



# Metropolitan Nashville and Davidson County, TN Meeting Agenda

Metropolitan Courthouse  
1 Public Square, Ste. 204  
Nashville, TN 37201

## Metropolitan Council

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Tuesday, January 19, 2021

6:30 PM

Metropolitan Courthouse

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### Announcements

#### A. Call to Order

#### B. Pledge of Allegiance

#### C. Roll Call

#### D. Approval of Minutes

### E. Notice of Electronic Meeting and Public Access

*Pursuant to recommendations from federal, state, and local health agencies to avoid gatherings due to the COVID-19 epidemic, the January 19, 2021 Council meeting will be held virtually. Members of the public may not attend this meeting in person in order to protect the public health, safety, and welfare. Council Members will participate electronically, and members of the public may watch the meeting live online at [stream.nashville.gov](http://stream.nashville.gov). Metro Nashville and Davidson County residents can also view Metro Nashville Network on AT&T Uverse channel 99, Comcast channel 3, Google Fiber channel 3, and the MNN Roku channel. In addition, meeting recordings are posted on YouTube, [nashville.gov/News-Media/Video-Gallery](http://nashville.gov/News-Media/Video-Gallery), and [nashville.legistar.com](http://nashville.legistar.com), within two (2) business days following the conclusion of the meeting.*

### F. Elections and Confirmations

#### F1. [21-001](#)

##### Arts Commission

Appointment of Mr. David Jon Walker for a term expiring January 1, 2025.

##### Legislative History

1/12/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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#### F2. [21-002](#)

##### Community Corrections Advisory Board

Appointment of Mr. John Buntin for a term expiring August 31, 2023.

##### Legislative History

1/12/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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**G. Consent Resolutions and Resolutions**

1. [RS2021-716](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of April McQueen against the Metropolitan Government of Nashville and Davidson County in the amount of \$80,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

**Sponsors:** Toombs

**Attachments:** [RS2021-716 Letter to Metro Clerk](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

2. [RS2021-717](#) A Twenty-Ninth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by authorizing the issuance of Electric System Revenue Bonds, 2021 Series A, as requested by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County.

**Sponsors:** Toombs

**Attachments:** [RS2021-717 Exhibit B](#)

[RS2021-717 Exhibit C](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

3. [RS2021-718](#) A Thirtieth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by electing to defease, pay and redeem certain Electric System Revenue Bonds and authorizing certain other related matters

**Sponsors:** Toombs

**Attachments:** [RS2021-718 Exhibit B](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

4. [RS2021-719](#) A resolution accepting a National Diversity in Arts Leadership Internship Program (DIAL) grant from Americans for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide financial and technical assistance for local implementation of the program.

**Sponsors:** Toombs, VanReece and Suara

**Attachments:** [documents supporting RS2021-719](#)

**Legislative History**



1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

5.      [RS2021-720](#)      A resolution approving an assignment and assumption grant agreement amendment from Safe Haven Family Shelter and the U.S. Department of Housing and Urban Development (HUD) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department, of the Continuum of Care Coordinated Entry Grant for support services and administrative costs to strengthen and improve the effectiveness of the program.

**Sponsors:**      Toombs, Taylor, Allen, Suara and Welsch

**Attachments:**      [documents supporting RS2021-720](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

6.      [RS2021-721](#)      A resolution approving amendment two to a grant from the United States Environmental Protection Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee.

**Sponsors:**      Toombs, Taylor and Hancock

**Attachments:**      [document supporting RS2021-721](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

7.      [RS2021-722](#)      A resolution approving a memorandum of understanding between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center to establish emergency worksite Points of Dispensing medication (POD) during a public health emergency for licensed medical employees and other licensed medical professionals specified by the POD with mass prophylaxis for distribution in the event of a public health emergency.

**Sponsors:**      Taylor, Allen and Welsch

**Attachments:**      [MOU attached to RS2021-722](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Rules, Confirmations, and Public Elections Committee

8. [RS2021-723](#) A resolution accepting a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance.

**Sponsors:** Toombs, Taylor, Bradford and Welsch

**Attachments:** [documentation supporting RS2021-723](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

9. [RS2021-724](#) A resolution accepting a grant from the Marjorie A. Neuhoff Private Foundation, Inc. to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide funding for the care of shelter animals at Metro Animal Care and Control.

**Sponsors:** Toombs, Taylor, Bradford and Hancock

**Attachments:** [documentation supporting RS2021-724](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

10. [RS2021-725](#) A resolution approving an intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and the City of Knoxville, acting by and through the Knoxville Police Department, regarding participation in the Internet Crimes Against Children Task Force.

**Sponsors:** Gamble and Suara

**Attachments:** [MOU attached to RS2021-725](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Rules, Confirmations, and Public Elections Committee

11. [RS2021-726](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Daniel Picazzo against the Metropolitan Government of Nashville and Davidson County in the amount of \$15,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

**Sponsors:** Toombs

**Attachments:** [RS2021-726 Letter to Metro Clerk](#)

**Legislative History**

1/12/21      Metropolitan Council      referred to the Budget and Finance Committee

12. [RS2021-727](#) A Resolution recognizing Sgt. Rafael Fernandez for his service to the Metropolitan Nashville Police Department upon the occasion of his retirement.
- Sponsors:** Bradford, Styles, Vercher, Rutherford, Sledge, Welsch, Sepulveda, Johnston, Nash and Porterfield
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 1/12/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
| 1/12/21 | Metropolitan Council | filed  |
13. [RS2021-728](#) A Resolution honoring the life of Phyllis S. Williams.
- Sponsors:** Hagar, Syracuse, Rhoten, Glover, Mendes, Johnston, Evans, Withers, VanReece, Young, Allen, Nash, Sepulveda, Swope, Hancock, Hausser, Cash, Pulley, Bradford, Taylor, OConnell, Porterfield, Hurt, Welsch, Vercher, Suara and Benedict
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 1/12/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
| 1/12/21 | Metropolitan Council | filed  |
14. [RS2021-729](#) A Resolution honoring the memory of Nashvillians who have died from COVID-19.
- Sponsors:** Suara, VanReece, Gamble, Johnston, Rutherford, Sepulveda, Evans, Rosenberg, Welsch, Murphy, Vercher, Mendes, Syracuse, Allen, Withers, Hurt, Cash, Bradford, OConnell, Porterfield, Hausser, Benedict, Hagar and Taylor
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 1/12/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
| 1/12/21 | Metropolitan Council | filed  |
15. [RS2021-730](#) A resolution recognizing the anniversary of the historic 2017 Women's March on Washington and "sister marches" held throughout the United States including Nashville, Tennessee, and advancements in women's rights in America.
- Sponsors:** Allen, Gamble, Toombs, Welsch, Styles, Hausser, Suara, VanReece, Hancock, Lee, Murphy, Vercher, Hurt, Evans, Roberts, Henderson, Benedict, Porterfield and Sepulveda
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 1/12/21 | Metropolitan Council | referred to the Rules, Confirmations, and Public Elections Committee |
| 1/12/21 | Metropolitan Council | filed  |
16. [RS2021-731](#) A Resolution recognizing January 2021 as Slavery and Human Trafficking Prevention Month in Nashville.
- Sponsors:** Sepulveda, Welsch, Johnston, Murphy, Gamble, Vercher, Styles, VanReece, Allen, Hurt, Suara, Porterfield, Hausser, Benedict, Mendes, Syracuse, Rosenberg, Withers, Cash, Druffel, Sledge, Bradford, OConnell, Rutherford, Hagar and Taylor
- Legislative History**

1/12/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee  
1/12/21 Metropolitan Council filed

## H. Bills on Introduction and First Reading

17. [BL2021-612](#) An ordinance establishing a Special Commission to review and investigate the circumstances and responses pertaining to the suicide bombing in Nashville on December 25, 2020, and to make any recommendations regarding public safety improvements.
- Sponsors:** Mendes, Gamble and OConnell  
**Legislative History**  
1/12/21 Metropolitan Council filed
18. [BL2021-613](#) An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Lightwave Solar, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant.
- Sponsors:** Toombs, Nash, Allen and Hancock  
**Attachments:** [Contract attached to BL2021-613](#)
19. [BL2021-614](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the River Drive Stormwater Improvement Project for four properties located on River Drive, (MWS Project No. 21-SWC-171 and Proposal No. 2020M-107ES-001).
- Sponsors:** Toombs, Murphy and Nash  
**Attachments:** [BL2021-614 Exhibits](#)  
**Legislative History**  
12/15/20 Planning Commission approved
20. [BL2021-615](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer main, sanitary sewer manholes and easements for three properties located at 7150 and 7154 Nolensville Road and Nolensville Road (unnumbered) in Williamson County (MWS Project No. 20-SL-69 and Proposal No. 2020M-108ES-001).
- Sponsors:** Murphy and Nash  
**Attachments:** [BL2021-615 Exhibits](#)  
**Legislative History**  
12/15/20 Planning Commission approved

21. [BL2021-616](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water main and easements, and to accept new water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes, pressure reducing valve and easements, for property located at Brick Church Lane (unnumbered), also known as Heartland North Phase 1 (MWS Project Nos. 18- WL-172 and 18-SL-226 and Proposal No. 2020M-110ES-001).

**Sponsors:** Gamble, Murphy and Nash

**Attachments:** [BL2021-616 Exhibits](#)

**Legislative History**

12/16/20 Planning Commission approved

### I. Bills on Second Reading

22. [BL2019-8](#) An ordinance amending Section 17.20.120 of Title 17 of the Metropolitan Code pertaining to the provision of sidewalks (Proposal No. 2019Z-015TX-001).

**Sponsors:** Roberts, Henderson, Toombs and Styles

**Attachments:** [BL2019-8](#)

**Legislative History**

10/1/19	Metropolitan Council	passed on first reading
11/5/19	Metropolitan Council	public hearing set
11/5/19	Public hearing	deferred to January 7, 2020
1/7/20	Public hearing	deferred to March 5, 2020
3/5/20	Public hearing	deferred to April 7, 2020
4/7/20	Public hearing	deferred to May 5, 2020
5/5/20	Public hearing	deferred to June 9, 2020
6/9/20	Public hearing	held; second reading deferred to July 7, 2020
7/7/20	Second reading	deferred to December 1, 2020
5/28/20	Planning Commission	disapproved (8-0)
11/24/20	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
11/30/20	recommended for deferral	to January 19, 2021
11/24/20	Metropolitan Council	referred to the Public Works Committee
12/1/20	recommended for deferral	to January 19, 2021
12/1/20	Metropolitan Council	deferred Deferred to January 19, 2021

23. [BL2020-553](#) An ordinance to require a resolution of the Metropolitan Council prior to discontinuing operations at the J.B. Knowles Home Assisted Living Facility.

**Sponsors:** Hall, Toombs and Taylor

**Attachments:** [BL2020-553 Substitute](#)

**Legislative History**

11/24/20 Metropolitan Council filed

12/1/20	Metropolitan Council	referred to the Budget and Finance Committee
12/14/20	recommended for deferral	
1/4/21	substitute approved; recommended for deferral	
12/1/20	Metropolitan Council	passed on first reading
12/15/20	Metropolitan Council	deferred
1/5/21	Metropolitan Council	substituted
1/5/21	Metropolitan Council	deferred

24. [BL2020-586](#) An ordinance amending Ordinance No. BL2014-688 to reverse the Metropolitan Council's determination that the provision of long term medical care is obsolete and unnecessary as a governmental function, directing that certain actions be taken regarding the preservation of the licensed beds at the Bordeaux Long Term Care facility and appraisals of the Bordeaux Long Term Care and J.B. Knowles Home for the Aged facilities, and requesting the creation of a long term plan for the J.B. Knowles Home facility.

**Sponsors:** Toombs, Styles, Gamble, Suara, Hurt, Porterfield, Benedict, Parker and Taylor

**Attachments:** [BL2020-586 Amendment](#)

**Legislative History**

12/8/20	Metropolitan Council	filed
12/15/20	Metropolitan Council	referred to the Budget and Finance Committee
1/4/21	recommended for deferral as amended	
12/15/20	Metropolitan Council	passed on first reading
1/5/21	Metropolitan Council	amended
1/5/21	Metropolitan Council	deferred

25. [BL2021-593](#) An ordinance amending Chapter 9.30 of the Metropolitan Code to restrict construction noise between the hours of 6:00 p.m. and 8:00 a.m. on weekdays and between the hours of 7:00 p.m. and 9:00 a.m. on weekends.

**Sponsors:** Lee, Hausser and Taylor

**Legislative History**

12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/5/21	Metropolitan Council	passed on first reading

26. [BL2021-594](#) An ordinance lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour, allowing exceptions to that general reduction to be granted by the Metropolitan Traffic and Parking Commission, and amending Section 12.20.020 of the Metropolitan Code.

**Sponsors:** Allen, Nash, OConnell, Henderson, Sledge, Bradford, Styles, Gamble, Taylor, Welsch and Benedict

**Attachments:** [BL2021-594](#)

**Legislative History**

1/5/21	Metropolitan Council	referred to the Public Works Committee
1/5/21	Metropolitan Council	passed on first reading
1/11/21	Traffic and Parking Commission	approved

27. [BL2021-595](#) An ordinance approving an agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee, by and through the Metropolitan Nashville Police Department ("MNPd"), and Vanderbilt University Medical Center ("VUMC") to provide medical support and work cooperatively with other on-scene first responders to assist in any situations encountered by MNPd that require medical support.

**Sponsors:** Gamble and Styles

**Attachments:** [BL2021-595](#)  
[BL2021-595 Agreement](#)

**Legislative History**

1/5/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
1/5/21	Metropolitan Council	passed on first reading

28. [BL2021-596](#) An ordinance readopting the Code of The Metropolitan Government of Nashville and Davidson County, Tennessee, prepared by Municipal Code Corporation including supplemental and replacement pages thereof, containing certain ordinances of a general and permanent nature enacted on or before September 15, 2020.

**Sponsors:** Johnston

**Attachments:** [BL2021-596](#)

**Legislative History**

1/5/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
1/5/21	Metropolitan Council	passed on first reading



29. [BL2021-597](#) An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North. (Proposal No. 2021M-001AG-001)
- Sponsors:** Parker, Toombs, Murphy, Nash, Mendes, OConnell, Welsch, VanReece and Syracuse
- Attachments:** [BL2021-597](#)  
[BL2021-597 Agreement](#)
- Legislative History**
- |          |                      |  |
|----------|----------------------|--|
| 12/21/20 | Planning Commission  | approved   |
| 1/5/21   | Metropolitan Council | referred to the Budget and Finance Committee               |
| 1/5/21   | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 1/5/21   | Metropolitan Council | referred to the Public Works Committee                     |
| 1/5/21   | Metropolitan Council | passed on first reading                                    |
30. [BL2021-598](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, (MWS Project No. 20-WL-126 and Proposal No. 2020M-104ES-001).
- Sponsors:** Taylor, Murphy and Nash
- Attachments:** [BL2021-598](#)  
[BL2021-598 Exhibit](#)
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 12/4/20 | Planning Commission  | approved   |
| 1/5/21  | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 1/5/21  | Metropolitan Council | referred to the Public Works Committee                     |
| 1/5/21  | Metropolitan Council | passed on first reading                                    |
31. [BL2021-599](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer main and one sanitary sewer manhole, for property located at 5661 Valley View Road (MWS Project No. 20-SL-248 and Proposal No. 2020M-105ES-001).
- Sponsors:** Swope, Murphy and Nash
- Attachments:** [BL2021-599](#)  
[BL2021-599 Exhibit](#)
- Legislative History**
- |         |                      |  |
|---------|----------------------|--|
| 12/4/20 | Planning Commission  | approved   |
| 1/5/21  | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| 1/5/21  | Metropolitan Council | referred to the Public Works Committee                     |

1/5/21 Metropolitan Council passed on first reading

32. [BL2021-600](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for three properties located at 1207 Sweetbriar Avenue, (MWS Project No. 20-WL-140 and Proposal No. 2020M-106ES-001).

**Sponsors:** Cash, Murphy and Nash

**Attachments:** [BL2021-600](#)  
[BL2021-600 Exhibit](#)

**Legislative History**

12/4/20	Planning Commission	approved
1/5/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/5/21	Metropolitan Council	referred to the Public Works Committee
1/5/21	Metropolitan Council	passed on first reading

**J. Bills on Third Reading**

33. [BL2020-517](#) 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 AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units, all of which is described herein (Proposal No. 2020SP-038-001).

**Sponsors:** Rutherford

**Attachments:** [BL2020-517](#)  
[BL2020-517 Plans](#)

**Legislative History**

9/24/20	Planning Commission	approved with conditions, disapproved without
	(7-0)	
10/27/20	Metropolitan Council	filed
11/5/20	Metropolitan Council	passed on first reading
11/6/20	Metropolitan Council	advertised
12/1/20	Metropolitan Council	public hearing set
	12/1/2020 Public hearing held	
12/1/20	Metropolitan Council	deferred
	12/1/2020 Third reading deferred to January 5, 2021	
12/1/20	Metropolitan Council	passed on second reading
12/29/20	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	1/4/21 recommended for deferral	
1/5/21	Metropolitan Council	deferred

34. [BL2020-522](#) 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 AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), all of which is described herein (Proposal No. 2020Z-118PR-001).

**Sponsors:** Styles

**Attachments:** [BL2020-522](#)

**Legislative History**

10/22/20	Planning Commission (7-0)	approved
10/27/20	Metropolitan Council	filed
11/5/20	Metropolitan Council	passed on first reading
11/6/20	Metropolitan Council	advertised Second advertisement on 12/11/2020
12/1/20	Metropolitan Council	public hearing set Public hearing deferred to January 5, 2021
12/1/20	Metropolitan Council	deferred Deferred to January 5, 2021
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

35. [BL2020-525](#) 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 R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), all of which is described herein (Proposal No. 2020Z-128PR-001).

**Sponsors:** Porterfield

**Attachments:** [BL2020-525](#)

**Legislative History**

9/24/20	Planning Commission (7-0)	approved with conditions
10/27/20	Metropolitan Council	filed
11/5/20	Metropolitan Council	passed on first reading
11/6/20	Metropolitan Council	advertised Second advertisement on 12/11/2020
12/1/20	Metropolitan Council	public hearing set Public hearing deferred to January 5, 2021
12/1/20	Metropolitan Council	deferred Deferred to January 5, 2021
1/5/21	Metropolitan Council	passed on second reading

1/12/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

- 36. [BL2020-529](#)** 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 SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

**Sponsors:**

Pulley

**Attachments:**

[BL2020-529](#)

[BL2020-529 Plans](#)

**Legislative History**

8/27/20	Planning Commission	approved with conditions, disapproved without
	(4-2)	
11/5/20	Metropolitan Council	passed on first reading
12/1/20	Metropolitan Council	public hearing set
12/1/20	Metropolitan Council	passed on second reading
12/8/20	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	12/14/20	recommended for deferral
12/15/20	Metropolitan Council	deferred
	Deferred to January 19, 2021	

- 37. [BL2020-565](#)** 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 RS7.5 and R6 to SP zoning for properties located at 819 W Trinity Lane, W Trinity Lane (unnumbered), and Brownlo Street (unnumbered), at the northwest corner of W Trinity Lane and Brownlo Street (12.14 acres), to permit 312 multi-family residential units, all of which is described herein (Proposal No. 2020SP-044-001).

**Sponsors:**

Toombs

**Attachments:**

[BL2020-565 plans](#)

[BL2020-565 sketch](#)

**Legislative History**

10/22/20	Planning Commission	approved with conditions, disapproved without
	(7-0)	
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised

1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

38. [BL2020-566](#) 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 RS15 to SP zoning for properties located at 3941 and 3957 Dodson Chapel Road, approximately 175 feet south of Central Pike (3.64 acres), to permit a multi-family development, all of which is described herein (Proposal No. 2020SP-042-001).

**Sponsors:** Rhoten

**Attachments:** [BL2020-566 plans](#)  
[BL2020-566 sketch](#)

**Legislative History**

10/22/20	Planning Commission	approved with conditions, disapproved without
	(7-0)	
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

39. [BL2020-567](#) 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 RS7.5 to SP zoning for property located at 200 Raymond Street, approximately 180 feet north of Veritas Street (0.33 acres), to permit seven multi-family units, all of which is described herein (Proposal No. 2020SP-046-001).

**Sponsors:** Welsch

**Attachments:** [BL2020-567 plans](#)  
[BL2020-567 sketch](#)

**Legislative History**

11/12/20	Planning Commission	approved with conditions, disapproved without
	(7-0)	
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading

1/12/21 Metropolitan Council referred to the Planning, Zoning, and Historical Committee

40. [BL2020-568](#) 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 R6 to RM15-A zoning for property located at 1119 Chester Avenue, approximately 445 feet east of Gallatin Avenue (0.32 acres), all of which is described herein (Proposal No. 2020Z-127PR-001).

**Sponsors:** Benedict

**Attachments:** [BL2020-568 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

41. [BL2020-569](#) 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 IR to SP zoning for property located at 1414 3rd Avenue North, approximately 100 feet north of Taylor Street (0.95 acres), to permit a mixed use development, all of which is described herein (Proposal No. 2020SP-037-001).

**Sponsors:** OConnell

**Attachments:** [BL2020-569 plans](#)  
[BL2020-569 sketch](#)

**Legislative History**

10/22/20	Planning Commission (7-0)	approved with conditions, disapproved without
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

42. [BL2020-570](#) 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 RS5 to R6-A zoning for property located at 223 Lucile Street (0.16 acres), approximately 200 feet west of Meridian Street, all of which is described herein (Proposal No. 2020Z-107PR-001)

**Sponsors:** Parker

**Attachments:** [BL2020-570 sketch](#)

**Legislative History**

10/22/20	Planning Commission (7-0)	approved with conditions
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

43. [BL2020-571](#) 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 IWD to MUG-NS zoning for property located at 44 Vantage Way, approximately 370 feet east of French Landing Drive (7.83 acres), all of which is described herein (Proposal No. 2020Z-124PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2020-571 sketch](#)

**Legislative History**

10/22/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee



44. [BL2020-572](#) 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 cancelling a portion of a Planned Unit Development Overlay District for property located at 451 Elysian Fields Road, approximately 650 feet west of Nolensville Pike, zoned OR20 and within the Nolensville Pike Corridor Design Overlay District (1.63 acres), all of which is described herein (Proposal No. 75-83P-005).

**Sponsors:** Johnston

**Attachments:** [BL2020-572 sketch](#)

**Legislative History**

10/22/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

45. [BL2020-574](#) 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 zoning for property located at 1310 Cardinal Avenue, approximately 360 feet east of Kennedy Avenue (0.23 acres), all of which is described herein (Proposal No. 2020Z-132PR-001).

**Sponsors:** Benedict

**Attachments:** [BL2020-574 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

46. [BL2020-575](#) 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 applying a Historic Landmark Overlay District to property located at 161 Rosa L Parks Boulevard, approximately 130 feet north of Commerce Street, zoned DTC (0.28 acres), all of which is described herein (Proposal No. 2020HL-008-001).

**Sponsors:** OConnell

**Attachments:** [BL2020-575 sketch](#)

**Legislative History**

11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/10/20	Planning Commission (9-0)	approved
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

47. [BL2020-576](#) 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 IR to SP zoning for property located at 111 N 1st Street, at the northeast corner of James Robertson Parkway and N 1st Street (16.72 acres), to permit a mixed use development, all of which is described herein (Proposal No. 2020SP-047-001).

**Sponsors:** Parker

**Attachments:** [BL2020-576 plans](#)  
[BL2020-576 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved with conditions, disapproved without
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

48. [BL2020-577](#) 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 R8 to IWD zoning for property located at 437 Haynie Avenue, approximately 1,190 feet west of Brick Church Pike (0.19 acres), all of which is described herein (Proposal No. 2020Z-133PR-001).

**Sponsors:** Toombs

**Attachments:** [BL2020-577 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

49. [BL2020-579](#) 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 SP to MUL zoning for a portion of property located at 5400 Mt. View Road, approximately 380 feet east Crossings Boulevard (2.96 acres), all of which is described herein (Proposal No. 2020Z-043PR-001).

**Sponsors:** Styles

**Attachments:** [BL2020-579 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

50. [BL2020-580](#) 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 CS to RM20-A zoning for properties located at 1176 and 1180 Dickerson Pike, approximately 640 feet southwest of Robert Cartwright Drive (0.72 acres), all of which is described herein (Proposal No. 2020Z-130PR-001).

**Sponsors:** Young

**Attachments:** [BL2020-580 sketch](#)

**Legislative History**

11/12/20	Planning Commission (7-0)	approved
11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	passed on first reading
12/11/20	Metropolitan Council	advertised
1/5/21	Metropolitan Council	public hearing set
1/5/21	Metropolitan Council	passed on second reading
1/12/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

51. [BL2020-583](#) An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).

**Sponsors:** Taylor, Suara, Murphy and Welsch

**Attachments:** [BL2020-583 Legislative Packet](#)

**Legislative History**

11/13/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Affordable Housing Committee	approved
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Metropolitan Council	passed on second reading

52. [BL2020-584](#) An ordinance approving amendment one to a contract by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Tourism and Convention Commission, and the Nashville Convention & Visitors Bureau, to provide tourism and convention sales and marketing services.

**Sponsors:** Toombs, Welsch, Hurt, VanReece and Styles

**Attachments:** [BL2020-584 Exhibit](#)

**Legislative History**

12/15/20	Metropolitan Council	passed on first reading
1/4/21	Budget and Finance Committee	approved
1/5/21	Convention, Tourism, and Public Entertainment Committee	approved
1/5/21	Metropolitan Council	passed on second reading

- 53.** [BL2020-585](#) An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Pet Community Center, for office space at the real property located at 943-B Dr. Richard G Adams Drive, Nashville, Tennessee (Map/Parcel 07205016100). (Proposal No. 2020M-025AG-001).

**Sponsors:** Parker, Toombs and Murphy

**Attachments:** [BL2020-585 Exhibit](#)

**Legislative History**

11/13/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Budget and Finance Committee	approved
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Metropolitan Council	passed on second reading

- 54.** [BL2020-587](#) An Ordinance amending Substitute Ordinance No. BL2019-1653 to amend the requirement that a flag of the Metropolitan Government of Nashville and Davidson County be presented to the family of a current or former elected Metropolitan official, including a current or former member of the Metropolitan County Council, upon the official's death.

**Sponsors:** Allen and Nash

**Attachments:** [BL2020-587 Amendment](#)

**Legislative History**

12/8/20	Metropolitan Council	filed
12/15/20	Metropolitan Council	passed on first reading
1/5/21	Rules, Confirmations, and Public Elections Committee	approved with an amendment
1/5/21	Metropolitan Council	amended
1/5/21	Metropolitan Council	passed on second reading as amended

55. [BL2020-588](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water and sanitary sewer mains, sanitary sewer manholes and easements, to replace one fire hydrant assembly, and to accept new water and sanitary sewer mains, sanitary sewer manholes and easements, for eight properties located on South 5th Street, South 6th Street, Davidson Street, and Crutcher Street, also known as the Cayce Utility Phase 1A Development (MWS Project Nos. 20-WL-50 and 20-SL-94 and Proposal No. 2020M-100ES-001).

**Sponsors:** Withers, Murphy and Nash

**Attachments:** [BL2020-588 Exhibit 1](#)  
[BL2020-588 Exhibit 2](#)

**Legislative History**

11/19/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Public Works Committee	approved
1/5/21	Metropolitan Council	passed on second reading

56. [BL2020-589](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5 (MWS Project Nos. 20-WL-40 and 20-SL-75 and Proposal No. 2020M-101ES-001).

**Sponsors:** Rutherford, Murphy and Nash

**Attachments:** [BL2020-589 Exhibit](#)

**Legislative History**

11/19/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Public Works Committee	approved
1/5/21	Metropolitan Council	passed on second reading

57. [BL2020-590](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for property located at 926 West Trinity Lane, also known as City View Estates (MWS Project Nos. 18-SL-263 and 18-WL-209 and Proposal No. 2020M-102ES-001).

**Sponsors:** Toombs, Murphy and Nash

**Attachments:** [BL2020-590 Exhibit](#)

**Legislative History**

11/19/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Public Works Committee	approved
1/5/21	Metropolitan Council	passed on second reading

58. [BL2020-591](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer main, a sanitary sewer manhole and easements, for property located at 7262 Centennial Place (MWS Project No. 20-SL-271 and Proposal No. 2020M-103ES-001).

**Sponsors:** Roberts, Murphy and Nash

**Attachments:** [BL2020-591 Exhibit](#)

**Legislative History**

11/19/20	Planning Commission	approved
12/15/20	Metropolitan Council	passed on first reading
1/4/21	Planning, Zoning, and Historical Committee	approved
1/5/21	Public Works Committee	approved
1/5/21	Metropolitan Council	passed on second reading

**K. Adjournment**

*Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615-862-6770.*





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-001, **Version:** 1

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Arts Commission

Appointment of Mr. David Jon Walker for a term expiring January 1, 2025.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** 21-002, **Version:** 1

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Community Corrections Advisory Board

Appointment of Mr. John Buntin for a term expiring August 31, 2023.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-716, Version: 1**

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A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of April McQueen against the Metropolitan Government of Nashville and Davidson County in the amount of \$80,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on October 4, 2017, April McQueen was working as a nurse in the medical clinic at the Davidson County Sheriff's Office Hill Detention Center. Ms. McQueen was assaulted by an inmate who was able to leave his pod and enter the medical unit after the electronic slider door securing his pod was opened by mistake. Ms. McQueen sustained personal injuries and medical expenses as a result of the assault; and,

WHEREAS, after investigation, the Metropolitan Department of Law believes that the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that any and all claims or causes of action brought or that could have been brought by April McQueen related to the events detailed above, be compromised and settled for \$80,000.00, and that this amount be paid from the Self-Insured Liability Fund.

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

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the personal injury claim of April McQueen for the sum of \$80,000.00, with said amount to be paid from the Self-Insured Liability Fund.

Section 2: This resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution settles the personal injury claim of April McQueen against the Metropolitan Government for the amount of \$80,000 to be paid from the self-insured liability fund. On October 4, 2017, Ms. McQueen was a staff nurse in the medical clinic at the Davidson County Sheriff's Office (DCSO) Hill Detention Center. An inmate who was being detained on misdemeanor and felony assault charges was able to leave his inmate pod which was mistakenly opened by a correctional officer. The inmate was able to walk into the medical unit where Ms. McQueen worked, passing multiple security cameras and through multiple doors which should have been secured. The inmate asked Ms. McQueen for pain medication. She refused and asked who had escorted the inmate to the medical clinic. The inmate attacked Ms. McQueen, punching her, knocking her to the ground, and choking her. Correctional officers were able to subdue the inmate.

Ms. McQueen incurred medical bills totaling \$16,368 for injuries related to this incident. She was diagnosed with a facial contusion under her left eye and jaw pain. She later returned for treatment and was diagnosed

with a headache, closed head injury, dizziness and facial contusion and was referred to a neurologist. She was diagnosed with post concussive syndrome. She also required chiropractic adjustment and multiple treatment sessions. She was treated for psychological stress as a result of the assault and was diagnosed with post-traumatic stress disorder.

The Court will likely find that DCSO officers were at fault for failing to maintain proper control of the inmate. The Department of Law recommends settlement of these claims for \$80,000. A court would likely award more than the proposed settlement amount if the case went to trial.

There was no disciplinary action for DCSO employees involved.

*Fiscal Note: This \$80,000 settlement, along with the settlement per Resolution No. RS2021-726, would be the 22nd and 23rd payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,495,369. The fund balance would be \$ after these payments.*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



JOHN COOPER  
MAYOR

ROBERT E. COOPER, JR.  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P O BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

January 8, 2021

Ms. Elizabeth Waites  
Metropolitan Clerk  
205 Metropolitan Courthouse  
Nashville, Tennessee 37201

Re: *April McQueen v. Metropolitan Government of Nashville and Davidson County*  
Litigation No. 16753  
Docket No. 18C2359

Dear Ms. Waites:

In accordance with Rule 18 of the Rules of Procedure of The Metropolitan Government Council, I have reviewed the claim set out above.

It is my opinion that it would be in the best interests of the Metropolitan Government to settle this claim for the amount specified in the attached resolution.

Sincerely,

A handwritten signature in dark ink, appearing to read "RE Cooper Jr.", written over a horizontal line.

Robert E. Cooper, Jr.  
Director of Law

Enclosures



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-717, **Version:** 1

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A Twenty-Ninth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by authorizing the issuance of Electric System Revenue Bonds, 2021 Series A, as requested by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County.

WHEREAS, under authority conferred by Appendix III of the Charter of The Metropolitan Government of Nashville and Davidson County and the laws of the State of Tennessee, the Metropolitan Council adopted Substitute Resolution No. R85-746 on November 5, 1985; and

WHEREAS, the Electric Power Board of The Metropolitan Government of Nashville and Davidson County (i) has determined by resolution duly adopted at its meeting of December 16, 2020 that it is in the best interest of the electric system under its control to issue revenue bonds in an amount not to exceed \$195,000,000, such bonds to be designated as the Electric System Revenue Bonds, 2021 Series A, the proceeds thereof to be used (A) for payment of certain improvements to such electric system, (B) for payment of interest on such 2021 Series A Bonds during the construction period for such improvements and six (6) months thereafter, in such amount, if any, as determined by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County, (C) for making the deposit, if required, into the Debt Service Reserve Account established pursuant to, and in accordance with the provisions of, such Substitute Resolution No. R85-746, as heretofore supplemented and amended, and (D) for payment of the administrative, legal, financing and other expenses incurred in connection with the issuance of such 2021 Series A Bonds, in such amount, if any, as determined by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County; and (ii) requests the Metropolitan Council to authorize the issuance of such bonds pursuant to such Substitute Resolution No. R85-746, as heretofore supplemented and amended.

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

### **AUTHORITY AND DEFINITIONS**

**Supplemental Resolution.** This Twenty-Ninth Supplemental Electric System Revenue Bond Resolution is supplemental to the Electric System Revenue Bond Resolution adopted by the Metropolitan Government on November 5, 1985 (such Electric System Revenue Bond Resolution as heretofore amended is referred to herein as the "Electric System Revenue Bond Resolution").

**Authority for this Twenty-Ninth Supplemental Resolution.** This Twenty-Ninth Supplemental Resolution is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with Article II and Article X of the Electric System Revenue Bond Resolution.

**Definitions.**

Except as provided by this Twenty-Ninth Supplemental Resolution, all terms which are defined in Section 101 of the Electric System Revenue Bond Resolution shall have the same meanings, respectively, in this Twenty-Ninth Supplemental Resolution as such terms are given in said Section 101 of the Electric System Revenue Bond Resolution.

In this Twenty-Ninth Supplemental Resolution:

**2021 Series A Bonds** shall mean the Metropolitan Government's Electric System Revenue Bonds, 2021 Series A, authorized by Article II of this Twenty-Ninth Supplemental Resolution.

**2021 Series A Capital Appreciation Bonds** shall mean those 2021 Series A Bonds, if any, which are designated by the Board, in accordance with the provisions of Section 207(A) of this Twenty-Ninth Supplemental Resolution, to be issued as Capital Appreciation Bonds under the terms of the Electric System Revenue Bond Resolution.

**2021 System Improvements** shall mean those improvements to the System paid by the Board from November 23, 2020 to the date of issuance of the 2021 Series A Bonds and those improvements to the System scheduled to be paid over the three years after the date of issuance of the 2021 Series A Bonds as identified in the Board's proposed capital budgets for fiscal years 2021, 2022 and 2023 and totaling in the aggregate approximately \$386,450,000.

**Director of Finance** shall mean the Director of Finance appointed pursuant to the provisions of the Charter of the Metropolitan Government or, in the absence of such appointment, the person appointed by the Metropolitan Mayor to undertake the duties otherwise performed by the Director of Finance, or his or her designee.

**Metropolitan Mayor** shall mean the person elected and serving in such capacity pursuant to the provisions of the Charter of the Metropolitan Government.

**Tax Certificate** shall have the meaning set forth in Section 212.

**Treasurer** shall mean the Metropolitan Treasurer appointed pursuant to the provisions of the Charter of the Metropolitan Government or, in the absence of such appointment, the person appointed by the Metropolitan Mayor to undertake the duties otherwise performed by the Metropolitan Treasurer, or his or her designee.

**Twenty-Fourth Supplemental Resolution** shall mean Resolution No. RS2011-42 of the Metropolitan Government, entitled "A Twenty-Fourth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by authorizing the issuance of Electric System Revenue Bonds, 2011 Series A, and Electric System Revenue Refunding Bonds, 2011 Series B, and amending Substitute Resolution No. R85-746, as requested by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County," adopted on October 18, 2011, which Twenty-Fourth Supplemental Resolution amended the Electric System Revenue Bond Resolution in certain respects, but effective only after all Bonds Outstanding on the date of adoption thereof shall cease to be Outstanding.

**Twenty-Ninth Supplemental Resolution** shall mean this Twenty-Ninth Supplemental Electric System Revenue Bond Resolution.



## AUTHORIZATION OF 2021 SERIES A Bonds

**Principal Amount, Designation and Series.** Pursuant to the provisions of the Electric System Revenue Bond Resolution, a Series of Bonds entitled to the benefit, protection and security of such provisions is hereby authorized in an aggregate principal amount not exceeding \$195,000,000. Subject to the provisions of Section 207(A)(vi), (a) such Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, "Electric System Revenue Bonds, 2021 Series A," and (b) such Bonds shall be issued and sold as a single Series of Bonds pursuant to the provisions of Section 201 of the Electric System Revenue Bond Resolution.

**Purpose.** The 2021 Series A Bonds are issued primarily for the purpose of providing a portion of the amounts necessary to pay the Cost of Acquisition and Construction of the 2021 System Improvements. Proceeds of the 2021 Series A Bonds may also be used to fund the Debt Service Reserve Account as described in subparagraph (c) of Section 209, may also be used to pay interest on the 2021 Series A Bonds during the construction period for the 2021 System Improvements and six (6) months thereafter as described in subparagraph (d) of Section 209 and may also be used to pay the administrative, legal, financing and other costs and expenses of issuing the 2021 Series A Bonds as described in subparagraph (e) of Section 209.

**Date.** The 2021 Series A Bonds, other than the 2021 Series A Capital Appreciation Bonds, upon original issuance and upon any authentication between the date of original issuance and the first interest payment date, shall be dated the date of original issuance and thereafter shall be dated as provided in Section 301 of the Electric System Revenue Bond Resolution. The 2021 Series A Capital Appreciation Bonds shall each be dated as of the November 15 or May 15 next preceding their respective date of authentication, unless such date of authentication is a November 15 or May 15, in which case such 2021 Series A Capital Appreciation Bonds shall be dated such November 15 or May 15, or unless such 2021 Series A Capital Appreciation Bonds are authenticated prior to the first interest payment date for 2021 Series A Bonds (other than the 2021 Series A Capital Appreciation Bonds), in which case such 2021 Series A Capital Appreciation Bonds shall be dated the respective dates of their original issuance.

**Denomination, Numbers and Letters.** The 2021 Series A Bonds (other than the 2021 Series A Capital Appreciation Bonds) shall each be issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. The 2021 Series A Capital Appreciation Bonds shall each be issued in fully registered form in the amount due at maturity of \$5,000 or any integral multiple thereof. Unless the Metropolitan Government shall otherwise direct, the 2021 Series A Bonds shall each be lettered and numbered as shall be determined by the Fiscal Agent.

**Place and Method of Payment and Paying Agents.** The principal and Redemption Price of the 2021 Series A Bonds, and interest accrued in the case of the 2021 Series A Capital Appreciation Bonds, shall be payable at maturity or upon acceleration upon surrender of such Bonds at the principal corporate trust office of Regions Bank, Nashville, Tennessee, or at such other locations as the Paying Agent shall designate, and such banking institution is hereby appointed as Paying Agent for the 2021 Series A Bonds; provided, however, that any such appointment shall become effective only if such institution shall have delivered to the Metropolitan Government and the Fiscal Agent, on or before the date of initial issuance and delivery of the 2021 Series A Bonds, written acceptance of the office of Paying Agent in substantially the form attached hereto as Exhibit A. The principal of all 2021 Series A Bonds, and interest accrued in the case of the 2021 Series A Capital Appreciation Bonds, shall also be payable in the manner provided above at any other place which may be provided for such payment by the appointment of any other Paying Agent or Paying Agents as permitted by the Electric System Revenue Bond Resolution. The interest on the 2021 Series A Bonds (other than that accruing on 2021 Series A Capital Appreciation Bonds) shall be payable by check or draft of the Fiscal Agent, as Paying Agent, mailed on the interest payment date to the registered Holders of record on the first day of the calendar month in which such interest payment date shall occur at the addresses shown on the registration books of the Metropolitan Government kept for that purpose at the principal corporate trust office of the Fiscal Agent, as Bond Registrar.

**Reserve Fund.** The Debt Service Reserve Requirement applicable to the 2021 Series A Bonds from and after the effective date of the amendments made to the Electric System Revenue Bond Resolution pursuant to Article IV of the Twenty-Fourth Supplemental Resolution shall be determined by the Board pursuant to Section 207(B) below. In connection with such determination, the following provisions shall apply:

If any excess funds are to be disbursed or transferred from the Debt Service Reserve Account pursuant to subsection 2 of

Section 508 of the Electric System Revenue Bond Resolution, then notwithstanding the provisions of subsection 2 of Section 508 of the Electric System Revenue Bond Resolution, such funds shall be disbursed by the Fiscal Agent as directed in writing by an Authorized Board Representative provided there is also delivered to the Fiscal Agent with such written direction an Opinion of Counsel to the effect that the proposed disbursement and use of such funds is permitted under applicable law and will not cause interest on the 2021 Series A Bonds to be included in gross income of the owners thereof for federal income tax purposes.

If at any time after the effective date of the amendments made to the Electric System Revenue Bond Resolution pursuant to Article IV of the Twenty-Fourth Supplemental Resolution the Metropolitan Government is required to fund the Debt Service Reserve Account with respect to the 2021 Series A Bonds, or to increase the amount in the Debt Service Reserve Account with respect to the 2021 Series A Bonds, due to an increase in the Debt Service Reserve Requirement for the 2021 Series A Bonds, then notwithstanding the provisions of Section 505 of the Electric System Revenue Bond Resolution, such amount may be funded in up to twelve (12) substantially equal consecutive monthly deposits commencing not later than the month following the receipt of audited financial statements for the Electric System for the preceding Fiscal Year establishing the requirement to fund, or to increase the amount of, the Debt Service Reserve Account with respect to the 2021 Series A Bonds.

**Delegation to the Board.** (2) There is hereby delegated to the Board, subject to the limitations contained in the Electric System Revenue Bond Resolution, the power with respect to the 2021 Series A Bonds to determine the following: the principal amount of 2021 Series A Bonds to be issued, provided that the principal amount of 2021 Series A Bonds to be issued shall not exceed the amount set forth in Section 201 of this Twenty-Ninth Supplemental Resolution;

the maturity date or dates and the principal amount of each maturity of the 2021 Series A Bonds, provided that the first maturity date shall be a date on or after May 15, 2021, and the last maturity date shall be a date not later than May 15, 2046

the interest rate or rates for each maturity of the 2021 Series A Bonds, provided that the interest rate for each maturity of the 2021 Series A Bonds shall not exceed the maximum lawful rate;

which, if any, of the 2021 Series A Bonds shall be issued as Capital Appreciation Bonds, and all matters pertaining thereto;

which, if any, of the 2021 Series A Bonds shall be insured by a bond insurance policy issued by a bond insurance company, and all matters pertaining thereto;

which, if any, of the 2021 Series A Bonds shall be issued with the intention that the interest thereon shall be included in the gross income of the owners thereof for federal income tax purposes, and all matters pertaining thereto, including, if deemed appropriate by the Board, the designation of the tax-exempt 2021 Series A Bonds as "Electric System Revenue Bonds, 2021 Series A-1," and the designation of the federally taxable 2021 Series A Bonds as "Electric System Revenue Bonds, 2021 Series A-2 (Federally Taxable)";

the optional redemption provisions, if any, applicable to the 2021 Series A Bonds, including without limitation the Redemption Prices and dates of redemption applicable thereto;

the amount of interest on the 2021 Series A Bonds during the period of acquisition and construction of the 2021 System Improvements and for six (6) months thereafter, if any, which shall be payable from the proceeds of the 2021 Series A

Bonds;

the amount of proceeds of the 2021 Series A Bonds, if any, to be used to pay the administrative, legal, financing and other costs and expenses incurred in connection with the issuance of the 2021 Series A Bonds; and

the terms of the sale of the 2021 Series A Bonds, to be set forth in a purchase contract for the sale and purchase of the 2021 Series A Bonds to be executed by the Metropolitan Mayor in accordance with Section 302(A), provided such purchase contract shall be in substantially the form attached hereto as Exhibit B.

There is hereby delegated to the Board, as contemplated in subparagraph (4) of Section 402 of the Twenty-Fourth Supplemental Resolution, the power to determine the Debt Service Reserve Requirement for the 2021 Series A Bonds from and after the effective date of the amendments made to the Electric System Revenue Bond Resolution pursuant to Article IV of such Twenty-Fourth Supplemental Resolution.

To evidence the determinations made by the Board as contemplated in this Section 207, the Authorized Board Representative shall deliver to the Fiscal Agent on or before the date of issuance of the 2021 Series A Bonds written certification of such determinations, specifying all determinations which have been made, which may consist of a certified copy of a resolution adopted by the Board, and, if applicable, such written certification shall set forth such terms and provisions as are required by any bond insurer in connection with the issuance of a bond insurance policy for the 2021 Series A Bonds or any portion thereof.

**Authentication and Delivery of the 2021 Series A Bonds.** The Fiscal Agent shall authenticate and deliver the 2021 Series A Bonds to the purchasers thereof if, and only if, the terms and conditions set forth in Section 202 of the Electric System Revenue Bond Resolution shall be satisfied.

**Application of Proceeds of 2021 Series A Bonds.** The proceeds of the 2021 Series A Bonds shall be applied simultaneously with the delivery of such 2021 Series A Bonds, as follows:

There shall be deposited in the Debt Service Reserve Account in the Debt Service Fund the amount, if any, required to cause the amount on deposit therein to equal the Debt Service Reserve Requirement;

There shall be deposited in the Construction Fund for application to the payment of interest to accrue on the 2021 Series A Bonds during the construction period for the 2021 System Improvements and six (6) months thereafter the amount of such interest, if any, to be paid from the proceeds of the 2021 Series A Bonds as determined by the Board;

There shall be paid over to the Board to pay the administrative, legal, financing and other costs and expenses incurred in connection with the issuance of the 2021 Series A Bonds the amount of such costs and expenses, if any, to be paid from the proceeds of the 2021 Series A Bonds as determined by the Board; and

The balance shall be deposited in the Construction Fund for application to payment of the Cost of Acquisition and Construction of the 2021 System Improvements.

**Form of 2021 Series A Bonds and Fiscal Agent's Certificate of Authentication.** (A) Subject to the provisions of the Electric System Revenue Bond Resolution, the form of the 2021 Series A Bonds and the Fiscal Agent's certificate of authentication thereon for each shall be of substantially the following tenor with such variations, omissions and insertions as are required or permitted by the Electric System Revenue Bond Resolution:

**[FORM OF 2021 SERIES A Bonds]**

UNITED STATES OF AMERICA

STATE OF TENNESSEE

THE METROPOLITAN GOVERNMENT

OF NASHVILLE AND DAVIDSON COUNTY

ELECTRIC SYSTEM REVENUE BOND, 2021 Series [A][A-1][A-2 (Federally Taxable)]

No. R-

<u>[Interest Rate]</u>	<u>Maturity Date</u>	<u>[Original Issue Date]</u>	<u>Dated Date</u>	<u>CUSIP</u>
<u>[Approximate Yield to Maturity]</u>				

Registered Owner:

Principal Amount: \$\_\_\_\_\_ [\$\_\_\_\_\_ per \$5,000 Amount Due at Maturity]

[Amount Due at Maturity: \$\_\_\_\_\_]

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Metropolitan Government"), a public body, corporate and politic of the State of Tennessee, acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or registered assigns in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the principal corporate trust office of Regions Bank, Nashville, Tennessee (such bank and any successors thereto being herein called the "Paying Agent"), or at such other locations as the Paying Agent shall designate, [the Principal Amount stated hereon and to pay on November 15 and May 15 in each year, commencing May 15, 2021, until the Metropolitan Government's obligation with respect to the payment of such Principal Amount shall be discharged to the Registered Owner hereof, interest on such Principal Amount at the Interest Rate per annum stated hereon from the Dated Date hereof by check or draft of the Fiscal Agent hereinafter mentioned mailed on the interest payment date to the Registered Owner hereof who shall appear as of the first day of the calendar month in which such interest payment date shall occur on the registration books of the Metropolitan Government maintained by the Fiscal Agent, as Bond Registrar.] [the Amount Due at Maturity stated hereon, constituting the Principal Amount stated hereon and interest thereon from the Original Issue Date stated hereon, compounded on each November 15 and May 15 during the period from the Original Issue Date to the Maturity Date, such interest being the difference between the Amount Due at Maturity stated hereon and the Principal Amount stated hereon. The "Accreted Value" of this bond shall mean, as of any date of computation, an amount equal to the Principal Amount hereof plus the interest accrued thereon to the

November 15 or May 15 next preceding the date of computation or the date of computation if a November 15 or May 15, plus, if such date of computation shall not be a November 15 or May 15, a portion of the difference between the Accreted Value as of the immediately preceding November 15 or May 15 (or the Original Issue Date if the date of computation is prior to May 15, 2021) and the Accreted Value as of the immediately succeeding November 15 or May 15, calculated based upon an assumption that Accreted Value accrues during any semi-annual period in equal daily amounts on the basis of a year of twelve 30-day months. The Accreted Value per \$5,000 Amount Due at Maturity of this bond on each November 15 and May 15 is set forth in a table attached hereto. This bond, if redeemed or otherwise paid prior to the Maturity Date, shall be paid in an amount equal to the then current Accreted Value plus any applicable premium.]

This bond is one of a duly authorized series of bonds of the Metropolitan Government designated "Electric System Revenue Bonds, 2021 Series [A][A-1][A-2 (Federally Taxable)]" (herein called the "2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds"), in the aggregate principal amount of [\$\_\_\_\_\_], issued under and in full compliance with the Constitution and statutes of the State of Tennessee, including, without limitation, the Revenue Bond Law (Tennessee Code Annotated Sections 7-34-101 through 7-34-118 et seq.), as amended and supplemented (herein called the "Act"), and under and pursuant to the Charter of the Metropolitan Government, which was approved by referendum on June 28, 1962, and a resolution adopted by the Metropolitan Government on November 5, 1985, entitled "Electric System Revenue Bond Resolution", as amended and supplemented (said Resolution as heretofore and hereinafter amended and as supplemented for the issuance of the 2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds being herein called the "Resolution").

As provided in the Resolution, the 2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds, and all other bonds issued under the Resolution on a parity with the 2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds (herein collectively called the "bonds") are special obligations of the Metropolitan Government payable solely from and secured as to payment of the principal and redemption price thereof, and interest thereon, in accordance with their terms and the provisions of the Resolution solely by the Pledged Funds (as defined in the Resolution). Pledged Funds under the Resolution includes the Net Revenues (as defined in the Resolution), and all funds and accounts established under the Resolution (other than the Rate Stabilization Account), including securities held in any such funds and accounts thereunder, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, together with all proceeds and revenues of the foregoing and all of the Metropolitan Government's and the Electric Power Board of the Metropolitan Government's right, title and interest in and to the foregoing and all other moneys, securities or funds pledged for the payment of the principal or redemption price of, and interest on, the bonds in accordance with the terms and provisions of the Resolution. Copies of the Resolution are on file at the office of the Metropolitan Government and at the principal corporate trust office of Regions Bank, Nashville, Tennessee, as Fiscal Agent under the Resolution, or its successor (herein called the "Fiscal Agent"), and reference is hereby made to the Act and to the Resolution and any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the holders of the bonds with respect thereto, the terms and conditions upon which the bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security under the Resolution and for the other terms and provisions thereof. All covenants, agreements and obligations of the Metropolitan Government under the Resolution may be discharged and satisfied at or prior to the maturity or redemption of this bond if moneys or certain

specified securities shall have been deposited with the Fiscal Agent.

Resolution No. RS2011-42 adopted on October 18, 2011 ("Resolution No. RS2011-42") provided for certain amendments to the Resolution which [become] [became] effective only after all bonds outstanding on the date of the adoption of Resolution No. RS2011-42 [are] [were] paid or defeased. For a complete description of such amendments [and the effective date thereof] [which became effective on \_\_\_\_\_], reference is hereby made to Resolution No. RS2011-42.

