVICE OF PROCESS.

Notices required herein may be given by registered or certified or express mail by depositing the same in the United States Mail or by private courier in the continental United States, postage prepaid. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. All Lease shall also be paid to the same address. Until any such change is made, notices to Lessor shall be delivered as follows:

LESSOR: METROPOLITAN GOVERNMENT OF

NASHVILLE AND DAVIDSON COUNTY ATTN:
Abraham Wescott and Diana Alarcon

Lease shall be paid to the same address but shall be directed to ACCOUNTS
RECEIVABLE, Attention:

Notices to Lessee shall be delivered as follows:

LESSEE: LAZ Parking Georgia LLC
ATTENTION: Glenn Terk
ADDRESS: one Financial Plaza, Hartford, CT 06103

E-MAIL: legalmail@lazparking.com
TAX ID: 26-1164708

SECTION 25. SURRENDER.

- (a) Upon the expiration or earlier termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Lessor in the same condition as on the Commencement Date, normal wear and tear excepted.
- (b) Upon the expiration or earlier termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that (i) have been made by Lessee to the Premises and (ii) cannot be removed without material damage to the remainder of the Premises, shall be deemed a part of the Premises and the same shall not be removed.
- (c) All personal property of Lessor ("Lessor Property") shall remain upon the Premises for the duration of the Term. Upon the expiration or earlier termination of this Lease, all Lessor Property shall remain upon the Premises and shall be deemed to be part of the Premises and the property of Lessor thereafter. Lessee shall surrender all Lessor Property in as good a condition as on the date of receipt, normal wear and tear excepted.

SECTION 26. DEBARMENT AND SUSPENSION.

Lessee certifies, to the best of its knowledge and belief, that it and its Board of Directors:

- (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 Lease 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 (a) of this certification; and
- (d) have not within a three (3) year period preceding this Lease had one or more public transactions (federal, state, or local) terminated for cause or default.

Lessee shall provide immediate written notice to Lessor if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, it or its Directors are excluded or disqualified.

SECTION 27. METROPOLITAN GOVERNMENT STATUTORY IMMUNITY.

Any other term, covenant, or condition of this Lease to the contrary notwithstanding, Lessor, its officers, employees and agents, retain their statutory governmental, official, and any other immunity provided pursuant to the laws of the State of Tennessee, including under T.C.A. 29-20-101 et seq., and do not waive the defenses of governmental and official immunity derived from such laws. Metro does not waive for itself or its officers, employees, agents, any other defenses or immunities available to it or any of them.

SECTION 28. FORCE MAJEURE.

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, pandemic, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

SECTION 29. NOTICE OF CLAIMS.

Each party agrees to give the other party immediate notice in writing of any action or suit filed related in any way to this Lease, and of any claim made against it by any entity which may result in litigation related in any way to this Lease.

SECTION 30. AUTHORITY TO ENTER INTO LEASE AGREEMENT.

The individuals executing this Lease personally warrant that they have full authority to execute this Lease on behalf of the entity for whom they are acting herein.

SECTION 31. ACKNOWLEDGEMENT.

The parties hereto, or their authorized representatives, acknowledge that they have read this Lease, including any annexes or attachments thereto, and have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein.

SECTION 32. APPLICABLE LAW AND VENUE.

The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any

language in any attachment or other document that the Lessor may provide. Any action between the parties arising from this Lease shall be maintained in the courts of Davidson County, Tennessee.

SECTION 33. Intentionally Omitted.

SECTION 34. NO ASSIGNMENT OR SUBLETTING WITHOUT CONSENT.

The provisions of this Lease shall inure to the benefit of and shall be binding on the respective successors and assigns of the parties hereto. Neither this Lease nor any of the rights and obligations of Lessee hereunder shall be assigned or transferred in whole or in part to any person, firm or corporation without the prior written consent of Lessor. Any such assignment or transfer shall not release Lessee from its obligations hereunder. Any approved assignee shall assume each and every obligation of Lessee hereunder, and Lessor may contract with or accept moneys from any such assignee without waiving any of its rights.

SECTION 35. ATTORNEY FEES.

The parties agree that, in the event either party deems it necessary to take legal action to enforce any provision of this Lease, if Lessor prevails in such action Lessor shall be entitled to be reimbursed for any and all expenses of such action including attorney fees and costs at all stages of the litigation.

SECTION 36. AMENDMENT.

This Lease is subject to modification, alteration, amendment or change only upon the mutual agreement of the parties. Any such amendment will become effective only after approval by Lessor and Lessee, reduced to writing and signed by the parties hereto. Any duly approved amendment, executed as prescribed herein, shall be of full force and effect, as though originally agreed to and incorporated herein upon its filing with the Metropolitan Clerk.