As provided in the Resolution, bonds may be issued from time to time pursuant to supplemental resolutions in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Resolution provided. The aggregate principal amount of bonds which may be issued under the Resolution is not limited, and all bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution, or any resolution amendatory thereof or supplemental thereto, may be modified or amended by the Metropolitan Government, with the written consent of the holders of at least a majority in principal amount of the bonds outstanding under the Resolution at the time such consent is given, and, in case less than all of the several series of bonds then outstanding are affected thereby, with such consent of at least a majority in principal amount of the bonds of each series so affected and outstanding; provided, however, that, if such modification or amendment will, by its terms, not take effect so long as any bonds of any specified like series and maturity remain outstanding under the Resolution, the consent of the holders of such bonds shall not be required and such bonds shall not be deemed to be outstanding for the purpose of the calculation of outstanding bonds. No such modification or amendment shall permit a change in the terms of redemption (including sinking fund installments) or maturity of the principal of any outstanding bond or of any installment of interest thereon or a reduction in the principal amount or redemption price thereof or in the rate of interest thereon without the consent of the holder of such bond, or shall reduce the percentages or otherwise affect the classes of bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of the Fiscal Agent or of any Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Resolution, only upon the registration books of the Metropolitan Government kept for that purpose at the above mentioned office of the Fiscal Agent, as Bond Registrar, by the Registered Owner hereof in person, or by such Registered Owner's attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or such Registered Owner's duly authorized attorney, and thereupon, and upon payment of the charges prescribed in the Resolution, a new fully registered bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution. The Metropolitan Government, the Fiscal Agent and any Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

[This bond shall not be subject to optional redemption prior to maturity.] [This bond shall be subject to redemption prior to maturity, at the election of the Metropolitan Government, on the direction of the Electric Power Board of the Metropolitan Government, upon mailed notice as provided in Article IV of the Resolution, as a whole or in part (and if in part the particular maturities to be selected by the Metropolitan Government), at any time, on or after May 15, \_\_\_\_, at

the Redemption Price (expressed as a percentage of the principal amount of this bond or portion thereof to be redeemed) set forth below, together with accrued interest to the redemption date:

<u>Redemption Period</u> (dates inclusive)	<u>Redemption Price</u>
May 15, ____ to May 14, ____	____%
May 15, ____ to May 14, ____	____%
May 15, ____ to May 14, ____	____%
May 15, ____ and thereafter	100%

[Sinking Fund Installments (as defined in the Resolution) have been established for this bond. Such installments shall become due on May 15 of each of the years set forth in the following table in the respective principal amounts set forth opposite such years in said table:

<u>Year</u>	<u>Principal Amount</u>
____	\$ ____
____ (maturity)	\$ ____]

The principal of and interest on the 2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds are payable solely from the Pledged Funds, and the bonds, including the 2021 Series [A][A-1][A-2 (Federally Taxable)] Bonds, shall not constitute a debt of the Metropolitan Government within the meaning of any statutory limitation. Neither the State of Tennessee nor any political subdivision thereof shall be liable on the bonds, and the bonds shall not constitute a debt or liability of the State of Tennessee or of any such political subdivision.

Section 67-5-205 of the Tennessee Code Annotated, as amended, provides that neither the principal nor the interest of any bonds or notes issued by any incorporated town or city, or any agency thereof, shall be taxed by the State of Tennessee or by any county or municipality of said State. Other provisions of said Tennessee Code Annotated indicate, however, that such exemption from taxation may not be available with respect to certain taxes including franchise and excise taxes.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond, exist, have happened and have been performed and that the series of bonds of which this is one, together with all other indebtedness of the Metropolitan Government, complies in all respects with the applicable laws of the State of Tennessee, including, particularly, the Act.

This bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Fiscal Agent of the Fiscal Agent's Certificate of Authentication hereon.

IN WITNESS WHEREOF, THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Metropolitan Mayor and countersigned by the manual or facsimile signature of its Metropolitan Treasurer, and its corporate seal to be impressed, imprinted, engraved or otherwise reproduced hereon, and attested by the manual or facsimile signature of its Metropolitan Clerk, all as of the Dated Date hereof.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COU

By:

\_\_\_\_\_  
Metropolitan Mayor of The M

Attest:

Countersigned:

\_\_\_\_\_  
Metropolitan Treasurer of Th  
County

\_\_\_\_\_  
Metropolitan C  
Metropolitan C  
Nashville and I

(SEAL)

**[TO BE ATTACHED TO 2021 SERIES A CAPITAL APPRECIATION BONDS ONLY]**

**ACCREDITED VALUE PER \$5,000 AMOUNT DUE AT MATURITY**

The Accreted Value per \$5,000 Amount Due at Maturity of each 2021 Series [A][A-1][A-2 (Federally Taxable)] Bond maturing on May 15, \_\_\_\_ on each November 15 and May 15 shall be as follows:

<u>Date</u>	<u>Accreted Value</u>	<u>Date</u>	<u>Accreted Value</u>
May 15, ____	\$ _____	May 15, ____	\$ _____
November 15, ____	\$ _____	November 15, ____	\$ _____

**[FORM OF CERTIFICATE OF AUTHENTICATION ON**

**ALL 2021 SERIES A Bonds]**

**FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION**

This bond is one of the bonds delivered pursuant to the within-mentioned Resolution.

Regions Bank, as Fiscal Agent



By:

\_\_\_\_\_  
Authorized Officer

**[FORM OF ASSIGNMENT FOR ALL 2021 SERIES A Bonds]**

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED the undersigned sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated:

In the presence of:

\_\_\_\_\_  
NOTICE. The signature of this assignment must correspond with the name as written upon the face of the bond in every particular without alteration or enlargement or any change whatsoever.

(B) In the event that a securities depository is no longer serving pursuant to Section 211 below and the Metropolitan Government issues Bond certificates as provided in Section 211(C)(3), a portion of each Bond form may be printed on the front side thereof and the remaining portion may be printed on the reverse side thereof, as determined by the Metropolitan Government, provided that the following paragraph shall be on the front side thereof:

The terms and provisions of this bond and definitions of certain terms used herein may be continued on the reverse side of this bond and such continued terms and provisions and definitions shall for all purposes have the same effect as though fully set forth on the front of this bond.

**Depository Trust Company Registration of 2021 Series A Bonds.** (3) As per the direction of the initial purchasers of the 2021 Series A Bonds, The Depository Trust Company ("DTC"), New York, New York, shall serve, subject to this Section 211, as securities depository for the 2021 Series A Bonds, and the ownership of one fully registered Bond for each maturity of the 2021 Series A Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of DTC.

The 2021 Series A Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of each said Series. With respect to 2021 Series A Bonds so registered in the name of Cede, the Metropolitan Government, the Fiscal Agent and the Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of such Bonds. Without limiting the immediately preceding sentence, the Metropolitan Government, the Fiscal Agent and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the 2021 Series A Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to such Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, such Bonds. The Metropolitan Government, the Fiscal Agent and the Paying Agent may treat DTC as, and deem DTC to be, the absolute owner of each 2021 Series A Bond for all purposes whatsoever, including (but not limited to) (i) payment of the principal or Redemption Price of, and interest on, each such Bond, (ii) giving notices of redemption and other matters with respect to such Bonds and (iii) registering transfers with respect to such Bonds. The Paying Agent shall pay the principal or Redemption Price of, and interest on, all 2021 Series A Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Metropolitan Government's obligations with respect to such principal or Redemption Price, and interest, to the extent of the sum or sums so paid. No person other than DTC shall receive a 2021 Series A Bond evidencing the obligation of the Metropolitan Government to make payments of principal or Redemption Price of, and interest on, such Bond pursuant to the Electric System Revenue Bond Resolution. Upon delivery by DTC to the Fiscal Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions hereof, the word "Cede" in this Twenty-Ninth Supplemental Resolution shall refer to such new nominee of DTC.

- (1) DTC may determine to discontinue providing its services with respect to the 2021 Series A Bonds at any time by giving written notice to the Metropolitan Government, the Fiscal Agent and the Paying Agent and discharging its responsibilities with respect thereto under applicable law.
- (2) The Metropolitan Government, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the 2021 Series A Bonds if the Metropolitan Government determines that the continuation of the system of book-entry-only transfers through DTC (or a successor securities depository) is not in the best interests of the beneficial owners of such Bonds or is burdensome to the Metropolitan Government.
- (3) Upon the termination of the services of DTC with respect to the 2021 Series A Bonds pursuant to subsection (C) of this Section 211, such 2021 Series A Bonds shall no longer be restricted to being registered in the registration books kept by the Paying Agent in the name of Cede; provided, however, the Metropolitan Government may within ninety (90) days thereafter appoint a substitute securities depository which, in the opinion of the Metropolitan Government, is willing and able to undertake the functions of securities depository under this Twenty-Ninth Supplemental Resolution upon reasonable and customary terms. If no such successor can be found within such period, the 2021 Series A Bonds shall no longer be restricted to being registered in the registration books kept by the Paying Agent in the name of Cede. In the event that the 2021 Series A Bonds shall no longer be restricted to being registered in the registration books kept by the Paying Agent in the name of Cede, (a) the Metropolitan Government shall execute and the Paying Agent shall authenticate Bond certificates as requested by DTC of like principal amount, maturity and interest rate, in authorized denominations, to the identifiable beneficial owners in replacement of such beneficial owner's beneficial ownership interests in such 2021 Series A Bonds, and (b) the Metropolitan Government shall notify the Paying Agent that such 2021

Series A Bonds are no longer restricted to being registered in the registration books kept by the Paying Agent in the name of Cede.

(4) Anything in this Twenty-Ninth Supplemental Resolution to the contrary notwithstanding, payment of the Redemption Price of a 2021 Series A Bond, or portion thereof, called for redemption prior to maturity may be paid to DTC by check mailed to DTC or by wire transfer. Anything in this Twenty-Ninth Supplemental Resolution to the contrary notwithstanding, such Redemption Price may be paid without presentation and surrender to the Paying Agent of the 2021 Series A Bond, or portion thereof, called for redemption; provided, however, that payment of (a) the principal payable at maturity of a 2021 Series A Bond, and interest accrued in the case of 2021 Series A Capital Appreciation Bonds, and (b) the Redemption Price of a 2021 Series A Bond as to which the entire principal amount thereof has been called for redemption shall be payable only upon presentation and surrender of such 2021 Series A Bond to the Paying Agent; and provided, further, that no such redemption price shall be so payable without presentation and surrender unless such 2021 Series A Bond shall contain or have endorsed thereon a legend to the following effect:

"AS PROVIDED IN THE RESOLUTION REFERRED TO HEREIN, UNTIL THE TERMINATION OF THE SYSTEM OF BOOK-ENTRY-ONLY TRANSFERS THROUGH THE DEPOSITORY TRUST COMPANY (TOGETHER WITH ANY SUCCESSOR SECURITIES DEPOSITORY APPOINTED PURSUANT TO THE TWENTY-NINTH SUPPLEMENTAL RESOLUTION, "DTC"), AND NOTWITHSTANDING ANY OTHER PROVISION OF THE RESOLUTION TO THE CONTRARY, A PORTION OF THE PRINCIPAL AMOUNT OF THIS BOND MAY BE PAID OR REDEEMED WITHOUT SURRENDER HEREOF TO THE PAYING AGENT. DTC OR A NOMINEE, TRANSFEREE OR ASSIGNEE OF DTC AS OWNER OF THIS BOND MAY NOT RELY UPON THE PRINCIPAL AMOUNT INDICATED HEREON AS THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID. THE PRINCIPAL AMOUNT HEREOF OUTSTANDING AND UNPAID SHALL FOR ALL PURPOSES BE THE AMOUNT DETERMINED IN THE MANNER PROVIDED IN THE RESOLUTION.

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED OFFICER OF DTC (A) TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER OR EXCHANGE OR (B) TO THE PAYING AGENT FOR PAYMENT OF PRINCIPAL, AND ANY BOND ISSUED IN REPLACEMENT THEREOF OR SUBSTITUTION THEREFOR IS REGISTERED IN THE NAME OF DTC OR ITS NOMINEE CEDE & CO., OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC AND ANY PAYMENT IS MADE TO DTC, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, DTC OR ITS NOMINEE, CEDE & CO., HAS AN INTEREST HEREIN."

Anything in this Twenty-Ninth Supplemental Resolution to the contrary notwithstanding, upon any such payment to DTC without presentation and surrender, for all purposes of (i) the 2021 Series A Bond as to which such payment has been made and (ii) this Twenty-Ninth Supplemental Resolution, the unpaid principal amount of such 2021 Series A Bond Outstanding shall automatically be reduced by the principal amount so paid. In such event, the Paying Agent shall note the particular 2021 Series A Bond as to which such payment has been made, and the principal amount of such 2021 Series A Bond so paid, on the registration books of the Metropolitan Government maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such 2021 Series A Bond Outstanding as provided in this subsection.

(5) For all purposes of the Electric System Revenue Bond Resolution authorizing or permitting the purchase of 2021 Series A Bonds by, or for the account of, the Metropolitan Government for cancellation, and anything in the Electric System Revenue Bond Resolution to the contrary notwithstanding, a portion of a 2021 Series A Bond may be deemed to have been purchased and cancelled without surrender thereof upon delivery to the Paying Agent of a certificate

executed by the Metropolitan Government and a participant of DTC therefor, agreed to and accepted by DTC in writing, to the effect that a beneficial ownership interest in such 2021 Series A Bond, in the principal amount stated therein, has been purchased by, or for the account of, the Metropolitan Government through the participant of DTC executing such certificate; provided, however, that any purchase for cancellation of the entire principal amount of a 2021 Series A Bond shall be effective for purposes of the Electric System Revenue Bond Resolution only upon surrender of such 2021 Series A Bond to the Paying Agent; and provided, further, that no portion of a 2021 Series A Bond may be deemed to have been so purchased and cancelled without surrender thereof unless such 2021 Series A Bond shall contain or have endorsed thereon the legend referred to in subsection (C)(4) above. Anything in the Electric System Revenue Bond Resolution to the contrary notwithstanding, upon delivery of any such certificate to the Paying Agent, for all purposes of (i) the 2021 Series A Bond to which such certificate relates and (ii) the Electric System Revenue Bond Resolution, the unpaid principal amount of such 2021 Series A Bond Outstanding shall automatically be reduced by the principal amount so purchased. In such event, the Paying Agent shall note such reduction on the registration books of the Metropolitan Government maintained by it, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such 2021 Series A Bond Outstanding as provided in this subsection.

(6) Anything in the Electric System Revenue Bond Resolution to the contrary notwithstanding, DTC may make a notation on a 2021 Series A Bond (i) redeemed in part or (ii) purchased by, or for the account of, the Metropolitan Government in part for cancellation, to reflect, for informational purposes only, the date of such redemption or purchase and the principal amount thereof redeemed or cancelled, but failure to make any such notation shall not affect the automatic reduction of the principal amount of such 2021 Series A Bond Outstanding as provided in subsection (C) (4) or (C)(5) of this Section 211, as the case may be.

**Tax Covenant.** The Metropolitan Government hereby covenants and agrees with the Holders of the 2021 Series A Bonds (other than those 2021 Series A Bonds, if any, issued with the intention that the interest thereon shall be included the gross income of the owners thereof for federal income tax purposes as determined pursuant to Section 207(A)(vi)) to do the following:

The Metropolitan Government shall comply with each applicable requirement of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to maintain the exclusion of interest on the 2021 Series A Bonds from gross income for federal income tax purposes. In furtherance of the covenant contained in the preceding sentence, the Metropolitan Government agrees to comply with the provisions of the Tax and Arbitrage Certificate (the "Tax Certificate") to be prepared by Bond Counsel for the 2021 Series A Bonds and to be executed by the Metropolitan Government on the date of the initial issuance and delivery of the 2021 Series A Bonds, as such Tax Certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code, and the Metropolitan Mayor, the Treasurer of the Metropolitan Government and the Director of Finance of the Metropolitan Government, any one of whom may act alone, are hereby authorized and directed to execute and deliver the Tax Certificate on behalf of and in the name of the Metropolitan Government.

The Metropolitan Government shall make any and all payments required to be made to the United States Department of the Treasury in connection with the 2021 Series A Bonds pursuant to Section 148(f) of the Code from amounts on deposit in the funds and accounts established under the Electric System Revenue Bond Resolution, as heretofore and hereafter amended and supplemented, or otherwise available therefor.

Notwithstanding any provision of the Electric System Revenue Bond Resolution to the contrary, so long as necessary to

maintain the exclusion from gross income of interest on the 2021 Series A Bonds for federal income tax purposes, the covenants contained in this Section shall survive the payment of the 2021 Series A Bonds and the interest thereon, including any payment or defeasance thereof pursuant to Section 1201 of the Electric System Revenue Bond Resolution.

## **APPROVAL OF DOCUMENTS**

**Official Statement.** (A) The Preliminary Official Statement describing the 2021 Series A Bonds, in substantially the form attached hereto and by this reference made a part hereof as Exhibit C, is hereby in all respects approved, and the use of the Preliminary Official Statement in substantially such form, with such changes, corrections, deletions, insertions, variations, additions or omissions as may be approved by the Authorized Board Representative and the Director of Finance, in connection with the offering and sale of the 2021 Series A Bonds is hereby approved, such approval by the Authorized Board Representative and the Director of Finance being conclusively evidenced by the delivery of instructions to so use the Preliminary Official Statement in connection with the offering and sale of the Bonds. After the 2021 Series A Bonds have been sold, the Authorized Board Representative and the Director of Finance shall be authorized to make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this Twenty-Ninth Supplemental Resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(f)(3) of the Securities Exchange Act of 1934, as amended. The Authorized Board Representative shall arrange for the delivery to such underwriters as described therein of a reasonable number of copies of the Official Statement, if requested, within seven (7) business days after the 2021 Series A Bonds have been sold for delivery by such underwriters to each potential investor requesting a copy of the Official Statement.

(B) The Authorized Board Representative and the Director of Finance are authorized to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934, as amended, except for the omission from the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date, except for the omission in the Preliminary Official Statement of such pricing and other information.

**Execution by Metropolitan Government.** (A) The authority to sell the 2021 Series A Bonds is hereby delegated to the Metropolitan Mayor, and, accordingly, the Metropolitan Mayor is hereby authorized and directed to execute, upon proper presentation to the Metropolitan Mayor by the Board, a bond purchase agreement relating to the 2021 Series A Bonds in substantially the form attached hereto as Exhibit B.

(B) The Metropolitan Mayor, the Treasurer of the Metropolitan Government and the Director of Finance of the Metropolitan Government, any one of whom may act alone, are hereby authorized and directed to execute, upon proper presentation to the Metropolitan Mayor, the Treasurer or the Director of Finance, as applicable, by the Board, (i) the final Official Statement as contemplated in Section 301, and (ii) if any of the 2021 Series A Bonds are to be insured as determined by the Board pursuant to Section 207 of this Twenty-Ninth Supplemental Resolution, such certificates and agreements as shall be required by such insurance provider.

**Continuing Disclosure.** The Metropolitan Government hereby delegates to the Board the responsibility to comply with the continuing disclosure requirements with respect to the 2021 Series A Bonds set forth in Rule 15c2-12 of the

Securities Exchange Act of 1934, as amended, and the Continuing Disclosure Agreement describing such continuing disclosure requirements, in the form attached as Appendix F to the Preliminary Official Statement attached hereto as Exhibit C, is hereby in all respects approved.

**Miscellaneous Acts.** The appropriate officers of the Metropolitan Government are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public officers, all such documents, instruments and certifications, in addition to those acts, things, documents, instruments and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Twenty-Ninth Supplemental Resolution, or any of the documents herein authorized and approved, or for the authorization, issuance and delivery by the Metropolitan Government of the 2021 Series A Bonds.

## **MISCELLANEOUS**

**Resolution to Remain in Effect.** Save and except as supplemented by this Twenty-Ninth Supplemental Resolution, the Electric System Revenue Bond Resolution as heretofore supplemented and amended shall remain in full force and effect.

**Effective Date.** This Twenty-Ninth Supplemental Electric System Revenue Bond Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

[signatures on following page]

## Analysis

This resolution approves a supplemental electric system revenue bond resolution in an amount not to exceed \$195,000,000, as approved and recommended by the NES Power Board. Specifically, the bond proceeds will be used to finance improvements to the NES electric power system in accordance with the Board's capital improvement plan, the payment of interest, a deposit into a debt service reserve fund (if required), and the costs of issuance.

This would be the 29<sup>th</sup> supplement to the electric system revenue bond resolution originally adopted in 1985. The Council has adopted supplemental bonds resolution approximately every two years since then to fund capital needs of the electric system. Although the Metropolitan Charter grants NES complete control and authority over the operation of the electric system (Appendix III, Article 42, section 15), NES cannot issue bonds without permission of the Metro Council. (Id., at section 16). These bonds are to be paid solely from NES revenues and will not be an obligation of the general government or be guaranteed by the taxing authority of Metro.

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

**\$ \_\_\_\_\_ Electric System Revenue Bonds, 2021 Series A**

**for the use and benefit of the  
ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY**

**BOND PURCHASE AGREEMENT**

January \_\_, 2021

The Metropolitan Government of Nashville and Davidson County  
Nashville, Tennessee

Electric Power Board of the Metropolitan Government of Nashville and Davidson County  
Nashville, Tennessee

Ladies and Gentlemen:

Raymond James & Associates, Inc. (the “Representative”), on behalf of itself and the other underwriters listed in Appendix I attached hereto (collectively, the “Underwriters”), hereby offers to enter into this Bond Purchase Agreement with The Metropolitan Government of Nashville and Davidson County (the “Issuer”) for the purchase by the Underwriters and the sale by the Issuer of the Issuer’s Electric System Revenue Bonds, 2021 Series A (the “2021 Series A Bonds”) for the use and benefit of the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, doing business as “Nashville Electric Service” (“NES”). This offer is made subject to acceptance thereof by the Issuer prior to 9:00 p.m., prevailing time in Nashville, Tennessee, on the date hereof, and, upon such acceptance, evidenced by the signature of a duly authorized officer of the Issuer and acknowledged by a duly authorized officer of NES in the space provided below, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Issuer, NES and the Underwriters.

The 2021 Series A Bonds will be issued pursuant to the Electric System Revenue Bond Resolution, adopted by the Issuer on November 5, 1985, as heretofore amended and supplemented, including, without limitation, as supplemented by the Twenty-Ninth Supplemental Electric System Revenue Bond Resolution adopted by the Issuer on January 19, 2021, and as may be hereafter amended and supplemented (such Electric System Revenue Bond Resolution, as amended and supplemented, is hereinafter referred to as the “Resolution”). Capitalized terms used herein and not otherwise defined will have the meanings ascribed thereto in the Resolution.

**A. Purchase Price.**

1. Upon the terms and conditions and upon the basis of the representations and warranties herein set forth, the Underwriters hereby agree to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriters, all (but not less than all) of the Issuer's 2021 Series A Bonds, in the original aggregate principal amount of \$ \_\_\_\_\_ at an aggregate purchase price of \$ \_\_\_\_\_ (the “Purchase Price”), representing the aggregate principal amount of the 2021 Series A Bonds, [plus][less] reoffering [premium][discount] of \$ \_\_\_\_\_, less underwriters’ discount of \$ \_\_\_\_\_. The 2021 Series A Bonds shall mature on the dates and shall bear interest commencing on their date of issuance (the “Dated Date”) at the rates and shall be subject to redemption

prior to maturity as set forth in the Official Statement (hereinafter defined) and on Appendix II attached hereto. The 2021 Series A Bonds shall be payable at the times and in the manner, and shall otherwise have the terms and provisions, set forth in the Official Statement.

2. If the Issuer accepts this offer and if the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the 2021 Series A Bonds upon tender thereof by the Issuer at the Closing as herein provided, the parties hereby agree that the damages to the Issuer shall be fixed at one percent (1%) of the aggregate principal amount of the 2021 Series A Bonds, and, upon such failure of the Underwriters to accept and pay for the 2021 Series A Bonds, the Underwriters shall be obligated to pay to the Issuer such amount as and for full liquidated damages for such failure and for any and all defaults hereunder on the part of the Underwriters. Upon such payment, the Underwriters shall be fully released and discharged of all claims, rights and damages for such failure and for any and all such defaults. In no event shall the Issuer be entitled to damages of any nature other than the liquidated damages herein specified.

B. Delivery of and Payment for the 2021 Series A Bonds.

1. At or prior to noon, prevailing time in Nashville, Tennessee on February \_\_, 2021, the date of delivery and payment for the 2021 Series A Bonds (the “Closing Date”), or at such other time or date as shall have been mutually agreed upon by the Issuer and the Representative, the Issuer will deliver or cause to be delivered to the Representative, the 2021 Series A Bonds, qualified for book-entry delivery through The Depository Trust Company (“DTC”) in New York, New York, or at the offices of Regions Bank (the “Paying Agent” and “Registrar”) in Nashville, Tennessee in definitive form, duly executed by officers of the Issuer designated in the Resolution and authenticated by an authorized signatory of the Registrar, together with the other documents hereinafter mentioned; and, subject to the conditions contained herein, the Representative will accept such delivery and pay the Purchase Price by wire transfer of immediately available funds payable to the order of NES.
2. Delivery of the definitive 2021 Series A Bonds shall be made as aforesaid, or at such other location as may be designated by the Representative at least one business day prior to the Closing Date. Payment for the 2021 Series A Bonds shall be made as set forth in Section B.1. hereof. The delivery of the other documents shall be made at the offices of NES or such other location agreed to by the Representative, the Issuer and NES. Such payment and the related delivery is herein called the “Closing.” The 2021 Series A Bonds will be delivered as fully-registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the 2021 Series A Bonds.
3. After execution by the Issuer, the 2021 Series A Bonds shall be held in safe custody by DTC in New York, New York or by DTC through the Registrar and the “FAST Program.” The Issuer shall release or authorize the release of the 2021 Series A Bonds from safe custody at the Closing upon receipt of payment for the 2021 Series A Bonds as aforesaid.

C. Official Statement.

1. The Issuer hereby consents to and confirms the prior use by the Underwriters of the Preliminary Official Statement, dated January \_\_, 2021 (the “Preliminary Official Statement”), delivered to the Underwriters and made available on the Internet at



www.munideals.com on such date, in connection with the public offering of the 2021 Series A Bonds by the Underwriters, and further confirms the authority of the Underwriters to use, and consents to the use of, a final Official Statement (in printed or electronic form) with respect to the 2021 Series A Bonds, to be dated the date hereof, and any amendments or supplements thereto that shall be approved by the Issuer and by NES (as so amended and supplemented, the “Official Statement”) in connection with the public offering, and sale of the 2021 Series A Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement previously furnished to the Representative was “deemed final” by the Issuer as of its date for purposes of Rule 15c2-12 (“Rule 15c2-12”) promulgated by the Securities and Exchange Commission of the United States (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), except for the omission of information as is permitted by Rule 15c2-12.

2. The Issuer shall provide, or cause to be provided, to the Representative within seven business days after the date of this Bond Purchase Agreement and not later than three business days prior to the Closing, whichever comes first, ten (10) executed counterparts of the Official Statement, and an amount of conformed copies of a final Official Statement (or such lesser amount agreed to by the Representative) sufficient to permit the Underwriters to comply with Rule 15c2-12, and other applicable rules of the SEC and the Municipal Securities Rulemaking Board (the “MSRB”). The Issuer shall further cause the Official Statement to be posted on www.munideals.com for the longer of twenty-five (25) days or the End of the Underwriting Period (as defined in Section F hereof).
3. The Issuer hereby authorizes the Representative to file, and the Representative hereby agrees to file, the Official Statement with the MSRB, or its designee.

D. Amendments to Official Statement. The Issuer and NES covenant with the Underwriters to notify the Representative promptly if, during the Update Period (as defined in H.3), any event shall occur that would cause the Official Statement to contain, or information shall come to the attention of the Issuer or NES that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain, any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Representative such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Representative, at the Issuer’s expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the Issuer and NES and approved by the Representative, as the Representative may reasonably request and if such notification shall be given subsequent to the Closing Date, such additional legal opinions, certificates, instruments, and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

E. Public Offering and Issue Price.

1. The Underwriters intend to make an initial public offering of all the 2021 Series A Bonds at a price not in excess of the initial offering price or prices set forth in the Official Statement; provided, however, that the Underwriters may change such initial offering price or prices as they deem necessary in connection with the offering of the 2021 Series A Bonds without any requirement of prior notice, and may offer and sell the 2021 Series A Bonds to certain institutions (including dealers depositing the 2021 Series A Bonds into investment trusts) at prices lower than those stated in the Official Statement. The Underwriters also reserve the right to: (i) over-allot or effect transactions that stabilize or

maintain the market price of any series of the 2021 Series A Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

2. The Representative, on behalf of the Underwriters, agrees to assist the Issuer in establishing the issue price of the 2021 Series A Bonds and shall execute and deliver to the Issuer at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications (if applicable), substantially in the form attached hereto as Appendix III, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2021 Series A Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the 2021 Series A Bonds may be taken on behalf of the Issuer by the Issuer’s municipal advisor and any notice or report to be provided to the Issuer may be provided to the Issuer’s municipal advisor.
3. Except as otherwise set forth in Appendix II attached hereto, the Issuer will treat the first price at which at least 10% of each maturity of the 2021 Series A Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase Agreement, the Representative shall report to the Issuer the price or prices at which the Underwriters have sold to the public each maturity of 2021 Series A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the 2021 Series A Bonds, the Representative agrees to promptly report to the Issuer the prices at which 2021 Series A Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all 2021 Series A Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the 2021 Series A Bonds of that maturity, provided that, the Underwriters’ reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Issuer, or Bond Counsel. For purposes of this Section, if 2021 Series A Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2021 Series A Bonds.
4. The Representative confirms that the Underwriters have offered the 2021 Series A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Appendix II attached hereto, except as otherwise set forth therein. Appendix II also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the 2021 Series A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the 2021 Series A Bonds, the Underwriters will neither offer nor sell unsold 2021 Series A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
  - (i) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
  - (ii) the date on which the Underwriters have sold at least 10% of that maturity of the 2021 Series A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the 2021 Series A Bonds to the public at a price that is no higher than the initial offering price to the public.

5. The Representative confirms that:

- (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the 2021 Series A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(1) to report the prices at which it sells to the public the unsold 2021 Series A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2021 Series A Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the 2021 Series A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, and (2) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(B) to promptly notify the Representative of any sales of 2021 Series A Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2021 Series A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

- (ii) any agreement among underwriters or selling group agreement relating to the initial sale of the 2021 Series A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2021 Series A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2021 Series A Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2021 Series A Bonds of that maturity allocated to it have been sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the 2021 Series A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

6. The Issuer acknowledges that, in making the representations set forth in this section, the Representative will rely on (i) the agreement of each Underwriter to comply with the requirements for establishing issue price of the 2021 Series A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to

the 2021 Series A Bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the 2021 Series A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the 2021 Series A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021 Series A Bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the 2021 Series A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the 2021 Series A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021 Series A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing the issue price of the 2021 Series A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021 Series A Bonds, and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the 2021 Series A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the 2021 Series A Bonds.

7. The Underwriters acknowledge that sales of any 2021 Series A Bonds to any person that is a related party to an underwriter participating in the initial sale of the 2021 Series A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:
  - (i) “public” means any person other than an underwriter or a related party,
  - (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the 2021 Series A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2021 Series A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2021 Series A Bonds to the public),
  - (iii) a purchaser of any of the 2021 Series A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

F. End of Underwriting Period. For purposes of this Bond Purchase Agreement, the “End of the Underwriting Period” shall mean the date on which the “end of the underwriting period” for the 2021 Series A Bonds has occurred under Rule 15c2-12. As soon as practicable following receipt thereof, the Representative shall file the Official Statement and any supplement or amendment thereto with the MSRB.

G. Plan of Financing.

1. The 2021 Series A Bonds shall be as described in, and shall be issued under and secured pursuant to, the provisions of the Resolution substantially in the form delivered to the Representative, with only such changes therein as shall be mutually agreed upon between the Issuer and the Representative prior to Closing.
2. The net proceeds from the sale of the 2021 Series A Bonds will be applied to: (i) finance all or a portion of the costs of the acquisition, expansion and improvement of the Issuer's electric power system (as defined in the Resolution, the “Electric System”) operated on behalf of the Issuer by NES; [(ii) pay all or a portion of the interest accruing on the 2021 Series A Bonds during the construction period for the foregoing and six (6) months thereafter; (iii) fund the Debt Service Reserve Account;] and (iii) pay certain costs incurred in connection with the issuance of the 2021 Series A Bonds.
3. The 2021 Series A Bonds will constitute limited obligations of the Issuer, payable solely from and secured as to the payment of the principal and redemption price thereof and interest thereon in accordance with the terms of the Resolution solely by a pledge of the Net Revenues (as defined in the Resolution) which consists primarily of certain Revenues (as defined in the Resolution) derived from the operation of the Issuer's Electric System and by certain funds and accounts established under the Resolution.

H. Representations and Warranties of the Issuer.

The Issuer hereby makes the following representations and warranties to the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

1. The Issuer is duly organized and existing, created pursuant to the provisions of the Charter of the Issuer (the “Metro Charter”) which was approved by referendum on June 28, 1962, as amended, and is a political subdivision of the State of Tennessee (the “State”). The Issuer is authorized by the provisions of the Metro Charter, by Chapter 34, Title 7, Tennessee Code Annotated, as amended (the “Act”) and by the Resolution to, among other things, (i) issue the 2021 Series A Bonds for and apply the proceeds thereof to the purposes set forth herein, in the Resolution and in the NES Resolution (as defined in Section J.1. hereof), (ii) secure the 2021 Series A Bonds in the manner contemplated in the Resolution, and (iii) execute and deliver the 2021 Series A Bonds, and perform its obligations under the 2021 Series A Bonds, the Resolution and this Bond Purchase Agreement.
2. The Issuer has, and at the Closing Date will have, full legal right, power, and authority pursuant to the Resolution, to enter into this Bond Purchase Agreement, to delegate to NES the authority to execute and deliver the Continuing Disclosure Agreement, dated as of the Closing Date, in substantially the form attached as Appendix F to the Official

Statement (the “Continuing Disclosure Agreement”), to issue, sell, and deliver the 2021 Series A Bonds as provided herein, to carry out and to consummate the transactions contemplated by this Bond Purchase Agreement, the Resolution, and the Official Statement, and to apply the proceeds of the 2021 Series A Bonds as described in the Resolution and the NES Resolution.

3. On and as of the date hereof and, unless an event of the nature described in Section L.2. hereof subsequently occurs, at all times during the period from the date hereof to and including the date which is 25 days following the End of the Underwriting Period (the “Update Period”), the information in the Official Statement relating to the Issuer does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
4. The Issuer has complied, and will at the Closing be in compliance, in all respects, with the Metro Charter, the Resolution and the Act.
5. By official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly authorized and approved, as applicable, the Resolution, the distribution of the Preliminary Official Statement and the execution, delivery, and distribution of the Official Statement, and has duly authorized and approved the issuance and sale of the 2021 Series A Bonds upon the terms set forth herein and in the Resolution and the Official Statement, and the execution and delivery of the 2021 Series A Bonds and the Bond Purchase Agreement, and the performance by the Issuer of the obligations on its part contained in, the 2021 Series A Bonds, the Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement.
6. The Issuer is not in breach of or in default under the Act, the Metro Charter or any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which the Issuer is a party or is otherwise subject or by which it or its properties may be bound, that is material to the issuance, payment or security for the 2021 Series A Bonds. The issuance and sale of the 2021 Series A Bonds upon the terms set forth herein, in the Resolution and the NES Resolution, and the execution and delivery by the Issuer of this Bond Purchase Agreement, and its compliance with the provisions of each thereof, and the application of the proceeds of the 2021 Series A Bonds in accordance with the Resolution and the NES Resolution as described in the Official Statement will not conflict with or constitute a material breach of or default under the Act, the Metro Charter or any law, administrative regulation, judgment, decree, indenture, loan agreement, note, resolution, agreement, or other instrument to which the Issuer is a party or is otherwise subject.
7. All approvals, consents, and orders of any governmental authority, board, agency, or commission having jurisdiction that would constitute a condition precedent to the performance by the Issuer of its obligations hereunder, the issuance of the 2021 Series A Bonds, and the execution and delivery and performance by the Issuer of this Bond Purchase Agreement, have been obtained or will be obtained prior to the Closing.
8. The 2021 Series A Bonds, when issued, authenticated, and delivered in accordance with the Resolution and sold to the Underwriters as provided herein, will be the valid and binding obligations of the Issuer as provided in the Resolution, and are enforceable against the Issuer in accordance with their terms and the terms of the Resolution, payable from the Net Revenues and other moneys and securities held or set aside under the

Resolution, subject to the application thereof to the purpose and on the conditions permitted by the Resolution, issued in conformity with and entitled to the benefit and security of the Resolution.

9. The Resolution has been duly adopted by the Issuer. The terms and provisions of the Resolution comply in all respects with the requirements of the Act and the Metro Charter. The Resolution and the 2021 Series A Bonds are valid and binding upon the Issuer and are enforceable against the Issuer in accordance with their terms. The Resolution creates the valid pledge which it purports to create of the Net Revenues, and moneys and securities held or set aside under the Resolution, subject to the application thereof to the purposes and on the conditions permitted by the Resolution.
10. When executed and delivered by the parties thereto, this Bond Purchase Agreement will constitute the legal, valid and binding contractual obligation of the Issuer.
11. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Issuer, threatened against the Issuer affecting the existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the 2021 Series A Bonds, or the collection of the Net Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2021 Series A Bonds, or the pledge thereof, or the application of the proceeds of the 2021 Series A Bonds in the manner contemplated by the Resolution and the NES Resolution and described in the Official Statement, or in any way contesting or affecting the validity or enforceability of the 2021 Series A Bonds, the Resolution or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the Issuer to issue the 2021 Series A Bonds, or apply the proceeds of the 2021 Series A Bonds in the manner contemplated by the Resolution and the NES Resolution and described in the Official Statement, or to execute and deliver this Bond Purchase Agreement, or wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the 2021 Series A Bonds, the Resolution, the Continuing Disclosure Agreement or this Bond Purchase Agreement.
12. The proceeds received from the sale of the 2021 Series A Bonds shall be used in accordance with the Act, the Resolution and the NES Resolution.
13. Any certificate signed by an authorized officer of the Issuer and delivered to the Representative shall be deemed a representation and warranty of the Issuer to the Underwriters as to the statements made therein.
14. Pursuant to the Resolution, the Issuer will instruct NES on behalf of the Issuer to enter into, in accordance with Rule 15c2-12, the Continuing Disclosure Agreement in substantially the form set forth in Appendix F to the Preliminary Official Statement and to the Official Statement for the benefit of bondholders to provide to the MSRB and to the appropriate state information depository, if any, (a) certain annual financial information, including audited financial statements and operating data, generally consistent with the information contained or incorporated by reference in the Official Statement, (b) timely notice of events identified in Rule 15c2-12 with respect to the securities being offered in the offering, which notice shall be made not later than ten business days after the occurrence of the event, and (c) timely notice of any failure of any

obligated person to provide the required annual information on or before the date specified in the written agreement.

15. Except as provided in the Official Statement, the Issuer has not failed during the previous five years to comply in any material respect with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.
16. Neither the Issuer nor anyone acting on its behalf has, directly or indirectly, offered the 2021 Series A Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriters.
17. Neither the SEC nor any state securities commission has issued or, to the best of the Issuer's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.
18. The Issuer is not in default and has not been in default at any time as to principal or interest, with respect to any obligation issued by the Issuer.
19. The Issuer has not received any notice, directly or indirectly, from the Internal Revenue Service ("IRS"), the Department of the Treasury, or any other court, tribunal or governmental agency contesting or questioning in any way the exclusion from federal income taxation of the interest due on any tax-exempt debt of the Issuer issued on behalf of NES.

I. Covenants of the Issuer. The Issuer hereby covenants with the Underwriters that:

1. The Issuer shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended prior to the end of the Underwriting Period without the prior written consent of the Representative, which will not be unreasonably withheld.
2. The Issuer shall not amend, terminate, or rescind, and will not agree to any amendment, termination, or rescission of the Resolution or this Bond Purchase Agreement without the prior written consent of the Representative prior to the Closing Date, which will not be unreasonably withheld.
3. The Issuer shall promptly advise the Representative by written notice of any matter arising or discovered after the date of this Bond Purchase Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations or warranties set forth herein to be untrue or misleading or might adversely affect the correctness or completeness of any statement of material fact regarding the Issuer contained in the Official Statement; or any developments that affect the accuracy and completeness of the key representations (within the meaning of Rule 15c2-12) regarding the Issuer contained in the Official Statement that may occur during the Update Period.
4. The Issuer shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to the Issuer as set forth in this Bond Purchase Agreement.
5. The Issuer will not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion of



interest from gross income for federal income tax purposes of the holders of the 2021 Series A Bonds.

J. Representations and Warranties of NES.

NES hereby makes the following representations and warranties to the Underwriters, as of the date hereof and as of the Closing Date, which representations and warranties shall survive the Closing:

1. NES is duly organized and existing, created pursuant to the provisions of the Metro Charter to operate the Electric System. NES is authorized by the provisions of the Metro Charter, by the Act, by the Resolution and by the resolutions adopted by NES on December 16, 2020 and on January 27, 2021 (collectively, the “NES Resolution”) to, among other things, execute and deliver the Continuing Disclosure Agreement and this Bond Purchase Agreement and perform its obligations under the 2021 Series A Bonds, the Resolution, the NES Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement and to apply the proceeds of the 2021 Series A Bonds as contemplated by the Resolution and the NES Resolution.
2. NES has, and at the Closing Date will have, full legal right, power, and authority pursuant to the NES Resolution to enter into this Bond Purchase Agreement, to execute and deliver the Continuing Disclosure Agreement, and to carry out and to consummate the transactions contemplated by this Bond Purchase Agreement, the Resolution, the NES Resolution, the Continuing Disclosure Agreement and the Official Statement and to apply the proceeds of the 2021 Series A Bonds as described in the Resolution and the NES Resolution.
3. On and as of the date hereof and, unless an event of the nature described in Section L.2. hereof subsequently occurs, at all times during the Update Period, the information in the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.
4. NES has complied, and will at the Closing be in compliance, in all respects, with the Metro Charter, the Resolution and the Act.
5. By official action of NES prior to or concurrently with the acceptance hereof, NES has duly authorized and approved the distribution of the Preliminary Official Statement and the execution, delivery, and distribution of the Official Statement, and has duly authorized and approved the execution and delivery of the Continuing Disclosure Agreement and this Bond Purchase Agreement, and the performance by NES of the obligations on its part contained in the Resolution, the NES Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement.
6. NES is not in breach of or in default under the Act, the Metro Charter or any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement, or other instrument to which NES is a party or is otherwise subject or by which it or its properties may be bound that is material to the issuance, payment or security for the 2021 Series A Bonds. The issuance and sale of the 2021 Series A Bonds upon the terms set forth herein and in the Resolution, the NES Resolution and the Official Statement, and the execution and delivery by NES of the Continuing Disclosure Agreement and this Bond Purchase

Agreement, and its compliance with the provisions of each thereof, and the application of the proceeds of the 2021 Series A Bonds in accordance with the Resolution and the NES Resolution will not conflict with or constitute a material breach of or default under the Act, the Metro Charter or any law, administrative regulation, judgment, decree, indenture, loan agreement, note, resolution, agreement, or other instrument to which NES is a party or is otherwise subject.

7. All approvals, consents, and orders of any governmental authority, board, agency, or commission having jurisdiction that would constitute a condition precedent to the performance by NES of its obligations hereunder and the execution and delivery by NES of the Continuing Disclosure Agreement and this Bond Purchase Agreement, and performance by NES of the NES Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement, have been obtained or will be obtained prior to the Closing.
8. The NES Resolution has been duly adopted by NES. The terms and provisions of the NES Resolution comply in all respects with the requirements of the Act and the Metro Charter.
9. When executed and delivered by the parties thereto, the Continuing Disclosure Agreement and this Bond Purchase Agreement will constitute the legal, valid and binding contractual obligations of NES.
10. There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of NES, threatened against NES affecting the existence of NES or the titles of its officers to their respective offices or seeking to prohibit, restrain, or enjoin the issuance, sale, or delivery of the 2021 Series A Bonds, or the collection of the Net Revenues of the Electric System or other funds pledged or to be pledged to pay the principal of, premium, if any, and interest on the 2021 Series A Bonds, or the pledge thereof, or the application of the proceeds of the 2021 Series A Bonds in the manner contemplated by the Resolution and the NES Resolution and described in the Official Statement, or in any way contesting or affecting the validity or enforceability of the 2021 Series A Bonds, the Resolution, the NES Resolution, the Continuing Disclosure Agreement or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or contesting the power or authority of the Issuer to issue the 2021 Series A Bonds, or to execute and deliver this Bond Purchase Agreement, or contesting the power or authority of NES to adopt the NES Resolution and to execute or deliver the Continuing Disclosure Agreement or this Bond Purchase Agreement, or apply the proceeds of the 2021 Series A Bonds in the manner contemplated by the Resolution and the NES Resolution and described in the Official Statement, or wherein an unfavorable decision, ruling, or finding would materially adversely affect the validity or enforceability of the 2021 Series A Bonds, the Resolution, the Continuing Disclosure Agreement or this Bond Purchase Agreement.
11. The proceeds received from the sale of the 2021 Series A Bonds shall be used in accordance with the Act, the Resolution and the NES Resolution. The projects being financed by the 2021 Series A Bonds as described in the Resolution, the NES Resolution and the Official Statement are projects authorized by the Act.
12. Any certificate signed by an authorized officer of NES and delivered to the Representative shall be deemed a representation and warranty of NES to the Underwriters as to the statements made therein.

13. NES will enter into, in accordance with Rule 15c2-12, the Continuing Disclosure Agreement in substantially the form set forth in Appendix F to the Preliminary Official Statement and to the Official Statement for the benefit of bondholders to provide to the MSRB and to the appropriate state information depository, if any, (a) certain annual financial information, including audited financial statements and operating data, generally consistent with the information contained or incorporated by reference in the Official Statement, (b) timely notice of any of the events identified in Rule 15c2-12 with respect to the securities being offered in the offering, which notice shall be made not later than ten business days after the occurrence of the event, and (c) timely notice of any failure of any obligated person to provide the required annual information on or before the date specified in the written agreement.
14. Except as provided in the Official Statement, NES has not failed during the previous five years to comply in any material respect with any previous undertakings in a written continuing disclosure contract or agreement under Rule 15c2-12.
15. The financial statements of NES attached as Appendix A and Appendix B to the Official Statement and the summary information of the Electric System set forth in the Official Statement under the caption “SELECTED FINANCIAL DATA” are complete and correct and present fairly the financial position of NES as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and except as otherwise provided in the Official Statement for Appendix B, such financial statements and summary information have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented. There has been no material adverse change in the financial condition of the Electric System and NES since June 30, 2020.
16. NES is not in default and has not been in default at any time as to principal or interest, with respect to any obligation issued by NES.
17. NES has not received any notice, directly or indirectly, from the IRS, the Department of the Treasury, or any other court, tribunal or governmental agency contesting or questioning in any way the exclusion from federal income taxation of the interest due on any tax-exempt debt of NES or of the Issuer issued for the benefit of NES.
18. Except for the Parity Obligations described in the Official Statement, at the time of the issuance and delivery of the 2021 Series A Bonds, there will be no other obligations which have a lien on, or are secured by a pledge of, the Net Revenues on a parity with the 2021 Series A Bonds.

K. Covenants of NES. NES hereby covenants with the Underwriters that:

1. Prior to the Closing Date, NES shall not amend, terminate, or rescind, and will not agree to any amendment, termination, or rescission of the NES Resolution, the Continuing Disclosure Agreement or this Bond Purchase Agreement, without the prior written consent of the Representative, which will not be unreasonably withheld.
2. NES shall promptly advise the Representative by written notice of any matter arising or discovered after the date of this Bond Purchase Agreement and prior to the Closing Date that if existing or known at the date hereof would render any of the representations or warranties set forth herein to be untrue or misleading or might adversely affect the correctness or completeness of any statement of material fact regarding NES contained in the Official Statement; or any developments that affect the accuracy and completeness of

the key representations (within the meaning of Rule 15c2-12) regarding NES contained in the Official Statement that may occur during the Update Period.

3. NES shall not voluntarily undertake any course of action inconsistent with satisfaction of the requirements applicable to NES as set forth in this Bond Purchase Agreement.
4. NES will not knowingly take or omit to take any action that, under existing law, may adversely affect the exemption from state income taxation or the exclusion of interest from gross income for federal income tax purposes of the holders of the 2021 Series A Bonds.

L. Certain Conditions to Underwriters' Obligations. The obligation of the Underwriters to accept delivery of and pay for the 2021 Series A Bonds on the Closing Date pursuant to this Bond Purchase Agreement shall be subject, at the option of the Underwriters, to the accuracy of the representations, warranties, and agreements of the Issuer and NES contained herein and upon the accuracy of the statements to be contained in the documents and instruments to be delivered at the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, accept delivery of, and pay for the 2021 Series A Bonds are subject to the performance by the Issuer and of NES of their obligations hereunder required to be performed at or prior to the Closing Date, and to the following additional conditions precedent:

1. On the Closing Date, the representations and warranties of the Issuer and of NES contained herein shall be true, complete, and correct as if made on and as of the Closing Date; the Official Statement shall have been delivered by the Issuer; the Resolution and the NES Resolution shall have been adopted; the Continuing Disclosure Agreement and this Bond Purchase Agreement shall have been duly executed and delivered by the appropriate parties thereto; the Resolution, the NES Resolution, the Continuing Disclosure Agreement and this Bond Purchase Agreement shall be in full force and effect, and shall not have been amended, modified, or supplemented, except as may have been agreed to in writing by the Representative or as provided herein; the proceeds of the sale of the 2021 Series A Bonds shall have been paid to NES for deposit for use as described in the Official Statement and in the Resolution; and the Issuer and NES shall have adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel and Bass, Berry & Sims PLC, counsel for the Underwriters, shall be necessary in connection with the transactions contemplated hereby.
2. The Underwriters shall have the right to cancel their obligation to purchase the 2021 Series A Bonds if between the date hereof and the Closing:
  - a) legislation shall have been enacted by or introduced in the Congress of the United States or the legislature of the State of Tennessee or shall have been reported out of committee of either body or be pending in committee of either body, or a decision shall have been rendered by a court of the United States or the State of Tennessee or the Tax Court of the United States, or a ruling, resolution, regulation, or temporary regulation, release, or announcement shall have been made or shall have been proposed to be made by the Treasury Department of the United States or the Internal Revenue Service, or other federal or state authority, with respect to federal or state taxation upon revenues or other income of the general character of that to be derived by NES from its operations, or upon interest received on obligations of the general character of the 2021 Series A Bonds that, in the Representative's reasonable judgment, materially adversely affects the market for the 2021 Series A Bonds, or the market price generally of obligations of the general character of the 2021 Series A Bonds, or

the ability of the Underwriters to enforce contracts for sale of the 2021 Series A Bonds; or

- b) there shall exist any event or circumstance that in the Representative's good faith judgment either makes untrue or incorrect in any material respect any statement or information in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make any statement of material fact therein not misleading; or
- c) there shall have occurred (1) an outbreak or escalation of hostilities involving the United States or the declaration by the United States of a national emergency or war occurs; or (2) the occurrence of any other calamity or crisis or any change in the financial, political or economic conditions in the United States or elsewhere, if the effect of any such event specified in clause (1) or (2), in the reasonable judgment of the Underwriters, makes it impracticable or inadvisable to proceed with the offering or the delivery of the 2021 Series A Bonds on the terms and in the manner contemplated in the Preliminary Official Statement or the Official Statement; or
- d) there shall be in force a general suspension of trading on the New York Stock Exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange, whether by virtue of determination by that Exchange or by order of the SEC or any other governmental authority having jurisdiction that, in the Representative's reasonable judgment, makes it impracticable for the Underwriters to market the 2021 Series A Bonds or enforce contracts for the sale of the 2021 Series A Bonds; or
- e) a general banking moratorium shall have been declared by federal or state authorities having jurisdiction, or a major financial crisis or a material disruption in commercial banking or securities settlement or clearance services or other disruptive events, occurrences or conditions in the securities or debt markets shall have occurred that, in the Representative's reasonable judgment, has materially and adversely affected the marketability of the 2021 Series A Bonds or the market price thereof or makes it impracticable for the Underwriters to market the 2021 Series A Bonds or enforce contracts for the sale of the 2021 Series A Bonds; or
- f) legislation shall be enacted or be proposed by a committee of Congress or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation, or statement by or on behalf of the SEC or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that the 2021 Series A Bonds or any comparable securities of the Issuer, any obligations of the general character of the 2021 Series A Bonds and the Resolution, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect (the "Securities Act") or of the Trust Indenture Act of 1939, as amended and as then in effect (the "TIA"), or otherwise, or would be in violation of any provision of the federal securities laws; or
- g) there shall have been any material adverse change in the affairs of the Issuer or NES that in the Representative's reasonable judgment will materially adversely

affect the market for the 2021 Series A Bonds or the ability of the Underwriters to enforce contracts for the sale of the 2021 Series A Bonds; or

- h) there shall be established any new restriction on transactions in securities materially affecting the free market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a material change to the net capital requirements of, underwriters established by the New York Stock Exchange, the SEC, any other federal or State of Tennessee agency or the Congress of the United States, or by Executive Order; or
- i) a stop order, release, regulation, or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made to the effect that the issuance, offering, or sale of the 2021 Series A Bonds, including all the underlying obligations as contemplated hereby or by the Official Statement, or any document relating to the issuance, offering or sale of the 2021 Series A Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act, and the TIA; or
- j) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Issuer or NES or proceedings under the bankruptcy laws of the United States or of the State shall have been instituted by the Issuer or NES, in either case the effect of which, in the reasonable judgment of the Representative, is such as to materially and adversely affect the market price or the marketability of the 2021 Series A Bonds or the ability of the Underwriters to enforce contracts of the sale of the 2021 Series A Bonds; or
- k) there shall have occurred any, or any notice shall have been given of any intended, downgrading, suspension or withdrawal of a rating or negative change in credit watch status by any national rating service for any of the Issuer's obligations issued for the use and benefit of NES.

and

3. At or prior to the Closing, the Representative shall receive the following:

- a) The unqualified approving opinion of Bond Counsel, addressed to the Issuer, dated the Closing Date and in substantially the form attached as Appendix E to the Official Statement, with a reliance letter in favor of the Underwriters;
- b) A supplementary opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriters and substantially in the form attached hereto as Exhibit A;
- c) An opinion of Robert Cooper, Director of Law of the Issuer, or his designee, dated the Closing Date addressed to the Underwriters, in substantially the form attached hereto as Exhibit B;
- d) The opinion of counsel to the Underwriters, dated the Closing Date, and substantially in the form attached hereto as Exhibit C;
- e) The opinion of General Counsel of NES, dated the Closing Date, and substantially in the form attached hereto as Exhibit D;

- f) A certificate of the Issuer, dated the date of Closing, signed by the Director of Finance of the Issuer, in form and substance satisfactory to the Representative, to the effect that (i) the Issuer for the benefit of NES has not since June 30, 2020, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (ii) the representations and warranties of the Issuer contained herein are true and correct in all material respects as of the date of Closing, as if made on and as of the date of Closing; (iii) the Issuer has performed all obligations on its part required to be performed hereunder and under the Resolution at or prior to the issuance of the 2021 Series A Bonds; (iv) the Issuer has satisfied all conditions under the Resolution as to the issuance and delivery of the 2021 Series A Bonds; (v) no event of default or event which with the passage of time or notice or both would become an event of default has occurred or exists under the Resolution; (vi) the Resolution is in full force and effect and has not been amended, modified, repealed or supplemented, except as may have been agreed to in writing by the Representative or as provided herein; (vii) no event affecting the Issuer has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose therein in order to make the statements and information therein with respect to the Issuer not misleading in any material respect; and (viii) the 2021 Series A Bonds have been executed in accordance with the Resolution by duly authorized officers or signatories of the Issuer, including an incumbency certificate of the Issuer, in form and content acceptable to the Representative and Bond Counsel, dated the Closing Date, with respect to the officers or other signatories of the Issuer who have executed and delivered the 2021 Series A Bonds and all other financing documents to be signed by the Issuer;
- g) A certificate of NES, dated the date of Closing, signed by the President and Chief Executive Officer of NES, in form and substance satisfactory to the Representative, to the effect that (i) since June 30, 2020, no material or adverse change has occurred in the financial position of NES or results of operations of NES; (ii) NES has not since June 30, 2020, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement; (iii) the representations and warranties of NES contained herein are true and correct in all material respects as of the date of Closing, as if made on and as of the date of Closing; (iv) NES has performed all obligations on its part required to be performed hereunder and under the Resolution and the NES Resolution at or prior to the issuance of the 2021 Series A Bonds; (v) NES has satisfied all conditions under the Resolution and the NES Resolution as to the issuance and delivery of the 2021 Series A Bonds; (vi) no event of default or event which with the passage of time or notice or both would become an event of default has occurred or exists under the Resolution or the NES Resolution; (vii) each of the Resolution and the NES Resolution is in full force and effect and has not been amended, modified, repealed or supplemented, except as may have been agreed to in writing by the Representative or as provided herein; and (viii) no event affecting NES has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that it is necessary to disclose therein in order to make the statements and information therein with respect to NES not misleading in any material respect, including an incumbency certificate of NES, in form and content acceptable to the Representative and Bond Counsel, dated the Closing Date, with respect to the

officers or other signatories of NES who have executed and delivered all financing documents to be signed by NES;

- h) a certificate executed by the appropriate officer of the Issuer and of NES, dated the date of Closing, to the effect that on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of the 2021 Series A Bonds will be used in a manner that would cause the 2021 Series A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code and applicable regulations thereunder and (B) to the best of the knowledge and belief of said officer, such expectations are reasonable;
- i) Evidence satisfactory to the Representative that the underlying ratings on the 2021 Series A Bonds have been rated not less than “\_\_\_” and “\_\_\_” by S&P Global Ratings (“S&P”) and Fitch Ratings (“Fitch”), respectively, which ratings remain in effect on the Closing Date;
- j) Certified copies of the Resolution as having been duly adopted by the Issuer and certified copies of the NES Resolution as having been duly adopted by NES and as being in full force and effect, with such changes or amendments as may have been approved by the Representative;
- k) Executed counterparts of the Continuing Disclosure Agreement and this Bond Purchase Agreement, executed by the parties thereto, and specimens of the 2021 Series A Bonds;
- l) The Preliminary Official Statement and the Official Statement, together with any supplements or amendments thereto in the event either has been supplemented or amended, in the case of the Official Statement executed on behalf of the Issuer and NES by a duly authorized officer of each thereof;
- m) A manually signed consent of PricewaterhouseCoopers LLP, as to the inclusion in the Preliminary Official Statement and the Official Statement of the report of such firm on the financial statements for the year ended June 30, 2020, included therein in Appendix A; and
- n) Such additional legal opinions, certificates, proceedings, instruments and other documents the Underwriters or Bond Counsel may reasonably request.

If the Issuer and NES shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Bond Purchase Agreement, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters, the Issuer nor NES shall have any further obligations hereunder, except as provided in Section M. hereof. However, the Representative may in its discretion waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriters and proceed with the Closing.

**M. Payment of Expenses.**

- 1. The Underwriters shall be under no obligation to pay, and NES shall pay from available funds or from the proceeds of the 2021 Series A Bonds or from other funds of NES, certain expenses set forth in this Section that are incidental to the performance of the obligations of the Issuer and NES hereunder, including but not limited to: all expenses in connection with the printing of the Preliminary Official Statement, the Official



Statement, and any amendment or supplement to either thereof; all expenses in connection with the printing, issuance, and delivery of the 2021 Series A Bonds; the fees and disbursement of Bond Counsel, NES's counsel, Underwriters' Counsel, the financial advisor, auditors and accountants; all expenses in connection with obtaining ratings for the 2021 Series A Bonds; all expenses of the Issuer and NES in connection with the preparation, printing, execution, and delivery, and any recording or filing required by Bond Counsel, of the Resolution and the Continuing Disclosure Agreement; and any recording or filing required by this Bond Purchase Agreement (excluding the costs of qualifying the 2021 Series A Bonds for sale in various states); the administrative fees of NES; rating agency fees, and all other expenses and costs of NES incident to its obligations in connection with the authorization, issuance, sale, and distribution of the 2021 Series A Bonds.

2. The Representative shall pay the costs of qualifying the 2021 Series A Bonds for sale in various states chosen by the Representative, all advertising expenses in connection with the public offering of the 2021 Series A Bonds and the cost of obtaining CUSIP numbers.

N. Indemnification.

1. To the fullest extent permitted by applicable law, NES agrees to indemnify and hold harmless the Underwriters against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Underwriters or the other persons described in subsection (2) below may become subject under any federal or state securities laws or other statutory law or at common law or otherwise, (i) caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by or arising out of or based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact which would be necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading, or (ii) caused by or arising out of or based upon the failure to register the 2021 Series A Bonds under the Securities Act or to qualify the Resolution under the TIA.
2. The indemnity provided under this Section N shall extend upon the same terms and conditions to each officer, director, employee, agent or attorney of any of the Underwriters, and each person, if any, who controls any of the Underwriters within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act. Such indemnity shall also extend, without limitation, but only to the extent permitted by applicable law, to any and all expenses whatsoever reasonably incurred by any indemnified party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and, to the extent permitted by applicable law, shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of NES.
3. Within a reasonable time after an indemnified party under paragraphs 1. and 2. of this Section N shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such indemnified party shall, if a claim for indemnity in respect thereof is to be made against NES under this Section N, notify NES in writing of the commencement

thereof; but the omission to so notify NES shall not relieve it from any liability that it may otherwise have to any indemnified party under applicable law other than pursuant to this Section N. NES shall be entitled to participate at its own expense in the defense, and if NES so elects within a reasonable time after receipt of such notice, or all indemnified parties seeking indemnification in such notice so direct, NES shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by NES and reasonably satisfactory to the indemnified party; provided, however, that if the defendants in any such action include such an indemnified party and the Issuer or NES, or include more than one indemnified party, and there are legal defenses available to such an indemnified party that are different from or additional to those available to the Issuer or NES or another defendant indemnified party, and which are likely to cause a conflict of interest between the Issuer or NES and such indemnified party, or between other defendant indemnified parties, such indemnified party shall have the right to employ separate counsel in such action (and NES shall not be entitled to assume the defense thereof on behalf of such indemnified party), and in such event the reasonable fees and expenses of such counsel shall be borne by NES. Nothing contained in this paragraph 3. shall preclude any indemnified party, at its own expense, if indemnity is available pursuant to paragraphs 1. or 2. of this Section N, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from NES hereunder.

4. If the indemnification provided for in paragraphs 1. and 2. of this Section N is unavailable to fully hold harmless and fully indemnify any indemnified party in respect of the losses, damages, expenses, liabilities, or claims (or actions in respect thereof) specified in paragraphs 1. and 2. of this Section N by reason of applicable law, then NES, on the one hand, and the Underwriters, on the other hand, to the extent permitted by applicable law, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by NES on the one hand and the Underwriters on the other hand from the offering of the 2021 Series A Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then, to the extent permitted by applicable law, NES on the one hand and the Underwriters on the other hand shall contribute to such amount paid or payable by the indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of NES on the one hand and the Underwriters on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations. The relative benefits received by NES on the one hand and the Underwriters on the other hand shall be deemed to be in such proportion so that the Underwriters are responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriters hereunder (*i.e.*, the excess of the aggregate public offering price for the 2021 Series A Bonds as set forth on the cover page of the Official Statement over the price to be paid by the Underwriters to the Issuer upon delivery of the 2021 Series A Bonds as specified in Section A. hereof) bears to the aggregate public offering price as described above, and NES is responsible for the balance. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by NES on the one hand or the Underwriters on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. NES and the Underwriters agree that it would not be just and equitable if contribution pursuant to this subsection 4. were determined by pro rata allocation or by

any other method of allocation that does not take account of the equitable considerations referred to above in this subsection 4. If contribution is available pursuant to this subsection 4. of this Section N, the amount paid or payable by an indemnified party as a result of the losses, damages, expenses, liabilities, claims or actions referred to above in this subsection 4. shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

The indemnity and contribution provided by Section N hereof shall be in addition to any other liability that the Issuer or NES may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriters and each director, officer, employee, agent, attorney and controlling person referred to therein, and its respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Bond Purchase Agreement. The Issuer makes no representation regarding the extent to which applicable law permits indemnification.

- O. Blue Sky Qualification. The Issuer agrees to cooperate with the Underwriters and their counsel in any endeavor to qualify the 2021 Series A Bonds for offering and sale under the securities or “blue sky” laws of such jurisdictions of the United States as the Representative may request; provided that the Issuer shall not be required to qualify as a foreign corporation in, or submit to the jurisdiction of, any other state. The Issuer consents to the use of the Preliminary Official Statement and the Official Statement by the Representative in obtaining such qualification.
- P. No Advisory or Fiduciary Role.
1. The Issuer acknowledges and agrees that (i) the purchase and sale of the 2021 Series A Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriters, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely as principals and are not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters, or any affiliates of the Underwriters, have provided other services or are currently providing other services to the Issuer on other matters) and the Underwriters have no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriters have financial and other interests that differ from those of the Issuer and (v) the Issuer has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.
  2. The Issuer and the Underwriters represent and warrant that no finder or other agent has been employed by either the Issuer or the Underwriters in connection with this transaction.
- Q. Notices. All notices provided for in this Bond Purchase Agreement shall be made in writing either by actual delivery of the notice into the hands of the parties entitled thereto, by confirmed facsimile transmission, or by sending the notice by air courier or mailing by certified or registered mail, return receipt requested, in the United States mail to the address as stated below (or at such other address as may have been designated by written notice) of the party entitled thereto. The notice shall be deemed to be received in case of actual delivery on the date of its actual receipt by

the party entitled thereto, in case of delivery by facsimile, on the date receipt is confirmed, in case of delivery by air courier on the date of delivery, and in case of mailing on the date of receipt by United States mail, postage prepaid.

All communications hereunder, except as herein otherwise specifically provided, shall be in writing and mailed or delivered to the Issuer, NES and to the Underwriters at the following addresses:

1. The Metropolitan Government of Nashville and Davidson County  
Metropolitan Courthouse, Suite 106  
1 Public Square  
Nashville, Tennessee 37201  
Attention: Director of Finance
2. Electric Power Board of The Metropolitan Government of Nashville  
and Davidson County  
1214 Church Street  
Nashville, Tennessee 37246  
Attention: Teresa Broyles-Aplin

with a copy to:

Patrick L. Alexander  
Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

3. Raymond James & Associates, Inc.  
One Burton Hills Boulevard, Suite 225  
Nashville, Tennessee 37215  
Attention: Hugh C. Tanner

with a copy to:

Lillian M. Blackshear  
Bass, Berry & Sims PLC  
150 Third Avenue South, Suite 2800  
Nashville, Tennessee 37201

- R. Governing Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.
- S. Miscellaneous. This Bond Purchase Agreement is made solely for the benefit of the signatories hereto (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. The term “successor” shall not include any holder of any 2021 Series A Bonds merely by virtue of such holding. All representations, warranties, agreements, and indemnities contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of delivery of and payment for the 2021 Series A Bonds, and any termination of this Bond Purchase Agreement.
- T. Counterparts. This Bond Purchase Agreement may be executed in counterparts with the same force and effect as if all signatures appeared on a single instrument.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.,  
on behalf of itself and as Representative of the  
other underwriters listed in Appendix I hereto

By: \_\_\_\_\_  
Name: Hugh Tanner  
Title: Managing Director

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: \_\_\_\_\_  
John Cooper, Metropolitan Mayor

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Robert Cooper, Director of Law

ACKNOWLEDGED:

ELECTRIC POWER BOARD OF THE METROPOLITAN  
GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY

By: \_\_\_\_\_  
Name: Carolyn Schott,  
Title: Chair

APPENDIX I

To

Bond Purchase Agreement

UNDERWRITERS

**Representative and Senior Manager**

Raymond James & Associates, Inc.

**Co-Managers**

Barclays Capital Inc.

FHN Financial Capital Markets

Jefferies LLC

J.P. Morgan Securities LLC

Loop Capital Markets LLC

## APPENDIX II

To

### Bond Purchase Agreement

#### \$ \_\_\_\_\_ **ELECTRIC SYSTEM REVENUE BONDS, 2021 Series A**

The 2021 Series A Bonds shall be dated the Closing Date and otherwise be in accordance with applicable provisions of the Resolution. The 2021 Series A Bonds will bear interest payable on [November 15, 2021] and thereafter on May 15 and November 15 of each year. Interest on the 2021 Series A Bonds shall be computed on the basis of a 360-day year consisting of 12 months of 30 days each. The 2021 Series A Bonds shall mature in the years, in the amounts and at the rates set forth below:

Maturity Date	Amount	Rate	Yield	Price
5/15/2021				
5/15/2022				
5/15/2023				
5/15/2024				
5/15/2025				
5/15/2026				
5/15/2027				
5/15/2028				
5/15/2029				
5/15/2030				
5/15/2031				
5/15/2032				
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5/15/2036				
5/15/2037				
5/15/2038				
5/15/2039				
5/15/2040				
5/15/2041				
5/15/2042				
5/15/2043				
5/15/2044				
5/15/2045				
5/15/2046				

*Optional Redemption* – The 2021 Series A Bonds are subject to redemption at the option of the Issuer, on the direction of NES, on or after May 15, 20\_\_, in whole or in part at any time at a redemption price of 100% of par plus accrued interest to the redemption date.

*Mandatory Redemption* – The 2021 Series A Bond maturing May 15, 20\_\_ (the "2021 Series A Term Bond") is subject to mandatory redemption, in part, on each Sinking Fund Installment due date for the 2021 Series A Term Bond, at a redemption price equal to the principal amount thereof from the Sinking Fund Installments specified below. The following shall be the Sinking Fund Installments for the 2021 Series A Term Bond. Such Sinking Fund Installments shall be due on May 15 of each of the years set forth in the following table in the respective amounts set forth opposite such years:

2021 Series A Bond Due May 15, 20\_\_

<u>Year</u>	<u>Principal Amount</u>
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\*\*

\*\* Maturity



## APPENDIX III

To

### Bond Purchase Agreement

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

\$ \_\_\_\_\_ ELECTRIC SYSTEM REVENUE BONDS, 2021 SERIES A

FOR THE USE AND BENEFIT OF THE  
ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND  
DAVIDSON COUNTY

### ISSUE PRICE CERTIFICATE

The undersigned, as the duly authorized representative of Raymond James & Associates, Inc. (the “Representative”), on behalf of itself and the underwriters listed in the Bond Purchase Agreement (together, the “Syndicate”), with respect to the \$ \_\_\_\_\_ in aggregate principal amount of Electric System Revenue Bonds, 2021 Series A (the “Bonds”), issued by The Metropolitan Government of Nashville and Davidson County (the “Issuer”) hereby certifies, based upon the information available to it, as follows:

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.
2. ***Initial Offering Price of the Hold-the-Offering-Price-Maturities.***

(a) The Syndicate offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Representative has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, the Syndicate would neither offer nor sell any of the unsold Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. No information has come to the attention of the Representative that any underwriter has offered or sold any unsold Bonds of any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “General Rule Maturities.”

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds shown in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Syndicate has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is \_\_\_\_\_.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter(s) interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Bradley Arant Boult Cummings LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, the Representative is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: \_\_\_\_\_, 2021

RAYMOND JAMES & ASSOCIATES, INC., as Representative

By: \_\_\_\_\_

Name: \_\_\_\_\_

## **Schedule A**

### **Sale Prices**

#### **General Rule Maturities**

- ☐ Not Applicable
- ☐ Maturities Listed Below

#### **Hold-the-Offering-Price Rule Maturities**

- ☐ Not Applicable
- ☐ Maturities Listed Below

Exhibit A

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

(Closing Date)

Raymond James & Associates, Inc.,  
as Representative of the Underwriters  
One Burton Hills Boulevard, Suite 225  
Nashville, Tennessee 37215

Re: The Metropolitan Government of Nashville and Davidson County  
\$\_\_\_\_\_ Electric System Revenue Bonds, 2021 Series A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance of the above-referenced bonds (the “2021 Series A Bonds”). Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement hereinafter referred to.

In our capacity as bond counsel, we have examined the Preliminary Official Statement, dated January \_\_, 2021 (the “Preliminary Official Statement”), and the Official Statement, dated January \_\_, 2021 (the “Official Statement”), relating to the 2021 Series A Bonds, and such other documents, instruments and certificates of public officials as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, confirmed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

Based upon the examinations, certificates and provisions referred to above, we are of the opinion, as of the date hereof and under existing law, as follows:

(1) No registration of the 2021 Series A Bonds under the Securities Act of 1933, as amended, and no qualification of the Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with the sale of the 2021 Series A Bonds to the public.

(2) We have reviewed the portions of the Preliminary Official Statement and the Official Statement appearing on the cover page and the inside cover page thereof, under the captions “INTRODUCTION,” “PLAN OF FINANCING,” “DESCRIPTION OF THE 2021 SERIES A BONDS,” “SECURITY FOR THE BONDS,” and “TAX EXEMPTION” and in “Appendix D – Summary of Certain Provisions of the Bond Resolution” and are of the opinion that, insofar as such portions of the Preliminary Official Statement and the Official Statement purport to summarize certain provisions of the 2021 Series A Bonds and the Bond Resolution, the statements made on the cover page and the inside cover page under such captions and in such Appendix fairly summarize the matters purported to be summarized therein. The statements contained in the initial paragraph of the cover page of the Preliminary Official Statement and the Official Statement and under the caption “TAX EXEMPTION” therein present a fair and accurate summary of the opinions referenced therein. In preparing the Preliminary Official Statement and

the Official Statement, you have been represented by your counsel; we have not been retained, nor have we undertaken to review, the Preliminary Official Statement or the Official Statement with respect to the adequacy of the disclosures therein except for the purposes of giving the opinion herein rendered. We express no further opinion regarding the accuracy of the Preliminary Official Statement or the Official Statement or the sufficiency of either document for any purpose. Further, except as set forth in paragraph (1) herein, we express no opinion as to the compliance with any federal or state statute, regulation or ruling with respect to the sale, distribution or marketing of the 2021 Series A Bonds.

(3) The Bond Purchase Agreement, dated January \_\_, 2021 (the “Bond Purchase Agreement”), among Raymond James & Associates, Inc., as representative of the Underwriters, The Metropolitan Government of Nashville and Davidson County (the “Issuer”) and the Electric Power Board of the Metropolitan Government of Nashville and Davidson County (“NES”) has been duly authorized, executed and delivered by the Issuer and constitutes the legal, valid, binding and enforceable obligation of the Issuer.

The enforceability of the Bond Purchase Agreement may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief or the exercise of judicial discretion in appropriate cases. Further, the opinion contained in subparagraph (3) above is qualified to the extent that the enforceability of the Bond Purchase Agreement may be limited or otherwise affected by the unenforceability under certain circumstances, under Tennessee or federal statutes, or court decisions, of provisions indemnifying, or prospectively releasing, a party against liability for its own wrongful or negligent acts or where the release or indemnification is contrary to public policy, including specifically, but not by way of limitation, the indemnification provisions of the Bond Purchase Agreement which may be limited by public policy considerations as expressed in the Securities Act of 1933, as amended, and as constructed by courts of competent jurisdiction.

This opinion has been furnished to you for the sole purpose of facilitating the issuance of the 2021 Series A Bonds, and we consider it to be a confidential communication which may not be furnished, reproduced, distributed or disclosed to anyone without our prior express written consent. Moreover, this opinion is rendered solely for your information and assistance in connection with the above transaction, and it may not be quoted or relied upon by, nor copies be delivered to, any other person or used for any other purpose without our prior express written consent. Notwithstanding the foregoing, we understand that a copy of this opinion will be included in the transcript of closing documents and consent thereto.

Very truly yours,

BRADLEY ARANT BOULT CUMMINGS LLP

By: \_\_\_\_\_

Exhibit B

FORM OF OPINION OF DIRECTOR OF LAW OF THE ISSUER

(Closing Date)

Raymond James & Associates, Inc.,  
as Representative of the Underwriters  
One Burton Hills Boulevard, Suite 225  
Nashville, TN 37215

Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, TN 37203

Bass, Berry & Sims PLC  
150 Third Avenue South, Suite 2800  
Nashville, TN 37201

Re: The Metropolitan Government of Nashville and Davidson County  
\$\_\_\_\_\_ Electric System Revenue Bonds, 2021 Series A

Ladies and Gentlemen:

I am the Director of Law of The Metropolitan Government of Nashville and Davidson County (the “Issuer”). In connection with the issuance of the captioned Bonds (the “2021 Series A Bonds”), I have examined such matters of law, documents, instruments and proceedings of the Issuer as I have considered necessary to render the opinions set forth below, including, but not limited to, the following:

(i) the Electric System Revenue Bond Resolution adopted by the Metropolitan Council (the “Metro Council”) of the Issuer, as heretofore amended and supplemented, including, without limitation, as supplemented by the Twenty-Ninth Supplemental Electric System Revenue Bond Resolution adopted by the Issuer on January 19, 2021, authorizing the issuance and delivery of the 2021 Series A Bonds (such Electric System Revenue Bond Resolution, as supplemented and amended, being hereinafter referred to as the “Resolution”);

(ii) the Preliminary Official Statement of the Issuer, dated January \_\_, 2021 (the “Preliminary Official Statement”), and the Official Statement of the Issuer, dated January \_\_, 2021 (the “Official Statement”), each relating to the sale of the 2021 Series A Bonds; and

(iii) the Bond Purchase Agreement, January \_\_, 2021 (the “Purchase Agreement”), among the Issuer, the Electric Power Board of the Metropolitan Government of Nashville and Davidson County (“NES”) and Raymond James & Associates, Inc., as representative of the underwriters listed therein (the “Underwriters”).

I have assumed the genuineness of all signatures (other than those of officials of the Issuer) on documents submitted to me as certified, conformed or photostatic copies. I am admitted to the Bar of the State of Tennessee, and I express no opinion as to the laws of any jurisdiction other than the State of

Tennessee and the United States of America. I further express no opinion as to the tax-exempt or other federal tax status of the 2021 Series A Bonds.

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Purchase Agreement or, if not defined in the Purchase Agreement, in the Resolution.

Based upon such examination, and such other examinations as I have deemed appropriate in rendering this opinion, I am of the opinion that:

1. The Issuer is a public corporation duly organized and validly existing as a metropolitan government under the Constitution and laws of the State of Tennessee.

2. The Issuer has full power and authority under its Charter, as amended (herein the “Charter”) and under the provisions of Chapter 34, Title 7, Tennessee Code Annotated, as amended (herein the “Act”), to adopt each resolution constituting the Resolution, to execute and deliver the 2021 Series A Bonds thereunder and to carry out and consummate all other transactions contemplated thereby, all of which have been duly authorized by all proper and necessary action.

3. Each resolution constituting a part of the Resolution has been duly, validly and lawfully adopted by the Metro Council at a meeting duly and regularly noticed, called and held with a quorum present and acting throughout, in compliance with Section 8-44-101 et seq., Tennessee Code Annotated, as amended; each such resolution has not been amended, modified or supplemented, except as described herein, is in full force and effect and is in compliance with the Constitution of the State of Tennessee (the “Constitution”), the Act and all other laws of the State of Tennessee and in compliance with the Charter and all other requirements of the Issuer; each such resolution constitutes a valid, legal and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to the provisions of the last paragraph below, and no other authorization or approval is required in order for the Issuer to perform thereunder. The Resolution creates the valid pledge and grant of a security interest which it purports to create and grant of and in the Pledged Funds, such pledge and grant of a security interest constitutes a first priority pledge and grant of a security interest therein, and all action required to properly and effectively perfect such pledge and grant of a security interest has been taken.

4. Except for the approval of the Metro Council of the Issuer, which has been duly obtained and is in full force and effect, the execution and delivery of the 2021 Series A Bonds and the Purchase Agreement by the Issuer and the compliance by the Issuer with, and the performance by the Issuer of its obligations under, the Resolution, the 2021 Series A Bonds and the Purchase Agreement do not and will not require notice to or filing or registration with, or the consent, waiver or approval of, or any other action by, any governmental or regulatory body, authority, board, agency or commission of the State of Tennessee or the United States (except that I express no opinion as to the state securities or “blue sky” laws of the State of Tennessee or securities laws of the United States).

5. The adoption of each resolution constituting the Resolution, the execution and delivery of the 2021 Series A Bonds and the Purchase Agreement by the Issuer and the compliance by the Issuer with, and the performance by the Issuer of its obligations under, the Resolution, the 2021 Series A Bonds and the Purchase Agreement comply in all respects with the requirements of the Constitution, the Act, all other existing provisions of the law of the State of Tennessee, the Charter and the by-laws and all other procedural requirements of the Issuer, and do not and will not conflict with, result in the violation of, or constitute a breach of or default under, any loan agreement, note, resolution, indenture or other existing agreement or instrument to which the Issuer or any of its property is bound or any existing order, decree, rule or regulation of a court or other agency of the State of Tennessee or of the United States or any department, division, agency or instrumentality thereof.

6. The issuance of the 2021 Series A Bonds and the execution and delivery of the Purchase Agreement have been duly authorized by the Issuer. The 2021 Series A Bonds and the Purchase Agreement, upon execution by the Issuer, will constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to the provisions of the last paragraph below.

7. There is no action (nor to the best of my knowledge is there any legal basis therefor) or investigation (with respect to which notice has been given to the Issuer) pending or to the best of my knowledge threatened against the Issuer before any court or administrative agency which (i) questions the validity of the Act or the validity of the provisions of the Charter of the Issuer for the creation and operation of NES, or (ii) questions the validity of any proceeding taken by the Issuer in connection with any of the 2021 Series A Bonds or the Purchase Agreement or wherein an unfavorable decision, ruling or finding would in any way materially and adversely affect the validity or enforceability of the 2021 Series A Bonds or the Purchase Agreement (or any other instrument required or anticipated for use in consummating the transactions contemplated thereby) or (iii) affects the existence of the Issuer, or the titles of its officers to their respective offices, or (iv) seeks to restrain, enjoin or adversely affect the issuance or delivery of the 2021 Series A Bonds or the Purchase Agreement, the fixing or collecting of rates and charges for the services of the Electric System, the pledge of the revenues of the Electric System to secure the payment of the 2021 Series A Bonds, the proceedings or authority under which the 2021 Series A Bonds are issued, the validity of the 2021 Series A Bonds, the right of NES to operate the Electric System or the application of the proceeds of the 2021 Series A Bonds to the purposes described in the Resolution and the resolutions adopted by NES and as described in the Official Statement.

8. The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and delivery of the Official Statement have been duly authorized.

9. The Issuer is lawfully organized and all present officials thereof have good and sufficient title to their respective official positions. The Honorable John Cooper is the present duly elected, qualified and acting Metropolitan Mayor of the Issuer; Mr. Kevin Crumbo is the duly appointed, qualified and acting Director of Finance of the Issuer; Ms. Michell Bosch is the duly appointed, qualified and acting Metropolitan Treasurer of the Issuer; and Ms. Elizabeth Waites is the duly appointed, qualified and acting Metropolitan Clerk of the Issuer.

10. The Issuer has good right and lawful authority to operate, maintain and improve the Electric System and to fix, establish, maintain and collect or cause to be fixed, established, maintained and collected rates and charges for the provision and sale of electric energy and the services, facilities and commodities furnished by the Electric System and to perform all its obligations under the Resolution in those respects.

11. The Issuer is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party where such default might have a material adverse effect upon the ability of the Issuer to repay the 2021 Series A Bonds.

12. The Issuer has not received any notification from the Internal Revenue Service to the effect that its certification with respect to “arbitrage” pursuant to Section 148 of the United States Internal Revenue Code of 1986, as amended, may not be relied upon; and no other facts or circumstances have come to my attention which would cause me to conclude that the holders of the 2021 Series A Bonds may not rely on such certifications.



The enforceability of the Resolution, the 2021 Series A Bonds and the Purchase Agreement may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief or the exercise of judicial discretion in appropriate cases.

Very truly yours,

Director of Law of The Metropolitan  
Government of Nashville and Davidson County

Exhibit C

FORM OF CLOSING OPINION OF COUNSEL FOR THE UNDERWRITERS

(Closing Date)

Raymond James & Associates, Inc.,  
as Representative of the Underwriters  
One Burton Hills Boulevard, Suite 225  
Nashville, Tennessee 37215

Re: The Metropolitan Government of Nashville and Davidson County  
\$\_\_\_\_\_ Electric System Revenue Bonds, 2021 Series A

Ladies and Gentlemen:

We have acted as your counsel in connection with the Bond Purchase Agreement, dated January \_\_, 2021 (the "Bond Purchase Agreement"), among you, The Metropolitan Government of Nashville and Davidson County (the "Issuer") and the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, doing business as "Nashville Electric Service" ("NES") providing for the purchase by you, subject to the terms and conditions set forth in the Bond Purchase Agreement, of the captioned bonds (the "2021 Series A Bonds"). Unless the context otherwise requires, all capitalized terms used herein without definition shall have the meaning ascribed to them in the Bond Purchase Agreement.

In such capacity, we have examined a certified copy of the Official Statement, dated January \_\_, 2021 (the "Official Statement"), with respect to the 2021 Series A Bonds, and the Bond Purchase Agreement, and have examined and relied on originals or copies identified to our satisfaction of such records of the Issuer and NES, such other agreements and instruments, such certificates of public officials, officers of the Issuer and NES and such other persons, and such other documents, as we have deemed necessary as a basis for the opinions hereinafter expressed. In all such examinations, we have assumed the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of all documents submitted to us as original documents and the authenticity of originals of all documents submitted as certified or photostatic copies.

We are of the opinion under existing law that the 2021 Series A Bonds are exempt from registration under the Securities Act of 1933, as amended, and that the Resolution is exempt from qualification under the Trust Indenture Act of 1939, as amended.

In accordance with our understanding with you, we have rendered legal advice and assistance to you in the course of your investigation pertaining to, and your participation in the preparation of, the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters and the review of documents referred to above. We have also participated in conferences with your representatives and representatives of the Issuer, NES, counsel to the Issuer and NES, and Public Financial Management, Inc. (NES's financial advisor), during which the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in

the preparation of the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that no facts have come to our attention that caused us to believe that the Official Statement (other than the statistical and financial data included therein, forecasts, numbers, estimates, assumptions and expressions of opinion, the financial statements and related notes and schedules attached thereto, and information concerning The Depository Trust Company and the book-entry system for the 2021 Series A Bonds) as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

This letter is furnished by us for the sole benefit of the Underwriters, and no other person or entity shall be entitled to rely upon this opinion or to quote this opinion in whole or in part without our express written consent in each such instance.

Very truly yours,

Exhibit D

FORM OF CLOSING OPINION OF GENERAL COUNSEL OF NES

(Closing Date)

Raymond James & Associates, Inc.,  
as Representative of the Underwriters  
One Burton Hills Boulevard, Suite 225  
Nashville, Tennessee 37215

Bradley Arant Boult Cummings LLP  
1600 Division Street, Suite 700  
Nashville, Tennessee 37203

Bass, Berry & Sims PLC  
150 Third Avenue South, Suite 2800  
Nashville, Tennessee 37201

Re: The Metropolitan Government of Nashville and Davidson County  
\$ \_\_\_\_\_ Electric System Revenue Bonds, 2021 Series A

Ladies and Gentlemen:

I am the General Counsel of the Electric Power Board of the Metropolitan Government of Nashville and Davidson County, Tennessee, doing business as Nashville Electric Service (“NES”), and I have represented NES in connection with the sale and issuance by The Metropolitan Government of Nashville and Davidson County (the “Issuer”) of the captioned bonds (the “2021 Series A Bonds”).

In connection with the issuance and sale of the 2021 Series A Bonds, I have examined:

(i) the proceedings with respect to the adoption by NES of the resolutions dated December 16, 2020 and on January 27, 2021 (collectively, the “Power Board Resolution”), requesting the issuance of the 2021 Series A Bonds and determining certain terms thereof;

(ii) the resolutions adopted by the Metropolitan Council (the “Metropolitan Council”) of the Issuer, including the Electric System Revenue Bond Resolution, adopted by the Issuer on November 5, 1985, as heretofore amended and supplemented, including, without limitation, as supplemented by the Twenty-Ninth Supplemental Electric System Revenue Bond Resolution adopted by the Issuer on January 19, 2021 (such Electric System Revenue Bond Resolution, as amended and supplemented, is hereinafter referred to as the “Bond Resolution”) authorizing the issuance of the 2021 Series A Bonds;

(iii) that certain Bond Purchase Agreement, dated January \_\_, 2021 (the “Bond Purchase Agreement”), among Raymond James & Associates, Inc., as Representative of the Underwriters, the Issuer and NES;

(iv) that certain Continuing Disclosure Agreement of even date herewith (the “Continuing Disclosure Agreement”) between NES and Regions Bank; and

(v) such other records of NES and the Issuer, agreements and other instruments, certificates of public officials and officers of NES and the Issuer and such other documents as I have deemed pertinent as a basis for the opinions hereinafter expressed.

Where certain factual matters were material to any of the following opinions, I have relied upon certain findings in the Power Board Resolution and in the Bond Resolution and upon certain certificates of officers and other personnel of NES whom I believe to be knowledgeable of the matter and which certificates I assume to be accurate and based upon reasonable assumptions and estimates. All terms used herein, unless otherwise defined herein, have the meaning assigned to such terms in the Bond Resolution.

On the basis of the foregoing, I am of the opinion that:

(1) NES is a duly created and validly existing agency of the Issuer under the provisions of the Charter of the Issuer (the “Charter”). NES has good right and lawful authority to operate, maintain and improve the Electric System and to fix rates and collect charges for electric energy and the services, facilities and commodities furnished by the Electric System and to perform all its obligations under the Bond Resolution in those respects.

(2) NES has full power and authority to adopt each resolution constituting the Power Board Resolution, to execute and deliver the Bond Purchase Agreement and the Continuing Disclosure Agreement, and to carry out and consummate all other transactions contemplated thereby, all of which have been duly authorized by all proper and necessary action. Each resolution constituting the Power Board Resolution has been duly adopted and is in full force and effect in compliance with the Constitution and the laws of the State of Tennessee, including, without limitation, Title 8, Chapter 44, Tennessee Code Annotated, as amended, and in compliance with the Charter, the Bylaws of NES and all applicable procedures and requirements of NES.

(3) The adoption of each resolution constituting the Power Board Resolution by NES and the execution and delivery of the Bond Purchase Agreement and the Continuing Disclosure Agreement by NES do not and will not require registration with, or the consent or approval of, or any other action by, any governmental or regulatory body of the State of Tennessee (except that we express no opinion as to the state securities or “blue sky” laws of the State of Tennessee).

(4) The adoption of each resolution constituting the Power Board Resolution and the execution and delivery of the Bond Purchase Agreement and the Continuing Disclosure Agreement by NES do not and will not conflict with, or result in the violation by NES of, any existing provision of the laws of the State of Tennessee, or any existing order, rule or regulation of a court or other agency of government, and does not and will not conflict with, result in the violation of, or constitute a default under, any other existing agreement or instrument of which I have knowledge and to which NES or any of its property is bound.

(5) The obligations of NES under the 2021 Series A Bonds, the Continuing Disclosure Agreement, the Bond Resolution and the Bond Purchase Agreement have been duly authorized by NES and are and will constitute legal, valid and binding obligations of NES in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting the enforcement of creditors' rights or contractual obligations generally.

(6) There is no action (nor to my knowledge is there any legal basis therefor) or investigation (with respect to which notice has been given to NES) pending or to my knowledge threatened against NES before any court or administrative agency which questions the validity of the provisions of the Charter of the Issuer for the creation and operation of NES, in which there is a reasonable possibility of an adverse decision that would result in any material adverse change in the financial condition or operations of the Electric System of NES (after taking into consideration the insurance and self-insurance arrangements of NES), or which questions the validity of any proceeding taken by NES in connection with the 2021 Series A Bonds, or which in any way seeks to restrain, enjoin or adversely affect the issuance or delivery of the 2021 Series A Bonds, the fixing or collecting of rates and charges for the services of the Electric System, the pledge of the revenues of the Electric System to secure the payment of the 2021 Series A Bonds, the proceedings or authority under which the 2021 Series A Bonds are issued, the validity of the 2021 Series A Bonds, the right of NES to operate the Electric System or the application of the proceeds of the 2021 Series A Bonds to the purposes described in the Bond Resolution and the Power Board Resolution and as described in the Official Statement (as defined in the Bond Purchase Agreement).

(7) To my knowledge, NES is not in default in the performance, observance or fulfillment of any of the obligations, covenants or conditions contained in any other agreement or instrument to which it is a party where such default might have a material adverse effect upon the financial condition or operations of the Electric System of NES or might affect the ability of NES and the Issuer to repay the 2021 Series A Bonds, when issued.

(8) Other than the parity obligations described in the Official Statement, there are no other obligations of the Issuer or NES that have a lien on the Net Revenues on parity with the 2021 Series A Bonds.

(9) The defense of sovereign immunity is not available to NES in any proceedings to enforce any of the obligations of NES under the 2021 Series A Bonds.

Very truly yours,

29380096.2

PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2021

New Issue - Book-Entry Only

Ratings:

S&P: \_\_\_\_\_

Fitch: \_\_\_\_\_

(See "RATINGS" herein)

*In the opinion of Bond Counsel, under existing law, and assuming compliance with the tax covenants described herein, interest on the 2021 Series A Bonds is excluded from gross income for Federal income tax purposes and is not a specific preference item for purposes of the Federal alternative minimum tax. Furthermore, in the opinion of Bond Counsel, under existing law interest on the 2021 Series A Bonds is exempt from all state, county, and municipal taxation in the State of Tennessee, except franchise and excise taxes. See, however, "TAX EXEMPTION" herein regarding certain other tax considerations.*



THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

\$ \_\_\_\_\_ \* ELECTRIC SYSTEM REVENUE BONDS, 2021 SERIES A

Dated: Date of Delivery

Due: May 15 as shown on the inside cover\*

The \$ \_\_\_\_\_ \* Electric System Revenue Bonds, 2021 Series A (the "2021 Series A Bonds") of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") will be issued in fully registered form, without coupons, in denominations of \$5,000 or any integral multiple thereof, and when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the 2021 Series A Bonds. Individual purchases of the 2021 Series A Bonds will be made in book-entry form only. See "DESCRIPTION OF THE 2021 SERIES A BONDS – Book-Entry-Only System" herein.

Interest on the 2021 Series A Bonds will be payable semiannually on May 15 and November 15 of each year, commencing [November 15, 2021]. Ownership of the 2021 Series A Bonds will be registered on the registration books kept by Regions Bank, Nashville, Tennessee (the "Fiscal Agent"). Payment of principal, redemption price, if applicable, and interest will be made by the Fiscal Agent directly to Cede & Co., as nominee of DTC, and will be subsequently disbursed by DTC through the Direct Participants (as defined herein) and thereafter to Beneficial Owners (as defined herein). Purchasers will not receive physical delivery of the 2021 Series A Bonds. See "DESCRIPTION OF THE 2021 SERIES A BONDS – Book-Entry-Only System" herein.

The 2021 Series A Bonds are subject to redemption prior to maturity as described herein. See "DESCRIPTION OF THE 2021 SERIES A BONDS – Redemption" herein.

MATURITIES, AMOUNTS, INTEREST RATES, PRICE OR YIELD AND CUSIP NUMBERS – SEE INSIDE COVER

The 2021 Series A Bonds are being issued to finance the costs of acquisition, expansion and improvement of the Metropolitan Government's electric transmission and distribution system (the "Electric System") and to pay costs of issuance of the 2021 Series A Bonds. See "PLAN OF FINANCING" and "SOURCES AND USES" herein.

The 2021 Series A Bonds will be issued pursuant to the Bond Resolution and are limited obligations of the Metropolitan Government, payable from the Pledged Funds (as defined herein), including the Net Revenues (as defined herein) of the Metropolitan Government's Electric System, on a parity with the lien with respect to such Pledged Funds with certain Outstanding Bonds (as defined herein), Additional Bonds (as defined herein) and certain other obligations that may hereafter be issued on a parity of lien with respect to such Pledged Revenues, all as more fully described herein.

**The 2021 Series A Bonds are not general obligations of the Metropolitan Government, and no holder of the 2021 Series A Bonds shall ever have the right to compel the Metropolitan Government to exercise its taxing power to pay principal, redemption price of or interest on the 2021 Series A Bonds.** See "SECURITY FOR THE BONDS" and "Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" herein.

*The 2021 Series A Bonds are offered when, as and if issued by the Metropolitan Government, subject to approval as to legality by Bradley Arant Boult Cummings LLP, Nashville, Tennessee, Bond Counsel. Certain legal matters will be passed upon for the Electric Power Board of The Metropolitan Government of Nashville and Davidson County by Laura Smith, Esq., Vice President – General Counsel to the Board, and for the Underwriters by their counsel, Bass, Berry & Sims PLC, Nashville, Tennessee. Certain other legal matters will be passed upon for the Metropolitan Government by Robert Cooper, Director of Law. It is expected that the 2021 Series A Bonds will be available for delivery through the facilities of DTC in New York, New York on or about \_\_\_\_\_, 2021.*

Raymond James

Barclays  
J.P. Morgan

FHN Financial Capital Markets

Jefferies  
Loop Capital Markets

Dated \_\_\_\_\_, 2021

\* Preliminary, subject to change.

\$ \_\_\_\_\_ \* ELECTRIC SYSTEM REVENUE BONDS, 2021 SERIES A

<u>Maturity*</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.**</u>
5/15/2022	\$			
5/15/2023				
5/15/2024				
5/15/2025				
5/15/2026				
5/15/2027				
5/15/2028				
5/15/2029				
5/15/2030				
5/15/2031				
5/15/2032				
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5/15/2041				
5/15/2042				
5/15/2043				
5/15/2044				
5/15/2045				
5/15/2046				

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\* Preliminary, subject to change.

\*\* Copyright, American Bankers Association (the “ABA”). Initial CUSIP data herein are provided by CUSIP Global Services, which is managed on behalf of the ABA by S&P Global Market Intelligence, a division of S&P Global Inc. The CUSIP numbers listed above are being provided solely for the convenience of purchasers of the 2021 Series A Bonds only at the time of issuance of the 2021 Series A Bonds, and neither the Underwriter nor the Metropolitan Government makes any representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2021 Series A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2021 Series A Bonds.



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

Honorable John Cooper, Metropolitan County Mayor

Elizabeth Waites, Metropolitan Clerk  
Kevin Crumbo, Director of Finance  
Robert Cooper, Director of Law

### **ELECTRIC POWER BOARD**

Carolyn Schott, Chair  
Irma Paz-Bernstein, Vice Chair  
Clinton Gray  
Robert McCabe  
Michael Vandenberg

### **MANAGEMENT**

Decosta E. Jenkins, President and Chief Executive Officer  
Teresa Broyles-Aplin, Executive Vice President and Chief Financial Officer  
Laura Smith, Esq., Vice President – General Counsel

### **FINANCIAL ADVISOR**

PFM Financial Advisors LLC  
Arlington, Virginia

### **AUDITOR**

PricewaterhouseCoopers LLP  
Nashville, Tennessee

### **FISCAL AGENT**

Regions Bank  
Nashville, Tennessee

### **BOND COUNSEL**

Bradley Arant Boult Cummings LLP  
Nashville, Tennessee

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, this document, as the same may be supplemented or amended (collectively, the "Official Statement") from time to time, is an Official Statement with respect to the 2021 Series A Bonds described herein that is deemed final by the Metropolitan Government as of the date hereof (or of any such supplement or amendment). It is subject to completion with certain information to be established at the time of the sale of the 2021 Series A Bonds as permitted by Rule 15c2-12 of the Securities and Exchange Commission.

This Official Statement is furnished in connection with the sale of securities as referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. No dealer, broker, sales person or any other person has been authorized to give any information or make any representation, other than those contained herein, in connection with the offering of the 2021 Series A Bonds and, if given or made, such information or representation must not be relied upon. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy by any person in any jurisdiction in which it is unlawful for such person to make such offer or solicitation in such jurisdiction.

The information contained in this Official Statement has been obtained from the Electric Power Board of the Metropolitan Government of Nashville and Davidson County (the "Board"), the Metropolitan Government, the Tennessee Valley Authority, public documents and records and other sources considered to be reliable, but is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Underwriters. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information. In making an investment decision, investors must rely on their own examination of the Metropolitan Government, the Board and the terms of the offering, including the merits and risks involved.

The information and expressions of opinion herein are subject to change without notice. Neither the delivery of this Official Statement nor the sale of any of the 2021 Series A Bonds implies that there has been no change in the affairs of the Metropolitan Government, the Board or the Electric System or the other matters described herein since the date hereof.

IN CONNECTION WITH THE OFFERING OF THE 2021 SERIES A BONDS, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2021 SERIES A BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

NO REGISTRATION STATEMENT RELATING TO THE 2021 Series A BONDS HAS BEEN FILED WITH THE SECURITIES EXCHANGE COMMISSION (THE "SEC") OR ANY STATE SECURITIES AGENCY. THE 2021 Series A BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES AGENCY, NOR HAS THE SEC OR ANY STATE SECURITIES AGENCY PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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## OFFICIAL STATEMENT

Relating to

### THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

\$ \_\_\_\_\_ \* Electric System Revenue Bonds, 2021 Series A

## INTRODUCTION

This Official Statement (including the cover page hereof and the Appendices hereto) is furnished by The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") to provide information concerning the electric transmission and distribution system (the "Electric System") operated by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County (the "Board"), which does business as the Nashville Electric Service ("NES"), and the issuance of the Metropolitan Government's \$ \_\_\_\_\_ \* Electric System Revenue Bonds, 2021 Series A (the "2021 Series A Bonds") for the use and benefit of the Board.

*This Introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, more complete and detailed information contained in the entire Official Statement and incorporated by reference herein, including the cover page and the Appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and of the documents summarized or described herein. The offering of the 2021 Series A Bonds to potential investors is made only by means of the entire Official Statement, including the Appendices hereto. No person is authorized to detach this Introduction from the Official Statement or to otherwise use it without the entire Official Statement, including the Appendices hereto.*

The 2021 Series A Bonds are being issued by the Metropolitan Government under and pursuant to Chapter 34, Title 7, Tennessee Code Annotated, Sections 7-34-101 through 7-34-118, as amended (the "Act"), the Charter of the Metropolitan Government (the "Metropolitan Charter") which was approved by referendum on June 28, 1962, as amended, and a resolution of the Metropolitan Government adopted on November 5, 1985, entitled "Electric System Revenue Bond Resolution" as amended and supplemented (the "Bond Resolution"), including specifically, as supplemented by the Twenty-Ninth Supplemental Electric System Revenue Bond Resolution adopted by the Metropolitan Government on January 19, 2021 (the "Supplemental Resolution"). The 2021 Series A Bonds and all other bonds heretofore and hereafter issued under and pursuant to the Bond Resolution on a parity each with the other and Outstanding are hereinafter referred to as the "Bonds".

The 2021 Series A Bonds are being issued to finance the costs of acquisition, expansion and improvement of the Metropolitan Government's electric transmission and distribution system (the "Electric System") and to pay costs of issuance of the 2021 Series A Bonds. See "PLAN OF FINANCING" and "SOURCES AND USES" herein.

To the extent Outstanding, the following Bonds issued by the Metropolitan Government under the Bond Resolution have a lien on the Pledged Funds as described under the Bond Resolution: Electric System

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\* Preliminary, subject to change.

Revenue Refunding Bonds, 2008 Series B (the "2008 Series B Bonds"); Electric System Revenue Bonds, 2011 Series A (the "2011 Series A Bonds"); Electric System Revenue Refunding Bonds, 2011 Series B (the "2011 Series B Bonds"); Electric System Revenue Refunding Bonds, 2013 Series A (the "2013 Series A Bonds"); Electric System Revenue Bonds, 2014 Series A (the "2014 Series A Bonds"); Electric System Revenue Refunding Bonds, 2015 Series A (the "2015 Series A Bonds"); Electric System Revenue Bonds, 2017 Series A (the "2017 Series A Bonds"), and Electric System Revenue Refunding Bonds, 2017 Series B (the "2017 Series B Bonds" and, collectively with the 2008 Series B Bonds, the 2011 Series A Bonds, the 2011 Series B Bonds, the 2013 Series A Bonds, the 2014 Series A Bonds, the 2015 Series A Bonds, and 2017 Series A Bonds, the "Parity Debt Obligations"). See "PARITY DEBT OBLIGATIONS" herein. Prior to the delivery of the 2021 Series A Bonds, the Metropolitan Government intends to redeem the 2008 Series B Bonds and defease the 2011 Series A Bonds and 2011 Series B Bonds with available monies of the Board. See "PLAN OF FINANCING" herein.

The 2021 Series A Bonds, Parity Debt Obligations and all other Bonds issued under the Bond Resolution are limited obligations of the Metropolitan Government payable solely from and secured as to the payment of the principal, redemption price, if applicable, and interest thereon, in accordance with their terms, and the terms of the Bond Resolution, solely by a pledge of the Pledged Funds on a parity and equality of lien with respect to such Pledged Funds with the Parity Debt Obligations. Pledged Funds are defined in the Bond Resolution to include, among other sources, the Net Revenues of the Electric System. See "SECURITY FOR THE BONDS" and "Appendix D - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION" herein.

Unless otherwise defined herein or where the context would clearly indicate otherwise, capitalized terms used herein shall have the meaning set forth in the Bond Resolution. See "Appendix D - SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION". Copies of the Bond Resolution may be obtained from the office of the Executive Vice-President and Chief Financial Officer, Nashville Electric Service, 1214 Church Street, Nashville, Tennessee 37246; telephone (615) 747-3831.

**The 2021 Series A Bonds are not general obligations of the Metropolitan Government, and no holder of the 2021 Series A Bonds shall ever have the right to compel the Metropolitan Government to exercise its taxing power to pay the principal or redemption price of or interest on the 2021 Series A Bonds.**

## **PLAN OF FINANCING**

The proceeds of the sale of the 2021 Series A Bonds, together with all other available funds, will be used to finance all or a portion of the costs incurred in connection with the acquisition, expansion and improvement of the Electric System in accordance with the Board's capital improvement plan. For a discussion of the Board's construction program and additional financing requirements for the Electric System, see "CONSTRUCTION AND FINANCING PROGRAM" herein. See also "THE ELECTRIC SYSTEM – Capital Improvement Plan" herein. The Metropolitan Government through the Board will use the remaining proceeds of the 2021 Series A Bonds to pay costs of issuing the 2021 Series A Bonds.

As provided above, prior to the delivery of the 2021 Series A Bonds, the Metropolitan Government intends to redeem the 2008 Series B Bonds and defease the 2011 Series A Bonds and 2011 Series B Bonds with available monies of the Board. The Board first intends to redeem the 2008 Series B Bonds, which redemption will trigger the effectiveness of certain amendments to the Bond Resolution, including but not limiting to provisions allowing monies in the Debt Service Reserve Account to be released from the lien of the Bond Resolution and applied to authorized purposes under the Bond Resolution. After redemption of the 2008 Series B Bonds and the resulting release of monies held in the Debt Service Reserve Account, the Board intends to use the monies previously held in the Debt Service Reserve Account for the purpose of

defeating the 2011 Series A Bonds and the 2011 Series B Bonds. Upon redemption of the 2008 Series B Bonds and defeasance of the 2011 Series A Bonds and 2011 Series B Bonds, such 2008 Series B Bonds, 2011 Series A Bonds and 2011 Series B Bonds will no longer be considered Outstanding under the Bond Resolution and will no longer have a lien on the Pledged Funds as described under the Bond Resolution. See "SECURITY FOR THE BONDS" herein for additional information on the Debt Service Reserve Requirement, if any, for the 2021 Series A Bonds and for additional information on other amendments to the Bond Resolution that are effective upon the redemption of the 2008 Series B Bonds.