SECTION 37. COMPLIANCE WITH LAWS.

Lessor and Lessee agree to comply with any applicable federal, state and local laws in the performance of this Lease, including, but not limited to all fire, building and life safety.

SECTION 38. AMERICANS WITH DISABILITIES ACT.

Lessee assures Lessor that all services provided shall be completed in full compliance with the Americans with Disabilities Act (ADA) 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by Lessor. Lessee will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

SECTION 39. IRAN DIVESTMENT ACT.

In accordance with the Iran Divestment Act, Tennessee Code Annotated §12-12-101 et seq., Lessee certifies that to the best of its knowledge and belief, Lessee is not on the list created pursuant to Tennessee Code Annotated §12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

SECTION 40. WAIVER.

Any failure to act in response to any breach of any of the provisions of this Lease shall not be considered as a waiver of the right to act on any subsequent violation or violations by the other party, the right to terminate this Lease because of a material breach being a continuing one.

SECTION 41. SEVERABILITY.

Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.

SECTION 42. ENTIRE AGREEMENT.

This Lease and the Annexes hereto constitute the totality of the agreement between the parties pertaining to the subject matter hereof, and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as set forth specifically herein.

SECTION 43. EFFECTIVE DATE.

This Lease shall not be binding upon the parties until it has been signed first by the Lessee, and then all appropriate Lessor official signatures have been fully obtained, the approval of this agreement by the Metropolitan Traffic and Parking Commission and the Metropolitan Council has been obtained, and upon its filing with the Metropolitan Clerk.

Exhibit A to Schedule 14 Lease Agreement



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

APPROVED:

Abraham Westcott
Director of Public Property Administration

RECOMMENDED:

Diana Willard
Director of NDOT

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery/TJE
Metropolitan Director of Finance

APPROVED AS TO INSURANCE:

Balogun Colob
Director of Insurance

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd
Metropolitan Attorney

LESSEE:

COO
Title

AS
Name

10/13/2022 | 3:13 AM PDT
Date

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Metropolitan Clerk

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Amity Ins., a Division of Brown & Brown of MA, LLC 500 Victory Rd. Marina Bay North Quincy MA 02171	CONTACT NAME: Frank Griffin	
	PHONE (A/C, No, Ext): (617) 471-1220	FAX (A/C, No): (617) 479-5147
E-MAIL ADDRESS: fgriffin@amityins.com		
INSURED Laz Parking Georgia, LLC 3575 Piedmont Road, N.E. Building 15, Suite 375 Atlanta GA 30305	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance	NAIC # 23035
	INSURER B: LM Insurance Corporation	NAIC # 33600
	INSURER C: Berkley Insurance Company	NAIC # 32603
	INSURER D: Markel American Insurance Company	NAIC # 28932
	INSURER E: Federal Insurance Company	NAIC # 20281
INSURER F: Everest National Insurance Company		NAIC # 10120

COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EB2611260451032	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ EXCLUDED	
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COM/OP AGG \$ 2,000,000	
A	AUTOMOBILE LIABILITY			AS2611260451072	7/31/2022	7/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000	
	<input checked="" type="checkbox"/> ANY AUTO	X					BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS						<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						<input type="checkbox"/> NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$
								\$
				\$				
	<input checked="" type="checkbox"/> UMBRELLA LIAB			SEE ATTACHED LIST OF POLICIES	7/31/2022	7/31/2023	EACH OCCURRENCE \$ 100,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 100,000,000	
	DED RETENTION \$						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WA561D260451052	7/31/2022	7/31/2023	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	GARAGEKEEPERS LIABILITY				AS2611260451072	7/31/2022	7/31/2023	\$1,000,000 LIMIT
C	CRIME/EMPLOYEE DISHONESTY			BCCR45002892	7/31/2022	7/31/2023	\$5,000,000 LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement and automobile liability additional insured endorsement.
 Re: Nashville, TN Smart Parking- RFQ 98182

CERTIFICATE HOLDER

CANCELLATION

Purchasing Agent
 Metropolitan Government of Nashville and Davidson County
 Metro Courthouse
 Nashville, TN 37201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Frank Griffin/FG

AGENCY CUSTOMER ID: 25084

LOC #: See ACORD 25



ADDITIONAL REMARKS SCHEDULE

Page ___ of ___

AGENCY Amity Insurance A Division of Brown & Brown of MA LLC		NAMED INSURED	
POLICY NUMBER See Certificate		See ACORD 25	
CARRIER See Certificate	NAIC CODE	EFFECTIVE DATE: 7/31/2022	