## **SOURCES AND USES OF FUNDS**

The sources and uses of funds are estimated as follows:

### Sources of Funds:

Bond Par Amount.....  
[Net] Reoffering Premium.....

Total Sources.....

### Uses of Funds:

Costs of Issuance.....  
Underwriters' Discount.....  
Deposit to Construction Fund.....

Total Uses.....

## **DESCRIPTION OF THE 2021 SERIES A BONDS**

### **Principal Amount, Interest, Maturity and Date**

The 2021 Series A Bonds will be issued as fully registered bonds in the aggregate principal amount of \$\_\_\_\_\_ \* and will be initially dated the date of delivery.

Interest on the 2021 Series A Bonds will be payable semiannually on May 15 and November 15 of each year, commencing [November 15, 2021], at the rates set forth on the inside cover page hereof. The 2021 Series A Bonds will mature on the dates set forth on the inside cover page hereof.

### **Redemption**

#### ***Optional Redemption***

The 2021 Series A Bonds are subject to redemption at the option of the Metropolitan Government, on the direction of the Board, on or after May 15, 20\_\_, in whole or in part at any time at a redemption price of 100% of par plus accrued interest to the redemption date.

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\* Preliminary, subject to change.



### ***Mandatory Redemption from Sinking Fund Installments***

The 2021 Series A Bond maturing May 15, 20\_\_ (the "2021 Series A Term Bond") is subject to mandatory redemption, in part, on each Sinking Fund Installment due date for the 2021 Series A Term Bond, at a redemption price equal to the principal amount thereof from the Sinking Fund Installments specified below. The following shall be the Sinking Fund Installments for the 2021 Series A Term Bond. Such Sinking Fund Installments shall be due on May 15 of each of the years set forth in the following table in the respective amounts set forth opposite such years:

2021 Series A Bond Due May 15, 20\_\_

<u>Year</u>	<u>Principal Amount</u>
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#### **\*\* Maturity**

If less than all of the 2021 Series A Bonds are to be so redeemed, the Board may select the maturity or maturities to be redeemed. If less than all of the 2021 Series A Bonds of any maturity are to be redeemed, the particular Bonds of such maturity or portions thereof to be redeemed shall be selected at random by the Fiscal Agent in such manner as the Fiscal Agent in its discretion may deem fair and appropriate. The portion of any Bond of a denomination of more than \$5,000 to be redeemed will be in the principal amount of \$5,000 or an integral multiple thereof, and in selecting portions of such Bonds for redemption, the Fiscal Agent will treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000.

### **Notice of Redemption**

Notice of the redemption of 2021 Series A Bonds shall be mailed by the Fiscal Agent, postage prepaid, not less than twenty-five days prior to the redemption date, to the registered holders of any 2021 Series A Bonds or portions of 2021 Series A Bonds to be redeemed, at their last addresses appearing upon the registration books of the Metropolitan Government, but failure to give any such notice by mail or any defect in any such notice shall not affect the validity of the proceedings for the redemption of any other 2021 Series A Bonds. Any notice that is mailed in the manner described in the preceding sentence shall be conclusively presumed to have been duly given, whether or not the registered holder receives such notice.

### **Effect of Redemption**

If, on the redemption date, moneys for the redemption of all the 2021 Series A Bonds to be redeemed, together with accrued interest to the redemption date, shall be held by the Paying Agent so as to be available therefore on the redemption date and if notice of redemption shall have been given as described above, the 2021 Series A Bonds or portions of 2021 Series A Bonds so called for redemption shall become due and payable at the applicable Redemption Price plus accrued interest; the interest on such 2021 Series A Bonds or portions of such 2021 Series A Bonds shall cease to accrue; the 2021 Series A Bonds or portions of 2021 Series A Bonds so called for redemption shall cease to be entitled to any benefit or security under the Bond Resolution; and the registered holders of such 2021 Series A Bonds or portions of such 2021 Series A Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price

thereof plus accrued interest and to receive 2021 Series A Bonds for any unredeemed portion of 2021 Series A Bonds.

### **Transfer and Exchange**

When in book-entry form, ownership of 2021 Series A Bonds held by DTC or its nominee, Cede & Co., may be transferred and exchanged in accordance with the rules and procedures of DTC.

When not in book-entry form, the 2021 Series A Bonds shall be transferable only upon the registration books of the Metropolitan Government, which shall be kept for such purpose at the principal corporate trust office of Regions Bank, Nashville, Tennessee (the "Bond Registrar"), by the registered holder thereof or by his attorney duly authorized in writing, upon surrender thereof together with an instrument of assignment duly executed by the registered holder or his duly authorized attorney, in form satisfactory to such Bond Registrar.

The 2021 Series A Bonds, upon surrender to the Bond Registrar, may, at the option of the registered holder thereof, be exchanged for an equal aggregate principal amount of registered 2021 Series A Bonds of any Authorized Denomination or Denominations.

The Metropolitan Government or the Bond Registrar may make a charge for every such exchange or transfer of 2021 Series A Bonds sufficient to reimburse it for any tax, fee or other governmental charge required to be paid, but no other charge shall be made to any registered holder for the privilege of exchanging or transferring 2021 Series A Bonds.

### **Book-Entry-Only System**

DTC will act as securities depository for the 2021 Series A Bonds. The 2021 Series A Bonds will be issued as fully-registered 2021 Series A Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered 2021 Series A Bond certificate will be issued for each maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P's rating of AA+.

The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of 2021 Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Series A Bonds on DTC's records. The ownership interest of each actual purchaser of 2021 Series A Bonds ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in 2021 Series A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in 2021 Series A Bonds, except in the event that use of the book-entry system for the 2021 Series A Bonds is discontinued.

To facilitate subsequent transfers, all the 2021 Series A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of 2021 Series A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of 2021 Series A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021 Series A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. BENEFICIAL OWNERS SHOULD MAKE APPROPRIATE ARRANGEMENTS WITH THEIR BROKER OR DEALER TO RECEIVE NOTICES (INCLUDING NOTICES OF REDEMPTION) AND OTHER INFORMATION REGARDING 2021 Series A BONDS THAT MAY BE SO CONVEYED TO DIRECT PARTICIPANTS AND INDIRECT PARTICIPANTS.

Redemption notices shall be sent to DTC. If less than all of the 2021 Series A Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2021 Series A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Metropolitan Government as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts 2021 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on 2021 Series A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Metropolitan Government or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Metropolitan Government or the Fiscal Agent, subject to any statutory or

regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Metropolitan Government or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to 2021 Series A Bonds at any time by giving reasonable notice to the Metropolitan Government or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, certificates for the 2021 Series A Bonds are required to be printed and delivered.

The Metropolitan Government may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the 2021 Series A Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Metropolitan Government believes to be reliable. The Metropolitan Government makes no representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

NEITHER THE METROPOLITAN GOVERNMENT, THE BOARD, THE BOND REGISTRAR NOR THE UNDERWRITER (OTHER THAN IN THEIR CAPACITY, IF ANY, AS A DIRECT PARTICIPANT OR AN INDIRECT PARTICIPANT) WILL HAVE ANY OBLIGATION TO THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO DTC'S PROCEDURES OR ANY PROCEDURES OR ARRANGEMENTS BETWEEN DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS AND BENEFICIAL OWNERS.

NEITHER THE METROPOLITAN GOVERNMENT NOR THE BOND REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS, BENEFICIAL OWNERS OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS FOR (1) SENDING TRANSACTION STATEMENTS; (2) MAINTAINING, SUPERVISING OR REVIEWING, THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT OR OTHER NOMINEES OF SUCH BENEFICIAL OWNERS; (3) PAYMENT OR THE TIMELINESS OF PAYMENT BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNER, OF ANY AMOUNT DUE IN RESPECT OF THE PRINCIPAL OF OR INTEREST ON 2021 SERIES A BONDS; (4) DELIVERY OR TIMELY DELIVERY BY DTC TO ANY PARTICIPANT, OR BY ANY PARTICIPANT OR OTHER NOMINEES OF BENEFICIAL OWNERS TO ANY BENEFICIAL OWNERS, OF ANY NOTICE (INCLUDING NOTICE OF REDEMPTION) OR OTHER COMMUNICATION WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO HOLDERS OR OWNERS OF 2021 Series A BONDS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF 2021 Series A BONDS; OR (6) ANY ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF 2021 SERIES A BONDS.

## **SECURITY FOR THE BONDS**

### **Pledge Under the Bond Resolution**

The 2021 Series A Bonds constitute Bonds as defined in the Bond Resolution. All Bonds are limited obligations of the Metropolitan Government payable solely from and secured as to the payment of the principal and Redemption Price thereof and interest thereon, in accordance with their terms and the

terms of the Bond Resolution, solely by a pledge of the Pledged Funds on a parity and equality of lien with respect to such Pledged Funds with Parity Debt Obligations which can include certain Credit/Liquidity Facility Obligations, in addition to Additional Bonds. Pledged Funds are defined in the Bond Resolution to be the Net Revenues of the Electric System and the moneys and Investment Securities held in all funds and accounts established under the Bond Resolution (other than the Rate Stabilization Account), and subject to application as provided in the Bond Resolution. See "Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION".

**The 2021 Series A Bonds are not general obligations of the Metropolitan Government, and no holder of the 2021 Series A Bonds shall ever have the right to compel the Metropolitan Government to exercise its taxing power to pay the principal or Redemption Price of or interest on the 2021 Series A Bonds.**

### **Debt Service Fund**

The Bond Resolution creates various funds and accounts, including the Debt Service Fund, which is held by the Fiscal Agent, and consists of the Debt Service Account and the Debt Service Reserve Account. All Revenues of the Electric System are deposited as received into the Revenue Fund, then monthly to the Operating Fund to provide for the next month's Operating Expenses, and then to the Debt Service Fund. See, Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – Establishment of Funds and Accounts – Application of Revenues".

#### ***Debt Service Account***

On or before each principal and interest payment date, the Fiscal Agent pays the Paying Agents all amounts required to pay debt service coming due on the Parity Debt Obligations and any Additional Bonds. See, Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – Application of Revenues – Debt Service Account".

#### ***Debt Service Reserve Account***

The Bond Resolution requires the Metropolitan Government to accumulate and maintain in the Debt Service Reserve Account an amount equal to the Debt Service Reserve Requirement. Amounts in the Debt Service Reserve Account are to be applied to make up any deficiencies in the Debt Service Account. In the event that there shall be any Debt Service Reserve Account Deficiency, the Debt Service Reserve Account is required to be restored from the General Reserve Fund, the Reserve Contingency Fund and the Subordinated Debt Fund, in that order. Amounts in the Debt Service Reserve Account in excess of the Debt Service Reserve Requirement (after taking into account any surety bond, insurance policy or letter of credit deposited therein pursuant to the Bond Resolution) shall be deposited in the Revenue Fund.

The Metropolitan Government adopted a supplemental resolution on October 18, 2011 providing for certain amendments to the Bond Resolution (each a "Resolution Amendment") that will become effective upon the redemption of the 2008 Series B Bonds. As provided herein, the Board intends to redeem the 2008 Series B Bonds prior to the delivery of the 2021 Series A Bonds. Upon redemption of the 2008 Series B Bonds as provided herein and in accordance with a Resolution Amendment, (i) the Debt Service Reserve Requirement, if any, may be established separately for each Series of Bonds and (ii) the Board intends to release the monies on deposit in the Debt Service Reserve Account from the lien of the Bond Resolution and apply such monies to the defeasance of the 2011 Series A Bonds and the 2011 Series B Bonds.

Upon effectiveness of said Resolution Amendment, the Debt Service Reserve Requirement applicable to the 2021 Series A Bonds will be as follows:

(1) So long as the Net Revenues for each fiscal year equal or exceed one hundred fifty percent (150%) of the Aggregate Debt Service for each such fiscal year, the Debt Service Reserve Requirement for the 2021 Series A Bonds shall be zero.

(2) If for any fiscal year the Net Revenues are less than one hundred fifty percent (150%) of the Aggregate Debt Service for such fiscal year, the Debt Service Reserve Requirement for the 2021 Series A Bonds shall be an amount equal to:

- (i) Ten percent (10%) of the greatest amount of Aggregate Debt Service for the 2021 Series A Bonds for any fiscal year if the Net Revenues for the previous fiscal year were less than one hundred fifty percent (150%), but were greater than or equal to one hundred forty percent (140%), of the Aggregate Debt Service for the previous fiscal year;
- (ii) Twenty percent (20%) of the greatest amount of Aggregate Debt Service for the 2021 Series A Bonds for any fiscal year if the Net Revenues for the previous fiscal year were less than one hundred forty percent (140%), but greater than one hundred thirty percent (130%), of the Aggregate Debt Service for the previous fiscal year;
- (iii) Thirty percent (30%) of the greatest amount of Aggregate Debt Service for the 2021 Series A Bonds for any fiscal year if the Net Revenues for the previous fiscal year were less than one hundred thirty percent (130%), but greater than or equal to one hundred twenty percent (120%), of the Aggregate Debt Service for the previous fiscal year;
- (iv) Forty percent (40%) of the greatest amount of Aggregate Debt Service for the 2021 Series A Bonds for any fiscal year if the Net Revenues for the previous fiscal year were less than one hundred twenty percent (120%), but greater than or equal to one hundred ten percent (110%), of the Aggregate Debt Service for the previous fiscal year; and
- (v) Fifty percent (50%) of the greatest amount of Aggregate Debt Service for the 2021 Series A Bonds for any fiscal year if the Net Revenues for the previous fiscal year were less than one hundred ten percent (110%) of the Aggregate Debt Service for the previous fiscal year.

Upon the issuance of the 2021 Series A Bonds, the Board anticipates that the Debt Service Reserve Requirement for the 2021 Series A Bonds will be zero. If for any fiscal year the Net Revenues are less than one hundred fifty percent (150%) of the Aggregate Debt Service for such fiscal year, the Debt Service Reserve Requirement for the 2021 Series A Bonds will be adjusted as provided above. See "Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – Definitions" and "– Debt Service Reserve Account."

### **Rate Covenant**

The Bond Resolution provides that the Board shall at all times establish and collect rates, fees and charges for the use or the sale of the output, capacity or service of the Electric System as shall be required in order that in each fiscal year the Net Revenues, together with other available Revenues plus the amount of any transfers from the Rate Stabilization Account to the Operating Fund during such fiscal year minus the amounts, if any, required by the Bond Resolution to be deposited from Net Revenues into the Debt Service Reserve Account, the Subordinated Debt Fund, the Reserve and Contingency Fund and the General Account during such fiscal year shall equal at least (i) the Aggregate Debt Service on the Bonds for such fiscal year, (ii) the Debt Service, if any, on any Credit/Liquidity Facility Obligations for such fiscal year, and (iii) the deposits made into the Rate Stabilization Account during such fiscal year, and in any event, as

shall be required, together with other available funds, to pay or discharge all other indebtedness, charges or liens whatsoever payable out of the Revenues under the Bond Resolution. Promptly upon any material change in the circumstances which were contemplated at the time such rates, fees and charges were most recently reviewed, but not less frequently than once in each fiscal year, the Board shall review the rates, fees and charges so established and shall promptly revise such rates, fees and charges as necessary to comply with the foregoing requirements, provided that such rates, fees and charges shall in any event produce moneys sufficient to enable the Metropolitan Government and the Board to comply with all their covenants under the Bond Resolution.

The Act requires the Metropolitan Government to prescribe and collect reasonable rates, fees or charges for the services, facilities and commodities of the Electric System, and revise such rates, fees or charges from time to time whenever necessary so that the Electric System shall be and always remain self-supporting. The rates, fees and charges prescribed shall be such as will produce revenue at least sufficient (a) to pay when due all Bonds and interest thereon, for the payment of which the Revenues of the Electric System is or shall have been pledged, charged or otherwise encumbered, including reserves therefor, and (b) to provide for all expenses of operation and maintenance of the Electric System, including reserves therefor.

Pursuant to the Metropolitan Charter, the Metropolitan Government has vested in the Board exclusive authority to prescribe and collect rates and charges for the Electric System obligations or indebtedness.

Upon the redemption of the 2008 Series B Bonds, a Resolution Amendment shall amend the Bond Resolution to provide that failure to comply with the rate covenant set forth in the Bond Resolution shall not constitute an Event of Default so long as the Board (i) shall, no later than sixty (60) days after discovering such non-compliance and in all events no later than sixty (60) days after receipt by the Board of audited financial statements for a particular fiscal year which show such non-compliance, retain the Consulting Engineer or another independent consultant or firm of consultants having a favorable reputation for skill and experience in the field of reviewing and recommending rates, fees and charges for electric systems (a “Qualified Independent Consultant”), for the purpose of reviewing the Electric System fees, rates, rents, charges and surcharges, (ii) shall either (A) implement the recommendations of such Qualified Independent Consultant with respect to fees, rates, rents, charges and surcharges for the Electric System necessary to comply with the rate covenant, or, (B) if the Qualified Independent Consultant shall be of the opinion that it would be impracticable at the time to charge such fees, rates, rents, charges and surcharges as would provide funds sufficient to comply with the rate covenant, impose such schedule of fees, rates, rents, charges and surcharges as in the opinion of such Qualified Independent Consultant will allow the Board to, as nearly as then practicable, comply with such rate covenant, and (iii) in any event shall be in compliance with such rate covenant no later than the end of the second fiscal year following the fiscal year in which such noncompliance requiring the engagement of the Qualified Independent Consultant occurred. As provided herein, it is anticipated that the 2008 Series B Bonds will be redeemed and, thus, the Resolution Amendments will be effective, prior to the date of the 2021 Series A Bonds. See “Appendix D – SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – Amendment”.

### **Additional Bonds**

Under the Bond Resolution, the Metropolitan Government may issue Bonds (“Additional Bonds”) in addition to the 2021 Series A Bonds and, to the extent Outstanding, the 2008 Series B Bonds, the 2011 Series A, the 2011 Series B Bonds, the 2013 Series A Bonds, the 2014 Series A Bonds, the 2015 Series A Bonds, the 2017 Series A Bonds and the 2017 Series B Bonds and ranking on a parity therewith as to security and payment for the purpose of paying all or a portion of the Cost of Acquisition and Construction of any part of the Electric System or for any other lawful purpose of the Board in connection with the Electric System. Neither the Metropolitan Government nor the Board shall issue or cause to be issued any

Additional Bonds unless an authorized representative of the Board (the “Authorized Board Representative”), files with the Fiscal Agent either (i) a certificate stating that the amount of Net Revenues during any twelve (12) consecutive months selected by the Board of the eighteen (18) months immediately preceding the issuance of said Additional Bonds were not less than one hundred twenty-five percent (125%) of the greatest amount of debt service scheduled to occur in any future fiscal year, with such debt service to be calculated to be the sum of (A) Adjusted Aggregate Debt Service in any future fiscal year on the then Outstanding Bonds and the Additional Bonds then proposed to be issued and (B) the debt service, if any, in any future fiscal year on any Credit/Liquidity Facility Obligations; provided, that, in the event that any adjustment in the rates, fees and charges collected by the Board for the services of the Electric System shall be effective at any time on or prior to the date of authentication and delivery of the Bonds then proposed to be issued, the Authorized Board Representative shall reflect in his certificate the Net Revenues he estimates would have been collected in such twelve month period if such new rates, fees and charges had been in effect for the entire twelve month period, or (ii) a certificate of a consulting engineer (the “Consulting Engineer”) stating that the Net Revenues for each of the full fiscal years in the period specified in the next sentence, as such Net Revenues are estimated by the Consulting Engineer in accordance with the Bond Resolution, shall be at least equal to one hundred forty percent (140%) of the sum of (A) the Adjusted Aggregate Debt Service and (B) the debt service, if any, on any Credit/Liquidity Facility Obligations for each such fiscal year, as estimated by the Consulting Engineer in accordance with the Bond Resolution. The period to be covered by such certificate of the Consulting Engineer shall be the period beginning with the fiscal year in which the series of Additional Bonds is authenticated and delivered and ending with the later of (a) the fifth full fiscal year after such date of authentication and delivery or (b) the first full fiscal year in which less than 10% of the interest coming due on Bonds estimated by the Consulting Engineer to be Outstanding is to be paid from deposits made from Bond proceeds in the Debt Service Account in the Debt Service Fund.

Under the Bond Resolution, the Metropolitan Government may issue bonds (“Refunding Bonds”) for the purpose of refunding: (i) any Outstanding Bonds; (ii) any subordinate debt; and (iii) any Credit/Liquidity Facility Obligations. Refunding Bonds issued to refund any Outstanding Bonds may be issued without complying with any earnings test whatsoever. Refunding Bonds issued for any other purpose shall comply with the earnings test described in the immediately preceding paragraph.

Upon the redemption of the 2008 Series B Bonds, Resolution Amendments shall amend the Bond Resolution to modify the ratio of historical Net Revenues to Debt Service necessary for the issuance of Additional Bonds from 125% to 110% and modify the ratio of projected Net Revenues to Debt Service necessary for the issuance of Additional Bonds from 140% to 110%. As provided herein, it is anticipated that the Resolution Amendments will be effective prior to the date of the 2021 Series A Bonds. See “Appendix D- SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION – Amendment.”

For a more extensive discussion of the terms and provisions of the Bond Resolution, the levels at which the funds and accounts established thereby are to be maintained and the purposes to which moneys in such funds and accounts may be applied, see “Appendix D- SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION.”

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## PARITY DEBT OBLIGATIONS

As of \_\_\_\_\_, 2021

The following are the projected debt service requirements for Bonds payable from Net Revenues of the Electric System following the issuance of the 2021 Series A Bonds and including the redemption of the 2008 Series B Bonds and defeasance of the 2011 Series A Bonds and 2011 Series B Bonds.\*

Year Ending 15- May	<u>Outstanding Debt Service</u>			<u>Plus Debt Service on 2021 Series A Bonds</u>			<u>Less Debt Service on 2008/2011 Bonds</u>			<u>Total Outstanding Debt Service</u>		
	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$37,690,000	\$24,705,513	\$62,395,513				\$18,175,000	\$3,879,950	\$22,054,950			
2022	38,995,000	22,835,888	61,830,888				6,890,000	2,986,075	9,876,075			
2023	40,920,000	20,910,963	61,830,963				7,210,000	2,666,400	9,876,400			
2024	31,965,000	18,880,150	50,845,150				6,525,000	2,321,087	8,846,087			
2025	33,240,000	17,281,900	50,521,900				3,750,000	1,994,837	5,744,837			
2026	34,750,000	15,764,187	50,514,187				4,855,000	1,807,337	6,662,337			
2027	28,585,000	14,179,362	42,764,362				0	1,589,612	1,589,612			
2028	30,010,000	12,750,112	42,760,112				0	1,589,612	1,589,612			
2029	31,510,000	11,249,612	42,759,612				0	1,589,612	1,589,612			
2030	18,655,000	9,674,112	28,329,112				0	1,589,612	1,589,612			
2031	19,580,000	8,741,362	28,321,362				2,010,000	1,589,612	3,599,612			
2032	21,340,000	7,790,000	29,130,000				5,490,000	1,516,750	7,006,750			
2033	22,410,000	6,723,000	29,133,000				5,765,000	1,242,250	7,007,250			
2034	16,695,000	5,602,500	22,297,500				6,050,000	954,000	7,004,000			
2035	17,530,000	4,767,750	22,297,750				6,355,000	651,500	7,006,500			
2036	18,410,000	3,891,256	22,301,256				6,675,000	333,756	7,008,756			
2037	12,325,000	2,970,750	15,295,750				0	0	0			
2038	12,935,000	2,354,500	15,289,500				0	0	0			
2039	13,585,000	1,707,750	15,292,750				0	0	0			
2040	6,525,000	1,028,500	7,553,500				0	0	0			
2041	6,850,000	702,250	7,552,250				0	0	0			
2042	7,195,000	359,750	7,554,750				0	0	0			
2043	0	0	0				0	0	0			
2044	0	0	0				0	0	0			
2045	0	0	0				0	0	0			
2046	0	0	0				0	0	0			
Total	<u>\$501,700,000</u>	<u>\$214,871,167</u>	<u>\$716,571,167</u>	-	-	-	<u>\$79,750,000</u>	<u>\$28,302,002</u>	<u>\$108,052,002</u>	-	-	-

\* Numbers may not total correctly due to rounding.

## **CONSTRUCTION AND FINANCING PROGRAM**

### **Construction Program**

The Board's construction program for the fiscal years ending June 30, 2021 through June 30, 2025 consists of capital improvements and construction of the transmission and distribution facilities described herein under "THE ELECTRIC SYSTEM." The estimated construction costs to be incurred by the Board in each of the fiscal years 2021 through 2025 and additional information on certain improvements are set forth herein under "THE ELECTRIC SYSTEM – Capital Improvement Plan." The Board believes that these cost estimates contain sufficient allowances for inflation, cost escalation and other possible increases. However, for a number of reasons, including unforeseen inflation, compliance with governmental procedures and regulations and changes in the Board's plan, actual costs may vary from the construction program estimates.

### **Financing Program**

Under the Board's current financing plans, the estimated construction costs shown in "THE ELECTRIC SYSTEM – Capital Improvement Plan" would be funded with proceeds from internally generated funds and from the proceeds of the 2021 Series A Bonds.

In the opinion of management of the Board, the monies described above will be sufficient to complete the financing of the Board's construction program through fiscal year 2023, including the construction costs summarized above, interest during construction and provisions for reserves, bond discount and other financing expenses. The Board anticipates issuing one or more additional Series of Bonds in 2024 to finance future capital needs.

In addition to the debt obligations described above, the Metropolitan Government, acting by and through the Board, has established a \$25 million non-revolving line of credit attached to its banking contract (the "2021 Line of Credit") with Pinnacle Bank for the purchase of electric power in case of a natural disaster. The 2021 Line of Credit became effective January 1, 2021 and expires on December 31, 2021. There have currently been no borrowings under the 2021 Line of Credit. Any borrowings under the 2021 Line of Credit will bear interest at a variable rate and will be secured by net revenues of the Electric System, subject to the prior pledge of said revenues in favor of the Bonds. In the event of a default in the terms of the 2021 Line of Credit, Pinnacle Bank has the option to accelerate payment of all amounts due under the 2021 Line of Credit. The Metropolitan Government, acting by and through the Board, intends to renew the 2021 Line of Credit upon its expiration. The Metropolitan Government, acting by and through the Board, has established similar lines of credit with one or more banks since fiscal year 2015 for the emergency purchase of power, and there were no borrowings in those prior fiscal years.

## **THE ELECTRIC POWER BOARD**

### **Organization and History**

The Board was established in 1939 as a separate administrative agency of the City of Nashville pursuant to Chapter 262 of the Private Acts of the Legislature of Tennessee for 1939 (amended by chapter 246 of the Private Acts of 1947 and is now Appendix III of the Charter of the Metropolitan Government) to exercise control and jurisdiction over the Electric System. In 1963, the Metropolitan Government was created, consolidating the governments of the City of Nashville and Davidson County. The provisions of the Charter of the City of Nashville relating to the Board were incorporated into the Metropolitan Charter, which took effect on April 1, 1963. In conducting the operations of the Electric System, the Board does business as Nashville Electric Service ("NES"). The principal objective of the Board is to deliver electric

power to the homes, businesses, and industries of the service area at the lowest possible cost while maintaining an efficient electrical distribution system with a strong financial base.

The Board is composed of five members appointed by the Metropolitan Mayor (the "Mayor") and confirmed by the Metropolitan Council (the "Council"). Members of the Board serve staggered five-year terms without pay with the Chairman and Vice Chairman elected for one-year terms by the Board. Pursuant to the Metropolitan Charter, the Board appoints the President and Chief Executive Officer and certain assistants. The President and Chief Executive Officer is responsible for the day-to-day operation of the Electric System, including the hiring of employees. Except for the appointment of Board members and approval of bond issues, neither the Mayor nor the Council, nor any other board, officer, or agency of the Metropolitan Government, has any control over the operation or management of the Electric System or the Board.

NES has no generating capacity and purchases all of its power from the Tennessee Valley Authority ("TVA") pursuant to a Power Contract dated December 19, 1977 (the "Power Contract"). The Power Contract had an initial term of 20 years, but beginning on December 19, 1987, and on each subsequent anniversary thereof, the contract has been and is automatically extended for additional one-year renewal terms beyond its then existing time of expiration. Prior to August 28, 2019, the Power Contract had been subject to earlier termination by either party on not less than ten (10) years' written notice. Effective August 28, 2019, a Long-Term Partnership Agreement with TVA (the "Long-Term Partnership Agreement") extended the termination notice period to twenty (20) years, provided, however, that if certain provisions regarding wholesale rate stability are not met by TVA, the termination notice period could revert back to ten (10) years. In exchange for an extended termination notice period, TVA reduced certain non-fuel wholesale rates by 3.1% and committed to collaborating on distribution power solutions. See "THE ELECTRIC SYSTEM" herein.

The Board maintains the funds, accounts, and records relating to the Electric System separate and distinct from all other funds of the Metropolitan Government.

## **Board Members**

**Ms. Carolyn W. Schott**, *Chair*, has been a member of the Board since 2015. Ms. Schott is a tax attorney with Sherrard, Roe, Voigt & Harbison, PLC. She is licensed as an attorney in Tennessee and Michigan and a member of the American, Tennessee and Nashville Bar Associations. She advises businesses and individuals in federal and state tax planning, strategy and controversy, estate planning, probate and trust litigation, and state and local tax administrative proceedings and appeals. Her experience includes counsel to companies in the transportation, communications and energy industries before state revenue agencies and local tax assessors. In addition, she regularly counsels nonprofit entities and tax-exempt organizations, including public charities, private foundations, trade and professional associations, and religious and educational organizations on business planning, regulatory compliance, and tax exemption qualification at both federal and state levels. Her current term on the Board expires in 2021.

**Ms. Irma Paz-Bernstein**, *Vice Chair*, has been a member of the Board since 2013. She is co-owner of Las Paletas, which produces gourmet frozen treats similar to an ice pop. She is a native of Guadalajara, Mexico and graduated from the UNIVA in Guadalajara, Mexico in 1992 and then continued her studies at the University of California – Los Angeles, where she started her professional life as a television producer. She started her career as an entrepreneur in Nashville, opening Las Paletas 15 years ago. Her current term on the Board expires in 2022.

**Mr. Clinton Gray**, *Board Member*, has been a member of the Board since 2019. He owns GT Services, a warehousing, logistics, transportation and staffing company, as well as Soon LLC, a hospitality

company that owns and operates several restaurants, bars and event spaces around the country, including notably Slim + Husky's Pizza Beeria. A Nashville native, Mr. Gray obtained both his Bachelor's degree and Master's degree in Business Administration from Tennessee State University. An avid volunteer, he often donates both his time and resources to local communities. His current term on the Board expires in 2024.

**Mr. Robert McCabe**, *Board Member*, has been a member of the Board since 2009. He serves as Chairman of Pinnacle Financial Partners and is currently the Audit Committee Chair of National Health Investors. His numerous civic involvement activities include serving on the Nashville Chamber of Commerce Board, Partnership 2020, Nashville Downtown Partnership, Boy Scouts of America, Cheekwood, and many others. He is past Vice-Chairman of the Board and past Board Chair of Ensworth School and The Nashville Symphony. His current term on the Board expires in 2023.

**Mr. Michael Vandenberg**, *Board Member*, has been a member of the Board since 2020. He is the David Daniels Allen Distinguished Chair of Law at Vanderbilt University Law School, Director of the Climate Change Research Network, and Co-Director of the Energy, Environment and Land Use Program. An award-winning teacher and author, Mr. Vandenberg has written numerous publications on private environmental governance and household energy use. His book with physicist Jonathan Gilligan, *BEYOND POLITICS: THE PRIVATE GOVERNANCE RESPONSE TO CLIMATE CHANGE*, was identified in the ENVIRONMENTAL FORUM as one of the top environmental law and policy books of the last 50 years. Prior to joining the Vanderbilt faculty, Mr. Vandenberg was a partner at Latham & Watkins in Washington, D.C. and served as Chief of Staff of the Environmental Protection Agency from 1993-95. He is a member of the Board on Environmental Change and Society of the National Academies of Science, Engineering and Medicine and of the American College of Environmental Lawyers. His current term on the Board ends in 2025.

## Management

**Mr. Decosta E. Jenkins, CPA**, *President and Chief Executive Officer*, has served as President and Chief Executive Officer since 2004. Prior to his promotion, he was the Senior Vice President and Chief Financial Officer and Secretary/Treasurer to the Board. He has been with NES since July 1991. Before joining NES, Mr. Jenkins worked for 11 years with Deloitte & Touche LLP, a national accounting and consulting firm, where he worked in the audit department with both public and private entities. During his time at Deloitte, he assisted companies in accounting and auditing matters, mergers and acquisitions, and filings with the Securities and Exchange Commission including two initial public offerings. He is a graduate of the University of Tennessee with a Bachelor of Science in Accounting and is a member of the American Institute of Certified Public Accountants. He also has an Associates of Science Degree in Electrical Engineering Technology from Penn Foster College.

Mr. Jenkins serves on the board of Truxton Trust Corporation and is Chairman of the Audit and Ethics Committee and serves on the Credit Committee for the company. He also serves on the University of Tennessee Board of Trustees and the Audit and Compliance Committee of the Board of Trustees. His community involvement includes serving on the boards of the Community Foundation of Middle Tennessee, Seven States Power Corporation, The Nashville Chamber of Commerce, and the YMCA Middle Tennessee. He is a past Chairman of the Board of the American Public Power Association ("APPA"). He also continues to serve on a number of local, regional and national committees addressing civic, energy and climate issues and is a member of the APPA CEO Climate Change and Generation Policy Task Force and the Tennessee Valley Authority's Customer Planning Council. He was also recently appointed by the Mayor of the Metropolitan Government to the Livable Nashville Committee.

**Ms. Teresa Broyles-Aplin, CPA, Executive Vice President and Chief Financial Officer**, has been with NES since 2006. Her responsibilities include financial reporting, budgeting, supply chain management, fleet, customer service, information technology, and the pension administration. Ms. Broyles-Aplin also serves as the Secretary/Treasurer of the Electric Power Board. Prior to joining NES, Ms. Broyles-Aplin spent approximately 9 years in public accounting with most of that time in the assurance and advisory practice of Deloitte & Touche LLP. While working at Deloitte, she served as the lead manager on the NES audit. Ms. Broyles-Aplin provided consultation services in connection with bond offerings and pension accounting for Metropolitan Nashville Airport Authority, Metropolitan Government of Nashville and Davidson County, and Nashville Electric Service. She has also led the internal audit departments of two publicly-traded companies.

Ms. Broyles-Aplin graduated from Belmont University with a Master of Accountancy and from Austin Peay State University with a Bachelor of Business Administration. She has acted as a subject-matter expert and guest speaker for educational seminars on the topic of Sarbanes-Oxley compliance and risk management. She has also served on the Board of Directors, the Executive Committee, and as the chair of the Finance and Audit Committee for the Nashville Area Chamber of Commerce. Ms. Broyles-Aplin has been awarded the Belmont Massey Graduate School Distinguished Graduate Award and the Chief Financial Officer of the Year award by the *Nashville Business Journal*.

**Ms. Laura Smith, Esq., Vice President – General Counsel**, joined NES in July 1993. She has held several positions in the Legal and Corporate Affairs departments and today oversees all internal and external legal matters, governmental relations, community involvement, and strategic and business continuity planning for NES. Ms. Smith graduated from the University of Florida with a B.A. in Political Science and received her J.D. from the University of Florida College of Law. She has served on the Board of Directors for the Nashville Bar Association and has been named a Fellow of both the Nashville Bar Foundation and the Tennessee Bar Foundation. She is a past president of the Nashville Bar Association.

Active in community endeavors, Ms. Smith has served as president or chair of The Women's Fund of the Community Foundation of Middle Tennessee, FiftyForward, CABLE, Big Brothers of Nashville, WIN, Girl Scouts of Middle Tennessee and the Nashville Women's Political Caucus. She currently serves on the boards of the Center for Nonprofit Management and the Women's Political Collaborative of Tennessee.

Only the Chair, Vice-Chair, and Board members, as designated above, have a vote on matters before the Board.

## **THE ELECTRIC SYSTEM**

The Electric System was established in 1939 through the purchase of certain properties of the Tennessee Electric Power Company by the city of Nashville. Pursuant to the Metropolitan Charter, the Electric System is owned by the Metropolitan Government and operated by the Board.

### **Service Area**

According to the 2018 Public Power Statistical Report, a periodic publication of the APPA, NES is the ninth largest public electric utility in America based on electric revenues and the largest public electric utility in America based on customers served. In addition, NES is the seventeenth largest public electric utility in America based on megawatt-hour sales. The service area of the Electric System covers approximately 700 square miles and includes Davidson County and small portions of the adjacent counties of Cheatham, Rutherford, Robertson, Sumner, Wilson and Williamson Counties. The major portions of the

adjacent counties listed above are served by cooperative utilities. On June 30, 2020, the Board served approximately 416,000 customers – 374,000 residential and the remaining being commercial, industrial and municipal customers. In fiscal year 2020, residential customers accounted for 41.6 percent of kilowatt-hour sales and 45.4 percent of total operating revenue. Commercial, industrial and municipal customers accounted for 57.3 percent of kilowatt-hour sales and 52.9 percent of total operating revenue for fiscal year 2020. Street and highway lighting accounted for the remainder of kilowatt-hour sales and 1.7 percent of total operating revenue for fiscal year 2020. Miscellaneous revenues and pole attachment sales accounted for the remainder of total operating revenue for this period. On October 31, 2020, the Board served approximately 418,000 customers – 375,000 residential with the remaining being commercial, industrial and municipal customers. For the four months ended October 31, 2020, residential customers accounted for approximately 42.0 percent of kilowatt-hour sales and 45.4 percent of total operating revenue. During this same period, commercial, industrial and municipal customers accounted for 57.0 percent of kilowatt-hour sales and 51.5 percent of total operating revenue. Street and highway lighting accounted for the remainder of kilowatt-hour sales and 1.6 percent of total operating revenue for this period. Miscellaneous revenue accounted for the remainder of total operating revenue.

### **Source of Electric Power**

As previously noted, NES has no generating capacity and purchases all of its power from TVA, an agency of the United States Government established in 1933 to develop the resources of the Tennessee Valley. TVA provides electric power to most of Tennessee, northern Alabama, northeastern Mississippi, and southwestern Kentucky. It also supplies power to small areas of Georgia, North Carolina and Virginia. TVA is the nation's largest public power company, providing power to approximately 10 million residents. TVA also maintains a navigable channel for the Tennessee River, performs flood control on the same river along with assistance to flood control on two other rivers, develops and introduces improved soil fertilizers, and encourages agricultural and industrial development and better forestry in the region. TVA's operations fall into two classes: power and non-power. Most of its revenues and assets are provided by the power program. TVA is a self-supporting entity.

The Power Contract provides that the Board may sell power to all customers in its service area, except federal installations having contract demands greater than 5,000 kW and large customers as determined by a calculation outlined in TVA's Industrial Service Policy whom TVA may serve directly. At the present time, TVA does not directly serve any customer located within the service area of the Electric System.

The Power Contract contains provisions that establish the wholesale rates, retail rates and terms and conditions under which power is to be purchased by TVA and distributed to the customers of NES. Under the Power Contract, TVA, on a monthly basis, may determine and make adjustments in the wholesale rate schedule with corresponding adjustments in retail rate schedules necessary to enable TVA to meet all requirements of the Tennessee Valley Authority Act of 1933, as amended (the "TVA Act"), and the tests and provisions of TVA's bond resolutions.

The Electric System receives its power from TVA at 27 delivery points. The total rated capacity for these 27 delivery points is 6,203 megavolt amperes, providing a substantial margin over the Electric System's highest demand of 2,712 megawatts on August 9, 2007.

TVA generates much of the electrical power and energy distributed to its distributors, including NES, but also purchases some of its electrical power and energy from third parties. The TVA system includes nuclear plants, fossil plants, hydroelectric plants, combustion-turbine plants, solar sites, a wind-energy site, and a methane gas facility. TVA transmits the electrical power and energy over its transmission system and sells such power and energy at wholesale rates to its distributors, of which NES is one. TVA

also directly serves a limited number of large customers and federal installations. The power sold to the Board is not supplied by one specific generating facility but from the entire TVA system.

The Power Contract provides that TVA shall make every reasonable effort to increase the generating capacity of its system and to provide the transmission facilities required to deliver output thereof so as to be in a position to supply additional power when and to the extent needed by the Board. Neither TVA nor the Board is liable for breach of contract if the availability or use of power is interrupted or curtailed or either is prevented from performing under the Power Contract by circumstances reasonably beyond their control. The amount of power supplied by TVA and the contractual obligation to supply such power are limited by the capacity of TVA's generating and transmission facilities and the availability of power purchased from other generating facilities. The cost and availability of power to the Board may be affected by, among other things, factors relating to TVA's nuclear program, fuel supply, environmental considerations such as stricter emissions standards and future legislation regulating the use of fossil fuel, changes in TVA's wholesale rate design, the construction and financing of future generating and transmission facilities, weather conditions and other factors relating to TVA's ability to supply the power demands of its customers, including NES. NES cannot determine with any precision its future cost of wholesale power purchased from TVA, and the Board's wholesale power costs could be impacted by any combination of the above or other factors.

For more information concerning TVA, its generation capacity and its financial condition, including some of those factors discussed above, see the annual, quarterly and current reports filed by TVA with the Securities and Exchange Commission ("SEC"). Annual financial information about TVA can be found in TVA's Annual Report filed on Form 10-K. Interim financial information can be found in TVA's Quarterly Reports filed on Form 10-Q. Additional information may be found from time to time on TVA's Current Reports filed on Form 8-K. You may read and copy any of these documents at the SEC's public reference room in Washington, D.C. Please call the SEC at 1-800-SEC-0330 for further information about the public reference room. In addition, TVA's SEC filings are available to the public from the SEC's website at [www.sec.gov](http://www.sec.gov) and from TVA's website at [www.tva.gov](http://www.tva.gov). **Information contained in these reports and on TVA's website shall not be deemed to be incorporated into, or to be a part of, this Official Statement.**

## **Electric Rates**

The Power Contract establishes the retail rates that NES and other distributors charge the ultimate power consumers. These rates are revised from time to time to reflect changes in costs, including changes in the wholesale cost of power and distribution costs. While the wholesale rates are uniformly applicable to all distributors of TVA power under the present power contracts with distributors such as NES, the retail rates will vary among distributors of TVA power depending upon the respective distributor's retail customer distribution costs. The rates of TVA for the sale of electric power in the TVA region and its contracts with distributors, including NES, are structured with the intent to achieve the TVA Act's objective of the distributors of TVA power, including NES, to operate the respective distribution systems on a nonprofit basis and to provide a wide and ample supply of power at the lowest feasible rates.

The Power Contract provides that NES will use its gross revenues from its electric operations to pay for, in the following order, (1) current operating expenses; (2) current payment of interest and debt, including sinking fund payments, when due; (3) reasonable reserves for renewals, replacements, contingencies, and working capital; and (4) payments-in-lieu-of-taxes. Any revenues remaining over and above the preceding requirements are considered to be surplus, under the terms of the Power Contract, and may be used for Electric System construction or retirement of Electric System indebtedness before maturity. Within certain parameters of discretion concerning various factors affecting the earnings of NES and its future financial needs, rates and charges are to be reduced to practicable levels.

NES's retail rates are subject to TVA's review and approval under the provisions, terms and conditions of the Power Contract. The Power Contract provides for revisions to the retail rates that may be charged by NES when necessary to permit NES to operate on a self-supporting and financially sound basis. NES is not aware of any pending legislation that would propose to make its retail electric rates subject to regulation by any third party or agency other than TVA. The Power Contract further provides that if the retail rates set forth therein do not provide sufficient revenues for the operation and maintenance of the Electric System on a self-supporting, financially-sound basis, including debt service, TVA and NES shall agree to changes in rates to provide increased revenues. Similarly, if the rates and charges produce excess revenues, the Power Contract provides that the parties will agree to appropriate reductions. Since the date of the Power Contract, the wholesale and retail rates have been adjusted from time to time.

Effective October 2016, TVA approved a 2.6% adjustment to wholesale base power rates. This wholesale base rate adjustment resulted in an increase to NES retail rates by approximately \$13.8 million or 1.5% to recover the increased cost of purchased power. Effective October 2017, TVA adjusted wholesale base power rates by 2.4%. In conjunction with the TVA rate increase, the Board raised retail rates by 3.0%, which resulted in increased annual revenues of approximately \$54.1 million. Effective October 2018, TVA approved a 2.4% adjustment to wholesale base power rates, which resulted in an increase to NES retail rates of 1.5% or approximately \$17.8 million. Effective September 2019, TVA approved a 3.1% decrease to wholesale base power rates, and NES retail rates remained constant. Effective October 2020, TVA decreased wholesale base power rates by 2.5% which resulted in a decrease to NES retail rates of 1.0% or approximately \$10.5 million. The following table summarizes TVA's and NES's wholesale and retail rate adjustments since 2016.

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### TVA/NES Historical Rate Increase/Decrease

Month	NES Retail Increase	TVA Retail Impact Increase (Decrease)	TVA Wholesale Increase (Decrease)
October 2016	0.0%	1.5%	2.6%
October 2017	3.0%	1.5%	2.4%
October 2018	0.0%	1.5%	2.4%
September 2019	0.0%	0.0%	(3.1%) <sup>(1)</sup>
October 2020	0.0%	(1.0%) <sup>(2)</sup>	(2.5%) <sup>(2)</sup>

(1) Rate was reduced as part of the Long-Term Partnership Agreement with TVA. See "THE ELECTRIC POWER BOARD – Organization and History" herein for more information on the Long-Term Partnership Agreement.

(2) Rate was reduced as part of COVID-19 relief. See "COVID-19 AND OTHER EVENTS" herein for more information regarding the impact of COVID-19 to rates and the Pandemic Relief Program.

Source: Nashville Electric Service.

Effective April 2011, TVA implemented a seasonal Time-of-Use (TOU) wholesale rate structure. With the TOU rate structure, TVA provides distributors with a monthly wholesale power cost invoice, calculated by applying the respective rates detailed below to usage measured at TVA's wholesale metering points. All usage measured from the 65 separate wholesale metering points are combined by TVA and billed as a single wholesale meter. Qualifying industrial and commercial customer loads are removed from the total wholesale system load being billed on the TOU rate structure. The qualifying industrial and commercial customer loads are billed separately under a time-differentiated rate structure.

In addition, TVA applies a monthly fuel cost adjustment ("FCA") to TVA's wholesale rates based upon changing fuel and purchased power costs. The FCA for each month can either increase or decrease electric bills. The FCA is a pass-through to the Electric System's customers and does not directly affect the Electric System's operating income.

In addition to seasonal TOU energy (kilowatt-hour), demand (kilowatt), and FCA charges, TVA added a fixed cost recovery component to the wholesale rate structure effective October 2018. Designed to be revenue neutral, TVA reduced wholesale energy rates by \$0.005 while implementing an offsetting flat, monthly Grid Access Charge ("GAC"). The GAC is based on the average of NES's annual energy (kilowatt) load during TVA's previous five fiscal years and is recalculated annually.

Over the last several years, TVA and distributors have worked collaboratively to develop a Strategic Pricing Plan ("SPP") that focuses on TVA's long-term pricing strategy. The SPP serves as a guide for the long-term direction of TVA's wholesale rates and provides distributors the knowledge needed to make future business decisions and evaluate technology investments. As part of the SPP, effective October 2015, TVA changed the wholesale rate structure to send improved pricing signals that are more reflective of TVA's embedded (fixed) and marginal (variable) costs. Additionally, the wholesale rate structure provides more dynamic pricing and encourages technology investment through pricing and assistance with interval metering and data management.

As a result to the wholesale rate change, retail customers experience seasonal rates which have different prices during different seasons of the year. The following are the electric rates effective October 31, 2020, including the FCA.

Wholesale Time of Use Rates Effective October 31, 2020 (including FCA)<sup>1</sup>

<u>Standard Wholesale</u>	<u>U.S. DOLLARS</u>
Summer Season	
Demand Charge (per kW)	
Onpeak kW	8.26
Max kW	3.04
Energy Charge (per kWh)	
Onpeak kWh	0.05170
Offpeak kWh	0.02970
TVA Grid Access Charge	
Optional Grid Access Charge	0.01500
Grid Access Charge*	0.00512
Winter Season	
Demand Charge (per kW)	
Onpeak kW	7.31
Max kW	3.04
Energy Charge (per kWh)	
Onpeak kWh	0.04135
Offpeak kWh	0.03135
TVA Grid Access Charge	
Optional Grid Access Charge	0.01500
Grid Access Charge*	0.00512
Transition Season	
Demand Charge (per kW)	
Onpeak kW	7.31
Max kW	3.04
Energy Charge (per kWh)	
Onpeak kWh	0.03198
Offpeak kWh	0.03198
TVA Grid Access Charge	
Optional Grid Access Charge	0.01500
Grid Access Charge*	0.00512
All seasons	
3.1% Long Term Partnership Reduction	
2.5% Pandemic Credit: October 2020 through September 2021	

<sup>1</sup> The above rates include TVA's October 2020 Fuel Cost Adjustment (FCA). This adjustment is revised monthly. For October 2020, the Standard Service wholesale FCA rate was \$(0.00423). The Time Differentiated Hours Use of Demand wholesale FCA rates for General Service and Manufacturing Service were \$(0.00431) and \$(0.00444), respectively.

**Time Differentiated Hours Use of Demand (TDHUD) (Time of Use Service)****U.S. DOLLARS****TDHUD GSA (General Service) (Demand = 1,001 - 5,000 kW)**

## Summer Season

On-Peak kW	10.63
Maximum Demand Charge	4.10
Energy Charge - On Peak	0.09246
Energy Charge - Off Peak First 200 hours	0.05994
Energy Charge - Off Peak Next 200 hours	0.01870
Energy Charge - Off Peak Additional kWh	0.01576

## Winter Season

On-Peak kW	9.70
Maximum Demand Charge	4.10
Energy Charge - On Peak	0.07762
Energy Charge - Off Peak First 200 hours	0.06282
Energy Charge - Off Peak Next 200 hours	0.01870
Energy Charge - Off Peak Additional kWh	0.01576

## Transition Season

On-Peak kW	9.70
Maximum Demand Charge	4.10
Energy Charge - On Peak	0.06398
Energy Charge - Off Peak First 200 hours	0.06398
Energy Charge - Off Peak Next 200 hours	0.01870
Energy Charge - Off Peak Additional kWh	0.01576

**TDHUD GSB (Demand = 5,001 - 15,000 kW)**

## Summer Season

On-Peak kW	10.55
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.07747
Energy Charge - Off Peak First 200 hours	0.05328
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

## Winter Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.06644
Energy Charge - Off Peak First 200 hours	0.05543
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

## Transition Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.05297
Energy Charge - Off Peak First 200 hours	0.05297
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

**TDHUD GSC (Demand = 15,001 - 25,000 kW)**

## Summer Season

On-Peak kW	10.55
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.07747
Energy Charge - Off Peak First 200 hours	0.05328
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

## Winter Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.06644
Energy Charge - Off Peak First 200 hours	0.05543
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

## Transition Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.05297
Energy Charge - Off Peak First 200 hours	0.05297
Energy Charge - Off Peak Next 200 hours	0.01971
Energy Charge - Off Peak Additional kWh	0.01640

**TDHUD GSD (Demand = > 25,000 kW)**

## Summer Season

On-Peak kW	10.55
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.07747
Energy Charge - Off Peak First 200 hours	0.05328
Energy Charge - Off Peak Next 200 hours	0.01860
Energy Charge - Off Peak Additional kWh	0.01640

## Winter Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.06644
Energy Charge - Off Peak First 200 hours	0.05543
Energy Charge - Off Peak Next 200 hours	0.01860
Energy Charge - Off Peak Additional kWh	0.01640

## Transition Season

On-Peak kW	9.61
Maximum Demand Charge	4.09
Energy Charge - On Peak	0.05297
Energy Charge - Off Peak First 200 hours	0.05297
Energy Charge - Off Peak Next 200 hours	0.01860
Energy Charge - Off Peak Additional kWh	0.01640

**U.S. DOLLARS****TDHUD MSA (Manufacturing) (Demand = 1,001 - 5,000 kW)**

## Summer Season

On-Peak kW	9.94
Maximum Demand Charge	2.49
Energy Charge - On Peak	0.06822
Energy Charge - Off Peak First 200 hours	0.04395
Energy Charge - Off Peak Next 200 hours	0.01732
Energy Charge - Off Peak Additional kWh	0.01485

## Winter Season

On-Peak kW	9.00
Maximum Demand Charge	2.49
Energy Charge - On Peak	0.05714
Energy Charge - Off Peak First 200 hours	0.04611
Energy Charge - Off Peak Next 200 hours	0.01732
Energy Charge - Off Peak Additional kWh	0.01485

## Transition Season

On-Peak kW	9.00
Maximum Demand Charge	2.49
Energy Charge - On Peak	0.04697
Energy Charge - Off Peak First 200 hours	0.04697
Energy Charge - Off Peak Next 200 hours	0.01732
Energy Charge - Off Peak Additional kWh	0.01485

**TDHUD MSB (Manufacturing) (Demand = 5,001 - 15,000 kW)**

## Summer Season

On-Peak kW	9.94
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.07021
Energy Charge - Off Peak First 200 hours	0.04594
Energy Charge - Off Peak Next 200 hours	0.01711
Energy Charge - Off Peak Additional kWh	0.01464

## Winter Season

On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.05914
Energy Charge - Off Peak First 200 hours	0.04811
Energy Charge - Off Peak Next 200 hours	0.01711
Energy Charge - Off Peak Additional kWh	0.01464

## Transition Season

On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.04895
Energy Charge - Off Peak First 200 hours	0.04895
Energy Charge - Off Peak Next 200 hours	0.01711

	<b><u>U.S. DOLLARS</u></b>
Energy Charge - Off Peak Additional kWh	0.01464
<b>TDHUD MSC (Demand = 15,001 - 25,000 kW)</b>	
Summer Season	
On-Peak kW	9.94
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.06912
Energy Charge - Off Peak First 200 hours	0.04484
Energy Charge - Off Peak Next 200 hours	0.01848
Energy Charge - Off Peak Additional kWh	0.01848
Winter Season	
On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.05804
Energy Charge - Off Peak First 200 hours	0.04700
Energy Charge - Off Peak Next 200 hours	0.01848
Energy Charge - Off Peak Additional kWh	0.01848
Transition Season	
On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.04785
Energy Charge - Off Peak First 200 hours	0.04785
Energy Charge - Off Peak Next 200 hours	0.01848
Energy Charge - Off Peak Additional kWh	0.01848
<b>TDHUD MSD (Demand = &gt; 25,000 kW)</b>	
Summer Season	
On-Peak kW	9.94
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.06691
Energy Charge - Off Peak First 200 hours	0.04264
Energy Charge - Off Peak Next 200 hours	0.01684
Energy Charge - Off Peak Additional kWh	0.01627
Winter Season	
On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.05583
Energy Charge - Off Peak First 200 hours	0.04479
Energy Charge - Off Peak Next 200 hours	0.01684
Energy Charge - Off Peak Additional kWh	0.01627
<b><u>U.S. DOLLARS</u></b>	
Transition Season	
On-Peak kW	9.00
Maximum Demand Charge	1.22
Energy Charge - On Peak	0.04564
Energy Charge - Off Peak First 200 hours	0.04564
Energy Charge - Off Peak Next 200 hours	0.01684
Energy Charge - Off Peak Additional kWh	0.01627

\*TVA's fixed cost recovery charge, the basis of which is a rolling five-year average of NES standard service load ending each October.

NES Retail Rates Effective October 31, 2020 (with FCA included)

**RS Residential**

**U.S. DOLLARS**

Customer Charge (per delivery point per month)

Between 0 – 500 kWh *	11.50
Between 501 – 2,000 kWh *	14.90
Between 2,001 – 4,000 kWh *	18.90
Equal to and above 4,001 kWh *	29.40

TVA Grid Access Charge (per delivery point per month)

12 Month Average kWh between 0 – 500 kWh	4.10
12 Month Average kWh between 501 – 2,000 kWh	6.66
12 Month Average kWh between 2,001 – 4,000 kWh	6.66
12 Month Average kWh Equal to and above 4,001 kWh	7.17

Summer Season - Energy Charge (per kWh) \*\* 0.09690

Winter Season - Energy Charge (per kWh) \*\* 0.09376

Transition Season - Energy Charge (per kWh) \*\* 0.09177

**SRS Supplemental Residential**

Customer Charge (per delivery point per month)

Between 0 – 500 kWh *	15.10
Between 501 – 2,000 kWh *	18.50
Between 2,001 – 4,000 kWh *	22.50
Equal to and above 4,001 kWh *	33.00

TVA Grid Access Charge (per delivery point per month)

12 Month Average kWh between 0 – 500 kWh	2.05
12 Month Average kWh between 501 – 2,000 kWh	4.61
12 Month Average kWh between 2,001 – 4,000 kWh	4.61
12 Month Average kWh Equal to and above 4,001 kWh	5.12

Summer Season - Energy Charge (per kWh) \*\* 0.09960

Winter Season - Energy Charge (per kWh) \*\* 0.09646

Transition Season - Energy Charge (per kWh) \*\* 0.09446

**General Power Rate Schedules**

GSA1 (Small Commercial – 0-50 kW)

Customer Charge (per delivery point per month)

One Phase Meter, between 0 – 500 kWh *	28.00
One Phase Meter, equal to and above 501 kWh *	35.50
Three Phase Meter, between 0 – 500 kWh *	40.00
Three Phase Meter, equal to and above 501 kWh *	45.00

TVA Grid Access Charge (per delivery point per month)

One Phase Meter, 12 Month Average kWh between 0 – 500 kWh	2.05
One Phase Meter, 12 Month Average kWh equal to and above 501 kWh	2.05
Three Phase Meter, 12 Month Average kWh between 0 – 500 kWh	2.05
Three Phase Meter, 12 Month Average kWh equal to and above 501 kWh	5.12

Demand Charge (per delivery point per month)

0 – 50 kW	5.05
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Summer Season - Energy Charge (per kWh) \*\* 0.09667

	<u>U.S. DOLLARS</u>
Winter Season - Energy Charge (per kWh) **	0.09355
Transition Season - Energy Charge (per kWh) **	0.09155
GSA 2 (Large Commercial - 51-1,000 kW)	
Customer Charge (per delivery point per month)	156.87
TVA Grid Access Charge (All kWh) (per delivery point per month)	12.80
Demand Capacity Charge	1.13
Summer Season	
Demand Charge (per delivery point per month)	
0 – 50 kW	5.05
51 – 1,000 kW	19.45
Energy Charge (per kWh)	
1st 15,000 kWh **	0.09667
All Additional kWh **	0.04707
Winter Season	
Demand Charge (per delivery point per month)	
0 – 50 kW	5.05
51 – 1,000 kW	18.50
Energy Charge (per kWh)	
1st 15,000 kWh **	0.09355
All Additional kWh **	0.04725
Transition Season	
Demand Charge (per delivery point per month)	
0 – 50 kW	5.05
51 – 1,000 kW	18.50
Energy Charge (per kWh)	
1st 15,000 kWh **	0.09155
All Additional kWh **	0.04730
GSA3 (Large Commercial – 1,001 – 5,000 kW)	
Customer Charge (per delivery point per month)	934.50
TVA Grid Access Charge (per delivery point per month)	
12 Month Average kWh between 0 – 150,000 kWh	205.30
12 Month Average kWh equal to and above 150,001 kWh	579.04
Summer Season	
Demand charge (per delivery point per month)	
0 - 1,000 kW	19.80
1,001 - 5,000 kW	19.93
Energy Charge	
1 <sup>st</sup> 150,000 kWh **	0.05617
All Additional kWh **	0.04797



**U.S. DOLLARS**

Winter Season

Demand charge (per delivery point per month)	
0 - 1,000 kW	18.84
1,001 - 5,000 kW	18.97
Energy Charge	
1 <sup>st</sup> 150,000 kWh **	0.05635
All Additional kWh **	0.04815

Transition Season

Demand charge (per delivery point per month)	
0 - 1,000 kW	18.84
1,001 - 5,000 kW	18.97
Energy Charge	
1 <sup>st</sup> 150,000 kWh **	0.05640
All Additional kWh **	0.04820

**LS - Outdoor Lighting**

Customer Charge (per delivery point per month)	2.50
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Summer Season

Energy Charge - All kWh	0.07500
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Winter Season

Energy Charge - All kWh	0.07169
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Transition Season

Energy Charge - All kWh	0.06961
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**Time of Day Rate Classes****U.S. DOLLARS**

## TGSA1 (Demand 0-50kW)

Customer Charge (per delivery point per month) 326.79

## TVA Grid Access Charge (per delivery point per month)

One Phase Meter, All kWh 2.05

Three Phase Meter, 12 Month Average kWh between 0 – 500 kWh 2.05

Three Phase Meter, 12 Month Average kWh equal to and above 501 kWh 5.12

## Summer Season

## Demand Charge

0 – 50 kW 5.05

## Energy Charge (&lt;= 15,000 kWh)

On-peak kWh 0.10688

Off-peak kWh 0.09363

## Winter Season

## Demand Charge

0 – 50 kW 5.05

## Energy Charge (&lt;= 15,000 kWh)

On-peak kWh 0.09936

Off-peak kWh 0.09332

## Transition Season

## Demand Charge

0 – 50 kW 5.05

## Energy Charge (&lt;= 15,000 kWh)

On-peak kWh 0.09249

Off-peak kWh 0.09249

## TGSA2 (Demand = 51-1,000 kW)

Customer Charge (per delivery point per month) 326.79

## TVA Grid Access Charge (per delivery point per month)

All kWh 12.80

## Demand Capacity Charge

1.13

## Summer Season

## Demand Charge

1<sup>st</sup> 50 kW 5.05

Over 50 kW 19.45

## Energy Charge

On-peak kWh 0.10918

Off-peak kWh 0.09593

## Winter Season

## Demand Charge

1<sup>st</sup> 50 kW 5.05

Over 50 kW 18.50

	<u><b>U.S. DOLLARS</b></u>
Energy Charge	
On-peak kWh	0.10166
Off-peak kWh	0.09562
Transition Season	
Demand Charge	
1 <sup>ST</sup> 50 kW	5.05
Over 50 kW	18.50
Energy Charge	
On-peak kWh	0.09479
Off-peak kWh	0.09479
TGSA3 (Demand = 1,001-5,000 kW)	
Customer Charge	934.50
TVA Grid Access Charge (per delivery point per month)	
12 Month Average kWh between 0 – 150,000 kWh	205.30
12 Month Average kWh equal to and above 150,001 kWh	579.04
Summer Season	
Demand Charge	
1st 1,000 kW	19.80
Excess over 1,000	19.93
Energy Charge	
On-peak kWh	0.06536
Off-peak kWh	0.05210
Winter Season	
Demand Charge	
1st 1,000 kW	18.84
Excess over 1,000	18.97
Energy Charge	
On-peak kWh	0.06115
Off-peak kWh	0.05511
Transition Season	
Demand Charge	
1st 1,000 kW	18.84
Excess over 1,000	18.97
Energy Charge	
On-peak kWh	0.05631
Off-peak kWh	0.05631
<b>Time Differentiated Hours Use of Demand (TDHUD) (Time of Use Service)</b>	
TDHUD GSA (Demand = 1,001 - 5,000 kW)	
Customer Charge (per delivery point per month)	2,000.00
Summer Season	
On-Peak kW	10.95

	<u><b>U.S. DOLLARS</b></u>
Maximum Demand Charge	8.04
Energy Charge - On Peak	0.09520
Energy Charge - Off Peak First 200 hours	0.06171
Energy Charge - Off Peak Next 200 hours	0.01923
Energy Charge - Off Peak Additional kWh	0.01620
Winter Season	
On-Peak kW	9.99
Maximum Demand Charge	8.04
Energy Charge - On Peak	0.07991
Energy Charge - Off Peak First 200 hours	0.06467
Energy Charge - Off Peak Next 200 hours	0.01923
Energy Charge - Off Peak Additional kWh	0.01620
Transition Season	
On-Peak kW	9.99
Maximum Demand Charge	8.04
Energy Charge - On Peak	0.06586
Energy Charge - Off Peak First 200 hours	0.06586
Energy Charge - Off Peak Next 200 hours	0.01923
Energy Charge - Off Peak Additional kWh	0.01620
TDHUD GSB (Demand = 5,001 - 15,000 kW)	
Customer Charge (per delivery point per month)	2,000.00
Summer Season	
On-Peak kW	10.87
Maximum Demand Charge	5.38
Energy Charge - On Peak	0.07976
Energy Charge - Off Peak First 200 hours	0.05485
Energy Charge - Off Peak Next 200 hours	0.02027
Energy Charge - Off Peak Additional kWh	0.01686
Winter Season	
On-Peak kW	9.90
Maximum Demand Charge	5.38
Energy Charge - On Peak	0.06841
Energy Charge - Off Peak First 200 hours	0.05707
Energy Charge - Off Peak Next 200 hours	0.02027
Energy Charge - Off Peak Additional kWh	0.01686
Transition Season	
On-Peak kW	9.90
Maximum Demand Charge	5.38
Energy Charge - On Peak	0.05453
Energy Charge - Off Peak First 200 hours	0.05453
Energy Charge - Off Peak Next 200 hours	0.02027
Energy Charge - Off Peak Additional kWh	0.01686

**U.S. DOLLARS**

TDHUD GSC (Demand = 15,001 - 25,000 kW)

Customer Charge (per delivery point per month) 2,000.00

Summer Season

On-Peak kW 10.87

Maximum Demand Charge 5.38

Energy Charge - On Peak 0.07976

Energy Charge - Off Peak First 200 hours 0.05485

Energy Charge - Off Peak Next 200 hours 0.02027

Energy Charge - Off Peak Additional kWh 0.01686

Winter Season

On-Peak kW 9.90

Maximum Demand Charge 5.38

Energy Charge - On Peak 0.06841

Energy Charge - Off Peak First 200 hours 0.05707

Energy Charge - Off Peak Next 200 hours 0.02027

Energy Charge - Off Peak Additional kWh 0.01686

Transition Season

On-Peak kW 9.90

Maximum Demand Charge 5.38

Energy Charge - On Peak 0.05453

Energy Charge - Off Peak First 200 hours 0.05453

Energy Charge - Off Peak Next 200 hours 0.02027

Energy Charge - Off Peak Additional kWh 0.01686

TDHUD GSD (Demand = > 25,000 kW)

Customer Charge (per delivery point per month) 2,000.00

Summer Season

On-Peak kW 10.87

Maximum Demand Charge 5.37

Energy Charge - On Peak 0.07976

Energy Charge - Off Peak First 200 hours 0.05485

Energy Charge - Off Peak Next 200 hours 0.01913

Energy Charge - Off Peak Additional kWh 0.01686

Winter Season

On-Peak kW 9.90

Maximum Demand Charge 5.37

Energy Charge - On Peak 0.06841

Energy Charge - Off Peak First 200 hours 0.05707

Energy Charge - Off Peak Next 200 hours 0.01913

Energy Charge - Off Peak Additional kWh 0.01686

**U.S. DOLLARS**

Transition Season	
On-Peak kW	9.90
Maximum Demand Charge	5.37
Energy Charge - On Peak	0.05453
Energy Charge - Off Peak First 200 hours	0.05453
Energy Charge - Off Peak Next 200 hours	0.01913
Energy Charge - Off Peak Additional kWh	0.01686
TDHUD MSA (Manufacturing) (Demand = 1,001 - 5,000 kW)	
Customer Charge (per delivery point per month)	2,000.00
Summer Season	
On-Peak kW	10.24
Maximum Demand Charge	6.38
Energy Charge - On Peak	0.07024
Energy Charge - Off Peak First 200 hours	0.04524
Energy Charge - Off Peak Next 200 hours	0.01781
Energy Charge - Off Peak Additional kWh	0.01526
Winter Season	
On-Peak kW	9.27
Maximum Demand Charge	6.38
Energy Charge - On Peak	0.05882
Energy Charge - Off Peak First 200 hours	0.04746
Energy Charge - Off Peak Next 200 hours	0.01781
Energy Charge - Off Peak Additional kWh	0.01526
Transition Season	
On-Peak kW	9.27
Maximum Demand Charge	6.38
Energy Charge - On Peak	0.04835
Energy Charge - Off Peak First 200 hours	0.04835
Energy Charge - Off Peak Next 200 hours	0.01781
Energy Charge - Off Peak Additional kWh	0.01526
TDHUD MSB (Manufacturing) (Demand = 5,001 - 15,000 kW)	
Customer Charge (per delivery point per month)	2,000.00
Summer Season	
On-Peak kW	10.24
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.07228
Energy Charge - Off Peak First 200 hours	0.04728
Energy Charge - Off Peak Next 200 hours	0.01759
Energy Charge - Off Peak Additional kWh	0.01504

**U.S. DOLLARS**

## Winter Season

On-Peak kW	9.27
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.06088
Energy Charge - Off Peak First 200 hours	0.04951
Energy Charge - Off Peak Next 200 hours	0.01759
Energy Charge - Off Peak Additional kWh	0.01504

## Transition Season

On-Peak kW	9.27
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.05038
Energy Charge - Off Peak First 200 hours	0.05038
Energy Charge - Off Peak Next 200 hours	0.01759
Energy Charge - Off Peak Additional kWh	0.01504

## TDHUD MSC (Demand = 15,001 - 25,000 kW)

Customer Charge (per delivery point per month)	2,000.00
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## Summer Season

On-Peak kW	10.24
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.07116
Energy Charge - Off Peak First 200 hours	0.04615
Energy Charge - Off Peak Next 200 hours	0.01900
Energy Charge - Off Peak Additional kWh	0.01900

## Winter Season

On-Peak kW	9.27
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.05975
Energy Charge - Off Peak First 200 hours	0.04837
Energy Charge - Off Peak Next 200 hours	0.01900
Energy Charge - Off Peak Additional kWh	0.01900

## Transition Season

On-Peak kW	9.27
Maximum Demand Charge	2.43
Energy Charge - On Peak	0.04925
Energy Charge - Off Peak First 200 hours	0.04925
Energy Charge - Off Peak Next 200 hours	0.01900
Energy Charge - Off Peak Additional kWh	0.01900

**U.S. DOLLARS**

TDHUD MSD (Demand = > 25,000 kW)

Customer Charge (per delivery point per month) 2,000.00

Summer Season

On-Peak kW 10.24

Maximum Demand Charge 2.42

Energy Charge - On Peak 0.06889

Energy Charge - Off Peak First 200 hours 0.04388

Energy Charge - Off Peak Next 200 hours 0.01731

Energy Charge - Off Peak Additional kWh 0.01672

Winter Season

On-Peak kW 9.27

Maximum Demand Charge 2.42

Energy Charge - On Peak 0.05747

Energy Charge - Off Peak First 200 hours 0.04610

Energy Charge - Off Peak Next 200 hours 0.01731

Energy Charge - Off Peak Additional kWh 0.01672

Transition Season

On-Peak kW 9.27

Maximum Demand Charge 2.42

Energy Charge - On Peak 0.04697

Energy Charge - Off Peak First 200 hours 0.04697

Energy Charge - Off Peak Next 200 hours 0.01731

Energy Charge - Off Peak Additional kWh 0.01672

\*These customer charges are based on the highest monthly kWh usage during the latest 12-month period.

\*\*NES has reduced residential and commercial energy rates in relation to a decrease in TVA's wholesale rates for COVID-19 pandemic relief. Energy rates have been reduced by 0.00094 cents per kilowatt-hour(kWh) for October (Transition). The COVID-19 relief reduction to base rates will end in October 2021 unless TVA extends the pandemic relief. See "COVID-19 AND OTHER EVENTS" herein for more information regarding the impact of COVID-19 to rates and the Pandemic Relief Program.

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Current monthly retail rates are determined in accordance with the provisions of the Power Contract. The rates and charges for wholesale power from TVA, effective October 2020, as adjusted by the monthly FCA, pursuant to the latest TVA Contract Amendment, are appropriate rates and charges applicable to municipal and cooperative distributors of TVA power under power contracts currently being entered into or renewed.

The Board assigns retail rates and charges for customers with special load requirements including interruptible and time of day rates. The Board also establishes and collects additional charges for service connections, reconnections, and other services.

### **Transmission Lines and Substations**

The current Electric System is connected to the TVA system at 27 interchange points with a total infeed capacity of 6,202,800 kilovolt amperes. This capacity consists of:

- (a) seven bulk 161 kilovolt substations totaling 3,657,600 kilovolt amperes which step the voltage down to the 69 kilovolt level, the 23.9 kilovolt and the 13.8 kilovolt levels;
- (b) three industrial customer 161 kilovolt substations totaling 126,000 kilovolt amperes;
- (c) two 69 kilovolt hydroelectric plants totaling 156,000 kilowatt amperes; and
- (d) seventeen 161-kilovolt-distribution substations totaling 2,329,600 kilovolt amperes, which step the voltage down to 23.9 kilovolt and 13.8 kilovolt levels.

Transmission from the interchange points with TVA into the Electric System consists of approximately 41 pole miles of 161 kilovolt lines and a network of approximately 267 circuit miles of 69 kilovolt lines feeding 40 substations. These substations step the voltage down either to (1) 23.9 kilovolts or 13.8 kilovolts for utilization on distribution circuits or (2) various other voltage levels for industrial customer applications.

### **Electric Distribution System**

Approximately 300 distribution circuits operating at 23.9 kilovolts and 13.8 kilovolts originate at the distribution substation busses and are routed throughout Davidson County and into six surrounding counties to feed the Board's customers.

The concentrated downtown Nashville area is served by an underground network system. Outside the downtown area, new distribution lines are installed both underground and overhead with a preference for underground where they are physically and economically feasible. The distribution infrastructure serves as routes for competitive communication providers who license the electric infrastructure for their use.

### **Engineering, Construction and Maintenance**

Most transmission, substation and distribution engineering is done by NES personnel. Five engineering sections combine efforts to prepare plans that will provide service to new customers, maintain adequate service to existing customers, and prepare long-range plans to accommodate electric loads for customers of the future.

Generally, NES employees perform most of the construction and maintenance work required. NES supplements its work force with contractors when needed for certain construction and maintenance work

and storm restoration. For maintenance and repair of equipment and for making special apparatus of various kinds, the Board has shops, laboratory equipment, test apparatus, and instruments. Two-way radio systems and cellular units provide communications with mobile units to enhance the safety of the crews working on the System.

### **Smart Grid Initiatives**

In 2011, NES entered into a partnership with TVA to implement Advanced Metering Infrastructure, or AMI, and processes that are beneficial to both organizations. TVA provided a portion of the funding for the installation and implementation of smart grid on the NES distribution network. In exchange, NES provides voltage and demand reductions when requested by TVA during summer and winter periods. NES estimates annual savings in purchased power costs in the range of \$2.5 to \$3.0 million. Savings in any year are dependent upon a number of factors including degree days, weather and other factors.

Since the initial AMI roll-out, NES has installed over 404,000 AMI meters throughout the NES service territory. The deployment of AMI meters was completed in August 2019. Below are a few benefits of transitioning to the AMI infrastructure:

- AMI technology enables meters to be read remotely.
- AMI provides useful information about the distribution network including automated notification of power outages and usage.
- Two-way communication with the electric grid improves service and power reliability.
- Ability to provide customers information on energy usage and patterns in order to better manage consumption.
- Fewer company vehicles are needed, reducing pollution, energy consumption, and traffic.

### **Prospective Financial Information**

NES does not, as a matter of course, make public projections as to future sales, earnings, or other results. However, the management of NES has prepared the prospective financial information set forth below to present anticipated system growth and its capital improvement plan. The accompanying prospective financial information was not prepared with a view toward public disclosure or with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in the view of NES management, was prepared on a reasonable basis, reflects the best currently available estimates and judgments, and presents, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of NES. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this Official Statement are cautioned not to place undue reliance on the prospective financial information.

Neither NES' independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

### **System Growth**

From the fiscal years 2011 to 2020, the annual compounded customer growth rate was 1.64%, with total average customers increasing from 360,000 in 2011 to 416,000 in 2020. Yearly sales decreased from

11.92 billion kilowatt-hours in fiscal year 2011 to 11.69 billion kilowatt-hours in fiscal year 2020. This represents a 0.22% compound annual decrease in kilowatt-hour sales during the period. Sales and customer growth have been impacted in the last ten (10) years by economic factors, milder weather, and energy efficiencies.

NES prepares an annual forecast of both summer and winter kilowatt peak demand as well as annual megawatt-hours of energy consumption. By 2032, NES system studies have forecasted a 11.9 percent growth in kilowatt peak demand.

<b>Year</b>	<b>Forecasted Peak Demand (MW)</b>
2020	2,476.00*
2021	2,615.00
2022	2,660.00
2027	2,727.00
2032	2,771.00

\* Actual

### **Capital Improvement Plan**

Capital expenditures are budgeted and expected to be approximately in the amounts listed below for the respective fiscal years. The planned allocation to projects is also provided in the table below. The Board believes that these estimated construction costs contain sufficient allowances for inflation, cost escalation and other possible increases. However, for a number of reasons, including unforeseen inflation, compliance with governmental procedures and regulations and changes in the Board's plan, actual costs may vary from the construction program estimates.

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**NES Capital Improvement Plan**  
(000's omitted)

<b>Fiscal Year</b>	<b>NES Business Capital Requirements</b>	<b>Technology Strategy Capital Requirements</b>	<b>Eleventh Avenue Substation</b>	<b>Central Substation</b>	<b>Parking Structure</b>	<b>Total Capital Requirements</b>
2021	\$100,000	\$38,300	\$37,300	\$7,500	\$250	\$183,350
2022	100,000	21,300	500	3,500	4,000	129,300
2023	100,000	20,000	0	33,400	0	153,400
2024	100,000	20,000	0	28,600	0	148,600
2025	100,000	0	0	500	0	100,500

*Source: Nashville Electric Service*

The Technology Strategy implementation began in January 2018. The table above includes forecasted capital expenditures of \$99.6 million from fiscal year 2021 to fiscal year 2024.

Construction on the Eleventh Avenue Substation began in July 2019 and is anticipated to be completed in fiscal year 2021. Decommissioning of the prior substation on Tenth Avenue will occur in fiscal year 2022. Total project costs are estimated at \$67.6 million. Capital expenditures of approximately \$37.8 million are included in the current five-year model provided above.

Property for Central Substation is anticipated to be acquired in fiscal year 2021. Engineering for the substation is projected to begin late in fiscal year 2022. The table above includes capital expenditures of \$73.5 million from fiscal year 2021 to project completion in fiscal year 2025.

NES is building a parking structure to utilize the main campus parking capacity more effectively and to compensate for space taken for the new Eleventh Avenue Substation. The project planning is anticipated to begin in fiscal year 2021 with construction in fiscal year 2022. Capital expenditures of \$4.3 million are included in the above table.

NES has historically funded approximately 50 percent of its capital needs through bond proceeds and plans to continue this practice for future NES system capital requirements. NES plans to utilize cash on hand, however, to fund capital requirements for the Technology Strategy. Management plans to repair, replace and restore capital assets according to the approved capital budget funding within plus or minus 5.0 percent. However, due to unforeseen circumstances, expenditures may arise that exceed forecasted funding levels. If this occurs, Management would request Board approval of any additional funding required to meet the needs of the Electric System.

## **FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY**

The electric utility industry has been and will continue to be affected by a number of factors that will have an impact on the business, operations and financial conditions of both public and private electric utilities, including the Board. These include deregulation, compliance with North American Electric Reliability Corporation's ("NERC") electric reliability standards and Smart Grid initiatives.

In the past, one of these factors was the efforts at both the national and local levels to restructure the electric utility industry from a heavily regulated monopoly to an industry in which there is more (or open) competition for power supply service at both the wholesale and retail level. Historically, electric

utilities have operated as monopolies within their service territories, subject to certain exceptions. Under this arrangement, utilities have generally been able to charge rates primarily determined by their costs of service, rather than by competitive forces. There has been little activity regarding deregulation in recent years due to the perception of rapid escalation of electric rates in areas that have been deregulated. There can be no assurance that this arrangement will continue for the Board, and the Board is already subject to certain competitive forces and other factors as described below.

### **Competitive Environment in Tennessee**

In the late 1990s and early 2000s, various regulatory and legislative bodies in Tennessee considered a wide range of issues associated with the advisability of retail competition in the electric utility industry. None of these groups recommended that the State actively pursue full retail competition at that time, and there are no currently pending State legislative or regulatory initiatives to provide for retail competition in Tennessee at this time.

### **Transmission Access to Wholesale Power**

The Board's ability to access the wholesale power markets is limited, and TVA currently enjoys substantial insulation from wholesale competition. TVA operates under the Tennessee Valley Authority Act of 1933 (the "TVA Act"). Under the TVA Act, subject to certain minor exceptions, TVA may not currently enter into contracts that would have the effect of making it or the Board and other distributors a source of TVA power supply outside a statutorily-specified area. However, under a special provision of the Energy Policy Act of 1992 (the "anti-cherry-picking provision"), TVA is not required to provide its competitors with access to its transmission system to transmit power for consumption within the area that TVA or the Board and other distributors of TVA's power may serve. Thus, while TVA may not sell power outside its current service area, except for certain pre-existing arrangements, its competitors are not allowed to obtain transmission service from TVA to sell power within TVA's service areas under present law. Pending and future legislative and regulatory actions could impact the Board's ability to access the wholesale market, and modification of TVA's historically protected service area could adversely affect TVA's financial and operating condition.

### **Federal Energy Policy Act of 2005**

The Energy Policy Act of 2005 authorizes the Federal Energy Regulatory Commission ("FERC") to require "unregulated transmitting utilities" to provide open access to their transmission systems on comparable terms and conditions as those "unregulated transmitting utilities" provide transmission service to themselves. While the Board meets the minimum kilowatt-hour sales threshold to be an "unregulated transmission utility" under Section 201(f) of the Federal Power Act, it is unclear the extent to which, if any, the Board's facilities would be considered subject to these requirements. The Board is unable to predict at this time the impact of these requirements on the Board's operations and finances.

The Energy Policy Act of 2005 provides certain "load serving entities" holding firm transmission rights the ability to continue to use those rights to serve their customers, and one provision of the Energy Policy Act of 2005 purports to provide these rights to wholesale customers of TVA like the Board. It is currently unclear whether these or other provisions of the Energy Policy Act of 2005 will fundamentally change the Board's power supply arrangements with TVA or the Board's ability to access the wholesale generation markets at a future point in time.

The Energy Policy Act of 2005 also subjected electric utilities like the Board to certain amendments to the Public Utility Regulatory Policies Act of 1978 ("PURPA"). The purposes of PURPA in 1978 were, and continue to be, to help the nation facilitate the conservation of energy, optimize efficiency, and provide

for the establishment of equitable rates. As originally enacted, PURPA required certain utilities to consider and, if appropriate, adopt certain service practice and rate standards. As amended, PURPA now requires consideration of five new standards: (i) Net Metering; (ii) Fuel Source Diversity; (iii) Fossil Fuel Generation Efficiency; (iv) Smart Metering (time-based metering and communications); and (v) Interconnection Standards for Independent Power Producers. Under the revised PURPA standards, the TVA Board is the Board's regulatory authority for purposes of PURPA. The potential financial implications for some of the standards are currently unknown.

### **NERC Electric Reliability Standards Compliance**

With the passage of the Energy Policy Act of 2005 ("EPAct") Congress authorized FERC to establish an Electric Reliability Organization ("ERO") to protect the reliability of the bulk electric power system in the United States. The North American Electric Reliability Corporation ("NERC") was certified by FERC as the ERO. Owners, operators, and users of the bulk power system are required to be registered with NERC and the appropriate Regional Entities, or in NES's case, the Southeastern Electric Reliability Corporation ("SERC"). NERC intends to comprehensively and thoroughly protect the reliability of the U.S. power grid. To support this goal, NERC will include in its compliance registry each entity that NERC concludes can materially impact the reliability of the bulk power system. Based on NERC's "functional model", NES has registered with SERC/NERC as a "Distribution Provider" (DP), "Transmission Owner" (TO), and "Transmission Planner" (TP). NES also meets the requirements to register as a "Transmission Operator" (TOP); however, NES has executed an agreement with TVA that delegates the TOP function to TVA.

NES has developed "Policies, Guidelines, & Procedures (PGP's) documents for all applicable NERC Reliability Standards and their associated requirements. In order to ensure compliance with each of these requirements, NES fosters a "culture of compliance" and has established an organizational structure to provide employees with annual reliability compliance training and to document all related testing and maintenance activities related to NES' electric facilities that can materially impact the bulk electric system.

### **TVA and General Industry Risk Factors**

Because the Board purchases all of its power from TVA, any risk factors affecting or potentially affecting the business operations of TVA may also affect the Board. TVA may mitigate some of these risks by increasing the rates it charges for its power. A discussion of the risk factors affecting TVA's operations can be found in "Item 1A. Risk Factors" and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in TVA's Annual Report. TVA's Annual Report is available to the public from the SEC's website at [www.sec.gov](http://www.sec.gov) and from the TVA's website at [www.tva.gov](http://www.tva.gov).

In addition to risks discussed above, the electric utility industry in general has been, or in the future may be, affected by a number of other factors which could impact the financial condition of the Board. Such factors include, among others, the following: (i) effects of compliance with rapidly changing environmental, safety, licensing, regulatory and legislative other than those described elsewhere in this Official Statement; (ii) changes resulting from conservation and load management programs on the timing and use of electric energy; (iii) changes in national, regional or state energy policy; (iv) competition from other utilities, independent power producers, marketers and brokers; (v) competition with customer-owned generation, such as "self-generation" or "distributed generation," which might include microturbines, fuel cells, and other generation resources; (vi) shifts in the availability and relative costs of different fuels, whether such fuels are competitive alternatives to electricity or are used in the generation of electricity; (vii) other federal, state or local legislative or regulatory changes; (viii) loss of large municipal, industrial or commercial customers; and (ix) changes in the economy. Any of these factors (as well as other factors)

could have an adverse effect on the financial condition of any electric utility and will likely affect individual utilities in different ways.

The Board is unable to predict what impact any of the foregoing factors will have on its operations and financial conditions, but the impact could be significant. This Official Statement includes a brief discussion of certain of these factors. This discussion does not purport to be comprehensive or definitive, and these matters are subject to change subsequent to the date of this Official Statement. Extensive information on the electric utility industry is available in the public domain, and potential purchasers of the 2021 Series A Bonds should obtain and review such information.

## **ADDITIONAL FINANCIAL AND OPERATIONAL INFORMATION**

### **Pension Plans and Other Post-Employment Benefits**

*The information relating to the Nashville Electric Service Retirement Annuity and Survivors' Benefit Plan (the "DB Plan"), the Defined Contribution Retirement Plan (the "DC Plan") and other post-employment benefits ("OPEB Plan") (together, the "Plans") contained herein relies on information produced by the Plans and their independent actuaries. The actuarial assessments are forward-looking information that reflect the judgment of the fiduciaries of the Plans. Actuarial assessments are based upon a variety of assumptions, one or more of which may prove to be inaccurate or be changed in the future.*

#### ***Defined Benefit Pension Plan***

The DB Plan is a single employer defined benefit pension plan administered by the Board. The DB Plan provides retirement and survivors' benefits to participants and beneficiaries. The authority to establish and maintain the DB Plan is assigned to the Board by the Charter of the Metropolitan Government.

All full-time regular employees hired before July 1, 2012 were eligible to participate in the DB Plan. Employees hired on or after July 1, 2012 are eligible to participate in the NES Defined Contribution Plan ("DC Plan"). As of April 1, 2020, there were a total of 1,681 participants, including 936 currently receiving benefits, and 139 terminated participants entitled to receive benefits in the future. The DB Plan provides for five-year cliff vesting; that is, active employees are not vested until they have earned 5 years of service, at which time they become fully vested. Participants who retire at or after age 65 are entitled to annual retirement benefits payable monthly for life in an amount equal to two percent of final average compensation multiplied by years of participation in the DB Plan up to 35 years. A participant is eligible for early retirement at age 52½ with 15 years of credited service or at age 50 with 30 years of credited service. The amount of the benefit that would otherwise be payable at age 65 is reduced according to a formula specified in the DB Plan. However, if a participant has attained age 55, and the participant's age plus service totals 80 or greater, there is no reduction for payment of the participant's benefit before age 65. A survivor benefit is paid to the spouse of a participant who dies while employed equal to 35 percent of the participant's final average compensation for life, and monthly survivor benefits are paid for certain surviving children until their 23rd birthday.

The Board establishes and may amend the contribution requirements for the DB Plan. All contributions to the DB Plan are made by the Board; participants are not required or permitted to contribute to the DB Plan (although participant contributions have been required for participation in the past). The Board's general practice is to fund at least the minimum required contribution as determined by Findley, Inc., the DB Plan's independent actuary (the "Plan's Actuary").

**Source:** The Plan's Actuary.

The Board's contributions for plan years ended March 31, 2016 through 2020, respectively, are as follows:

<b>Plan Year Ended March 31</b>	<b>Annual Required Contribution</b>	<b>Actual Employer Contribution</b>	<b>Percentage Contributed</b>	<b>Percent of Annual Covered Payroll</b>
2016	\$24,594,439	\$24,600,000	100.0%	35.8%
2017	\$30,904,993	\$30,905,000	100.0%	42.7%
2018	\$30,192,275	\$30,201,000	100.0%	46.1%
2019	\$29,897,500	\$29,897,500	100.0%	46.1%
2020	\$33,387,461	\$33,399,000	100.0%	51.4%

**Sources:** Actuarial Valuation and Reports for the DB Plan prepared by the Plan's Actuary for applicable plan years (the "Pension Actuarial Valuations") and the Board's Financial Statements for applicable years (the "Financial Statements").

The annual pension expense for the years ended June 30, 2016, 2017, 2018, 2019, and 2020 were \$40.4 million, \$33.1 million, \$28.1 million, \$42.4 and \$38.3 million, respectively. Fluctuations for the periods were related primarily to the difference between actual investment income and actuarially determined investment income.

**Sources:** The Pension Actuarial Valuations and the Financial Statements.

The minimum required employer contribution and the estimated liability of the DB Plan to pay future benefits are determined by the Plan's Actuary on an annual basis in accordance with Governmental Accounting Standards Board ("GASB") Statement No. 68 ("GASB 68"). The Plan's Actuary uses demographic and other data (such as employee age, salary and service credits) and various assumptions (such as estimated salary increases, interest rates, employee turnover and mortality) to determine the amount that the Board should contribute in a given year in order for the DB Plan to accumulate sufficient funds to pay benefits when due. The Plan's Actuary then produces Pension Actuarial Valuations, which contain the actuary's report on the DB Plan's assets, liabilities and required contribution for the following year.

The annual required contribution beginning April 1, 2013 and continuing through the current plan year was determined as part of the April 1, 2016 Pension Actuarial Valuation using the entry age method<sup>7</sup>. The entry age method looks at each participant based on an individual basis. The significant actuarial assumptions used by the Plan's Actuary in compiling the annual Pension Actuarial Valuations are based on study results conducted every five years (most recently in 2020) and on industry assumptions. Significant assumptions include (a) a 7.5 percent investment rate of return and (b) projected salary increases are based on study results and range from 4.5 to 7.5 percent each year and (c) mortality based on the Society of Actuaries Publication G-2010 Mortality Table. The assumptions also include cost-of-living post-retirement benefit increases equal to two percent per year. The effect of short-term volatility in the market value of investments is recognized in the net annual pension expense by amortizing the effects of differences between the "expected value" of assets on each valuation date (April 1) and actual results over a 5-year period.

The actuarial accrued liability ("AAL"), as determined by the Plan's Actuary, is an estimate of the present value of all future benefits that are based upon employment service performed up to the valuation date and that are expected to be paid from the Plan to current and retired employees. The AAL is based on the valuation methodology and actuarial assumptions that are being used. Any difference between the AAL



and the actuarial value of assets is called the “Unfunded Actuarial Accrued Liability” or “UAAL.” The Plan’s Actuary also calculates the “Funded Ratio,” which is the result obtained by dividing the actuarial value of plan assets by the AAL. The “asset smoothing” method described above is an accepted practice under GASB 68. It reduces large fluctuations in the actuarial value of assets and the UAAL that would otherwise occur as a result of market volatility.

Benefits for certain retirees who terminated before July 1, 1996 are being paid by John Hancock Insurance Company under a non-participating annuity contract. In addition, a portion of the benefits of retirees attributable to participant contributions to the DB Plan during the time period when such contributions were permitted are and will be paid by John Hancock. Because John Hancock is guaranteeing the payment of these benefits, neither the assets held by John Hancock for payment nor the liability of the DB Plan for these benefits is reflected in the Actuarial Valuations. The present value of these benefits guaranteed by John Hancock is estimated to be less than \$20.7 million. Should the Board ever be required to pay for or fund any of these benefits from the DB Plan for these benefits guaranteed by John Hancock, future contributions and the UAAL could be significantly increased.

Effective April 1, 2015, the actuarial valuation method for the DB Plan was changed to the current method. This change was made in accordance with GASB 68 and state law. It set a 25-year period, commencing on April 1, 2015, for amortization of the DB Plan’s UAAL.

The Pension Actuarial Valuations involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment and mortality. One or more of these actuarial assumptions may prove to be inaccurate or be changed in the future. As a result of the inaccuracy of actuarial assumptions, the UAAL could be larger or smaller than anticipated.

The Board’s contributions are held in trust. Studies and recommendations involving investment allocations are currently provided by SEI Investments Management Corp. (“SEI”). The recommendations from SEI are presented to an investment committee of the Board consisting of two management members and two union members. Recommendations from this committee must be approved by the Board to be implemented. Since the obligations of the DB Plan are long-term in nature, the investment policy is aimed toward performance and return over a number of years. The management of the DB Plan fund is governed by the Statement of Investment Objectives and Guidelines of the Investment Committee, most recently revised January 23, 2008.

The Actuarial Valuation assumes an investment rate of return equal to 7.5 percent. Due to the volatility of the investment marketplace, however, the actual rate of return on the assets of the DB Plan will be higher or lower than the assumed rate. If the actual market performance should be less than the assumed rate of 7.5 percent, the liabilities of the DB Plan will be greater than shown in the actuarial valuation, the UAAL will be greater, and the future contributions will have to be increased to enable the DB Plan to pay benefits. The following table shows the actual rate of return on the DB Plan’s assets for the past 10 years.

### Investment Rate of Return

Plan Year Ended March 31	Rate of Return
2011	14.7%
2012	5.0%
2013	11.3%
2014	13.0%
2015	7.4%
2016	-2.0%
2017	12.1%
2018	11.0%
2019	4.2%
2020	-5.9%
Last 3-Year Average Return Per Annum	3.1%
Last 5-Year Average Return Per Annum	3.8%
Last 10-Year Average Return Per Annum	7.1%

**Source:** The Plan's Actuary.

In compiling the annual Pension Actuarial Valuation, as noted above, the Plan's Actuary determines the actuarial value of plan assets under an asset smoothing method. The result is that the actuarial value of assets is different from the market value and does not reflect the true value of DB Plan assets at the time of measurement. As a result, use of the asset smoothing method can be expected to provide a more or less favorable presentation of the DB Plan's current financial condition than would a method based solely on market value. The tables below show the differences in certain factors in the Pension Actuarial Valuation for the past 5 years by comparing the use of market value versus actuarial value for DB Plan assets. The AAL figures are the same in both tables.

### Historical Funding Progress Actuarial Value (\$000 omitted)

Actuarial Valuation Date April 1	Actuarial Value of Assets	Actuarial Accrued Liability (AAL)	Unfunded AAL (UAAL)	Funded Ratio	Covered Payroll	UAAL as % of Covered Payroll
2016	\$442,406	\$641,133	\$198,727	69.0%	\$72,457	274.3%
2017	\$455,271	\$655,519	\$200,248	69.5%	\$65,531	305.6%
2018	\$478,718	\$673,459	\$194,741	71.1%	\$64,922	300.0%
2019	\$500,306	\$725,052	\$224,746	69.0%	\$65,058	345.5%
2020	\$510,590	\$729,881	\$219,291	70.0%	\$63,265	346.7%

**Sources:** The Pension Actuarial Valuations and the Financial Statements.

**Historical Funding Progress  
Market Value  
(\$000 omitted)**

<b>Actuarial Valuation Date April 1</b>	<b>Market Value of Assets</b>	<b>Actuarial Accrued Liability (AAL)</b>	<b>Unfunded AAL (UAAL)</b>	<b>Funded Ratio</b>	<b>Covered Payroll</b>	<b>UAAL as % of Covered Payroll</b>
2016	\$409,405	\$641,133	\$231,728	63.9%	\$72,457	319.8%
2017	\$444,676	\$655,519	\$210,843	67.8%	\$65,531	321.7%
2018	\$484,676	\$673,459	\$188,783	72.0%	\$64,921	290.8%
2019	\$494,816	\$725,052	\$230,236	68.2%	\$65,058	353.9%
2020	\$457,134	\$729,881	\$272,747	62.6%	\$63,265	431.1%

**Source:** The Plan's Actuary.

The tables above also illustrate the changes in the UAAL and the Funded Ratio during the periods indicated. The Funded Ratio and the UAAL are useful in measuring the financial health of the DB Plan. An increasing UAAL or a decreasing Funded Ratio from year to year generally signals a deterioration in the financial health of the DB Plan because it indicates an increasing gap between the liabilities of the DB Plan for future benefit payments and the value of assets available in the DB Plan to pay those liabilities as they become due. Conversely, a decreasing UAAL or an increasing Funded Ratio generally indicates an improvement in the financial health of the DB Plan because such a change reflects a closing of the above-mentioned gap.

Under current Tennessee law, as interpreted by the Tennessee Supreme Court, a governmental employer such as the Board is generally not permitted to change the terms of a pension plan to reduce an accrued benefit, or the right to accrue future benefits, of any participant who is eligible to receive benefits under the plan (*i.e.*, any vested participant) unless that participant consents to the decrease or reduction in benefits. However, a pension plan can be amended so as to exclude new employees. In that manner, the risk of future increases in the UAAL, whether anticipated or not, resulting from the entry of new participants can be eliminated.

The Public Employee Defined Benefit Financial Security Act of 2014 (the "2014 Act") was signed into law by the Governor of the State on May 22, 2014. The 2014 Act, as amended, requires, among other things, each political subdivision which provides defined benefit plans not administered by the Tennessee Consolidated Retirement System to (a) adopt a resolution delineating a funding policy for fiscal years beginning after June 15, 2015; (b) begin funding any unfunded accrued liability via the level dollar amortization method no later than the plan fiscal year commencing on or before June 15, 2020; (c) annually make a payment to the pension plan of no less than 100 percent of the actuarially determined annual required contribution that incorporates both the normal cost of benefits and the amortization of the pension plan's unfunded accrued liability (the "ADC"), provided however, the affected political subdivision may make a payment of more than 100 percent of the ADC. Any underpayment must be made up in the next fiscal year as an addition to the subsequent year's ADC. If the political subdivision fails to fund the ADC, the 2014 Act permits the State Commissioner of Finance and Administration, at the direction of the Comptroller of the Treasury, to withhold such amount or part of such amount from any state-shared taxes that are otherwise apportioned to such political subdivision. The money withheld from state-shared taxes will be paid to the political subdivision's pension plan.

The 2014 Act further provides that (a) for all affected employees of the political subdivision hired on or after the effective date of the 2014 Act, the political subdivision may freeze, suspend or modify

benefits, employee contributions and plan terms and design on a prospective basis (except as to those employees employed prior to the effective date of the 2014 Act where applicable law provides otherwise); and (b) for any pension plan that is funded below 60 percent, the affected political subdivision may not establish benefit enhancements unless approved by the State Treasurer.

The Board implemented changes in funding calculations to comply with the minimum requirements beginning in fiscal year 2016 and has complied with such requirements.

### ***Defined Contribution Retirement Plan***

Effective July 1, 2012, the Board established a Defined Contribution Retirement Plan for all new employees. The DC Plan is intended to be a defined contribution money purchase pension plan. Its purpose is to provide retirement benefits to eligible employees who were hired after July 1, 2012. Participants who were not vested in the DB Plan as of July 1, 2012 were able to choose whether to continue to participate in the DB Plan or to participate in the new DC Plan.

All contributions to the DC Plan are made by the Board; participants are not required or permitted to contribute to the DC Plan. The Board makes contributions to the DC Plan based on the normal cost for the DB Plan under the current actuarial cost method. However, investment risk is shifted from the Board to the participants in the DC plan preventing any underfunding exposure to the Board with respect to future employees. The investments of the DC plan are held in a Trust managed by the Board. The portfolio follows the same investment strategies as the DB and OPEB plans. As of April 1, 2020, the normal cost for the DB Plan was approximately 16.8 percent of covered payroll.

Members of the DC Plan are also eligible to participate in the OPEB Plan discussed below.

### ***Other Post-Employment Benefits***

The Board also provides post-employment medical, dental and life insurance benefits to eligible retirees (the “OPEB Plan”). Medical and dental benefits are also provided to their spouses. Retirees are eligible for these post-retirement benefits if they retire at or after age 55 and the sum of their age at retirement and service is at least 70. Retirees eligible for Medicare who reach age 65 after January 1, 2006 are required to enroll in Medicare as primary insurance but will be covered under the OPEB Plan for secondary coverage. Retirees are required to pay a share of the group medical rate for coverage under the OPEB Plan. As of April 1, 2020, approximately 699 retirees and 179 beneficiaries met those eligibility requirements. The OPEB Plan was funded on a pay-as-you-go basis prior to June 30, 2008. Effective with the year ending June 30, 2008, the Board also established a trust fund to hold its contributions to the OPEB Plan.

The independent actuarial firm of Findley, Inc., which produces the Actuarial Valuations for the DB Plan, also determines the required contribution for the OPEB Plan based on an annual valuation (the “OPEB Actuarial Valuations”). The actuarial method used is the entry age normal method. Under this method, the actuarial present value of the projected benefits of each individual employee is allocated on a level basis over the service of that individual between hire date and assumed retirement date. This is an individual, and not aggregate, actuarial method. The actuarial assumptions include (a) a 7.5 percent investment rate of return, (b) annual increase in healthcare costs determined using the Getzen model and a 5.2 percent to 3 percent trend, and (c) mortality assumptions based on the Society of Actuaries Publication H-2010 Mortality Table. The actuarial value of OPEB Plan assets is determined by a technique of asset smoothing analogous to the method described above that is used for the DB Plan.

OPEB Actuarial Valuations involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Assumptions about future employment, mortality and the healthcare cost trend are based upon studies conducted every five years (most recently in 2020) and industry assumptions. One or more of these actuarial assumptions may prove to be inaccurate or be changed in the future. If the assumption for healthcare cost trends should prove to be less than the actual increases over time for covered medical expenses under the OPEB Plan, and if this increase is not offset through a corresponding increase in the retiree's cost-sharing obligation, the OPEB Plan's unfunded actuarial accrued liability ("UAAL") will be greater than stated in the current financial statements and unanticipated increases in the required contribution would be required in future years.

The Actuarial Valuation assumes an investment rate of return equal to 7.5 percent. Due to the volatility of the investment marketplace, however, the actual rate of return on the assets of the OPEB Plan will be higher or lower than the assumed rate. If the actual market performance should be less than the assumed rate of 7.5 percent, the liabilities of the OPEB Plan will be greater than shown in the actuarial valuation, the UAAL will be greater, and the future contributions will have to be increased to enable the OPEB Plan to pay benefits. The following table shows the actual rate of return on the OPEB Plan's assets for the past 10 years.

#### Investment Rate of Return

Plan Year Ended March 31	Rate of Return
2011	11.3%
2012	5.4%
2013	11.1%
2014	13.7%
2015	7.4%
2016	-1.7%
2017	12.9%
2018	11.2%
2019	4.5%
2020	-6.6%
Last 3-Year Average Return Per Annum	3.0%
Last 5-Year Average Return Per Annum	4.1%
Last 10-Year Average Return Per Annum	6.9%

**Source:** The OPEB Actuarial Valuation as of April 1, 2020.

The Board's contributions for the past five years are as follows:

Plan Year Ended March 31	Annual Required Contribution	Actual Employer Contribution	Percentage Contributed
2016	\$16,834,694	\$16,832,634	100.0%
2017	\$19,168,134	\$19,168,134	100.0%
2018	\$20,137,405	\$20,143,764	100.0%
2019	\$21,695,696	\$21,700,000	100.0%
2020	\$21,972,837	\$22,000,000	100.1%

**Sources:** The OPEB Actuarial Valuations.

The annual OPEB expense for the years ended June 30, 2016, 2017, 2018, 2019, and 2020 were \$16.8 million, \$19.9 million, \$22.6 million, \$25.2 million and \$23.7 million, respectively.

In compiling the annual OPEB Actuarial Valuations, the Plan's Actuary determines the actuarial value of plan assets under an asset smoothing method as noted above. As is the case with the DB Plan, use of this asset smoothing method might provide a more favorable or less favorable presentation of the Plan's current financial condition than would a method based solely on market value.

The tables below show the difference in certain factors in the OPEB Actuarial Valuations for the past 5 years by comparing the use of market value versus actuarial value for OPEB Plan assets.

**Historical Funding Progress  
Actuarial Value  
(\$000 omitted)**

<b>Actuarial Valuation Date April 1</b>	<b>Actuarial Value of Assets</b>	<b>Actuarial Accrued Liability (AAL)</b>	<b>Unfunded AAL (UAAL)</b>	<b>Funded Ratio</b>	<b>Covered Payroll</b>	<b>UAAL as % of Covered Payroll</b>
2016	\$84,325	\$278,435	\$194,110	30.3%	\$78,207	248.2%
2017	\$96,951	\$294,435	\$197,484	32.9%	\$79,063	249.8%
2018	\$112,555	\$321,885	\$209,330	35.0%	\$81,985	255.3%
2019	\$129,184	\$325,610	\$196,426	39.7%	\$85,592	229.5%
2020	\$139,263	\$336,543	\$197,280	40.5%	\$90,498	218.0%

**Source:** The OPEB Actuarial Valuations.

**Historical Funding Progress  
Market Value  
(\$000 omitted)**

<b>Actuarial Valuation Date April 1</b>	<b>Market Value of Assets</b>	<b>Actuarial Accrued Liability (AAL)</b>	<b>Unfunded AAL (UAAL)</b>	<b>Funded Ratio</b>	<b>Covered Payroll</b>	<b>UAAL as % of Covered Payroll</b>
2016	\$81,207	\$278,435	\$197,228	29.2%	\$78,207	252.2%
2017	\$97,518	\$294,435	\$196,917	33.1%	\$79,063	249.1%
2018	\$114,877	\$321,885	\$207,008	35.7%	\$81,985	252.5%
2019	\$128,003	\$325,610	\$197,607	39.3%	\$85,592	230.9%
2020	\$126,353	\$336,543	\$210,190	37.5%	\$90,498	232.3%

**Source:** The Plan's Actuary.

The tables above also illustrate the changes in the UAAL and the Funded Ratio during the periods indicated. The Funded Ratio and the UAAL are useful in measuring the financial health of the OPEB Plan. An increasing UAAL or a decreasing Funded Ratio from year to year generally signals a deterioration in the financial health of the OPEB Plan because it indicates an increasing gap between the liabilities of the DB

Plan for future benefit payments and the value of assets available in the DB Plan to pay those liabilities as they become due. Conversely, a decreasing UAAL or an increasing Funded Ratio generally indicates an improvement in the financial health of the OPEB Plan because such a change reflects a closing of the above-mentioned gap.