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER G: American Guarantee & Liability Insurance Company	26247
INSURER H: Great American Assurance Company	26344
INSURER I: Houston Casualty Company	42374
INSURER J: Westchester Fire Insurance Company	10030

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yyyy)	POLICY EXPIRATION DATE (mm/dd/yyyy)	LIMITS	
D	EXCESS GENERAL LIABILITY			MKLM1EUL101922	7/31/2022	7/31/2023	AGGREGATE	\$4,000,000
E	UMBRELLA LIABILITY			79863543	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
F	EXCESS LIABILITY			XC9EX00286221	7/31/2022	7/31/2023	AGGREGATE	\$15,000,000
G	EXCESS LIABILITY			AEC011173108	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
H	EXCESS LIABILITY			EXC4457469	7/31/2022	7/31/2023	AGGREGATE	\$10,000,000
E	EXCESS LIABILITY			78187246	7/31/2022	7/31/2023	AGGREGATE	\$25,000,000
I	EXCESS PROFESSIONAL & CYBER LIABILITY			H22CXS20741	7/31/2022	7/31/2022	AGGREGATE	\$2,000,000
J	EXCESS PROFESSIONAL & CYBER LIABILITY			G72560723	7/31/2022	7/31/2023	AGGREGATE	\$5,000,000

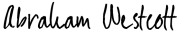
Certificate Of Completion

Envelope Id: 4F0A1C8270DA481A80CF89BE4D274399	Status: Completed
Subject: Schedule 14 Lease Agreement of Parking Agreement	
Source Envelope:	
Document Pages: 19	Signatures: 6
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
10/12/2022 3:00:37 PM	prg@nashville.gov	
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
Abraham Westcott abraham.wescott@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 10/12/2022 3:26:54 PM Viewed: 10/12/2022 3:31:04 PM Signed: 10/12/2022 3:32:05 PM


Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Diana Alarcon diana.alarcon@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240	Sent: 10/12/2022 3:32:06 PM Viewed: 10/12/2022 3:34:29 PM Signed: 10/12/2022 3:34:56 PM
--	--	---

Electronic Record and Signature Disclosure:
Accepted: 10/12/2022 3:34:29 PM
ID: 4191fb7d-a82a-4bf6-bc07-b28c483b6a33

Michael J. Kuziak mkuziak@lazparking.com COO Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 98.216.18.76 Signed using mobile	Sent: 10/12/2022 3:34:59 PM Viewed: 10/12/2022 4:32:51 PM Signed: 10/13/2022 5:13:53 AM
--	---	---

Electronic Record and Signature Disclosure:
Accepted: 10/12/2022 4:32:51 PM
ID: 061f5a8d-ff16-46a0-a5b3-addf88a07b2f

Kelly Flannery/TJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 10/13/2022 5:13:55 AM Viewed: 10/13/2022 8:14:05 AM Signed: 10/13/2022 8:17:51 AM
---	--	---

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
---------------	-----------	-----------

Accepted: 10/13/2022 8:14:05 AM
 ID: 72633824-2120-4dc7-b7a9-e9ae7c94887b

Balogun Cobb
 balogun.cobb@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Balogun Cobb

Signature Adoption: Pre-selected Style
 Using IP Address: 170.190.198.185

Sent: 10/13/2022 8:17:53 AM
 Viewed: 10/13/2022 8:31:21 AM
 Signed: 10/13/2022 8:32:20 AM

Electronic Record and Signature Disclosure:

Accepted: 10/13/2022 8:31:21 AM
 ID: c7aa8388-128e-4047-9016-317843ebc180

Tara Ladd
 tara.ladd@nashville.gov
 Assistant Metropolitan Attorney
 Security Level: Email, Account Authentication
 (None)

Tara Ladd

Signature Adoption: Pre-selected Style
 Using IP Address: 136.58.27.58
 Signed using mobile

Sent: 10/13/2022 8:32:22 AM
 Viewed: 10/13/2022 8:36:49 AM
 Signed: 10/13/2022 8:37:02 AM

Electronic Record and Signature Disclosure:

Accepted: 10/13/2022 8:36:49 AM
 ID: 6aebb5af-c3a1-487d-9223-b5440377d8f2

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
--------------------	--------	-----------

Witness Events	Signature	Timestamp
----------------	-----------	-----------

Notary Events	Signature	Timestamp
---------------	-----------	-----------

Envelope Summary Events	Status	Timestamps
-------------------------	--------	------------

Envelope Sent	Hashed/Encrypted	10/12/2022 3:26:54 PM
Certified Delivered	Security Checked	10/13/2022 8:36:49 AM
Signing Complete	Security Checked	10/13/2022 8:37:02 AM
Completed	Security Checked	10/13/2022 8:37:02 AM

Payment Events	Status	Timestamps
----------------	--------	------------

Electronic Record and Signature Disclosure
--

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2022-1440

Mr. President –

I hereby move to amend Ordinance No. BL2022-1440 as follows:

- I. By modifying Section 1 as follows:

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

By changing from IR to ~~MU-A~~ RS3.75 zoning for properties located at 1322, 1324, 1326, 1330, 1334 Plum Street, at the southwest corner of Second Street and Plum Street (0.6 acres), being Property Parcel Nos. 080-084 as designated on Map 034-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Sponsored by:

Zach Young
Member of Council

AMENDMENT NO. __
TO
ORDINANCE NO. BL2022-1443

Mr. President –

I move to amend Ordinance No. BL2022-1443 as follows:

I. By amending Section 4 by adding the following conditions:

5. The developer shall work with WeGo Public Transit to construct a bus stop on Lebanon Pike at the site of the proposed development at the developer's expense. The existing bus stop at Lebanon Pike and Quinn Circle shall not be removed or discontinued until there is a finished sidewalk connection between the new bus stop and the intersection of Quinn Circle, Lisa Lane, and Lebanon Pike.

6. The developer shall contribute \$50,000 dollars to the Nashville Dept. of Transportation and Multimodal Infrastructure to partially fund the construction of a sidewalk from the proposed development site to the intersection of Quinn Circle, Lisa Lane, and Lebanon Pike. This money shall be reserved for the above-mentioned project and not included in the pedestrian benefit zone.

INTRODUCED BY:

Jeff Syracuse
Member of Council

SUBSTITUTE ORDINANCE NO. BL2022-1445

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of The Metropolitan Government of Nashville and Davidson County, by changing from RS10 to R10 SP zoning for properties located at River Drive (unnumbered), 1716, 1805, and 1823, ~~and 3104~~ River Drive, east of Hydes Ferry Road (~~2.44~~ 1.89 acres), all of which is described herein (Proposal No. 2022Z-011PR-001).

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

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

By changing from RS10 to R10 SP zoning for properties located at River Drive (unnumbered), 1716, 1805, and 1823, ~~and 3104~~ River Drive, east of Hydes Ferry Road (~~2.44~~ 1.89 acres), being ~~Property Parcel No. 147 as designated on Map 070-43~~ and Property Parcels Nos. 041, 046,079-080 as designated on Map 081-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Maps ~~070~~, 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

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

Section 3. Be it further enacted, that the uses of this SP shall be limited to those permitted by the R10 zoning district.

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

1. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
2. Comply with all conditions and requirements of Metro reviewing agencies.
3. The front façade for all dwelling units constructed shall be a minimum of 24 feet in width. Any development within this SP shall be subject to Note 4 of Table 17.12.020A of the Metropolitan Code of Laws.
4. No dwelling unit shall exceed three stories in 45 feet.
5. Required side yard setbacks within the SP shall be 8 feet.
6. 1716 River Road shall not be subdivided. This prohibition on subdivision shall not preclude the establishment of Horizontal Property Regimes (HPR) with no more than two dwelling units.

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

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

Section 7. Be it further enacted, if a development standard, not including permitted uses, is absent from the SP plan and/or Council approval, the property shall be subject to the standards, regulations and requirements of the R10 zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. The Metropolitan Clerk is directed to publish a notice announcing such change in a newspaper of general circulation within five days following final passage.

Section 9. This Ordinance shall take effect upon publication of above said notice announcing such change in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kyonzte Toombs
Member of Council

2022Z-011PR-001
~~Map 070-13, Parcel(s) 147~~
Map 081-01, Parcel(s) 041, 046, 079-080
Subarea 03, Bordeaux - Whites Creek - Haynes Trinity
District 02 (Kyonzté Toombs)
Application fee paid by: C&H PROPERTIES, LLC

A request to rezone from RS10 to R10 SP zoning for properties located at River Drive (unnumbered), 1716, 1805, and 1823, ~~and 3104~~ River Drive, east of Hydes Ferry Road (~~2.14~~ 1.89 acres), requested by C & H Properties, LLC, applicant; Tommi Lynn Stephenson, Jason Wilson, and C & H Properties, LLC, and HC Holdings, LLC & John L Dillard, owners.