## **Insurance**

The Board is exposed to various risks of loss related to torts, theft of, damage to and destruction of assets, errors and omissions, injuries to employees, and natural disasters. As an agency of the Metropolitan Government, the Board is a governmental entity and is covered under the Tennessee Governmental Tort Liability Act, Tennessee Code Annotated Sections 29-20-101, et seq. Tennessee Code Annotated Section 29-20-403 provides for minimum limits of not less than \$300,000 for bodily injury or death of any one person in any one accident, occurrence or act, \$700,000 for bodily injury or death of all persons in any one accident, occurrence or act and \$100,000 for injury to or destruction of property of others in any one accident. The Board is immune from any award of judgment for death, bodily injury, and/or property damage in excess of the limits described above. Therefore, the Board has not secured insurance coverage in excess of those limits.

The Board has secured property insurance for coverage of all property losses, effective November 1, 2019. The property insurance program is placed with Starr Technical Risks and AEGIS Insurance Services, Inc. The insurance companies participate on a quota share basis with Starr Technical providing 51% of the capacity and AEGIS providing 49%. The limit of liability per insurance company is \$150,000,000 and some of the key sub-limits are as follows:

Flood per occurrence and in the annual aggregate, except;	\$150,000,000
Locations in Flood Zone A or V	\$5,000,000
Earth Movement per occurrence and in the annual aggregate	\$50,000,000
Miscellaneous Unnamed Locations	\$1,000,000
Newly Acquired Property (90 days reporting)	\$5,000,000
Boiler and Machinery	\$50,000,000

The Board provides health benefits to its employees through a self-insured plan with no lifetime claim limit for essential health benefits and a \$2,000,000 lifetime claim limit for non-essential health benefits per insured except for certain survivors. The Board has secured a stop-loss reinsurance policy for individual medical claims over \$450,000.

## **Miscellaneous Revenues**

The Board derives revenues from a variety of sources other than the Electric System, including charges to local telephone and cable television companies for pole attachments. The aggregate revenue from all of these activities was approximately \$22,562,000 for the fiscal year ended June 30, 2020.

## **Payments-in-Lieu-of-Taxes**

The Board is one of the largest payers of taxes or in-lieu taxes in the Metropolitan Government. The terms and conditions of the Power Contract provide, in part, that the Board may use its revenues to pay taxes or in-lieu-of-taxes to the Metropolitan Government and to other jurisdictions in which it has property and customers. The State of Tennessee (the "State") has enacted into law specific statutes for the calculation and process for payment of an amount in lieu of taxes for municipal electric systems. In 1987, the Tennessee General Assembly passed and the Tennessee Governor signed into law the Municipal Electric

System Tax Equivalent Law of 1987 (the "Tax Equivalent Law of 1987"). The Tax Equivalent Law of 1987 governs the timing, calculation and payment of amounts in lieu of taxes by municipal electric systems in an effort to achieve a more uniform system in Tennessee for the payment of the amounts in lieu of taxes by the municipal electric systems to the municipality that owns such electric systems, as well as payments to other jurisdictions within which such municipal electric systems own property or operate their electric systems. For the Electric System's fiscal year ending June 30, 2020, the amounts due for payments-in-lieu-of-taxes to all of the cities and counties in the Electric System's service area was in the approximate aggregate amount of \$33,866,000, which sum was equal to approximately 2.5% of Electric System revenues for that fiscal year.

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## SELECTED FINANCIAL DATA

The following selected financial data of the Board for the fiscal years presented have been summarized or derived from the Board's audited financial statements. Financial data for the four-month periods ended, or at period end on, October 31, 2020 and October 31, 2019 are unaudited and have been provided by the Board.

### Statements of Revenues, Expenses and Changes in Net Position

(in Thousands)

	<u>Four months ended October 31,</u>		<u>Fiscal Year Ended June 30,</u>				
	<u>2020</u>	<u>2019</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017<sup>(1)</sup></u>	<u>2016</u>
Operating Revenues, net	\$ 443,170	\$ 491,667	\$ 1,278,700	\$ 1,342,217	\$ 1,324,224	\$ 1,260,957	\$ 1,201,448
Operating Expenses	405,080	446,020	1,205,896	1,245,201	1,215,713	1,199,677	1,152,537
Operating Income	38,090	45,647	72,804	97,016	108,511	61,280	48,911
Other income and (deductions)	742	4,382	8,229	12,649	6,700	2,384	1,126
Income before Interest Charge	38,832	50,029	81,033	109,665	115,211	63,664	50,037
Interest Expense	5,527	6,277	17,643	19,639	21,019	22,490	21,466
Net Increase in Net Assets/Change in Net Position	\$ 33,305	\$ 43,752	\$ 63,390	\$ 90,026	\$ 94,192	\$ 41,174	\$ 28,571

### Statements of Net Position

(in Thousands)

	<u>As of October 31,</u>		<u>Fiscal Year Ended June 30,</u>				
	<u>2020</u>	<u>2019<sup>(2)</sup></u>	<u>2020</u>	<u>2019<sup>(2)</sup></u>	<u>2018<sup>(2)</sup></u>	<u>2017<sup>(1)</sup></u>	<u>2016</u>
Assets and Deferred Outflows of Resources							
Utility Plant, net	\$ 1,172,561	\$ 1,076,401	\$ 1,155,628	\$ 1,055,165	\$ 1,010,635	\$ 973,053	\$ 939,159
Investment of Restricted Funds	99,547	130,625	78,390	118,371	166,492	194,181	116,266
Current Assets	565,879	645,863	580,554	628,696	576,456	513,121	489,629
Other Non-Current Assets	8,257	7,672	8,747	7,337	5,971	5,699	2,778
Total Assets	1,846,244	1,860,561	1,823,319	1,809,569	1,759,554	1,686,054	1,547,832
Deferred Outflows of Resources	\$ 52,352	\$ 70,753	\$ 65,855	\$ 79,173	\$ 63,152	\$ 62,571	\$ 69,227
Total Assets and Deferred Outflows of Resources	\$ 1,898,596	\$ 1,931,314	\$ 1,889,174	\$ 1,888,742	\$ 1,822,706	\$ 1,748,625	\$ 1,617,059
Liabilities and Deferred Inflows of Resources							
Long Term Debt, less current portion	\$ 513,727	\$ 559,873	\$ 516,373	\$ 562,779	\$ 615,439	\$ 658,867	\$ 568,384
Current Liabilities	182,233	206,222	196,112	213,104	223,810	208,699	206,408
Current Liabilities Payable From Restricted Assets	50,997	48,821	48,891	41,637	33,729	30,782	29,830
Net Pension Liability	198,755	222,226	209,700	221,544	194,620	206,193	233,971
Net OPEB Liability	189,066	196,767	191,048	195,098	207,517	196,661	-
Other Non-Current Liabilities	10,018	10,097	8,527	8,695	9,256	5,227	7,030
Total Liabilities	\$ 1,144,796	\$ 1,244,006	\$ 1,170,651	\$ 1,242,857	\$ 1,284,371	\$ 1,306,429	\$ 1,045,623
Deferred Inflows of Resources	\$ 45,822	\$ 32,273	\$ 43,850	\$ 34,602	\$ 17,078	\$ 15,131	\$ -
Net Position	\$ 707,978	\$ 655,035	\$ 674,673	\$ 611,283	\$ 521,257	\$ 427,065	\$ 571,436
Total Liabilities, Deferred Inflows, and Net Position	\$ 1,898,596	\$ 1,931,314	\$ 1,889,174	\$ 1,888,742	\$ 1,822,706	\$ 1,748,625	\$ 1,617,059

<sup>(1)</sup> As restated for adoption of Governmental Accounting Standards Board Statement No. 75, Accounting and Financial Reporting for Post-Employment Benefits Other Than Pensions

<sup>(2)</sup> Certain amounts of prior-period financial statements have been reclassified to conform to subsequent period presentation

The following tables represent information relating to the number of customers, kilowatt-hour sales, maximum hourly demand, and data on largest customers.

**Number of Customers (not Meters)**

FISCAL YEAR (As of June 30)	RESIDENTIAL	SMALL COMMERCIAL	LARGE COMMERCIAL & INDUSTRIAL	MUNICIPAL	TOTAL
2011	323,346	32,402	7,010	548	363,306
2012	323,842	32,806	6,664	552	363,864
2013	327,033	33,111	6,790	550	367,484
2014	332,425	32,672	6,816	550	372,463
2015	339,381	33,428	6,818	539	380,166
2016	345,051	33,667	6,858	508	386,084
2017	355,456	34,231	6,967	292	396,946
2018	361,427	34,437	7,140	289	403,293
2019	366,045	34,984	7,004	225	408,258
2020	373,798	35,457	6,882	209	416,346

Interim Period Data

As of October 31

2019	368,594	35,137	7,002	225	410,958
2020	375,215	35,679	6,771	214	417,879

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**Sales in kWh and Maximum System Demand in kW**

FISCAL YEAR (Ended June 30)	RESIDENTIAL	SMALL COMMERCIAL	LARGE COMMERCIAL & INDUSTRIAL	LIGHTING	TOTAL KWH	MAX HOURLY DEMAND IN KW
2011	4,976,466,049	781,008,482	6,390,809,091	128,466,849	12,276,750,471	2,627,519
2012	4,527,844,386	770,429,623	6,189,479,142	128,861,545	11,616,614,696	2,561,686
2013	4,686,455,277	783,854,102	6,155,106,129	130,574,174	11,755,989,682	2,511,005
2014	4,912,802,936	808,214,925	6,202,635,803	134,211,759	12,057,865,423	2,713,367
2015	4,850,783,544	805,449,478	6,218,697,610	138,506,086	12,013,436,718	2,626,740
2016	4,539,869,451	794,321,352	6,133,371,471	138,041,618	11,605,603,892	2,422,744
2017	4,659,830,693	810,856,131	6,274,265,762	136,995,640	11,881,948,226	2,395,195
2018	4,925,981,572	825,843,592	6,178,405,432	136,331,006	12,066,561,602	2,572,736
2019	4,914,037,499	819,866,983	6,156,401,981	136,563,983	12,026,870,446	2,466,445
2020	4,862,286,789	790,846,391	5,899,743,533	134,414,754	11,687,291,467	2,525,250
Interim Period Data						
Four months ended October 31						
2019	1,845,686,399	318,295,029	2,318,312,044	45,299,863	4,527,593,335	2,525,250
2020	1,755,952,500	289,291,988	2,093,986,301	44,783,306	4,184,014,095	2,472,763

## Ten Largest Customers

Fiscal Year Ended June 30,

Group Name	2020				2019			
	Revenue	% of Total	kWH	% of Total	Revenue	% of Total	kWH	% of Total
AT&T	\$7,594,024	0.60%	88,147,056	0.75%	\$8,480,127	0.65%	96,491,618	0.80%
Bridgestone/Firestone	7,802,956	0.62%	119,536,992	1.02%	8,987,563	0.68%	141,327,849	1.18%
Fiberweb	7,356,550	0.59%	135,596,464	1.16%	7,628,128	0.58%	135,188,960	1.12%
HCA	7,650,350	0.61%	91,565,251	0.78%	7,967,342	0.61%	92,052,625	0.77%
Metropolitan Board of Education	17,102,715	1.36%	154,299,075	1.32%	19,504,413	1.48%	177,926,087	1.48%
Metropolitan Government (all other departments)	11,774,601	0.94%	112,256,458	0.96%	12,708,287	0.97%	119,320,964	0.99%
Metropolitan Government District Energy System	12,506,804	1.00%	105,723,290	0.90%	12,891,583	0.98%	109,134,311	0.91%
Metropolitan Government Water and Sewer	17,015,658	1.35%	212,681,501	1.82%	18,117,046	1.38%	219,268,222	1.82%
State of Tennessee (all departments)	15,755,421	1.25%	159,264,421	1.36%	15,506,667	1.18%	153,169,352	1.27%
Vanderbilt University	20,828,282	1.66%	275,150,507	2.35%	21,600,680	1.64%	272,338,718	2.26%
	<u>\$125,387,361</u>	9.98%	<u>1,454,221,015</u>	12.44%	<u>\$133,391,836</u>	10.15%	<u>1,516,218,706</u>	12.61%
NES total electric sales and kWh	\$1,256,139,000		11,687,291,467		\$1,313,626,000		12,026,870,446	
Portion represented by non-governmental entities	\$51,232,162	4.08%	709,996,270	6.07%	\$54,663,840	4.16%	737,399,770	6.13%

*Notes: As a result of the COVID-19 pandemic, some or all of the above-listed customers may have temporarily closed all or some of its facilities or may be operating at reduced capacity. It is unknown at this time when and if these customers will reopen at full capacity or whether additional operating restrictions will be necessary. See "COVID-19 AND OTHER EVENTS" herein for more information about the COVID-19 pandemic and its impact on the operations and financial condition of the Electric System.*

**Summary of Changes in Net Position**  
(in Dollars)

FISCAL YEAR (Ended June 30)	OPERATING REVENUES	PURCHASED POWER	OPERATING EXPENSES (a)	DEPRECIATION & AMORTIZATION	TAX EQUIVALENTS (b)	OPERATING INCOME	OTHER INCOME (c)	OTHER DEDUCTIONS (d)	CHANGES IN NET POSITION
2011	1,199,608,921	927,065,179	142,188,277	47,522,601	27,592,430	55,240,434	513,242	26,866,877	28,886,799
2012	1,154,512,724	868,452,530	141,289,100	49,275,854	28,627,861	66,867,379	399,424	23,240,434	44,026,369
2013	1,174,424,263	900,916,418	150,748,346	39,483,809	32,211,121	51,064,569	524,677	23,797,052	27,792,194
2014	1,241,434,000	926,575,000	145,267,000	49,106,000	32,641,000	87,845,000	295,000	22,236,000	65,904,000
2015	1,246,632,000	929,726,000	149,512,000	53,317,000	33,759,000	80,318,000	995,000	25,500,000	55,813,000
2016	1,201,448,000	884,535,000	181,163,000	54,456,000	32,383,000	48,911,000	1,126,000	21,466,000	28,571,000
2017	1,260,957,000	932,275,000	178,525,000	55,409,000	33,468,000	61,280,000	2,384,000	22,490,000	41,174,000
2018	1,324,224,000	943,511,000	182,932,000	58,719,000	30,551,000	108,511,000	6,700,000	21,019,000	94,192,000
2019	1,342,217,000	949,308,000	201,037,000	62,783,000	32,073,000	97,016,000	12,649,000	19,639,000	90,026,000
2020	1,278,700,000	887,729,000	220,035,000	66,266,000	31,866,000	72,804,000	8,229,000	17,643,000	63,390,000
Interim Period Data									
Four months ended October 31									
2019	491,667,000	344,077,000	69,577,000	21,467,000	10,899,000	45,647,000	4,382,000	6,277,000	43,752,000
2020	443,170,000	301,543,000	66,559,000	23,065,000	13,913,000	38,090,000	742,000	5,527,000	33,305,000

*Notes:*

- (a) Includes costs relating to customer accounts, sales and administrative and general expenses.
- (b) Tax equivalents are payments made to local government in-lieu-of real property taxes from which the Board is exempt so long as the property is used for its tax-exempt purpose.
- (c) Primarily interest income.
- (d) Primarily interest expense.

# NASHVILLE ELECTRIC SERVICE

## Debt Service Coverage

(MODIFIED CASH BASIS IN ACCORDANCE WITH BOND RESOLUTION)

FISCAL YEAR (Ended 6/30)	CHANGES IN NET POSITION	PLUS ADJUSTMENTS				INCOME AVAILABLE FOR DEBT SERVICE	DEBT SERVICE		TOTAL	DEBT SERVICE COVERAGE
		DEPRECIATION & AMORTIZATION	INTEREST EXPENSE	EXTRAORDINARY (GAINS)LOSSES	TAX EQUIVALENTS		INTEREST (a)(b)	PRINCIPAL (c)		
2011	28,886,799	47,522,601	24,452,091	2,414,786	27,592,430	130,868,707	21,994,001	21,933,125	43,927,126	2.98
2012*	44,026,369	49,275,854	25,250,860	(2,010,426)	28,627,861	145,170,518	23,589,914	23,408,125	46,998,039	3.09
2013	27,792,194	39,483,809	23,797,052	-	32,211,121	123,284,176	24,455,794	25,622,500	50,078,294	2.46
2014**	65,904,000	49,106,000	22,236,000	-	32,641,000	169,887,000	23,175,000	26,702,000	49,877,000	3.41
2015	55,813,000	53,317,000	25,500,000	-	33,759,000	168,389,000	27,031,000	29,893,000	56,924,000	2.96
2016	28,571,000	54,456,000	21,466,000	-	32,383,000	136,876,000	25,598,000	30,490,000	56,088,000	2.44
2017***	41,174,000	55,409,000	22,490,000	-	33,468,000	152,541,000	24,480,000	25,260,000	49,740,000	3.07
2018	94,192,000	58,719,000	21,019,000	-	30,551,000	204,481,000	28,362,000	27,288,000	55,650,000	3.67
2019	90,026,000	62,783,000	19,639,000	-	32,073,000	204,521,000	27,340,000	28,324,000	55,664,000	3.67
2020	63,390,000	66,266,000	17,643,000	-	31,866,000	179,165,000	26,171,000	36,222,000	62,393,000	2.87

### Interim Period Data

Four months  
ended  
10/31

2019	43,752,000	21,467,000	6,277,000	-	10,899,000	82,395,000	8,793,354	12,073,909	20,867,263	3.95
2020	33,305,000	23,065,000	5,527,000	-	13,913,000	75,810,000	8,235,171	12,618,155	20,853,326	3.64

### NOTES:

(a) EXCLUDES ACCRETED INTEREST EXPENSE ON ELECTRIC SYSTEM REVENUE BONDS, 1996 SERIES A CABS.

(b) EXCLUDES ACCRETED INTEREST EXPENSE ON ELECTRIC SYSTEM REVENUE BONDS, 1998 SERIES A ZERO COUPON BONDS.

(c) INCLUDES ACCRETED INTEREST IN THE YEAR OF MATURITY. CALCULATED ON A PRORATA BASIS AT INTERIM DATES BASED ON BOND INSTRUCTIONS.

\* As restated for adoption of GASB 65. NES early adopted GASB 65 in 2013, effective July 1, 2011. Effect of adoption resulted in an increase of \$1,148,918, and a corresponding decrease in Changes in Net Position. See footnote disclosure in FY 2013 Audited Financial Statements for additional information.

\*\* As restated for adoption of GASB 68. NES adopted GASB 68 in 2015, effective July 1, 2013. Effect of adoption resulted in an increase in Change in Net position of \$5,000,000. See footnote disclosure in FY 2015 Audited Financial Statements for additional information.

\*\*\* As restated for adoption of GASB 75. NES adopted GASB 75 in 2018, effective July 1, 2016. Effect of adoption was not material. See footnote disclosure in FY 2017 Audited Financial Statements for additional information.

## COVID-19 AND OTHER EVENTS

The worldwide spread of COVID-19, a respiratory illness caused by a novel strain of coronavirus, is a pandemic that has affected the entire world, including the Metropolitan Government, and is considered by the World Health Organization to be a Public Health Emergency of International Concern. The Governor of the State issued a state of emergency for the State in mid-March 2020 in response to the COVID-19 pandemic. The spread of COVID-19 has led to quarantine and other "social distancing" measures throughout the United States, including the Metropolitan Government. These measures have included, from to time, (i) the closure of nonessential businesses, (ii) recommendations and warnings to limit nonessential travel and promote telecommuting, (iii) the postponement or cancellation of large-scale gatherings such as conventions, concerts and sporting events, (iv) limits on operations and customer capacity at restaurants and other retail establishments, and (v) the closure of public school buildings. The State continues to be under a state of emergency, and the Governor of the State may continue to issue executive orders to facilitate continued response to the COVID-19 pandemic. The Metropolitan Government may also issue future restrictions in response to the pandemic. As of January \_\_, 2021, there were over \_\_\_\_ confirmed cases of COVID-19 in the Metropolitan Government and over \_\_\_\_ deaths.

The Metropolitan Government is unable to predict: (i) the extent or duration of the COVID-19 outbreak, any recurrence thereof or any other epidemic or pandemic; (ii) the extent or duration of existing or additional quarantines, business and school closures or restrictions, travel restrictions or other measures relating to COVID-19 or any other epidemic or pandemic; or (iii) whether and to what extent the COVID-19 outbreak or any other epidemic or pandemic may disrupt the local or global economy, manufacturing or the supply chain or whether any such disruption may adversely affect the operations of Metropolitan Government or the Electric System. Given the evolving nature of the spread of the virus and the behavior of governments, businesses and individuals in response thereto, neither the Metropolitan Government nor the Board can accurately predict the magnitude of the impact of COVID-19 on its operations or financial condition. The Metropolitan Government is taking steps to mitigate the spread of COVID-19 within the Metropolitan Government, and the Metropolitan Government and the Board are proactively taking steps to preserve effective staffing for all essential Metropolitan Government and Electric System operations.

Although neither the Metropolitan Government nor Board can predict the magnitude of the impact of the COVID-19 pandemic on the Electric System, they are monitoring the Electric System's operations and finances. From an operations perspective, their primary concern is ensuring that Electric System operators remain healthy and capable of managing the operation of the Electric System. The Board has enacted policies, based on guidelines issued by the Centers for Disease Control and Prevention, requiring the isolation of any employees who may have contracted or been exposed to the virus. To date, the Electric System's operations have not been materially impacted.

In response to the COVID-19 pandemic, TVA implemented a pandemic relief program in October 2020 (the "Pandemic Relief Program") whereby it instituted a rate reduction of approximately 2.5% in the wholesale schedule for its distributors, including NES. The Board anticipates that TVA will keep this reduced wholesale rate schedule through September 30, 2021. The wholesale rate reduction is expected to reduce NES's purchased power costs by \$18.3 million for the duration of the Pandemic Relief Program.

In connection with TVA's Pandemic Relief Program, the Board approved its own two-part approach to provide financial relief to NES customers during the pandemic. First, the Board approved a retail rate reduction for NES customers. The retail rate reduction is expected to result in a decrease of \$10.5 million in retail revenues, although, as noted above, purchased power costs for NES have also decreased as a result of the Pandemic Relief Program. As the second part of its approach to provide customer relief, the Board has partnered with a local agency that provides emergency financial assistance to NES customers who need help paying their NES bills. The financial assistance provided by the local agency comes from

local donations as well as a charitable contribution of \$6.0 million from NES. The local agency began making assistance payments on NES bills in November 2020.

In addition to the change in rates as a result of the pandemic, the Board has also seen a change in demand since the onset of the pandemic, though this change in demand may be due to several non-pandemic factors. In the period from March 2020 through October 2020, NES experienced decreased kilowatt-hour (or kWh) demand as compared to this same period in 2019. In mid-March 2020, restrictions on business and personal activity related to the COVID-19 pandemic took effect. In addition to the COVID-19 pandemic, NES customers experienced the following events in the period from March 2020 through October 2020 that impacted demand: 1) temperatures as measured by degree days were 11% lower in 2020 compared to 2019, 2) a tornado in the first week of March 2020 caused power outages and disruption for over 60,000 customers and 3) a derecho in the first week of May 2020 caused power outages and disruption to over 130,000 customers. Total kWh sold by NES decreased by 8.5% from March 2020 through October 2020 as compared to the same period in 2019. While retail revenue decreased 10.4% for the comparison period, purchased power costs for NES also decreased 13.1% for this period. The net effect was only a \$7.6 million decrease in margin.

Billing and collection efforts by NES, to date, have not been significantly disrupted by the COVID-19 pandemic and the storm events previously mentioned. To aid customers who experienced economic hardship as a result of the storm events and the pandemic, NES did not disconnect service for nonpayment or charge late fees during the period of March 2020 through September 2020. Additionally, effective July 1, 2020, all customer balances over 30 days past due (totaling approximately \$20.1 million) were transferred to a payment arrangement account which is amortizing the balances over the succeeding 12 months (the "Special Payment Arrangement"). During the period from July 1, 2020 to September 30, 2020, another \$16.1 million in customer balances aged past 30 days. NES estimates that approximately 55,000 customers have deferred their payments as part of this Special Payment Arrangement. On average, approximately \$4.9 million of billing was deferred each month while the program was in effect. As of October 31, 2020, \$11.5 million of accounts receivable remained as part of the Special Payment Arrangement in addition to the \$16.1 million at September 30 either as part of the Special Payment Arrangement or past due. As of October 31, 2020, NES customers have received approximately \$2.9 million of assistance from outside agencies to pay their NES bills. At June 30, 2020 and October 31, 2020, NES recorded allowances for uncollectable accounts of \$2.2 million and \$3.3 million, respectively. These amounts are netted with residential revenues.

To date, NES has not incurred a significant increase in operating expenses as a result of the COVID-19 pandemic. NES has expended approximately \$400,000 since mid-March 2020 directly in response to COVID-19, which operating expenses mostly involved costs of personal protective equipment and supplies and overtime for employees. While reimbursement is not certain, the Board believes some or all of these expenses may be reimbursable from the Federal Emergency Management Agency ("FEMA").

The Board does not expect a material decrease in operating revenues or a material increase in operating expenses in future fiscal years as a result of the COVID-19 pandemic, though circumstances may change due to the unprecedented and evolving nature of the pandemic. Though no assurances can be made, the Board believes it has adequate cash on hand to cover essential services and make timely debt service payments if unexpected changes to Electric System revenues and expenses occur. See the section entitled "SECURITY FOR THE BONDS" herein regarding the funds and accounts available for Electric System needs and debt service payments. As of Fiscal Year 2020, the Board had unrestricted cash and short-term investments on hand equivalent to 129 days of cash expenses, which include purchased power, operating expenses, and tax equivalents. The Board does not expect to receive any aid from the State or the federal government other than the potential FEMA reimbursement of operating expenses discussed above.



See "SELECTED FINANCIAL DATA" above for additional information on revenues, expenses, changes in net position as well as information on sales and demand and debt service coverage for the Electric System as of the fiscal year ended June 30, 2020 (audited) and for the four-month period ended October 31, 2020 (unaudited).

## **BONDHOLDERS' RISKS**

### **General**

Set forth below are certain risks purchasers of the 2021 Series A Bonds should consider when making an investment decision. All potential risks are not included, and the discussion is not intended to be exhaustive.

### **Enforceability of Remedies**

The remedies available to the owners of the 2021 Series A Bonds upon an event of default under the Bond Resolution are in many respects dependent upon judicial actions, which are often subject to discretion and delay. The enforceability of remedies or rights with respect to the 2021 Series A Bonds may be limited by state and federal laws, rulings and decisions affecting remedies and by bankruptcy, insolvency or other laws affecting creditors' rights or remedies heretofore or hereafter enacted. Under existing constitutional and statutory law and judicial decisions, certain remedies specified by the Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2021 Series A Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

### **Additional Obligations**

The Metropolitan Government may issue Additional Bonds on a parity of lien with the 2021 Series A Bonds and the Parity Debt Obligations with respect to the Pledged Funds or subordinate to the 2021 Series A Bonds and the Parity Debt Obligations in accordance with the provisions of the Bond Resolution. The issuance of Additional Bonds would increase the debt service requirements and could adversely affect debt service coverage on the 2021 Series A Bonds. See "SECURITY FOR THE BONDS - Additional Bonds."

### **Early Payment Prior to Maturity**

The 2021 Series A Bonds are subject to optional redemption prior to maturity. See "DESCRIPTION OF THE SERIES 2021 Series A Bonds —Redemption – *Optional Redemption*." A prospective investor should consider these rights when making any investment decision. Following a redemption, the owners of the 2021 Series A Bonds may not be able to reinvest their funds at a comparable interest rate.

### **Loss of Tax Exemption**

There is no provision for the redemption of the 2021 Series A Bonds or for the payment of additional interest on the 2021 Series A Bonds in the event that interest on the 2021 Series A Bonds becomes includable in gross income for federal income tax purposes. In the event that interest on the 2021 Series A Bonds becomes includable in gross income for federal income tax purposes, the value and marketability of the 2021 Series A Bonds would likely be adversely affected. The Metropolitan Government and the Board

have, however, covenanted not to do anything that would adversely affect the tax-exempt status of the 2021 Series A Bonds. See "TAX EXEMPTION."

### **Future Legislation Could Affect Tax-Exempt Obligations**

The federal government is considering various proposals to reduce federal budget deficits and the amount of federal debt, including proposals that would eliminate or reduce indirect expenditures made through various deductions and exemptions currently allowed by the income tax laws. The exemption for interest on tax-exempt obligations is one of the indirect expenditures that could be affected by a deficit reduction initiative. Some deficit-reduction proposals would completely eliminate the exemption for interest on all tax-exempt obligations. Other proposals would place an aggregate cap on the total amount of exemptions and deductions that may be claimed by a taxpayer, or a cap on the exemption for interest on all tax-exempt obligations. Changes in the rate of the federal income tax, including so-called "flat tax" proposals, could also reduce the value of the exemption.

Changes affecting the exemption for interest on tax-exempt bonds, if enacted, could apply to tax-exempt obligations already outstanding, including the 2021 Series A Bonds offered pursuant to this Official Statement, as well as obligations issued after the effective date of such legislation. It is not possible to predict whether Congress will adopt legislation affecting the exemption for tax-exempt bonds, what the provisions of such legislation may be, whether any such legislation will be retroactive in effect, or what effect any such legislation may have on investors in the 2021 Series A Bonds. Investors should consult their own tax advisors about the prospects and possible results of future legislation that could affect the exemption for interest on tax-exempt obligations.

### **Climate Change**

Numerous scientific studies have detailed changing global weather patterns and the potential for increasing extreme weather events across the world. The Metropolitan Government's location in the southern United States and proximity to several waterways increases its vulnerability to flooding and extreme heat. In addition to flooding and extreme heat, the Metropolitan Government faces other threats due to climate change, including the possibility of drought conditions that could become increasingly severe and frequent. The Metropolitan Government has undertaken multiple local initiatives to address climate change and sustainability, including the creation of an energy savings program to support energy efficiency efforts in the Metropolitan Government's general government facilities. Neither the Metropolitan Government nor the Board can predict the timing, extent or severity of climate change and its impact on the Metropolitan Government's or Board's operations and finances.

### **Cyber Security**

The Metropolitan Government and the Board utilize various computer systems and network technology to perform many of its vital operations. Such operations often include the storage and transmission of sensitive information. As a result, the Metropolitan Government and/or the Board may be the target of cyberattacks attempting to gain access to such information. In addition to intentional attacks, information breaches may occur due to unintentional employee error. A successful cyberattack or unintentional breach may require the expenditure of an unknown amount of money or time to resolve, substantially interrupt municipal services and operations and subject the Metropolitan Government and/or the Board to legal action. Neither the Metropolitan Government nor the Board has any knowledge of, nor historical record of, any successful cyber security breach or related attack. Attempted cyber security attacks, whether anonymous or targeted, occur on a periodic frequency that is not uncommon to organizations or entities similar to the Metropolitan Government and the Board. To mitigate against such risks, the Metropolitan Government and the Board have instituted various technical controls, policies and procedures

to protect its network infrastructure, including a cyber-security training requirement for certain departments, as well as general cyber-security training and awareness for all employees. The Board is subject to the requirements of NERC and complies with federal rules applicable to utilities owning certain types of assets on the bulk electric system. The Board undergoes regular monitoring and compliance audits in this regard. The Metropolitan Government and the Board also maintain insurance against cyber security incidents. Despite the Metropolitan Government's and the Board's measures to safeguard its network infrastructure, there are no guarantees that such measures will be successful.

## **COVID-19**

As previously mentioned herein, the COVID-19 pandemic is far-reaching and unprecedented. Neither the Metropolitan Government nor the Board is able to predict the impact of the pandemic on the operations or financial condition of the Metropolitan Government, Board or Electric System. As stated herein, the Board is monitoring the Electric System's operations and finances. See "COVID-19 AND OTHER EVENTS" herein for more information about the pandemic and any impact to the Board and the Electric System.

## **Other Risk Factors**

In the future, the following additional factors, among others, may adversely affect the operations of energy providers, including the Board, to an extent that cannot be determined at this time:

(1) The ability of, and costs to, the Board to insure or otherwise protect itself against property damage and general liability claims. See "ADDITIONAL FINANCIAL AND OPERATIONAL INFORMATION – Insurance."

(2) TVA's inability to provide electricity and other risk factors relating to the Board's relationship with TVA. See "FACTORS AFFECTING THE ELECTRIC UTILITY INDUSTRY – TVA and General Industry Risk Factors."

(3) Proposals to eliminate the tax-exempt status of bonds issued by the Metropolitan Government, or to limit the use of such tax-exempt bonds, as discussed above, which have been made in the past, and which may be made again in the future. The adoption of such proposals would increase the cost to the Board of financing future capital needs.

## **LITIGATION AND OTHER PROCEEDINGS**

There are not now pending, nor to the knowledge of the Metropolitan Government or the Board are there threatened, any legal proceedings restraining, enjoining, or adversely affecting the issuance or delivery of the 2021 Series A Bonds, the fixing or collecting of rates and charges for the services of the Electric System, to the pledge of the Pledged Funds, the proceedings and authority under which the 2021 Series A Bonds are to be issued, which affect in any way the validity of the 2021 Series A Bonds or which in any manner affect or call into question the right of the Board to operate the Electric System.

The Board, like other similar public bodies, is subject to a variety of lawsuits and proceedings arising in the ordinary conduct of its affairs. After reviewing the current status of all pending and threatened litigation involving the Electric System with its General Counsel, the Board believes that, while the outcome of such litigation and proceedings cannot be predicted, the final resolution of these pending and threatened lawsuits, proceedings and claims against the Board and its officials in such capacity are not expected to have a material adverse effect upon the financial position or results of operations of the Electric System after taking into consideration the Board's insurance and self-insurance arrangements.

## **TAX EXEMPTION**

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the 2021 Series A Bonds for interest thereon to be and remain excluded from gross income for Federal income tax purposes. Noncompliance with such requirements could cause the interest on the 2021 Series A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issue of the 2021 Series A Bonds. The Metropolitan Government has covenanted in the Bond Resolution to maintain the exclusion of the interest on the 2021 Series A Bonds from gross income for Federal income tax purposes pursuant to Section 103(a) of the Code.

In the opinion of Bradley Arant Boult Cummings LLP, Nashville, Tennessee, Bond Counsel, under existing law, and assuming compliance with the aforementioned covenant, interest on the 2021 Series A Bonds is excluded from gross income for Federal income tax purposes. Bond Counsel is also of the opinion that the 2021 Series A Bonds are not "specified private activity bonds" within the meaning of Section 57(a)(5) of the Code and, therefore, the interest on the 2021 Series A Bonds will not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code. Bond Counsel is further of the opinion that under existing law interest on the 2021 Series A Bonds is exempt from all state, county, and municipal taxation in the State of Tennessee, except franchise and excise taxes.

With respect to the 2021 Series A Bonds initially offered to the public at prices less than the amounts payable thereon at maturity, the difference between the principal amount of such 2021 Series A Bonds and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such 2021 Series A Bonds of the same maturity was sold constitutes original issue discount which is excluded from gross income for Federal income tax purposes to the same extent as interest on such 2021 Series A Bonds. Such original issue discount accrues actuarially on a constant interest rate basis over the term of each such 2021 Series A Bond, and the basis of each such 2021 Series A Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount.

With respect to the 2021 Series A Bonds initially offered to the public at prices greater than the amounts payable thereon at maturity, the difference between the principal amount of such 2021 Series A Bonds and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such 2021 Series A Bonds of the same maturity was sold constitutes original issue premium. As a result of the tax cost reduction requirements of the Code relating to amortization of original issue premium, under certain circumstances an initial owner of such 2021 Series A Bonds may realize a taxable gain upon the disposition of such 2021 Series A Bonds even though such 2021 Series A Bonds are sold or redeemed for an amount equal to such owner's original cost of acquiring such 2021 Series A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the 2021 Series A Bonds may affect the tax status of interest on the 2021 Series A Bonds. No assurance can be given that future legislation, or amendments to the Code, if enacted into law, will not contain provisions which could directly or indirectly reduce the benefit of the exclusion of the interest on the 2021 Series A Bonds from gross income for Federal income tax purposes. Furthermore, Bond Counsel expresses no opinion as to any Federal, State or local tax law consequences with respect to the 2021 Series A Bonds, or the interest thereon, if any action is taken with respect to the 2021 Series A Bonds or the proceeds thereof upon the advice or approval of bond counsel other than Bond Counsel.

Although Bond Counsel has rendered an opinion that interest on the 2021 Series A Bonds is excluded from gross income for Federal and State income tax purposes, a Bondholder's Federal, state or local tax liability may otherwise be affected by the ownership or disposition of the 2021 Series A Bonds. The nature and extent of these other tax consequences will depend upon the Bondholder's other items of income or deduction. Without limiting the generality of the foregoing, prospective purchasers of the 2021 Series A Bonds should be aware that (i) Section 265 of the Code denies a deduction for interest on indebtedness incurred or continued to purchase or carry the 2021 Series A Bonds or, in the case of the financial institution, that portion of a holder's interest expense allocated to interest on the 2021 Series A Bonds, (ii) with respect to insurance companies subject to the tax imposed by Section 831 of the Code, Section 832(b)(5)(B) reduces the deduction for loss reserves by 15 percent of the sum of certain items, including interest on the 2021 Series A Bonds, (iii) interest on the 2021 Series A Bonds earned by certain foreign corporations doing business in the United States could be subject to a branch profits tax imposed by Section 884 of the Code, (iv) passive investment income, including interest on the 2021 Series A Bonds, may be subject to Federal income taxation under Section 1375 of the Code for Subchapter S corporations that have Subchapter C earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income, and (v) Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take into account, in determining the taxability of such benefits, receipts or accruals of interest on the 2021 Series A Bonds. Bond Counsel has expressed no opinion regarding any such other tax consequences.

The foregoing discussion does not address the effects of any applicable federal, state, local or foreign tax laws other than those specifically discussed above. Prospective purchasers are urged to consult their own tax advisor concerning the federal tax consequences of owning and disposing of the 2021 Series A Bonds, as well as any consequences under the laws of any state, local or foreign taxing jurisdiction.]

See "BONDHOLDERS' RISKS – Loss of Tax Exemption" and "BONDHOLDERS' RISKS – Future Legislation Could Affect Tax-Exempt Obligations" herein for a discussion of certain risk factors relating to investment in the 2021 Series A Bonds.

## **APPROVAL OF LEGAL PROCEEDINGS**

All legal matters incident to the authorization and issuance of the 2021 Series A Bonds are subject to the approval of Bradley Arant Boult Cummings LLP, Nashville, Tennessee, Bond Counsel, whose approving opinion in substantially the form attached hereto as Appendix E will be delivered with the 2021 Series A Bonds. Certain legal matters with respect to the Board will be passed upon by Laura Smith, Esq., Vice President – General Counsel to the Board, with respect to the Metropolitan Government, by Robert Cooper, Director of Law, and, with respect to the Underwriters, by Bass, Berry & Sims PLC, counsel to the Underwriters.

## **UNDERWRITING**

Pursuant to a Bond Purchase Agreement dated January \_\_, 2021 (the "Bond Purchase Agreement") among the Metropolitan Government, the Board and Raymond James & Associates, Inc., as representative and on behalf of the underwriters (the "Underwriters"), the Underwriters have agreed to purchase the 2021 Series A Bonds at an aggregate purchase price of \$\_\_\_\_\_ (consisting of the par amount of the 2021 Series A Bonds plus/less [net] original issue premium/discount of \$\_\_\_\_\_, and less an Underwriters' discount of \$\_\_\_\_\_). The obligation of the Underwriters to purchase the 2021 Series A Bonds is subject to certain conditions contained in the Bond Purchase Agreement.

The 2021 Series A Bonds will be offered at the respective initial public offering prices shown on the inside cover page of this Official Statement. The Underwriters may offer and sell the 2021 Series A

Bonds to certain dealers (including dealers depositing the 2021 Series A Bonds into investment trusts) and others at prices lower than the public offering prices stated on the inside cover page hereof. The initial public offering prices may be changed from time to time by the Underwriters in their discretion.

FHN Financial Capital Markets is a division of First Horizon Bank, and First Horizon Advisors, Inc., is a wholly owned subsidiary of First Horizon Bank. FHN Financial Capital Markets has entered into a distribution agreement with First Horizon Advisors, Inc., for the distribution of the offered 2021 Series A Bonds at the original issue prices. Such arrangement generally provides that FHN Financial Capital Markets will share a portion of its underwriting compensation or selling concession with First Horizon Advisors, Inc.

### **FINANCIAL ADVISOR**

PFM Financial Advisors LLC ("PFM") is employed by the Board to perform professional services in the capacity of financial advisor. In its role as financial advisor to the Board, PFM has provided advice on the plan of financing and structure of the 2021 Series A Bonds, reviewed certain legal and disclosure documents, including this Official Statement, for financial matters, and reviewed and will give an opinion to the Board on the fairness of the pricing of the 2021 Series A Bonds by the underwriting syndicate. PFM has not independently verified the factual information contained in this Official Statement, but relied on the information supplied by the Metropolitan Government and other sources and the Metropolitan Government's and the Board's certification as to the Official Statement.

### **CONTINUING DISCLOSURE**

Rule 15c2-12 under the Securities and Exchange Act of 1934, as amended (the "Rule"), prohibits an underwriter from purchasing or selling municipal securities unless it has determined that the issuer or other obligated person of such securities has committed to provide annually certain information, including audited financial information, and notice of various events described in the Rule. The Board has covenanted for the benefit of the holders of the Bonds that, consistent with the Rule, the Board will provide the following: (i) annual financial information for the Board, including audited financial statements of the Board for each fiscal year ending on and after June 30, 2021, in a timely manner; (ii) notices of certain events with respect to the Bonds and (iii) notice of any failure of the Board to provide required annual financial information not later than June 30, 2022 or any June 30 thereafter.

[Certain bonds issued for the benefit of the Board were or are insured by bond insurance companies that experienced rating changes within the previous five years. Notice of these insured rating changes was not filed by the Board; however, information on these insured rating changes was widely available and reported to the market. The Board has since filed notice of the current rating of the insurer for all insured Outstanding Bonds. Otherwise, in the previous five years, the Board has not failed to comply in any material respect with any undertaking in a written contract or agreement specified in the Rule.] The proposed form of the Continuing Disclosure Agreement is in Appendix F.

### **INDEPENDENT AUDITOR**

The financial statements as of June 30, 2020 and 2019 and for each of the two years in the period ended June 30, 2020, included in this Official Statement, have been audited by PricewaterhouseCoopers LLP, independent auditor, as stated in its report appearing herein.

## **RATINGS**

S&P Global Ratings and Fitch Ratings have given the ratings appearing on the front cover of this Official Statement to the 2021 Series A Bonds. Such ratings reflect only the view of such organizations, and an explanation of the significance of such rating may be obtained only from the respective rating agency. There is no assurance that such ratings will be maintained for any given period of time or that they will not be revised downward or be withdrawn entirely by the respective rating agency if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the 2021 Series A Bonds. Due to the ongoing uncertainty regarding the economy of the United States of America, including, without limitation, matters such as the future political uncertainty regarding the United States debt limit, obligations issued by state and local governments, such as the 2021 Series A Bonds, could be subject to a rating downgrade. Additionally, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for and ratings, liquidity, and market value of outstanding debt obligations, including the 2021 Series A Bonds.

## **FORWARD-LOOKING STATEMENTS**

Any statements made in this Official Statement, including in the appendices attached hereto, involving estimates or matters of opinion, whether or not so expressly stated as such, are set forth as estimates or matters of opinion and not as representations of fact. No representation is made that any of the estimates or matters of opinion will be realized.

The statements contained in this Official Statement, including in the appendices attached hereto, that are not purely historical, are forward-looking statements. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available on the date hereof, and the Metropolitan Government assumes no obligation to update any such forward-looking statement. It is important to note that actual results could differ materially from those in such forward-looking statements.

The forward-looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including without limitation: risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates; possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions; and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners, competitors and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Metropolitan Government. Any of such assumptions could be inaccurate. Therefore, there can be no assurance that the forward-looking statements included in this Official Statement, including in the appendices attached hereto, will prove to be accurate.

## **MISCELLANEOUS**

The references herein to, and the summaries presented herein, of the Supplemental Resolution, the Bond Resolution, the Act and the Metropolitan Charter are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and reference is made to such documents and the Act for full and complete statements of such provisions. The delivery of this Official Statement by the Board has been authorized by the Metropolitan County Council. The Fiscal Agent and its counsel have not participated in the preparation of this Official Statement, except for confirming the accuracy of any description of the

Fiscal Agent contained herein, and hereby disclaim any responsibility for the accuracy or completeness of the information set forth in this Official Statement.

Use of the words "shall" or "will" in this Official Statement or in summaries of documents to describe future events or continuing obligations is not intended as a representation that such event or obligation will occur but only that the document contemplates or requires such event to occur or obligation to be fulfilled.

Neither this Official Statement nor any statement which may have been made orally or in writing is to be construed as a contract with the owners of the 2021 Series A Bonds.

*[Certification Page Follows]*



### **CERTIFICATION AS TO OFFICIAL STATEMENT**

The Metropolitan Government and the Board will represent to the Underwriters in the Bond Purchase Agreement that (i) the information and statements, including financial statements of or pertaining to the Metropolitan Government or the Board, contained in this Official Statement were and are correct in all material respects, and (ii) insofar as the Metropolitan Government or the Board and their affairs, including their financial affairs, are concerned, this Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

ELECTRIC POWER BOARD OF THE  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: \_\_\_\_\_ /s/ \_\_\_\_\_  
Title: \_\_\_\_\_ Metropolitan Mayor

By: \_\_\_\_\_ /s/ \_\_\_\_\_  
Title: \_\_\_\_\_ Board Chair

**APPENDIX A**

**Audited Financial Statements of the  
Electric Power Board of the Metropolitan Government  
of Nashville and Davidson County  
for the Years Ended June 30, 2020 and June 30, 2019 and  
Independent Auditor's Report**

## **APPENDIX B**

### **Unaudited Financial Information for the Four-Month Periods Ended October 31, 2020 and October 31, 2019**

(See Notes to Unaudited Financial Information included herein.)

**STATEMENTS OF NET POSITION (\$000 OMITTED)**

(Unaudited)    (Unaudited)  
**October 31,    October 31,**  
**2020                2019**

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**ASSETS AND DEFERRED OUTFLOWS OF RESOURCES**
**CURRENT ASSETS:**

Cash and cash equivalents	\$ 335,981	\$ 413,224
Other investments	50,494	50,860
Customer and other accounts receivable, less allowance for doubtful accounts of \$3,333 and \$828 respectively	138,181	139,738
Materials and supplies	32,367	30,466
Other current assets	<u>8,856</u>	<u>11,575</u>

<b>TOTAL CURRENT ASSETS</b>	<u><b>565,879</b></u>	<u><b>645,863</b></u>
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**INVESTMENT OF RESTRICTED FUNDS:**

Cash and cash equivalents – Bond funds	19	662
Other investments – Bond funds	98,209	129,733
Cash and cash equivalents – Other funds	<u>1,319</u>	<u>230</u>

<b>TOTAL INVESTMENT OF RESTRICTED FUNDS</b>	<u><b>99,547</b></u>	<u><b>130,625</b></u>
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**UTILITY PLANT:**

Electric plant, at cost	1,950,996	1,814,196
Less: Accumulated depreciation	<u>(778,435)</u>	<u>(737,795)</u>

<b>TOTAL UTILITY PLANT, NET</b>	1,172,561	1,076,401
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<b>OTHER NON-CURRENT ASSETS</b>	<u><b>8,257</b></u>	<u><b>7,672</b></u>
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<b>TOTAL ASSETS</b>	<u><b>1,846,244</b></u>	<u><b>1,860,561</b></u>
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**DEFERRED OUTFLOWS OF RESOURCES:**

Deferred amount on refunding of debt	11,560	13,291
Difference between projected and actual pension earnings, net	-	-
Difference between projected and actual pension experience	2,331	5,138
Difference between projected and actual pension assumptions	16,765	28,035
Difference between projected and actual OPEB earnings, net	-	-
Difference between projected and actual OPEB experience	2,505	4,652
Difference between projected and actual OPEB assumptions	<u>19,191</u>	<u>19,637</u>

<b>TOTAL DEFERRED OUTFLOWS OF RESOURCES</b>	52,352	70,753
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<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>	<u><b>1,898,596</b></u>	<u><b>1,931,314</b></u>
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See notes to unaudited financial information.

**STATEMENTS OF NET POSITION (\$000 OMITTED)**  
**(continued)**

**(Unaudited) (Unaudited)**  
**October 31, October 31,**  
**2020 2019**

**LIABILITIES AND DEFERRED INFLOWS OF RESOURCES**

CURRENT LIABILITIES:

Accounts payable for purchased power	127,601	154,438
Trade accounts payable	13,564	11,394
Accrued employee obligations	9,533	10,472
Accrued expenses	11,373	10,664
Customer deposits	<u>20,162</u>	<u>19,254</u>
<b>TOTAL CURRENT LIABILITIES</b>	<b><u>182,233</u></b>	<b><u>206,222</u></b>

CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS:

Construction accounts payable and retainage	1,984	720
Accrued interest payable	11,323	12,091
Current portion of long-term debt	<u>37,690</u>	<u>36,010</u>
<b>TOTAL CURRENT LIABILITIES PAYABLE FROM RESTRICTED ASSETS</b>	<b><u>50,997</u></b>	<b><u>48,821</u></b>

LONG-TERM DEBT, LESS CURRENT PORTION	513,727	559,873
NET PENSION LIABILITY	198,755	222,226
NET OPEB LIABILITY	189,066	196,767
OTHER NON-CURRENT LIABILITIES	<u>10,018</u>	<u>10,097</u>

<b>TOTAL LIABILITIES</b>	<b><u>1,144,796</u></b>	<b><u>1,244,006</u></b>
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DEFERRED INFLOWS OF RESOURCES

Difference between projected and actual pension earnings, net	4,976	5,657
Difference between projected and actual pension experience	7,062	4,028
Difference between projected and actual pension assumptions	6,435	-
Difference between projected and actual OPEB earnings, net	2,170	1,952
Difference between projected and actual OPEB experience	<u>25,179</u>	<u>20,636</u>
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>45,822</b>	<b>32,273</b>

<b>TOTAL LIABILITIES AND DEFERRED INFLOWS OF RESOURCES</b>	<b><u>1,190,618</u></b>	<b><u>1,276,279</u></b>
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<b>NET POSITION</b>	<b><u>707,978</u></b>	<b><u>655,035</u></b>
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<b>TOTAL LIABILITIES, DEFERRED INFLOWS, AND NET POSITION</b>	<b><u>\$ 1,898,596</u></b>	<b><u>\$ 1,931,314</u></b>
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See notes to unaudited financial information.

**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION (\$000 OMITTED)**

	<b>(Unaudited) (Unaudited)</b>	
	<b>October 31,</b>	<b>October 31,</b>
	<b>2020</b>	<b>2019</b>
<hr/>		
OPERATING REVENUES:		
Residential	\$ 201,544	\$ 215,918
Commercial and industrial	228,215	259,441
Street and highway lighting	7,144	6,956
Other	<u>6,267</u>	<u>9,352</u>
Total operating revenues, net	443,170	491,667
PURCHASED POWER	301,543	344,077
OPERATING EXPENSES	66,559	69,577
TAX EQUIVALENTS	13,913	10,899
DEPRECIATION & AMORTIZATION	<u>23,065</u>	<u>21,467</u>
Operating income	<u>38,090</u>	<u>45,647</u>
NON-OPERATING REVENUE (EXPENSE):		
Interest income	243	4,172
Interest expense, net	(5,527)	(6,277)
Other non-operating income	<u>499</u>	<u>210</u>
Total non-operating expense	<u>(4,785)</u>	<u>(1,895)</u>
INCREASE IN NET POSITION	<u>33,305</u>	<u>43,752</u>
NET POSITION, beginning of year	674,673	611,283
NET POSITION, end of year	<u>\$ 707,978</u>	<u>\$ 655,035</u>

See notes to unaudited financial information.

**ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

**NOTES TO UNAUDITED FINANCIAL INFORMATION BASIS OF PRESENTATION**

[The accompanying unaudited financial information includes the accounts of the Electric Power Board of the Metropolitan Government of Nashville and Davidson County (the “Board”). This financial information does not include certain information and footnotes required by generally accepted accounting principles. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the four months ended October 31, 2020 and 2019 are not necessarily indicative of the results that may be expected for the fiscal years ending June 30, 2021 and 2020. PricewaterhouseCoopers LLP, the Board’s auditor, has not been engaged to perform and has not performed any procedures on the financial information included in this Appendix B.]

## **APPENDIX C**

### **The Metropolitan Nashville and Davidson County Area – Economic and Demographic Information**



## THE METROPOLITAN NASHVILLE AND DAVIDSON COUNTY AREA

### Economic and Demographic Information

The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") is issuing its Electric System Revenue Bonds, 2021 Series A (the "2021 Series A Bonds") for the use and benefit of the Electric Power Board of The Metropolitan Government of Nashville and Davidson County, which does business as Nashville Electric Service (the "Board"). *The 2021 Series A Bonds are not general obligations of the Metropolitan Government, and no holder of the 2021 Series A Bonds shall ever have the right to compel the Metropolitan Government to exercise its taxing power to pay principal, redemption price of or interest on the 2021 Series A Bonds.*

All of the following information, estimates, and expressions of opinion are subject to change without notice. Though collected from sources that the Metropolitan Government and the Board believe to be reliable, neither the Metropolitan Government nor the Board has made any independent verification of the information provided by non-Metropolitan Government or non-Board sources, and neither the Metropolitan Government nor the Board takes any responsibility for the completeness or accuracy thereof. Except as otherwise provided, the information herein is generally in relation to dates and periods prior to the COVID-19 pandemic and the resulting measures instituted to mitigate it. As provided in the section of the Official Statement entitled "BONDHOLDERS' RISKS – COVID-19," the economic and social impact of COVID-19 is far-reaching, unprecedented and constantly evolving. Historical numbers, including but not limited to those regarding employment and tourism, presented herein cannot be relied upon as reflective of current conditions or predictive of future results, which may be materially different from the information presented herein. The delivery by the Metropolitan Government and the Board of the information contained herein shall not, under any circumstances, create any implication that there has not been a material change in the affairs of the Metropolitan Government since the date of the Official Statement.

### The Metropolitan Government

#### Organization

On June 28, 1962, the voters of Nashville and Davidson County approved the Charter of the Metropolitan Government (the "Charter"). The Tennessee Supreme Court upheld the validity of the Charter in October 1962. On April 1, 1963 the governments of the City of Nashville and of Davidson County were consolidated to form "The Metropolitan Government of Nashville and Davidson County", under which the boundaries of Nashville and Davidson County are co-extensive.

The executive and administrative powers are vested in the Metropolitan Mayor (the "Mayor"), who is elected at large for a four-year term. The Mayor is authorized to administer, supervise and control all departments and to appoint all members of boards and commissions created by the Charter or by ordinance enacted pursuant to the Charter unless otherwise excepted. A two-thirds vote of the Metropolitan County Council is required to override the Mayor's veto. The Charter also provides for a Vice Mayor, who is elected at large for a four-year term and is the presiding officer of the Metropolitan County Council. The Metropolitan County Council is the legislative body of the Metropolitan Government and is composed of 40 members who are elected for four-year terms: 35 are elected from council districts and five are elected at large.

### Economic and Demographic Profile of the Metropolitan Government

## Introduction

The Metropolitan Government as created in 1963, is in the north central part of Tennessee and covers 533 square miles. Nashville is the capital of the State of Tennessee and is situated in the Nashville Basin, between the Tennessee River on the west and the Eastern Highland Rim on the east.

## Population Growth

The following table sets forth information concerning population growth in the Metropolitan Government. A comparison with the Nashville Metropolitan Statistical Area (“MSA”), the State and the United States serves to illustrate relative growth.

### The Metropolitan Government of Nashville and Davidson County Demographic Statistics – Population Growth Change

Area	2000	2010	2000 - 2010	2019 Estimates
Nashville/Davidson	569,891	626,681	10.0%	670,820
MSA	1,311,789	1,670,900	27.4%	2,090,958
State of Tennessee	5,689,283	6,346,105	11.5%	6,829,174
United States	281,421,906	308,745,538	9.7%	328,329,523

Source: Census Bureau (census.gov)

Growth within the MSA has occurred to the greatest extent in surrounding communities, which, although suburbs of Nashville, are in themselves residential, manufacturing and agricultural communities.

### Per Capita Personal Income

Area	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Nashville/Davidson	\$45,459	\$47,505	\$48,941	\$47,729	\$46,986	\$51,179	\$56,064	\$58,283	62,876	\$66,060
MSA	39,949	41,579	43,512	44,865	44,916	47,423	50,747	52,450	55,382	57,953
State of Tennessee	32,950	35,653	37,457	38,778	38,814	40,125	42,128	43,326	45,517	46,894
United States	38,144	40,277	42,461	44,282	44,493	46,494	48,451	49,246	51,640	54,440

Source – Bureau of Economic Analysis (bea.gov)

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## Employment

The following table shows the labor force segments of the eight-county Nashville Metropolitan Statistical Area for calendar years 2015 through 2019. As previously noted, the COVID-19 pandemic has affected employment throughout sectors since mid-March 2020, including most notably Leisure & Hospitality.

### NASHVILLE MSA EMPLOYMENT BY INDUSTRY

	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Total Employed – All Industries <sup>1</sup>	1,048	1,015	980	950	915
<i>In Percentages:</i>					
Education & Health Services	14.78%	15.03%	15.29%	15.34%	15.39%
Financial Activities	6.81%	6.74%	6.51%	6.60%	6.52%
Government	11.42%	11.68%	12.08%	12.13%	12.40%
Information	2.36%	2.31%	2.39%	2.43%	2.36%
Leisure & Hospitality	11.62%	11.48%	11.35%	11.12%	10.98%
Manufacturing	8.09%	8.31%	8.23%	8.61%	8.64%
Professional & Business Services	16.83%	16.65%	16.59%	16.42%	16.04%
Trade, Transportation, Utilities	19.29%	19.12%	18.87%	19.02%	19.29%
Other	8.79%	8.69%	8.68%	8.32%	8.39%

<sup>(1)</sup> Total Nonfarm Employment in thousands

Source: Bureau of Labor Statistics (bls.gov)

### UNEMPLOYMENT RATES

The following table sets forth the unemployment percentage rates in Davidson County, the MSA, the State and the United States for the calendar years 2010-2019. The COVID-19 pandemic has affected the unemployment rates for much of the country since mid-March 2020, including the Metropolitan Government. The unemployment rate for the Metropolitan Government for November 2020 was [ ]%. Because of the nature of the pandemic, one cannot predict its course or its impact on the Metropolitan Government's economy, including its employment rate.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Nashville/Davidson	8.2%	7.5%	6.2%	5.9%	5.0%	4.4%	3.6%	2.8%	2.6%	2.5%
MSA	8.6	7.8	6.4	6.2	5.2	4.5	3.7	3.0	2.8	2.6
State of Tennessee	9.7	9.0	7.8	7.8	6.5	5.6	4.7	3.8	3.5	3.4
United States	9.6	8.9	8.1	7.4	6.2	5.3	4.9	4.4	3.9	3.7

# THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

## PRINCIPAL EMPLOYERS

JUNE 30, 2019

Employer	Employees	% of Total Employment
Vanderbilt University	34,370	3.45 %
State of Tennessee	26,795	2.69
Metro Nashville-Davidson Co. Government and Public Schools	19,700	1.98
U.S. Government	13,253	1.33
Nissan North America Inc.	12,000	1.20
Healthcare Corporation of America	10,600	1.06
Saint Thomas Health	8,335	0.84
Community Health Systems Inc.	4,550	0.46
Randstad	4,170	0.42
Asurion	<u>3,878</u>	<u>0.39</u>
	<u>137,651</u>	<u>13.82 %</u>

*Sources:* Principal Employers and Number of Employees - Nashville Area Chamber of Commerce, Nashville Business Journal.  
Total Employment - TN Department of Labor & Workforce Development

*Note:* The schedule reflects employers and number of employees within the Metropolitan Statistical Area. As a result of the COVID-19 pandemic, some or all of the above-listed employers may have temporarily closed or may be operating at reduced capacity. It is unknown at this time when and if these employers will resume operations at full capacity or whether additional operating restrictions will be necessary.

### Private-Sector Investment and Job Creation

Since July 1, 2019, the Nashville Area Chamber of Commerce announced 21 business relocations or expansions into Davidson County, collectively bringing 393 new jobs into Metro Davidson County. Continued expansion has occurred in recent years in corporate and regional headquarters, the technology industry, manufacturing, health care management and many areas where the local economy has established strength and growth potential.

Over the past several years, many sizable headquarters, shared service operations, and manufacturing operations have relocated and/or expanded in Nashville. In the 2019-2020 Fiscal Year, iHeartmedia announced it will be establishing its second digital headquarters in Nashville. Allegiant announced in October 2019 that it will establish a base of operations at Nashville International Airport (BNA). The Las Vegas-based company will house two Airbus aircraft at BNA, which will become the airline's 19<sup>th</sup> aircraft base. Global Shares, a fast-growing Irish financial services technology software company, announced an opening of a Nashville office, set to yield more than 50 new jobs in 2020 and 200 jobs by 2022. Health care services company, Briye, is relocating its headquarters from Jackson, Mississippi to Nashville. The company plans to slowly transition the majority of its 20 employees to Nashville.

Other successes in Davidson County include Asurion moving nearly 100 product development jobs to Nashville from its San Mateo, California office. Citizens Bank is also expanding in Nashville, looking to divide 200 software engineers between Boston, Charlotte, Nashville, and Providence. Moreover, Chicago-based Shore Capital Partners' decided to open an investment office focused on health care in

Nashville. The company hopes to invest in as many as six Nashville-area companies over the next 3-4 years.

## **Manufacturing**

As of December 2019, an average of 84,800 persons were employed in the manufacturing industries in the MSA, engaging in a wide range of activities and producing a variety of products, including food, tobacco, textiles and furnishings, lumber and paper, printing and publishing, chemical and plastics, leather, concrete, glass, stone, primary metals, machinery and electronics, motor vehicle equipment, measuring and controlling devices, and consumer products.

Nashville MSA's largest manufacturing employers include Nissan North America, Bridgestone Americas, Electrolux Home Products, A.O. Smith Water Products and Vought Aircraft Industries.

## **Trade**

Nashville is the major wholesale and retail trade center for the MSA and some 50 counties in the central region of the State, southern Kentucky and northern Alabama. Nashville is one of the top 50 retail markets in the country. In the Nashville region, there are 48 shopping centers with over 21 million square feet of gross leasable area.

## **Agriculture**

Nashville is surrounded by agricultural-based economies. The area encompassing middle Tennessee produces livestock, dairy products, soybeans, small grain, feed lot cattle, strawberries, hay and tobacco. Additionally, the area surrounding Nashville is the home of the Tennessee Walking Horse.

## **Transportation**

Nashville serves as a conduit or trans-shipment point for much of the traffic between the northeast and southeast United States. Three interstate highways extending in six directions intersect in Nashville in addition to nine Federal highways and four State highways. Barge service on the Cumberland River, together with good rail and air services, give Nashville an excellent four-way transportation network.

The Cumberland River, connecting Nashville and the surrounding area to the Gulf of Mexico and intermediate points on the Ohio and Mississippi Rivers, is used by 51 commercial operators, 18 of which serve Nashville. With the completion of the Tennessee-Tombigbee Waterway in 1985, Cumberland River freight is able to reach the Port of Mobile, thereby eliminating approximately 600 miles of the distance from Nashville to the open sea and contributing to the development of foreign trade in Nashville. In addition, the Federal Government in 1982 approved Nashville as a Foreign Trade Zone, a secured area supervised by the United States Customs Service, which provides for the storing of foreign merchandise without duty payments.

The CSX System, a major national railroad, serves Nashville. In addition, five major rail lines link Nashville to all major markets in the nation. Rail carriers interchange freight and cooperate in providing and extending transit privileges covering both dry and cold storage and the processing or conversion of materials.

A commuter rail service from Lebanon, Tennessee to Nashville, approximately 32 miles, known as the Music City Star commenced transportation services in the September of 2006. It is operated under the direction of the Regional Transportation Authority, a multi-county agency. The ticket price includes Metropolitan Transportation Authority ("MTA") bus service on circulator routes in the downtown area.

In 1973, the Metropolitan Government acquired the net assets of the Nashville Transit Company and the Metropolitan Transit Authority was established. MTA provides a comprehensive public transportation system covering the entire metropolitan area. In addition to regularly scheduled bus routes, MTA provides special transportation services for the handicapped and operates bus service in the downtown area for shoppers, tourists and downtown workers. The revenues derived from the transit system are not sufficient to pay the expenses incurred in the operation of the system. The Metropolitan Government and the State of Tennessee contributed in the fiscal year ending June 30, 2020, approximately \$48.636 million and \$4.977 million, respectively, to pay approximately 63.5% of the Authority's operating expenses. The State directs revenues from a two cent per gallon gasoline tax, which it imposes on local governments that may be applied to mass transit. The contribution of the Metropolitan Government was paid from its general revenues.

The Metropolitan Nashville Airport Authority (the "Airport Authority") owns Nashville International and John C. Tune airports. Funding for the Airport Authority's capital and operating expenses is provided exclusively from Airport Authority revenues. Nashville International Airport (BNA) (the "Airport") is situated approximately eight miles from downtown Nashville. For the Fiscal Year ended June 30, 2019, the Airport served more than 17.1 million total passengers, operating an average of 540 daily flights to 71 nonstop markets. In May 2018, the Airport added five weekly nonstop international flights to London's Heathrow Airport.

In 2016, the Airport Authority announced plans for BNA Vision, a major renovation and expansion project intended to meet projected growth in passengers. BNA Vision is currently in the process of construction and completion, and by 2023 is expected to include a new parking garage, a new international arrivals facility and new hotel and office facilities.

Airlines have continued to operate at the Airport during the COVID-19 pandemic. Passenger activity has decreased significantly, however, causing reduced service to many markets. As a result of reduced passenger activity, certain Airport facilities may have closed. Any such closures are expected to be temporary. While airlines are expected to restore certain routes upon anticipated future traffic, schedules are fluid and subject to change.

The Airport Authority also operates the John C. Tune Airport in the Cockrill Bend Industrial area west of Nashville. It serves the needs of regional corporate and private aircraft and allows Nashville International's air carrier traffic to flow with fewer constraints. Tune Airport also provides a pilot training environment and modern facilities for the transient and corporate operator.

Mayor Cooper delivered on his commitment to produce a new people-first transportation strategy within his first year of office: *Metro Nashville's Transportation Plan* proposes \$1.6 billion in critical projects for community resilience, neighborhood livability, shared prosperity, and system preservation and performance. The plan is informed by 11 community listening sessions held throughout Davidson County this year, along with dozens of targeted discussions with stakeholder groups and organizations as well as all 40 Metro Councilmembers individually.

*Metro Nashville's Transportation Plan* proposes core categories for investment that reflect our communities' and the region's stated priorities: Mass transit, neighborhood infrastructure (sidewalks, bikeways, greenways), a "state of good repair" for roads and bridges, traffic operations and signals, and safety/Vision Zero. Projects within the plan will be advanced via individual, opportunistic funding strategies such as grants leveraging existing Metro funding, while more comprehensive, dedicated revenue streams—via the IMPROVE Act's authorizing mechanism for referendums, or other available legal framework—can be pursued in a future year once America's economy recovers from the pandemic-induced downturn. In addition to a depth of contemporary feedback gathered from Nashvillians in 2020, the plan also rests on many years of careful study and community engagements through Metro's adopted modal plans (nMotion, Access Nashville 2040, and WalkNBike).

## Construction

Construction in Nashville is illustrated by the table on the following page describing the number and value of building permits issued by the Department of Codes Administration of the Metropolitan Government.

Several high-profile corporate relocations, the completion of new office buildings, and robust leasing activity all contributed to an active market in 2019. Nashville closed 2019 with a positive net absorption totaling 900,000 square feet, with the Central Business District (CBD) submarket accounting for most of the market activity. In the largest lease of the year, Amazon signed 500,000 square feet in the Nashville Yards development. Over 3.8 million square feet of office space is under construction and set to deliver over the next 3 years (70% in CBD). Year to date office sales volume reached a new record for the city, totaling \$1.1 billion (up 20% from last year). Furthermore, Nashville is ranked No.3 in the nation for overall real estate prospects in 2020 (source: Urban Land Institutes and PwC's Emerging Trends in Real Estate Report). This marks the 5<sup>th</sup> year Nashville has been in the top 10. In 2019, 5.4 million square feet of industrial space was delivered to the Nashville market, and 30 plus tower cranes continue to line Nashville's skyline.

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# **NUMBER AND VALUE OF BUILDING PERMITS IN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

Calendar	Residential		Non-Residential		Repairs, Alterations and		Other <sup>(1)</sup>		Total	
	Construction		Construction		Installations					
	Number of		Number of		Number of		Number of		Number of	Permit
Year	Permits	Value	Permits	Value	Permits	Value	Permits	Value	Permits	Value
2010	2,067	294,470,986	528	647,479,914	6,722	424,461,986	1,663	15,189,625	10,980	1,381,602,481
2011	2,166	372,440,931	444	382,483,854	3,163	377,053,306	1,840	18,738,180	7,613	1,150,716,271
2012	2,656	526,206,509	735	621,590,087	4,850	431,579,639	2,047	34,340,897	10,288	1,613,717,132
2013	3,406	737,396,336	762	493,330,146	3,405	455,745,450	2,135	23,344,644	9,708	1,709,816,576
2014	4,579	1,163,334,572	696	692,801,880	3,244	397,757,642	2,522	23,934,719	11,041	2,277,828,813
2015	5,774	1,428,091,853	762	937,747,113	2,988	441,598,956	2,862	38,771,613	12,386	2,846,209,535
2016	5,858	1,751,681,098	1,136	1,607,184,808	2,737	562,151,606	2,694	21,911,674	12,425	3,942,929,186
2017	5,537	1,084,398,438	1,196	1,996,276,985	2,342	572,053,980	2,642	24,394,733	11,717	3,677,124,136
2018	5,536	989,334,771	866	1,931,789,059	2,458	639,160,352	2,771	15,622,773	11,431	3,575,906,955
2019	5,195	968,600,069	1,056	2,598,254,537	2,374	607,178,804	2,388	26,243,063	11,013	4,200,276,473

(1) Includes moved residential buildings, house trailers, and the demolition of residential and non-residential buildings and signs & billboard permits

Source: Metropolitan Government Department of Code Administration



## **Healthcare**

Nashville is one of the nation's leaders in the healthcare field. HCA Healthcare has its headquarters and operates several hospitals in the surrounding area. Vanderbilt University Medical Center and St. Thomas Hospital are the city's other primary hospitals.

The Metropolitan Government relocated the city-owned hospital, the Metropolitan Nashville General Hospital, to Hubbard Hospital of Meharry Medical College in 1998. In addition, Meharry provides medical staff to the Metropolitan Nashville General Hospital. The arrangement provides the city with a renovated facility staffed with residents from Meharry Medical College.

## **Higher Education**

The Nashville Metropolitan Statistical Area has 15 colleges and universities, including Vanderbilt University, Belmont University, Tennessee State University, David Lipscomb University, Meharry Medical College, Nashville State Technical Institute and Fisk University. Total higher education enrollment exceeds 65,000 students annually.

Seven of Nashville's institutions of higher education offer graduate programs. Nashville is also a leading center for medical research and education with Vanderbilt University emphasizing medical research in addition to its programs in other disciplines and with Meharry Medical College specializing in health care delivery.

## **Professional Sports**

The Metropolitan Government is home to four professional sports franchises, all of which are located in or near downtown Nashville. The National Hockey League's Nashville Predators has played their hockey games in the Bridgestone Arena for the past 21 years. Nashville hosted the NHL All-Star game in 2017. The National Football League's Tennessee Titans have played their football games in Nissan Stadium since 1999. Nashville hosted the NFL draft in 2019. The Nashville Sounds – the AAA affiliate of the Texas Rangers – play their baseball games in First Horizon Ballpark. Nashville Soccer Club – a member of Major League Soccer– commenced play of its soccer games at Nissan Stadium, where it will play its home games until a soccer-specific stadium is constructed for the team's use. The Sports Authority of The Metropolitan Government of Nashville and Davidson County (Tennessee) issued certain revenue bonds in December 2020 to finance the construction of a soccer-specific stadium, which stadium is expected to be completed in the second quarter of 2022.

## **Cultural Facilities**

### *Library System*

The Nashville Public Library system includes a 300,000 square feet downtown main library and 20 community branches located across the county. In addition, an extensive online offering of books and resources has extended its reach beyond the traditional branch system. The library facilities host numerous in-house programs and community events throughout the year. The State of Tennessee constructed in downtown Nashville a 165,000 square foot library and archives, which opened in fall 2019.

### *Performing Arts*

The Tennessee Performing Arts Center is the first state-funded facility of its kind in the nation and is home to the Nashville Ballet, the Nashville Opera Association, and the Tennessee Repertory Theatre. The arts center occupies an entire city block, and its venues include Andrew Jackson Hall (2,472 seats), the James Polk Theater (1,075 seats), the Andrew Jackson Theater (256 seats), and the War Memorial Auditorium (1,661 seats). The center plays host to numerous events each year, including an annual series of Broadway plays. The Nashville Children's Theater is home to the oldest professional theater for children in the county. Thousands of school age children and adults are treated to a variety of productions each year. The Schermerhorn Symphony Center is a 1,844-seat concert hall located in downtown Nashville, which hosts the Nashville Symphony.

### *Museums and Visual Arts*

The Frist Art Museum occupies the former Nashville's historic downtown former post office building. A public-private partnership between the Metropolitan Government, the Frist Foundation and the Dr. Thomas F. Frist, Jr. family, the Frist Center contains more than 24,000 square feet of gallery space capable of showcasing major national and international visual arts exhibitions.

The Parthenon, located in Nashville's Centennial Park, is a full-scale replica of the original building in Athens, Greece. The reproduction was built to honor Nashville's reputation for education and has attracted visitors since 1897. The recently restored building serves as Nashville's permanent art museum, holding a collection of paintings by 19<sup>th</sup> and 20<sup>th</sup> century American artists.

Cheekwood Botanical Garden and Art Museum is a fifty-five acre site that includes the original Cheek gardens, with pools, fountains, statuary, extensive boxwood plantings and breathtaking views of the rolling Tennessee hills. The Museum of Art is housed in a 30,000-square foot Georgian-style mansion, and contains world-class collections of American and contemporary painting and sculpture, English and American decorative arts and traveling exhibitions. Collections also include silver, and the most comprehensive collection of Worcester porcelain in America.

Vanderbilt University's Fine Arts Gallery showcases six exhibitions each year that represent Eastern and Western art and an international collection of works. The Van Vechten Gallery at Fisk University houses more than 100 pieces from artists like Picasso, Renoir, and O'Keeffe. For religious art, there's a wooden 8-foot-by-17-foot carving of "The Last Supper" based on Leonardo da Vinci's masterpiece at The Upper Room Chapel along with a striking 9,000-mosaic stained glass World Christian Fellowship Window. The museum at the Upper Room also has outstanding religious works, besides two annual displays of nearly 70 Ukrainian Easter eggs in April and more than 100 Nativity scenes in December.

The Country Music Hall of Fame and Museum is one of the world's largest and most active popular music research centers and the world's largest repository of country music artifacts. In May 2001, the Museum moved to a new 130,000 square foot facility in downtown Nashville. In 2014, the Museum expanded to 350,000 feet to connect to the new Omni headquarters hotel described below.

The Adventure Science Center features a state-of-the-art Planetarium as well as exhibits and programs which focus on geology, zoology, ecology, physics and other sciences. The Nashville Zoo at Grassmere is a zoological garden and historic plantation farmhouse located six miles from downtown. The Zoo contains over 6,000 individual animals and attracts approximately 950,000 visitors each year.

The Tennessee State Museum opened October 2018. It is designed to bring history to life. It includes a "Tennessee Time Tunnel" chronicling the state's rich history, a hands-on children's gallery, six rotating galleries, a state-of-the art digital learning center and a two-story Grand Hall.

The National Museum of African American Music opened in the Fall of 2020 in downtown Nashville. The Museum has over 56,000 square feet dedicated to preserving, educating, and celebrating the genres created and inspired by African Americans.

#### *Music Concert Venues*

The Metropolitan Government hosts large concert events at either Bridgestone Arena or Nissan Stadium. Smaller indoor venues include the Ryman Auditorium – the 2,362-seat original home of the Grand Ole Opry – and the new Grand Ole Opry, a 4,372 seat theater venue located near Gaylord Opryland Resort & Convention Center that hosts America’s longest running live radio show. The Metropolitan Government opened the Ascend Amphitheater in 2015, which maintains capacity of 6,800 and is located downtown, adjacent to the Cumberland River. The 4,500-seat Woods Amphitheatre at Fontanel is located nine miles north of downtown.

#### *Impact of COVID-19*

As a result of the COVID-19 pandemic, many facilities and venues in the Metropolitan Government are operating at reduced capacity or are closed. These closures and capacity modifications are anticipated to be temporary, though it is unknown when these changes will cease or whether increased restrictions or additional closures will be necessary.

#### **Tourism**

Tourism is a major industry in Nashville consistently ranking in the top 3 producers. The Nashville Convention and Visitors Corporation (NCVC) and U.S. Travel Data Center estimate more than 16.1 million visitors came to Nashville in 2019 and spent an estimated \$6.9 billion. Annual visitation to Nashville has increased over 45% in the last ten years.

The Nashville MSA has more than 412 hotels offering more than 47,962 rooms. Nashville has experienced hotel room sales growth 106 of the last 109 months.

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#### **MSA HOTEL AND MOTEL ROOMS / OCCUPANCY RATE**

<b>Calendar Year</b>	<b>Rooms Available</b>	<b>Occupancy Rate</b>
2010	35,639	59.50%
2011	35,727	63.50%
2012	36,263	66.80%
2013	37,124	69.80%
2014	37,824	72.50%
2015	38,721	73.70%
2016	40,558	75.10%
2017	41,733	74.10%
2018	44,335	73.30%
2019	47,676	73.50%

*Source: Nashville Conventions and Visitors Corporation*

The following is a description of the major sources of tourism for the Metropolitan Government:

#### *Conventions and Corporate Meetings*

Nashville's Music City Center opened in May 2013 and features a 350,000 square foot exhibit hall, 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), 90,000 square feet of meeting rooms, 31 loading docks and a parking garage with 1,800 spaces. The Center's location created a high demand for hotel rooms, particularly full service properties. An 800-room full-service Omni headquarters hotel opened in September 2013 next to the Music City Center. In the fall of 2016 a 454-room full-service Westin Hotel opened adjacent to the Music City Center. A 533-room J W Marriott opened in 2018. Several smaller hotels have also opened near the Music City Center. The Music City Center and its adjacent hotels are located within walking distance of the downtown entertainment district described below.

Located approximately ten miles from downtown is the Gaylord Opryland Resort & Convention Center, the third largest hotel/convention center under one roof in the United States. The complex features 2,881 hotel rooms, 263,000 square feet of exhibit space and 300,000 square feet of meeting space. SoundWaves, a half indoor, half outdoor water park at Gaylord Opryland opened in May of 2019. Soundwaves spans four acres and 111,000 square feet of indoor attractions, dining and amenities, as well as 106,000 square feet of outdoor water activities. Adjacent to the Gaylord Opryland Resort & Convention Center is the Grand Ole Opry, described above, and Opry Mills – a 1.1 million square foot megamall, which opened in May 2000. The mall contains 200 stores, theme restaurants, a 20 screen multi-theater complex and an IMAX theater.

#### *Downtown Entertainment District*

The downtown entertainment district encompasses approximately 20 square blocks centered around historic Lower Broadway (or Lower Broad). Lower Broad consists primarily of historic brick restaurants and bars that feature live music with no cover charge. Many of the restaurants and bars are owned and/or sponsored by current and past music artists. Lower Broad is a short walk to the Music City Center and its adjacent hotels, Nissan Stadium, Bridgestone Arena, the Ryman, the Country Music Hall of Fame and Museum and most other downtown Nashville attractions.

The Convention Center, Omni, Westin and J W Marriott hotels are located downtown in the Metropolitan Government's Central Business District, and are within walking distance of many notable attractions, including, the Bridgestone Arena, the Ryman Auditorium, Frist Center for the Visual Arts, Schermerhorn Symphony Center, Musicians Hall of Fame and Museum and the Johnny Cash Museum.

### *Seasonal, Festival and Sporting Events*

Downtown Nashville annually hosts several seasonal, festival and sporting events. Downtown Nashville hosts one of the nation's largest New Year's Eve parties each year, with approximately 100,000 people coming to downtown for fireworks and live music. Nashville also hosts a four-day music festival each June known as CMA Music Fest. The event includes performances by more than 100 entertainers and groups, autograph sessions and activities directed at the attendees. Nissan Stadium hosts the college football Music City Bowl each December, and the Bridgestone Arena is a regular host for Southeastern Conference and NCAA men's and women's basketball tournaments.

### *Impact of COVID-19*

The tourism industry in the Metropolitan Government has been significantly impacted by the COVID-19 pandemic. In addition to a decrease in visitors, many popular tourist attractions, event spaces and venues in the Metropolitan Government are operating at reduced capacity or are closed because of health concerns. These closures and capacity modifications are anticipated to be temporary, though it is unknown when these changes will cease or whether increased restrictions or additional closures will be necessary.

## **Education**

As described above, the Nashville public schools make up the second largest school system in Tennessee. The following table summarizes the school system's enrollment and attendance trends.

**Public Schools Enrollment and Attendance**

<b>School Year</b>	<b>Enrollment</b>	<b>Average Attendance</b>
2010-2011	78,096	73,808
2011-2012	79,117	75,072
2012-2013	81,077	76,946
2013-2014	82,863	75,190
2014-2015	84,500	76,252
2015-2016	85,797	77,791
2016-2017	86,633	78,098
2017-2018	85,379	77,117
2018-2019	86,292	77,218
2019-2020	84,358	77,474

## **APPENDIX D**

### **Summary of Certain Provisions of the Bond Resolution**

## SUMMARY OF CERTAIN PROVISIONS OF THE BOND RESOLUTION

The following is a summary of certain provisions of the Bond Resolution. This summary does not purport to be a full statement of the terms of the Bond Resolution and, accordingly, is qualified by reference thereto and is subject to the full text thereof. Capitalized terms not defined in this summary or in the Official Statement shall have the respective meanings set forth in the Bond Resolution.

### Definitions

The following are summaries of certain definitions in the Bond Resolution:

**Accreted Value** shall mean with respect to any Capital Appreciation Bonds (i) as of any Valuation Date, the amount set forth for such date in the Bond Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds and (ii) as of any date other than a Valuation Date, the sum of (a) the Accreted Value on the preceding Valuation Date and (b) the product of (1) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve thirty-day months, and (2) the difference between the Accreted Values for such Valuation Dates.

**Accrued Aggregate Debt Service** shall mean, as of any date of calculation, an amount equal to the sum of the amounts of accrued Debt Service with respect to all Series of Bonds, calculating the accrued Debt Service (notwithstanding the assumption concerning Variable Interest Rate Bonds set forth in the definition of "Debt Service" contained below) with respect to each Series at an amount equal to the sum of (i) interest on the Bonds of such Series accrued and unpaid and to accrue to the end of the then current Month, and (ii) Principal Installments due and unpaid and that portion of the Principal Installment for such Series next due which would have accrued (if deemed to accrue in the manner set forth in the definition of Debt Service) to the end of such Month. For purposes of this definition, the principal and interest portions of the Accreted Value of Capital Appreciation Bonds and the Appreciated Value of Deferred Income Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments in such manner and during such period of time as is specified in the Bond Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds or Deferred Income Bonds.

**Adjusted Aggregate Debt Service** for any period shall mean, as of any date of calculation, the Aggregate Debt Service for such period except that, if any Refundable Principal Installment for any Series of Bonds is included in Aggregate Debt Service for such period, Adjusted Aggregate Debt Service shall mean Aggregate Debt Service determined as if each such Refundable Principal Installment had been payable over a period extending from the due date of such Principal Installment through the later of the 25th anniversary of the issuance of such Series of Bonds or the 10th anniversary of the due date of such Principal Installment, in installments which would have required equal annual payments of principal and interest over such period. Interest deemed payable in any fiscal year after the actual due date of any Refundable Principal Installment of any Series of Bonds shall be calculated at the average rate of interest actually payable on the Bonds of such Series at the time the calculation is made (using the true, actuarial method of calculation). For purposes of this definition, the principal and interest portions of the Accreted Value of Capital Appreciation Bonds and the Appreciated Value of any Deferred Income Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments in such manner and during such period of time as is specified in the Bond Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds or Deferred Income Bonds.

**Aggregate Debt Service** for any period shall mean, as of any date of calculation, the sum of the amounts of Debt Service for such period with respect to all Series; provided, however, that for the purpose of estimating Aggregate Debt Service for any future period, any Option Bonds Outstanding during such period shall be assumed to mature on the stated maturity date or mandatory redemption date thereof.

**Appreciated Value** shall mean with respect to any Deferred Income Bonds, (A) (i) as of any Valuation Date, the amount set forth for such date in the Bond Resolution or the Supplemental Resolution authorizing such Deferred Income Bonds and (ii) as of any date other than a Valuation Date, the sum of (a) the Appreciated Value on the preceding Valuation Date and (b) the product of (1) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date calculated based on the assumption that Appreciated Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve thirty-day months, and (2) the difference between the Appreciated Values for such Valuation Dates, and (B) as of any date of computation on and after the Interest Commencement Date, the Appreciated Value of the Interest Commencement Date.

**Authorized Investments** shall mean any obligations in which municipal funds or the funds of municipally owned electric systems may be lawfully invested.

**Bank Notes** shall mean the note or notes issued by the Metropolitan Government to The Industrial Bank of Japan, Limited, New York Branch or any Substitute Bank (as defined in the Subordinated Resolution) under and pursuant to (i) the Letter of Credit and Reimbursement Agreement, dated as of June 1, 1985, by and among the Metropolitan Government, the Board and The Industrial Bank of Japan, Limited, New York Branch, as amended and as the same may be amended, (ii) the Loan Agreement, dated as of June 25, 1985, by and among the Metropolitan Government, the Board and The Industrial Bank of Japan, Limited, New York Branch, as amended and as the same may be amended or (iii) any letter of credit agreement, reimbursement agreement or other similar agreement by and among the Metropolitan Government, the Board and any Substitute Bank. The aforesaid agreements with The Industrial Bank of Japan are Credit Facilities for 1985 Series B Bonds.

**Capital Appreciation Bonds** shall mean any Bonds as to which interest is payable only at the maturity or prior redemption of such Bonds. For the purposes of (i) receiving payment of the Redemption Price, if any, of a Capital Appreciation Bond that is redeemed prior to maturity, or (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default as provided in the Bond Resolution or (iii) computing the principal amount of Bonds held by the holder of a Capital Appreciation Bond in giving to the Metropolitan Government, the Board or the Fiscal Agent any notice, consent, request, or demand pursuant to the Bond Resolution for any purpose whatsoever, the principal amount of a Capital Appreciation Bond shall be deemed to be its Accreted Value.

**Cost of Acquisition and Construction** shall mean, with respect to the Electric System or any part thereof, the Metropolitan Government's or the Board's costs, expenses and liabilities paid or incurred or to be paid or incurred by the Metropolitan Government or the Board in connection with the planning, engineering, designing, acquiring, constructing, installing, financing, operating, maintaining, retiring and disposing of the Electric System or any part thereof and the obtaining of all governmental approvals, certificates, permits and licenses with respect thereto.

**Credit Facility** shall mean a letter of credit, surety bond, loan agreement, or other credit agreement, facility or insurance or guaranty arrangement pursuant to which the Metropolitan Government is entitled to



obtain funds to pay Bonds and interest thereon tendered for payment or redemption in accordance with the Bond Resolution.

**Debt Service** for any period shall mean, as of any date of calculation and with respect to any Series, an amount equal to the sum of (i) the interest accruing during such period on such Series of Bonds except to the extent such interest is to be paid from deposits made from Bond proceeds into the Debt Service Account in the Debt Service Fund, and (ii) that portion of each Principal Installment for such Series which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such Series or, if there should be no preceding Principal Installment due date, from a date one year (or such lesser period as shall be appropriate if Principal Installments shall become due more frequently than annually) preceding the due date of such Principal Installment or from the date of issuance of the bonds of such Series, whichever is later. Except as set forth in the definition of "Accrued Aggregate Debt Service" contained in this section, in the case of Variable Interest Rate Bonds, with respect to a particular period and date of calculation, the interest rate therein shall be calculated on the assumption that such Bonds will bear interest during such period at the higher of (i) a fixed rate of interest equal to that rate, as estimated by an Authorized Board Representative, after consultation with the remarketing agent, if any, for such Series of Variable Interest Rate Bonds, on a day not more than 20 days prior to the date of initial issuance of such Series of Variable Interest Rate Bonds, which such Series of Variable Interest Rate Bonds would have had to bear to be marketed at par on such date as fixed rate obligations with the same maturity schedule as such Series of Variable Interest Rate Bonds or (ii) a rate, not less than the initial rate of interest on such Series of Variable Interest Rate Bonds, set forth in or determined pursuant to a formula set forth in the Supplemental Resolution authorizing such Series of Variable Interest Rate Bonds; provided that, if on such date of calculation the interest rate on such Variable Interest Rate Bonds shall then be fixed for a specified period, the interest rate used for such specified period for the purposes of the foregoing calculation shall be such actual interest rate. For purposes of this definition, the principal and interest portions of the Accreted Value of Capital Appreciation Bonds and the Appreciated Value of Deferred Income Bonds becoming due at maturity or by virtue of a Sinking Fund Installment shall be included in the calculations of accrued and unpaid and accruing interest or Principal Installments in such manner and during such period of time as is specified in the Bond Resolution or the Supplemental Resolution authorizing such Capital Appreciation Bonds or Deferred Income Bonds.

**Debt Service Reserve Account Deficiency** shall mean an amount equal to the sum of (i) any amount withdrawn from the Debt Service Reserve Account pursuant to the Bond Resolution, including, without limitation, any disbursement pursuant to a surety bond, insurance policy or letter of credit provided pursuant to the Bond Resolution unless the maximum limits of such bond, policy or letter of credit shall be reinstated or the amount of such disbursement shall be deposited in the Debt Service Reserve Account or a combination of such alternatives shall otherwise make up for such disbursements; (ii) any amounts necessary to make up for deficiencies in payments to the Debt Service Reserve Account pursuant to the Bond Resolution; (iii) the amount of any reduction in value of securities in the Debt Service Reserve Account below the amount required to be on deposit therein as a result of a valuation thereof pursuant to the Bond Resolution; and (iv) any other unauthorized depletion of the Debt Service Reserve Account below the amount required to be on deposit therein pursuant to the Bond Resolution.

**Debt Service Reserve Requirement** shall mean with respect to each Series of Bonds the amount determined by the Metropolitan Government prior to the issuance of such Series of Bonds and set forth in the Supplemental Resolution authorizing such Series or in a certificate of an Authorized Metropolitan Government Representative or, if delegated by the Metropolitan Government to the Board, the amount determined by the Board prior to the issuance of such Series of Bonds and set forth in a resolution of the Board or in a certificate of an Authorized Board Representative.

**Deferred Income Bonds** shall mean any bonds issued under the Bond Resolution as to which accruing interest is not paid prior to the Interest Commencement Date specified in the Bond Resolution or the Supplemental Resolution authorizing such Bonds and the Appreciated Value for such Bonds is compounded on the Valuation Date for such Series of Deferred Income Bonds.

**Electric Fund** shall mean the fund of that name established in the Bond Ordinance.

**Electric System** shall mean the electric system of the Metropolitan Government, now existing and hereafter acquired as part of such electric system by lease, contract, purchase or otherwise or constructed by the Metropolitan Government, including any interest or participation of the Metropolitan Government in any facilities in connection with said electric system, together with all additions, betterments, extensions and improvements to said electric system or any part thereof, hereafter constructed or acquired and together with all lands, easements, licenses and rights of way of the Metropolitan Government and all other works, property or structure of the Metropolitan Government and contract rights and other tangible and intangible assets of the Metropolitan Government now or hereafter owned or used in connection with or related to said electric system.

**Interest Commencement Date** shall mean with respect to any particular Deferred Income Bonds, the date specified in the Bond Resolution or the Supplemental Resolution authorizing such Bonds (which date must be prior to the maturity date for such Bonds), after which interest accruing on such bonds shall be payable with the first such payment date being the applicable interest payment date immediately succeeding such Interest Commencement Date.

**Investment Securities**, when used with respect to the Bonds and the Bond Resolution, shall mean and include any of the following securities, if and to the extent the same are at the time legal for investment of the Metropolitan Government's funds:

(i) any bonds or other obligations which as to principal and interest constitute direct obligations of, or are unconditionally guaranteed by, the United States of America, including obligations of any of the Federal agencies set forth in clause (iii) below to the extent unconditionally guaranteed by the United States of America;

(ii) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local government unit of any such state (a) which are not callable prior to maturity or as to which irrevocable instructions have been given to the trustee of such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or dates specified in such instructions, (b) which are secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or bonds or other obligations of the character described in clause (i) hereof which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate, and (c) as to which the principal of and interest on the bonds and obligations of the character described in clause (i) hereof which have been deposited in such fund along with any cash on deposit in such fund are sufficient to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in this clause (ii) on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in subclause (a) of this clause (ii), as appropriate;

(iii) bonds, debentures, or other evidences of indebtedness issued or guaranteed by any agency or corporation which has been or may hereafter be created pursuant to an Act of Congress as an agency or instrumentality of the United States of America;

(iv) New Housing Authority Bonds issued by public agencies of municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an Annual Contributions Contract or Contracts with the United States of America; or Project Notes issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(v) direct and general obligations of any state of the United States of America, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, provided that at the time of their purchase hereunder such obligations are rated in the two highest rating categories by Moody's and S&P's;

(vi) obligations of any state of the United States of America or any political subdivision of any state of the United States of America or any agency or instrumentality of any such state or political subdivision which shall be rated in the highest rating category by Moody's and by S&P's;

(vii) direct and general obligations of the State to the payment of the principal of and interest on which the full faith and credit of the State are pledged or any bonds or other obligations which as to principal and interest are unconditionally guaranteed by the State, provided that at the time of their purchase hereunder such obligations are rated in the two highest rating categories by Moody's and S&P's;

(viii) certificates or other instruments that evidence ownership of the right to payments of principal of or interest on obligations of any state of the United States of America or any political subdivision thereof or any agency or instrumentality of any state or political subdivision, provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Fiscal Agent under the Bond Resolution, and provided further that the payments of all principal of and interest on such certificates or such obligations shall be fully insured or unconditionally guaranteed by, or otherwise unconditionally payable pursuant to a credit support arrangement provided by, one or more financial institutions or insurance companies or associations which shall be rated in the highest rating category by Moody's and S&P's, or, in the case of an insurer providing municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bonds, such insurance policy shall result in such municipal bonds being rated in the highest rating category by Moody's and S&P's;

(ix) certificates that evidence ownership of the right to payments of principal or interest on obligations described in clause (i), provided that such obligations shall be held in trust by a bank or trust company or a national banking association meeting the requirements for a successor Fiscal Agent under the Bond Resolution;

(x) certificates of deposit, whether negotiable or non-negotiable, and banker's acceptances of any of the 50 largest banks in the United States which are rated not lower than the second highest rating category by Moody's and S&P's;

(xi) commercial paper, other than that issued by bank holding companies, rated at the date of investment in the highest short term rating category by Moody's and by S&P's;

(xii) any repurchase agreement which by its terms matures not later than 30 days from its date of execution with any bank or trust company organized under the laws of any state of the United States of America or any national banking association or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (i) and (iii) above which securities shall at all times have a market value (exclusive of accrued interest) not less than one hundred two percent (102%) of the full amount of the repurchase agreement, and provides that deficiencies therein shall be made up within five days, dates of maturity not in excess of seven years and be delivered to another bank or trust company organized under the laws of any state of the United States of America or any national banking association, as custodian; and

(xiii) shares of an Investment Company, organized under the Investment Company Act of 1940, as amended, which invests its assets exclusively in obligations of the type described in clause (i), (iii), (vi), (x), (xi) or (xii) above.

**Liquidity Facility** shall mean an irrevocable letter of credit or other irrevocable Credit Facility issued by, or a revocable line of credit extended by, a financial institution or insurance company or association which has been rated not lower than the second highest rating category by Moody's and S&P's, respectively, which letter of credit or Credit Facility is payable on demand in the event the terms under which such letter of credit or Credit Facility require payment thereunder.

**Moody's** shall mean Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, if any.

**Net Revenues** for any period shall mean the Revenues during such period minus the Operating Expenses during such period.

**Operating Expenses** shall mean all expenses incurred in connection with the operation and maintenance of the Electric System, including, without limiting the generality of the foregoing, all operating and maintenance expenses included in the Uniform System of Accounts exclusive of interest, depreciation and amortization charges and payments-in-lieu-of-taxes.

**Option Bonds** shall mean Bonds which by their terms may be tendered by and at the option of the holder thereof for payment by the Metropolitan Government prior to the stated maturity thereof, or the maturities of which may be extended by and at the option of the holder thereof.

**Outstanding**, when used with reference to Bonds, shall mean, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Bond Resolution except:

(i) Bonds canceled by the Fiscal Agent at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under the Bond Resolution and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice as provided in Article IV of the Bond Resolution;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Bond Resolution;

(iv) Bonds deemed to have been paid as provided in the Bond Resolution; and

(v) Option Bonds deemed tendered in accordance with the provisions of the Supplemental Resolution authorizing such Bonds on the applicable adjustment or conversion date, if interest thereon shall have been paid through such applicable date and the purchase price thereof shall have been paid or amounts are available for such payment as provided in the Bond Resolution.

**Pledged Funds** shall mean the right, title and interest of the Metropolitan Government and the Board to the Net Revenues and all Funds and Accounts established under the Bond Resolution (other than the Rate Stabilization Account), including Investment Securities held in any such Funds and Accounts under the Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Bond Resolution, together with all proceeds and revenues of the foregoing and all other moneys, securities or funds pledged for the payment of the principal or Redemption Price of and interest on the Bonds and the Metropolitan Government's other obligations under the Bond Resolution in accordance with the terms and provisions of the Bond Resolution.

**Principal Installment** shall mean, as of any date of calculation and with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (i) the principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established (including the principal amount of Option Bonds tendered for payment and not purchased), or (ii) the unsatisfied balance of any Sinking Fund Installments due on a certain future date for Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a principal amount equal to said unsatisfied balance of such Sinking Fund Installments, or (iii) if such future dates coincide as to different Bonds of such Series, the sum of such principal amount of Bonds and of such unsatisfied balance of Sinking Fund Installments due on such future date plus such applicable redemption premiums, if any.

**Refundable Principal Installment** shall mean any Principal Installment for any Series of Bonds which the Metropolitan Government intends to pay with moneys which are not Net Revenues.

**Revenues** shall mean (i) all fees, rents and charges and other income derived or to be derived by the Metropolitan Government or the Board from or for the operation, use or services of the Electric System, (ii) any other amounts received from any other source by the Metropolitan Government or the Board and pledged by the Metropolitan Government as security for the payment of Bonds, and (iii) interest received or to be received on any moneys or securities held pursuant to the Bond Resolution and paid or required to be paid into the revenue fund established under the Bond Resolution.

**S&P's** shall mean Standard & Poor's Corporation, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, if any.

**Subordinated Debt** shall mean indebtedness issued pursuant to and complying with the provisions for the issuance of subordinated debt contained in the Bond Resolution.

**Supplemental Bond Resolution** shall mean resolution supplemental to or amendatory of the Bond Resolution, adopted by the Metropolitan Government in accordance with the Bond Resolution.

**Variable Interest Rate Bonds** for any period of time, shall mean Bonds which during such period bear a variable interest rate, provided that Bonds the interest rate on which shall have been fixed for the remainder of the term thereof shall no longer be Variable Interest Rate Bonds.

### **Pledge Effected by the Bond Resolution**

The Bonds are special obligations of the Metropolitan Government payable solely from and secured solely by the Pledged Funds. Such Pledged Funds are pledged and assigned as security for the payment of the principal and Redemption Price of, and interest on, the Bonds, subject and subordinate with respect to the revenues and funds pledged under the Bond Ordinance to the lien and pledge created in favor of the Senior Bonds in the Bond Ordinance and the rights of the holders of the Senior Bonds thereunder. The pledge of and lien on the Net Revenues created by the Bond Resolution ranks on a parity with the pledge of and lien on Net Revenues created by the Metropolitan Government in favor of the Bank Notes. Notwithstanding anything to the contrary contained in the Bond Resolution, the Metropolitan Government may incur Credit/Liquidity Facility Obligations which are payable on a parity with the Bonds from the Net Revenues and which are secured by a parity lien and pledge of the Net Revenues, without preference, priority or distinction over the rights of the Bondholders.

### **Establishment of Funds and Accounts**

The following funds and accounts are hereby established by the Bond Resolution:

- (1) Construction Fund, to be held by the Fiscal Agent,
- (2) Revenue Fund, to be held by the Board,
- (3) Operating Fund, to be held by the Board,
- (4) Debt Service Fund, to be held by the Fiscal Agent, which shall consist of a Debt Service Account and a Debt Service Reserve Account,
- (5) Subordinated Debt Fund, to be held by the Fiscal Agent,
- (6) Reserve and Contingency Fund, to be held by the Board, and
- (7) General Reserve Fund, to be held by the Board, which shall consist of a Rate Stabilization Account and a General Account.

### **Construction Fund**

The Bond Resolution establishes a Construction Fund into which are paid amounts required by the provisions of the Bond Resolution, and at the option of the Board, any moneys received by the Board from any source, unless required to be otherwise applied as provided by the Bond Resolution. Amounts in the Construction Fund shall be applied to pay the Cost of Acquisition and Construction in the manner provided in the Bond Resolution.

To the extent that other moneys are not available therefor, amounts in the Construction Fund shall be applied to the payment of Principal Installments of and interest on Bonds when due.

Amounts credited to the Construction Fund which an Authorized Board Representative determines to be in excess of the amounts required for the purposes thereof, shall be transferred to the Debt Service Reserve Account in the Debt Service Fund, to the extent necessary to make up any Debt Service Reserve Account Deficiency and any balance shall be paid over or transferred to the Board for deposit in the General Account in the General Reserve Fund.

The Metropolitan Government or the Board may discontinue the acquisition or construction of any portion of the Electric System the cost of which is at the time being paid out of the Construction Fund, if the Metropolitan Government or the Board determines by resolution that such discontinuance is necessary or desirable in the conduct of the business of the Metropolitan Government or the Board and not disadvantageous to the holders of the Bonds.

### **Application of Revenues**

All Revenues shall be promptly deposited by the Board upon the receipt thereof in the Revenue Fund. In each month after the deposit of Revenues into the Revenue Fund (but in any case no later than the last Business Day of such month), the Board shall, to the extent of moneys available therefor, credit to, or shall transfer to the Fiscal Agent for deposit in, the following funds and accounts in the following order the amounts set forth below (such application to be made in such a manner so as to assure good funds in such Funds on the last Business Day of such month):

(1) To the Operating Fund, such amount as an Authorized Board Representative shall estimate is required, together with amounts then on deposit therein, to provide for the payment of Operating Expenses estimated to be paid through the next month;

(2) To the Debt Service Fund, (i) credit to the Debt Service Account, the amount, if any, required so that the balance in said Account shall equal the Accrued Aggregate Debt Service as of the last day of the then current month or, if interest and/or principal are required to be paid to holders of Bonds during the next succeeding month on a day other than the first day of such month, Accrued Aggregate Debt Service as of the day through and including which such interest and/or principal is required to be paid; provided that, for the purposes of computing the amount to be deposited in said Account, there shall be excluded from the balance of said Account the amount, if any, set aside in said Account from the proceeds of Bonds (including amounts, if any, transferred thereto from the Construction Fund) for the payment of interest on Bonds less that amount of such proceeds to be applied in accordance with the Bond Resolution to the payment of interest accrue and unpaid and to accrue on Bonds to the last day of the then current month or, if interest is required to be paid to holders of Bonds during the next succeeding month on the day other than the first day of such month less that amount of such proceeds to be applied in accordance with the Bond Resolution to the payment of interest accrued and unpaid and to accrue on Bonds to the day through and including which such interest is required to be paid, and (ii) for credit to the Debt Service Reserve Account, an amount equal to one thirty-sixth ( $1/36$ th) of the Debt Service Reserve Requirement as of the last day of the then current month; provided, however that no such credit shall be required to be made to the Debt Service Reserve Account whenever and so long as the amount on deposit therein after giving effect to any surety bond, insurance policy, letter of credit or other similar obligation deposited in such Account pursuant to the Bond Resolution, shall equal the Debt Service Reserve Requirement as of the last day of the then current month;

(3) To the Subordinated Debt Fund, the amount, if any, required to pay principal or sinking fund installments of and interest on each issue of Subordinated Debt and reserves therefor and the amounts, if any, to pay tendered Subordinated Debt, in accordance with the resolution or other debt instrument authorizing such issue of Subordinated Debt;

(4) To the Reserve and Contingency Fund the amount, if any, provided for deposit therein in the then current month as set forth in a certificate of an Authorized Board Representative theretofore delivered to the Fiscal Agent, which certificate is based on the current annual budget of the Board; and

(5) To the General Reserve Fund, (i) for credit to the Rate Stabilization Account, the amount, if any, provided for deposit therein in the then current month as set forth in a certificate of an Authorized Board Representative theretofore delivered to the Fiscal Agent, which certificate is based on the current annual budget for the Board; and (ii) for credit to the General Account the remaining balance of moneys in the Revenue Fund after making the above credits and deposits;

provided, however, that so long as there shall be held in the Debt Service Account and the Debt Service Reserve Account an amount sufficient to pay in full all Outstanding Bonds in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), no transfers shall be required to be made to the Debt Service Fund; and provided further, that if and to the extent that there shall be any Debt Service Reserve Account Deficiency attributable to a reduction in value of Securities as a result of valuation thereof pursuant to the Bond Resolution, after giving effect to any surety bond, insurance policy or letter of credit deposited in such Account pursuant to the Bond Resolution, there shall be deposited into the Debt Service Reserve Account each month during the period commencing with the month following the month in which the determination of such Debt Service Reserve Account Deficiency was made an amount equal to one thirty-sixth (1/36th) of such Debt Service Reserve Account Deficiency in addition to any amounts required to be deposited in said Account as provided in the Bond Resolution, except that, if a new valuation of Investment Securities held in the Debt Service Reserve Account is made pursuant to the Bond Resolution during the period that such deposits are required, then the obligation of the Metropolitan Government to make deposits during the balance of such period on the basis of the preceding valuation shall be discharged and the deposits, if any, required to be made for the balance of such period shall be determined under this proviso on the basis of the new valuation; provided further that if and to the extent there shall be any Debt Service Reserve Account Deficiency attributable to any other cause, after giving effect to any surety bond, insurance policy or letter of credit deposited in such Account pursuant to the Bond Resolution, there shall be deposited into the Debt Service Reserve Account by the last Business Day of the month following the month in which the determination of such Debt Service Reserve Account Deficiency was made an amount equal to such Debt Service Reserve Account Deficiency in addition to any amounts required to be deposited in said Account as provided in the Bond Resolution. Notwithstanding the foregoing, in the event of any conflict between the foregoing provisions concerning the funding of the Debt Service Reserve Account and those set forth in the Supplemental Resolution authorizing a particular Series of Bonds, the provisions concerning the funding of the Debt Service Reserve Account with respect to a particular Series of Bonds set forth in such Supplemental Resolution shall control.

### **Operating Fund**

Amounts credited to the Operating Fund shall be applied from time to time by the Board to the payment of Operating Expenses.

Amounts on deposit in the Operating Fund which the Board determines to be in excess of the requirements thereof shall be credited to the General Account in the General Reserve Fund.

### **Debt Service Account**

The Fiscal Agent shall pay out of the Debt Service Account to the respective Paying Agents (i) on or before each interest payment date for any of the Bonds, the amount required for the interest payable on such date; (ii) on or before each Principal Installment due date, the amount required for the Principal Installment payable on such due date; and (iii) on or before any redemption date for the Bonds, the amount required for the payment of interest on the Bonds then to be redeemed. Such amounts shall be applied by the Paying Agents on and after the due dates thereof. The Fiscal Agent shall also pay out of the Debt Service Account the accrued interest included in the purchase price of Bonds purchased for retirement.



Amounts accumulated in the Debt Service Account with respect to any Sinking Fund Installment may and, if so directed by the Board, shall be applied by the Fiscal Agent to (i) the purchase of Bonds of the Series and maturity for which such Sinking Fund Installment was established, or (ii) the redemption at the applicable sinking fund Redemption Price of such Bonds, if then redeemable by their terms.

The amount, if any, deposited in the Debt Service Account from the proceeds of each Series of Bonds shall be set aside in such Account and applied to the payment of interest on Bonds as provided in the Bond Resolution or in accordance with certificates of an Authorized Board Representative delivered to the Fiscal Agent pursuant to the Bond Resolution.

### **Debt Service Reserve Account**

If on any interest or Principal Installment due date with respect to any Series of Bonds payment for such interest or Principal Installment in full has not been made or provided for, the Fiscal Agent shall forthwith withdraw from the Debt Service Reserve Account an amount not exceeding the amount required to provide for such payment in full and deposit such amount in the Debt Service Account for application to such payment.

Whenever the amount in the Debt Service Reserve Account shall exceed the Debt Service Reserve Requirement, after giving effect to any surety bond, insurance policy or letter of credit deposited in such Account pursuant to the Bond Resolution, such excess shall be deposited in the Revenue Fund. Notwithstanding the foregoing, in the event of any conflict between the provisions of the preceding sentence and those set forth in the Supplemental Resolution authorizing a particular Series of Bonds, the provisions of such Supplemental Resolution shall control as to any excess funds in the Debt Service Reserve Account relating to such Series of Bonds.

In lieu of the required transfers or deposits to the Debt Service Reserve Account, the Metropolitan Government may cause to be deposited into the Debt Service Reserve Account a surety bond or an insurance policy for the benefit of the holders of the Bonds or a letter of credit in an amount equal to the difference between the Debt Service Reserve Requirement and the sums then on deposit in the Debt Service Reserve Account, if any. The surety bond, insurance policy or letter of credit shall be payable (upon the giving of notice as required thereunder) on any due date on which moneys will be required to be withdrawn from the Debt Service Reserve Account and applied to the payment of a Principal Installment of or interest on any Bonds and such withdrawal cannot be met by amounts on deposit in the Debt Service Reserve Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in the highest rating category by Moody's and S&P's or who holds the highest policy holder rating accorded insurers by a nationally recognized insurance rating agency. The letter of credit issuer shall be a bank or trust company which is rated not lower than the second highest rating category by Moody's and S&P's, and the letter of credit itself shall be rated in the highest rating category of either such rating agency. If a disbursement is made pursuant to a surety bond, an insurance policy or a letter of credit provided pursuant to this subsection, the Metropolitan Government shall be obligated either (i) to reinstate the maximum limits of such surety bond, insurance policy or letter of credit or (ii) to deposit into the Debt Service Reserve Account, funds in the amount of the disbursement made under such surety bond, insurance policy or letter of credit, or a combination of such alternatives, as shall otherwise make up for such disbursement. In the event that the rating attributable to any insurer providing any surety bond or insurance policy or any bank or trust company providing any letter of credit held as above provided in the Debt Service Reserve Account shall fall below that required by the Bond Resolution, the Metropolitan Government shall use its best efforts to replace, as soon as possible, such surety bond, insurance policy or letter of credit with a surety bond, insurance policy or letter of credit which shall meet the above described requirements.

In the event that a debt service reserve is required for some but not all Bonds Outstanding or in the event the amount or method for determining the amount of the debt service reserve is not the same for all Series of Bonds Outstanding, then separate subaccounts shall be established within the Debt Service Reserve Account and such subaccounts shall be administered so that funds therein shall only secure, and shall be used to pay Debt Service only on, the Series of Bonds for which such subaccount is established. In such case, if Revenues are not sufficient to fund the entire amount required to be deposited in the Debt Service Reserve Account, then the available amount shall be transferred to the subaccounts therein on a pro rata basis.

### **Subordinated Debt Fund**

The Fiscal Agent as directed by the Board shall apply amounts in the Subordinated Debt Fund to the payment of the principal or sinking fund installment of and interest on each issue of Subordinated Debt and reserves therefor in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the resolution or other debt instrument authorizing each issue of such Subordinated Debt. However, if at any time there shall be a Debt Service Reserve Account Deficiency and there shall not be any moneys available in the General Account in the General Reserve Fund and the Reserve and Contingency Fund to make up such deficiency, the Fiscal Agent shall forthwith transfer from the Subordinated Debt Fund for deposit in the Debt Service Reserve Account the amount necessary (or all moneys in the Subordinated Debt Fund, if necessary), to make up such Deficiency.

### **Reserve and Contingency Fund**

Amounts in the Reserve and Contingency Fund shall be applied to the costs of major renewals, replacements, repairs, additions, betterments, enlargements and improvements to the System and the payment of extraordinary operation and maintenance costs and contingencies, including the costs of scheduled, emergency or other interchange service, payments with respect to the prevention or correction of any unusual loss or damages in connection with the Electric System or to prevent a loss of revenue therefrom, all to the extent not provided for by reserves in the Operating Fund or from the proceeds of Bonds or from amounts on deposit in the General Reserve Fund.

If at any time the amounts in the Debt Service Account in the Debt Service Fund shall be less than the amount required by the Bond Resolution or there shall be a Debt Service Reserve Account Deficiency, and there shall not be on deposit in the General Account in the General Reserve Fund available moneys sufficient to cure such deficiency, then the Board, upon requisition by the Fiscal Agent, shall transfer from the Reserve and Contingency Fund to the Fiscal Agent for deposit in the Debt Service Account or Debt Service Reserve Account (in that priority) the amount necessary (or all the moneys in said Fund if less than the amount necessary) to make up such Deficiency.

### **General Reserve Fund**

The Board shall apply moneys credited to the General Account in the General Reserve Fund in the following amounts and in the following order of priority: (i) to the Fiscal Agent for deposit in the Debt Service Account in the Debt Service Fund, the amount necessary (or all moneys in the General Account, if necessary) to make up any deficiency in payments to said Account, (ii) to the Fiscal Agent for deposit in the Debt Service Reserve Account in the Debt Service Fund the amount necessary (or all moneys in the General Account, if necessary) to make up any Debt Service Reserve Account Deficiency, after giving effect to any surety bond, insurance policy or letter of credit deposited in such Account pursuant to the Bond Resolution, (iii) to the Fiscal Agent for deposit in the Subordinated Debt Fund the amount necessary

(or all moneys in the General Account, if necessary) to make up any deficiency in such Fund, and (iv) to payments in lieu of such taxes as may legally be levied against the Electric System or any part thereof.

Amounts in the General Account not required to meet a deficiency or provide for payments as required by the Bond Resolution shall upon determination of the Board be applied to or set aside for any one or more of the following:

- (a) The purchase or redemption of any Bonds, including without limitation Option Bonds tendered for payment and not remarketed, or purchase or redemption of Subordinated Debt, and to provide for expenses in connection with the purchase or redemption of any Bonds or Subordinated Debt or any reserves which the Board determines shall be required for such purposes;
- (b) payments into the Subordinated Debt Fund for application to the purposes of such Fund;
- (c) transfer to the Operating Fund payment of Operating Expenses;
- (d) payment of any extraordinary operation and maintenance costs, including the prevention or correction of any unusual loss or damage, in connection with the Electric System;
- (e) payments into the Construction Fund for application to the purposes of such Fund;
- (f) any other lawful purpose of the Metropolitan Government related to the Electric System or to a Separately Financed Project (as defined in the next following paragraph);

provided, however, that (i) amounts deposited in the General Account and required by the Bond Resolution to be applied to the purchase or redemption of Bonds shall be applied to such purpose and (ii) no payments shall be made from the General Account to pay any costs if and to the extent that the proceeds of insurance or other moneys recoverable as a result of damage, if any, are available to pay such costs.

### **Separately Financed Project**

Nothing in the Bond Resolution prevents the Metropolitan Government, acting upon request by the Board, from authorizing and issuing bonds, notes or other obligations or evidences of indebtedness, other than Bonds, for any project authorized by the Act, Sections 7-52-401 to 7-52-407, inclusive, Tennessee Code Annotated, or Sections 7-52-601 to 7-52-611, inclusive, Tennessee Code Annotated, as may from time to time be amended, or for any project for the provision of goods or services other than the generation, transmission, distribution and sale of electric energy and capacity or related goods and services which presently are or hereafter may be authorized or permitted for municipal electric systems generally or the Board specifically under any Tennessee or federal law or the Charter of the Metropolitan Government, or from financing or otherwise providing for any such project from other available funds (such project being referred to herein as a "Separately Financed Project"), if the debt service on such bonds, notes or other obligations or evidences of indebtedness, and the Metropolitan Government's or the Board's share of any operating expenses related to such Separately Financed Project, are payable solely from the revenues or other income derived from the ownership or operation of such Separately Financed Project, from other available funds of the Metropolitan Government or the Board not constituting part of the Revenues or from other funds withdrawn by the Metropolitan Government or the Board from the General Reserve Fund pursuant to subparagraph (f) of the immediately preceding paragraph. The Board may lend or invest Electric System funds disbursed from the General Reserve Fund pursuant to subparagraph (f) of the immediately preceding paragraph in any Separately Financed Project provided (a) such loan or investment of funds is

authorized by law; and (b) the Electric System is to be reimbursed for the loan or investment of funds at a rate substantially comparable to the return on investment of Electric System funds of similar maturity dates.

### **Subordinated Debt**

The Metropolitan Government may, at any time, or from time to time, issue Subordinated Debt for any of its corporate purposes payable out of, and which may be secured by a pledge of, such amounts in the Subordinated Debt Fund as may from time to time be available for the purpose of payment thereof; provided, however, that such pledge shall be, and shall be expressed to be, subordinate and junior in all respects to (i) the lien and pledge created by the Bond Resolution as security for the Bonds, and (ii) the lien and pledge created by the Bond Ordinance as security for the Senior Bonds.

### **Investment of Certain Funds**

Moneys held in the Debt Service Fund shall be invested and reinvested by the Fiscal Agent to the fullest extent practicable in Authorized Investments, (a) in the case of moneys held in the Debt Service Reserve Account within ten years and (b) in the case of moneys held in the Debt Service Account not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Account. Moneys held in the Revenue Fund and the Construction Fund may be invested and reinvested in Authorized Investments which mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. Moneys held in the Operating Fund shall be invested in Authorized Investments which mature within twelve months and moneys held in the General Reserve Fund and Reserve and Contingency Fund shall be invested in Authorized Investments which mature no later than the latest maturity date of any Bonds outstanding, and in any case the Authorized Investments in such Funds shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Funds. Subject to the terms of any resolution, indenture or other instrument securing any issue of Subordinated Debt, moneys held in the Subordinated Debt Fund shall be invested and reinvested to the fullest extent practicable in Authorized Investments which shall mature not later than such times as shall be necessary to provide moneys when needed for payments to be made from such Fund. The Fiscal Agent shall make all such investments of moneys held by it in accordance with written instructions from time to time received from any Authorized Board Representative. In making any investment in any Authorized Investments with moneys in any Fund or Account established under the Bond Resolution, an Authorized Board Representative may instruct the Fiscal Agent to combine such moneys with moneys in any other fund or account, but solely for purposes of making such investment in such Authorized Investments.

Unless otherwise provided in a Supplemental Bond Resolution, interest (net of that which represents a return of accrued interest paid in connection with the purchase of any investment) earned or any gain realized on any moneys or investments in any funds and accounts, other than the Construction Fund, shall be paid into the Revenue Fund on a periodic basis at least quarterly as shall be directed by the Board; provided, however, that at the direction of the Metropolitan Government, such income earned on moneys or investments in any fund or account or any portion thereof shall be paid into the Construction Fund. Interest earned or gain realized on any moneys or investments in the Construction Fund shall be held in such fund for the purposes thereof or, if so directed by the Board, paid into the Revenue Fund.

### **Valuation and Sale of Investments**

In computing the amount in any fund or account created under the provisions of the Bond Resolution for any purpose provided in the Bond Resolution, obligations purchased as an investment of

moneys therein shall be valued at the amortized cost of such obligations or at the market price thereof, whichever is lower. The accrued interest paid in connection with the purchase of any obligation shall be included in the value thereof until interest on such obligation is paid. Such computation shall be determined as of July 1 in each year and at such other times as the Board shall determine.

### **Creation of Liens**

The Metropolitan Government shall not issue any bonds, notes, debentures, or other evidences of indebtedness of similar nature, other than the Bonds, payable out of or secured by a pledge or assignment of the Pledged Funds or other moneys, securities or funds held or set aside by the Metropolitan Government, the Board or by the fiduciaries under the Bond Resolution and shall not create or cause to be created any lien or charge on the Pledged Funds, or such moneys, securities or funds; provided, however, that nothing contained in the Bond Resolution shall prevent the Metropolitan Government from issuing, if and to the extent permitted by law (i) evidences of indebtedness (a) payable out of moneys in the Construction Fund as part of the Cost of Acquisition and Construction of the Electric System, or (b) payable out of, or secured by a pledge or assignment of, Revenues to be received on and after such date as the pledge of the Net Revenues provided in the Bond Resolution shall be discharged and satisfied, (ii) Subordinated Debt, (iii) the Bank Notes, (iv) Credit/Liquidity Facility Obligations, or (v) bonds, notes, debentures or other evidences of indebtedness payable out of the General Account in the General Reserve Fund.

### **Disposition of Electric System or the Board**

No part of, or interest of the Metropolitan Government or the Board in, the Electric System shall be sold, leased, mortgaged or otherwise disposed of, except as follows:

(a) The Metropolitan Government or the Board may sell or exchange at any time and from time to time any property or facilities constituting part of the Electric System, only if it shall determine that such property or facilities are not necessary for the purposes of the Metropolitan Government or the Board in the operation of the Electric System. The proceeds of any such sale or exchange not used to acquire other property necessary or desirable for the purposes of the Metropolitan Government or the Board in the operation of the Electric System shall forthwith be deposited in the General Account in the General Reserve Fund for the purpose or redemption of the Bonds, and

(b) The Metropolitan Government or the Board may lease or make contracts or grant licenses for the operation of, or make arrangements for the use of, or grant easements or other rights with respect to, any part of the Electric System, provided that any such lease, contract, license, arrangement, easement or right (i) does not impede the operation by the Metropolitan Government or the Board or its agents of the Electric System and (ii) does not in any manner impair or adversely affect the rights or security of the Bondholders under the Bond Resolution; and provided, further, that if the book value of the property to be covered by any such lease, contract, license, arrangement, easement or other right is in excess of 1% of the book value of the assets of the Board at such time, the Board shall first file with the Fiscal Agent a certificate of the Authorized Board Representative that the action of the Metropolitan Government or the Board with respect thereto does not result in a breach of the conditions under the Bond Resolution. Any payments received by the Metropolitan Government or the Board under or in connection with any such lease, contract, license, arrangement, easement or right in respect of the Electric System or any part thereof shall be deposited in the Revenue Fund.

### **Operation and Maintenance of Electric System**

The Metropolitan Government and the Board shall at all times use their best efforts to operate or cause to be operated the Electric System properly and in an efficient and economical manner, and shall use their best efforts to maintain, preserve and keep the same or cause the same to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Electric System may be properly and advantageously conducted.

### **Certain Covenants with Respect to the Bond Ordinance and the Subordinated Resolution**

The Metropolitan Government shall not amend or modify either the Bond Ordinance or the Subordinated Resolution in any manner which adversely affects or diminishes the rights of the Bondholders under the Bond Resolution. A copy, certified by an Authorized Metropolitan Government Representative, of any amendment to either the Bond Ordinance or the Subordinated Resolution shall be promptly filed with the Fiscal Agent.

The Metropolitan Government shall not (i) issue any additional bonds under the Bond Ordinance, or (ii) extend the maturity of the Senior Bonds.

Immediately following the date on which the Senior Bonds are paid, the Metropolitan Government shall transfer all of the revenues, moneys, securities and funds then remaining in all funds established under the Bond Ordinance to the Revenue Fund.

### **Rates, Fees and Charges**

The Board shall at all times establish and collect rates, fees and charges for the use or the sale of the output, capacity or service of the Electric System as shall be required in order that in each fiscal year the Net Revenues, together with other available Revenues, plus the amount of any transfers from the Rate Stabilization Account to the Operating Fund during such fiscal year minus the amounts, if any, required by the Bond Resolution to be deposited from Net Revenues into the Debt Service Reserve Account, the Subordinated Debt Fund, the Reserve and Contingency Fund and the General Account during such fiscal year shall equal at least (i) the Aggregate Debt Service for such fiscal year and, (ii) the debt service, if any, on the Bank Notes and any Credit/Liquidity Facility Obligations for such fiscal year and (iii) the deposits required to be made into the Rate Stabilization Account during such fiscal year, and, in any event, as shall be required, together with other available funds, to pay or discharge all other indebtedness, charges and liens whatsoever payable out of Revenues under the Bond Resolution. Promptly upon any material change in the circumstances which were contemplated at the time such rates, fees and charges were most recently reviewed, but not less frequently than once in each fiscal year, the Board shall review the rates, fees and charges so established and shall promptly revise such rates, fees and charges as necessary to comply with the foregoing requirements, provided that such rates, fees and charges shall in any event produce moneys sufficient to enable the Metropolitan Government and the Board to comply with all its covenants under the Bond Resolution.

The Metropolitan Government or the Board will not furnish or supply or cause to be furnished or supplied any use, output or service of the Electric System, free of charge to any person, firm or corporation, public or private, and the Metropolitan Government and the Board will enforce the payment of any and all accounts owing to the Metropolitan Government by reason of the ownership and operation of the Electric System by discontinuing such use, output or service, or by filing suit therefor within 120 days after any

such accounts are due, or by both such discontinuance and by filing suit; provided, however, that no such action need be taken with respect to disputed accounts which are being negotiated for settlement.

In estimating Adjusted Aggregate Debt Service on any Variable Interest Rate Bonds, the Board shall be entitled to assume that such Variable Interest Rate Bonds will bear such interest rate or rates as the Board shall determine; provided, however, that the interest rate or rates assumed shall not be less than the interest rate borne by such Variable Interest Rate Bonds at the time such estimate is made.

Failure by the Board to comply with the provisions of the initial paragraph above under the heading "Rates, Fees and Charges" in any Fiscal Year shall not constitute an Event of Default as described in subparagraph (iv) under the heading "Events of Default" below so long as the Board (i) shall, no later than sixty (60) days after discovering such non-compliance and in all events no later than sixty (60) days after receipt by the Board of audited financial statements for a particular Fiscal Year which show such non-compliance, retain the Consulting Engineer or another independent consultant or firm of consultants having a favorable reputation for skill and experience in the field of reviewing and recommending rates, fees and charges for electric systems (such Consulting Engineer or other consultant or firm of consultants being referred to in this paragraph as the "Qualified Independent Consultant"), for the purpose of reviewing the Electric System fees, rates, rents, charges and surcharges, and (ii) either (A) shall, subject to securing such approvals as may be required and that in good faith will be sought by the Board, implement the recommendations of such Qualified Independent Consultant with respect to such fees, rates, rents, charges and surcharges suggested or recommended by the Qualified Independent Consultant to the Board in a written report or certificate to comply with the requirements of the initial paragraph above under the heading "Rates, Fees and Charges", or (B) if the Qualified Independent Consultant shall be of the opinion, as set forth in such report or certificate, that it would be impracticable at the time to charge such fees, rates, rents, charges and surcharges for the Electric System as would provide funds sufficient to comply with the requirements the initial paragraph above under the heading "Rates, Fees and Charges," shall, subject to securing such approvals as may be required and that in good faith will be sought by the Board, impose such schedule of fees, rates, rents, charges and surcharges as in the opinion of such Qualified Independent Consultant will allow the Board to, as nearly as then practicable, comply with such requirements, and (iii) in any event shall be in compliance with the initial paragraph above under the heading "Rates, Fees and Charges" no later than the end of the second Fiscal Year following the Fiscal Year in which such non-compliance requiring the engagement of the Qualified Independent Consultant occurred. The Board shall provide notice of its failure to comply with the initial paragraph above under the heading "Rates, Fees and Charges" to the Fiscal Agent no later than thirty (30) days after engaging the services of a Qualified Independent Consultant pursuant to the requirements of the preceding sentence and shall provide a copy of the report or certificate of the Qualified Independent Consultant to the Fiscal Agent and to any Bondholder who shall request the same in writing.

### **Enforcement of Charges**

The Metropolitan Government and the Board shall compel the prompt payment of rates, fees, rentals and charges imposed for service rendered by the Electric System, and to that end will vigorously enforce all of the provisions of any ordinance or resolutions of the Metropolitan Government or the Board having to do with electric charges and any other Electric System charges, and all of the rights and remedies permitted the Metropolitan Government or the Board under law. The Metropolitan Government and the Board expressly covenant and agree to exercise and enforce every right and remedy legally available to it to the end that such rates, fees, rentals and charges will be enforced and promptly collected to the full extent permitted by law.

### **Maintenance of Insurance**

The Board shall at all times use its best efforts to keep or cause to be kept the properties of the Electric System which are of an insurable nature and of the character usually insured by those operating properties similar to the Electric System insured against loss or damage by fire and from other causes customarily insured against and in such relative amounts as are usually obtained. The Board shall at all times use its best efforts to maintain or cause to be maintained insurance or reserves against loss or damage from such hazards and risks to the person and property of others as are usually insured or reserved against by those operating properties similar to the properties of the Electric System. The Board shall only be required to obtain such insurance if the same is available at reasonable rates and upon reasonable terms and conditions.

The Board shall also use its best efforts to maintain or cause to be maintained any additional or other insurance which it shall deem necessary or advisable to protect its interests and those of the Bondholders.

### **Reconstruction; Application of Insurance Proceeds**

If any useful portion of the Electric System shall be damaged or destroyed, the Board shall prosecute or cause to be prosecuted the reconstruction or replacement thereof, unless a certificate of an Authorized Board Representative filed with the Fiscal Agent shall state, in the opinion of the signer, that such reconstruction or replacement is not in the interest of the Metropolitan Government and the Bondholders. The proceeds of any insurance paid on account of such damage or destruction (other than any business interruption loss insurance) shall be held by the Board in the Construction Fund and made available for, and to the extent necessary be applied to, the cost of such reconstruction or replacement. Pending such application, such proceeds may be invested by the Board in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to pay such costs of reconstruction or replacement. Interest earned on such investments shall be deposited in the Revenue Fund.

The proceeds of business interruption loss insurance, if any, shall be paid into the Revenue Fund.

### **Events of Default**

The following events shall constitute an Event of Default under the Bond Resolution:

- (i) if default shall be made by the Metropolitan Government in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption, or otherwise;
- (ii) if default shall be made by the Metropolitan Government in the due and punctual payment of any installment of interest on any Bond or the unsatisfied balance of any Sinking Fund Installment therefor (except when such Installment is due on the maturity date of such Bond), when and as such interest installment or Sinking Fund Installment shall become due and payable;
- (iii) if default shall be made in the due and punctual payment of the purchase price of any Option Bond duly tendered for purchase in accordance with the terms thereof and the Bond Resolution;
- (iv) if the default shall be made by the Metropolitan Government in the performance or observance of any other of the covenants, agreements or conditions on its part in the Bond Resolution or in the Bonds contained, and such default shall continue for a period of 60 days after written notice thereof to the Metropolitan Government by the Fiscal Agent or to the Metropolitan



Government and to the Fiscal Agent by the holders of not less than 10% in principal amount of the Bonds outstanding;

(v) if the Metropolitan Government shall commence a voluntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or shall authorize, apply for or consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Metropolitan Government and/or its rents, fees, charges or other revenues therefrom, or shall make any general assignment for the benefit of creditors, or shall make a written declaration or admission to the effect that it is unable to meet its debts as such debts mature, or shall authorize or take any action in furtherance of any of the foregoing; or

(vi) if a court having jurisdiction in the premises shall enter a decree or order for relief in respect of the Metropolitan Government in an involuntary case or similar proceeding under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Metropolitan Government, and/or the rents, fees, charges or other revenues therefrom, or a decree or order for the dissolution, liquidation or winding up of the Metropolitan Government and its affairs or a decree or order finding or determining that the Metropolitan Government is unable to meet its debts as such debts mature, and any such decree or order shall remain unstayed and in effect for a period of 60 consecutive days;

then, and in each and every such case, so long as such Event of Default shall not have been remedied, unless the principal of all the Bonds shall have already become due and payable, either the Fiscal Agent (by notice in writing to the Metropolitan Government), or the holders of not less than 25% in principal amount of the Bonds Outstanding (by notice in writing to the Metropolitan Government and the Fiscal Agent), may declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable. The right of the Fiscal Agent or of the holders of not less than 25% in principal amount of the Bonds to make any such declaration as aforesaid, however, is subject to the condition that if, at any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of interest upon the Bonds, together with interest on such overdue installments of interest to the extent permitted by law and the reasonable and proper fees, charges, expenses and liabilities of the Fiscal Agent, and all other sums then payable by the Metropolitan Government under the Bond Resolution (except the principal of, and interest accrued since the next preceding interest date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the Metropolitan Government or provision satisfactory to the Fiscal Agent shall be made for such payment, and all defaults under the Bonds or under the Bond Resolution (other than the payment of principal and interest due and payable solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Fiscal Agent or provision deemed by the Fiscal Agent to be adequate shall be made therefor, then and in every such case the holders of 25% in principal amount of the Bonds Outstanding, by written notice to the Metropolitan Government and the Fiscal Agent, may rescind such declaration and annul such default in its entirety, or, if the Fiscal Agent shall have acted itself, and if there shall not have been theretofore delivered to the Fiscal Agent written direction to the contrary by the holders of 25% in principal amount of the Bonds Outstanding, then any such declaration shall be deemed to be rescinded and any such default shall be deemed to be annulled, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

#### **Application of Pledged Funds After Default**

During the continuance of an Event of Default, the Fiscal Agent shall apply the Pledged Funds, including all moneys, securities, funds and Net Revenues received by the Fiscal Agent as follows in the following order:

- (i) Expenses of Fiduciaries - to the payment of the reasonable and proper fees (including reasonable attorney's fees), charges, expenses and liabilities of the fiduciaries;
- (ii) Operating Expenses - to the payment of the amounts required for reasonable and necessary Operating Expenses and for the reasonable renewals, repairs and replacements of the Electric System necessary in the judgment of the Fiscal Agent to prevent a loss of Revenues;
- (iii) Principal or Redemption Price and Interest - to the payment of the interest and principal or Redemption Price then due on the Bonds.

Nothing in the Bond Resolution or in the Bonds contained shall affect or impair the obligation of the Metropolitan Government, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective holders thereof, or affect or impair the right of action, which is also absolute and unconditional, of any holder to enforce such payment of its Bond.

#### **Concerning the Fiduciaries**

The Bond Resolution requires the appointment by the Metropolitan Government of a Fiscal Agent and one or more Paying Agents for the Bonds of each Series. The Fiscal Agent may resign on 90 days' notice and may at any time be removed with cause by the holders of a majority in principal amount of the Bonds then outstanding. A successor Fiscal Agent may be appointed by the Metropolitan Government, but if the Metropolitan Government does not appoint a successor Fiscal Agent within 60 days, then by the holders of a majority in principal amount of the Bonds then outstanding. Failing such an appointment, the holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent. Any successor Fiscal Agent shall be a bank or trust company organized under the laws of the state or a national banking association and shall have capital stock, surplus and undivided earnings aggregating at least \$50,000,000 if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Bond Resolution.

#### **Supplemental Bond Resolutions Effective Upon Filing With the Fiscal Agent**

For any one or more of the following purposes and at any time or from time to time, a Supplemental Bond Resolution of the Metropolitan Government may be adopted, which, upon the filing with the Fiscal Agent of a copy thereof certified by an Authorized Metropolitan Government Representative, shall be fully effective in accordance with its terms:

- (1) To close the Bond Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the Bond Resolution on, the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;
- (2) To add to the covenants and agreements of the Metropolitan Government in the Bond Resolution, other covenants and agreements to be observed by the Metropolitan Government which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(3) To add to the limitations and restrictions in the Bond Resolution, other limitations and restrictions to be observed by the Metropolitan Government which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect;

(4) To authorize Bonds of an additional Series;

(5) To authorize, in compliance with all applicable law, Bonds of each Series to be issued in the form of coupon Bonds and, in connection therewith, specify and determine the matters and things relative to the issuance of such coupon Bonds, including provisions relating to the timing and manner of provision of any notice required to be given hereunder to the holders of such coupon Bonds, which are not contrary to or inconsistent with the Bond Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first authentication and delivery of such coupon Bonds;

(6) To authorize, in compliance with all applicable law, Bonds of each Series to be issued in the form of Bonds issued and held in book-entry form on the books of the Metropolitan Government or any fiduciary appointed for that purpose by the Metropolitan Government and, in connection therewith, make such additional changes herein, not adverse to the rights of the holders of the Bonds, as are necessary or appropriate to accomplish or recognize such book-entry form Bonds and specify and determine the matters and things relative to the issuance of such book-entry form Bonds as are appropriate or necessary;

(7) Notwithstanding any other provisions of the Bond Resolution, to authorize Bonds of a Series having terms and provisions different than the terms and provisions theretofore provided in the Bond Resolution, including but not limited to provisions relating to the timing of the payment of interest, and authorizing the form of bond for such Series of Bonds and otherwise to provide amendments or modifications of provisions of the Bond Resolution relative to such Bonds; provided that neither the authorization and issuance of such Series of Bonds nor any such amendment or modification shall in any manner impair or adversely affect the rights or security of the holders of Bonds then Outstanding under the Bond Resolution;

(8) To confirm, as further assurance, any pledge or assignment under, and the subjection to any security interest, pledge or assignment created or to be created by, the Bond Resolution of the Pledged Funds and to pledge as Pledged Funds any additional revenues, moneys, securities, Credit Facilities or other agreements; and

(9) To modify any of the provisions of the Bond Resolution in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Bond Resolution shall cease to be Outstanding, and (ii) such Supplemental Bond Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Bond Resolution and of Bonds issued in exchange therefor or in place thereof.

### **Supplemental Bond Resolutions Effective With Consent of Bondholders**

At any time or from time to time, a Supplemental Bond Resolution may be adopted subject to consent by Bondholders and, if applicable, an Insurer, in accordance with and subject to the provisions of the Bond Resolution, which Supplemental Bond Resolution, upon the filing with the Fiscal Agent of a copy thereof certified by an Authorized Metropolitan Government Representative and upon compliance with the provisions of the Bond Resolution shall become fully effective in accordance with its terms.

## **Powers of Amendment**

Any modification or amendment of the Bond Resolution and of the rights and obligations of the Metropolitan Government and of the holders of the Bonds thereunder, in any particular, may be made by a Supplemental Bond Resolution, with the written consent given (i) of the holders of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given and (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the holders of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption (including Sinking Fund Installments) or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

## **Defeasance**

The lien of the Bond Resolution and all covenants, agreements and other obligations of the Metropolitan Government under the Bond Resolution will cease, terminate and be discharged and satisfied wherever all Bonds are paid in full. Bonds are deemed to have been paid and are not entitled to the lien, benefit and security of the Bond Resolution wherever the following conditions are met: (i) in case any Bonds are to be redeemed prior to their maturity, the Metropolitan Government has given to the Fiscal Agent irrevocable instructions to publish notice of redemption therefor, (ii) there has been deposited with the Fiscal Agent either moneys or Investment Securities which, together with other moneys, if any, also deposited, will be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds, and (iii) in the event such Bonds are not subject to redemption within the next succeeding 60 days, the Metropolitan Government has given the Fiscal Agent irrevocable instructions to publish a notice to the holders of such Bonds that the above deposit has been made and that such Bonds are deemed to have been paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds.

## **Amendment**

Resolution No. RS2014-42 adopted on October 18, 2011 ("Resolution RS2011-42") provided for certain amendments of the Bond Resolution which become effective only after all Bonds Outstanding on the date of the adoption of the Resolution No. RS2011-42 are paid or defeased. It is anticipated that these amendments will be effective prior to the issuance of the 2021 Series A Bonds. The foregoing provisions of this summary assume such amendments have become effective. For a more complete description of such amendments, reference is hereby made to Resolution No. RS2011-42.

## **APPENDIX E**

### **Form of Opinion of Bond Counsel**

## PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon delivery of the 2021 Series A Bonds, Bradley Arant Boult Cummings LLP, Nashville, Tennessee, Bond Counsel, proposes to render its opinion with respect to the 2021 Series A Bonds in substantially the following form:

[Date]

Metropolitan County Council  
The Metropolitan Government  
of Nashville and Davidson County  
205 Metropolitan Courthouse  
Nashville, TN 37201

Ladies and Gentlemen:

We have examined the record of proceedings relating to the issuance of \$195,000,000<sup>1</sup> aggregate principal amount of Electric System Revenue Bonds, 2021 Series A (the "2021 Series A Bonds") by The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government").

The 2021 Series A Bonds are issued under and pursuant to the Charter of the Metropolitan Government, as amended and supplemented (the "Charter"), the Constitution and applicable statutes of the State of Tennessee, including, without limitation, Tennessee Code Annotated, Sections 7-34-101 through 7-34-118, as amended (the "Act"), and a resolution of the Metropolitan Government adopted on November 5, 1985, entitled "Electric System Revenue Bond Resolution", as amended and supplemented (the "Resolution").

The 2021 Series A Bonds will mature on the dates and in the principal amounts, and bear interest at the respective rates per annum, shown below:

<u>May 15</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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The 2021 Series A Bonds are dated, and shall bear interest from, the date of delivery thereof, except as otherwise provided in the Resolution. Interest on the 2021 Series A Bonds is payable on May 15 and November 15 in each year, commencing on May 15, 2021. The 2021 Series A Bonds are subject to redemption prior to maturity in the manner and upon the respective terms set forth in the Resolution.

The 2021 Series A Bonds are issued in fully registered form in the denominations of \$5,000 or any integral multiple of \$5,000. The 2021 Series A Bonds are each numbered, prefixed by the letter R, from one upward.

The 2021 Series A Bonds are being issued for the principal purposes of providing sufficient funds for the following: (i) to finance a portion of the Cost of Acquisition and Construction (as defined in

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<sup>1</sup> Preliminary, subject to change.

the Resolution) of the 2021 System Improvements (as defined in the Resolution) for the Electric System (as defined in the Resolution), which is owned by the Metropolitan Government and operated by the Electric Power Board of the Metropolitan Government (the "Board"), and (ii) to pay the administrative, legal, financing and other expenses incurred in connection with the issuance of the 2021 Series A Bonds.

The Metropolitan Government has also issued and has outstanding under the Resolution the Electric System Revenue Refunding Bonds, 2013 Series A, the Electric System Revenue Bonds, 2014 Series A, the Electric System Revenue Refunding Bonds, 2015 Series A, the Electric System Revenue Bonds, 2017 Series A and the Electric System Revenue Refunding Bonds, 2017 Series B (together with the 2021 Series A Bonds, collectively, the "Outstanding Bonds").

The Metropolitan Government has reserved the right to issue additional bonds and other evidences of indebtedness on the terms and conditions and for the purposes stated in the Resolution. Under the provisions of the Resolution, all such additional bonds and other evidences of indebtedness may rank equally as to security and payment with the 2021 Series A Bonds and the other Outstanding Bonds.

As to questions of fact material to our opinions, we have, with your consent, relied upon the representations of officials of the Metropolitan Government contained in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon such documents, showings and related matters of law as we deem necessary to render these opinions, and in reliance, to the extent set forth in the third from the last paragraph of this letter, upon the opinion described in said paragraph, we are of the opinion that:

1. The Board has good right and lawful authority to operate, maintain and improve the Electric System and to fix rates and collect charges for electric energy and the services, facilities and commodities furnished by the Electric System and to perform all its obligations under the Resolution in those respects.

2. The Resolution has been duly and lawfully adopted by the Metropolitan Government, is in full force and effect, is valid and binding upon the Metropolitan Government and is enforceable in accordance with its terms. No other or further authorization or approval for the Resolution is required. The Resolution creates the valid pledge of the Pledged Funds (as defined in the Resolution) that the Resolution purports to create. We express no opinion as to the perfection or priority of the pledge of the Pledged Funds so created.

3. The Metropolitan Government is duly authorized and entitled to issue the 2021 Series A Bonds, and the 2021 Series A Bonds have been duly and validly authorized and issued by the Metropolitan Government in accordance with the Charter, with the Constitution and statutes of the State of Tennessee, including the Act, and with the Resolution, and constitute valid and binding limited obligations of the Metropolitan Government as provided in the Resolution, enforceable in accordance with their terms and the terms of the Resolution and are entitled to the benefits of the Act and the Resolution.

4. The Internal Revenue Code of 1986, as amended (the "Code") imposes certain requirements which must be met subsequent to the issuance and delivery of the 2021 Series A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the 2021 Series A Bonds to be included in gross income retroactive to the date of issue of the 2021 Series A Bonds. The Metropolitan Government has covenanted in the Resolution to maintain the exclusion of the interest on the 2021 Series A Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

Under existing law, and assuming compliance with the aforementioned covenant, interest on the 2021 Series A Bonds is excluded from gross income for federal income tax purposes. The 2021 Series A Bonds are not "specified private activity bonds" within the meaning of Section 57(a)(5) of the Code and, therefore, the interest on the 2021 Series A Bonds will not be treated as a preference item for purposes of computing the alternative minimum tax imposed by Section 55 of the Code.

With respect to the 2021 Series A Bonds initially offered to the public at prices less than the amounts payable thereon at maturity, the difference between the principal amount of such 2021 Series A Bonds and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such 2021 Series A Bonds of the same maturity was sold constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on such 2021 Series A Bonds. Such original issue discount accrues actuarially on a constant interest rate basis over the term of each such 2021 Series A Bond, and the basis of each such 2021 Series A Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount.

With respect to the 2021 Series A Bonds initially offered to the public at prices greater than the amounts payable thereon at maturity, the difference between the principal amount of such 2021 Series A Bonds and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such 2021 Series A Bonds of the same maturity was sold constitutes original issue premium. As a result of the tax cost reduction requirements of the Code relating to amortization of original issue premium, under certain circumstances an initial owner of such 2021 Series A Bonds may realize a taxable gain upon the disposition of such 2021 Series A Bonds even though such 2021 Series A Bonds are sold or redeemed for an amount equal to such owner's original cost of acquiring such 2021 Series A Bonds.

5. Under existing law, interest on the 2021 Series A Bonds is exempt from all state, county and municipal taxation in the State of Tennessee, except (a) Tennessee excise taxes on all or a portion of the interest on the 2021 Series A Bonds during the period such 2021 Series A Bonds are held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee, and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the 2021 Series A Bonds in the Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

The opinions set forth in paragraphs 2 and 3 above are qualified to the extent that the enforcement of the Resolution and the 2021 Series A Bonds may be limited by applicable bankruptcy, moratorium or similar laws affecting creditors' rights generally and as to the availability of any particular remedy. Except as stated in paragraphs 4 and 5 above, we express no opinion as to any federal, state or local tax consequences of the ownership or disposition of the 2021 Series A Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the 2021 Series A Bonds, or the interest thereon, if any action is taken with respect to the 2021 Series A Bonds or the proceeds thereof upon the advice or approval of other bond counsel.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of the Preliminary Official Statement dated \_\_\_\_\_, 2021 or the Official Statement dated \_\_\_\_\_, 2021 or any other offering material relating to the 2021 Series A Bonds, and we express no opinion herein relating thereto. Further, we express no opinion herein as to the compliance by the Metropolitan Government, the Board or the underwriters for the 2021 Series A Bonds with any federal or state statute, regulation or ruling that may relate to the sale, distribution or marketing of



the 2021 Series A Bonds.

In rendering this opinion, we have, with your consent, relied upon the opinion of even date herewith of Robert E. Cooper, Jr., Director of Law of the Metropolitan Government, with respect to: (i) the due organization and existence of the Metropolitan Government as a valid political subdivision of the State of Tennessee; (ii) the right, title and interest of the present officials of the Metropolitan Government to their respective positions; (iii) the due and valid adoption of the Resolution by the Metropolitan Government and its continued validity and the creation of a valid pledge of the Pledged Funds purported to be created thereby; (iv) compliance by the Metropolitan Government with the provisions of Chapter 44, Title 8, Tennessee Code Annotated, in connection with the adoption of the Resolution; (v) matters which might be disclosed by an examination of agreements or instruments to which the Metropolitan Government is a party or by which it may be bound; and (vi) such other matters as are expressed in such opinion.

We have examined the first numbered 2021 Series A Bond for each maturity, and, in our opinion, the form of such 2021 Series A Bonds and their execution are regular and proper. We have not, however, verified, and express no opinion as to the accuracy of, any "CUSIP" identification number or other identifying mark that may be imprinted on any of the 2021 Series A Bonds.

As indicated hereinbefore, this opinion is rendered based upon laws, regulations, rulings and judicial decisions existing as of the date hereof. We express no opinion as to what effect laws passed, regulations or rulings promulgated or judicial decisions published subsequent to the date hereof but with a retroactive effective date may have on the federal income taxation of the interest on the 2021 Series A Bonds.

Very truly yours,

## **APPENDIX F**

### **Form of Continuing Disclosure Agreement**

## CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the \_\_ day of February 2021, among REGIONS BANK, as disclosure agent (the "Disclosure Agent"), and the ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Board").

### RECITALS

WHEREAS, The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") has issued or will issue its \$ \_\_\_\_\_\* Electric System Revenue Bonds, 2021 Series A (the "Bonds") under the provisions of the Electric System Revenue Bond Resolution adopted by the Metropolitan Government on November 5, 1985, as amended and supplemented, including specifically as supplemented by the Twenty-Ninth Supplemental Electric System Revenue Bond Resolution adopted by the Metropolitan Government on January 19, 2021 (such Electric System Revenue Bond Resolution adopted on November 5, 1985 and all amendments and supplements thereto are hereinafter referred to collectively as the "Resolution"); and

WHEREAS, the Bonds have been offered and sold pursuant to a Preliminary Official Statement dated January \_\_, 2021 and a final Official Statement dated January \_\_, 2021 (collectively, the "Official Statement"), and the Metropolitan Government and the Board have entered into a Bond Purchase Agreement dated January \_\_, 2021 (the "Bond Purchase Agreement") with Raymond James & Associates, Inc., on behalf of the Underwriters (as defined therein) as to the Bonds; and

WHEREAS, the Bonds are subject to the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission of the United States of America (the "SEC") pursuant to the Securities Exchange Act of 1934, as amended; and

WHEREAS, the Board has entered into this Agreement with the Disclosure Agent in order to assist the Underwriters in complying with the Rule.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein and in the Resolution, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the parties hereto agree as follows:

#### **Section 1. Definitions; Scope of this Agreement.**

(A) All terms capitalized but not otherwise defined herein shall have the meanings assigned to those terms in the Resolution. For this purpose, all amendments to, or supplements of, the Resolution shall be deemed automatically incorporated herein by reference, but only to the extent that such amendments or supplements relate to the Bonds.

(B) This Agreement applies to the Bonds. It does not apply to any other Bonds issued and Outstanding under the Resolution or to any Additional Bonds which may be issued under the Resolution or to any other securities issued by the Metropolitan Government.

(C) The Disclosure Agent shall have no obligation to make any disclosure except as expressly provided herein; provided, however, that nothing herein shall limit the duties or obligations of the

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\* Preliminary, subject to change.

Disclosure Agent as Fiscal Agent under the Resolution or the duties or obligations of the Disclosure Agent in any other capacity pursuant to written agreement between the Disclosure Agent and the Metropolitan Government and/or the Board.

## **Section 2. Disclosure of Information**

(A) General Provisions. This Agreement governs the direction of the Board to the Disclosure Agent with respect to information to be made public. In its actions under this Agreement, the Disclosure Agent is acting not as Fiscal Agent under the Resolution but as the agent of the Board; provided, however, that the Disclosure Agent shall be entitled to the same protection in so acting under this Agreement as it has in acting as Fiscal Agent under the Resolution. This Agreement is intended to benefit the holders of the Bonds, but only indirectly through the Disclosure Agent as agent of the Board as long as a Disclosure Agent is serving under this Agreement. This Agreement is not intended to create any rights exercisable by the holders of the Bonds except indirectly through the Disclosure Agent as set forth herein as long as a Disclosure Agent is serving under this Agreement. This Agreement is not intended to limit or affect rights of the holders of the Bonds as set forth in the Resolution.

(B) Information Provided to the Public. Except to the extent this Agreement is modified or otherwise altered in accordance with Section 4 hereof, the Board shall make or cause to be made public the information set forth in subsections (1) and (2) below:

(1) Periodic Reports.

- (a) Copies of the annual financial statements of the Board, including, without limitation, balance sheets and related statements of revenues, expenses and changes in retained earnings and cash flows, prepared in accordance with generally accepted accounting principles and audited in accordance with generally accepted auditing standards and generally accepted government auditing standards.
- (b) To the extent such items are not included in the annual financial statements referred to in subsection (a) above, the financial and statistical data of the Board for the type of information included in the tables entitled "Summary of Changes in Net Position", "Debt Service Coverage", "Number of Customers", "Sales in KWh and Maximum System Demand in kW", and "Ten Largest Customers" contained in the Official Statement of the Metropolitan Government dated January \_\_, 2021, prepared in connection with the Bonds.

(2) Occurrence Notices. Notices of the following events with respect to the Bonds:

- a. Principal and interest payment delinquencies;
- b. Non-payment related defaults, if material;
- c. Unscheduled draws on debt service reserves reflecting financial difficulties;
- d. Unscheduled draws on credit enhancements reflecting financial difficulties;
- e. Substitution of credit or liquidity providers, or their failure to perform;
- f. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

- g. Modifications to rights of Bondholders, if material;
- h. Bond calls, if material, and tender offers;
- i. Defeasances;
- j. Release, substitution, or sale of property securing repayment of the securities, if material;
- k. Rating changes;
- l. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- m. The consummation of a merger, consolidation or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- n. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- o. Incurrence of a financial obligation (as defined in the Rule) of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- p. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation (as defined in the Rule) of the obligated person, any of which reflect financial difficulties.

The Board shall provide the Disclosure Agent a copy of the audited annual financial statement of the Board described in subsection (B)(1)(a) above by not later than nine (9) months after the fiscal year ending June 30 of each year that the Bonds remain Outstanding, beginning at the end of the fiscal year ending June 30, 2021. While any of the Bonds remain Outstanding, the Board shall provide to the Disclosure Agent written notice of any event described in subsection (2) above as soon as possible upon the occurrence of any such event.

The Board may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed in subsection (2) above, if, in the judgment of the Board, such other event is material with respect to the Bonds, but the Board does not undertake to commit to provide any such notice of the occurrence of any event except those events listed in subsection (2) above.

(C) Information Provided by Disclosure Agent to Public.

- (1) The Board hereby directs the Disclosure Agent on its behalf to make public in accordance with subsection (D) of this Section 2 and within the time frame set forth in subsection

(C)(2) below, and the Disclosure Agent agrees to act as the agent of the Board in so making public:

- (a) the periodic reports which the Board has agreed to make public under subsection (B)(1) of this Section 2 (as it may be amended from time to time);
  - (b) the occurrence notices which the Board has agreed to make public under subsection (B)(2) of this Section 2 (as it may be amended from time to time); and
  - (c) such other information as the Board shall determine to make public through the Disclosure Agent as set forth in the last paragraph of Section 2(B) above.
- (2) To the extent that the Board has provided the Disclosure Agent with the periodic reports required by Section 2(B)(1) above, the Disclosure Agent shall make such information public not later than one year after the fiscal year ending June 30 of each year that the Bonds remain Outstanding, beginning at the end of the fiscal year ending June 30, 2021. In the event of any failure to file the periodic reports specified in Section 2(B)(1) above, the Disclosure Agent shall make notice of such failure public within a timely manner. To the extent that the Board has informed the Disclosure Agent of the occurrence of certain events as required by Section 2(B)(2) above, the Disclosure Agent shall make such notice of such events public within ten (10) business days after the occurrence thereof.

(D) Means of Making Information Public.

- (1) Information shall be transmitted to (i) the Municipal Securities Rulemaking Board ("MSRB") and (ii) any public or private depository to which continuing disclosure information shall be sent pursuant to Tennessee law (a "State Depository").
- (2) Information shall be made public by the Disclosure Agent (as long as a Disclosure Agent is serving under this Agreement and, if a Disclosure Agent is not serving under this Agreement, by the Board) (i) to the MSRB by filing such information electronically with the MSRB at [emma.msrb.org](http://emma.msrb.org), accompanied by identifying information as prescribed by the MSRB and submitted in any other manner pursuant to, and in accordance with, SEC Release No. 34-59062 and (ii) to the State Depository, if any, by whatever means are mutually acceptable to the Disclosure Agent (or the Board if a Disclosure Agent is not serving under this Agreement) and such State Depository.

Nothing in this subsection (D)(2) shall be construed to relieve the Fiscal Agent of its obligation to provide notices to the holders of all Bonds if such notice is required by the Resolution.

Nothing in this Agreement shall be construed to require the Disclosure Agent to interpret or provide an opinion concerning the information made public. If the Disclosure Agent receives a request for an interpretation or opinion, the Disclosure Agent may refer such request to the Board for response.

[Certain bonds issued for the benefit of the Board were or are insured by bond insurance companies that experienced rating changes within the previous five years. Notice of these insured rating changes was not filed by the Board; however, information on these insured rating changes was widely available and reported to the market. The Board has since filed notice of the current rating of the insurer for all insured Outstanding Bonds. Otherwise, in the previous five years, the Board has not failed to comply in any material respect with any undertaking in a written contract or agreement specified in the Rule.]

### **Section 3. Disclosure Agent Compensation.**

The Disclosure Agent's acts hereunder shall constitute services for which the Board shall pay the Disclosure Agent, and the Disclosure Agent is entitled to reasonable compensation in accordance with the fee schedule attached hereto as Schedule A. In addition, the Board shall pay or reimburse the Disclosure Agent for its expenses incurred in performing its services in accordance with this Agreement.

### **Section 4. Amendment or Modification.**

(A) This Agreement shall not be amended or modified except by a writing executed by the Disclosure Agent (but the signature of the Disclosure Agent shall only be required if a Disclosure Agent is then serving under this Agreement) and the Board.

(B) This Agreement may be amended by the Disclosure Agent (but the signature of the Disclosure Agent shall only be required if a Disclosure Agent is then serving under this Agreement) and the Board without consent of any holders of the Bonds if (i) the Agreement, as so amended, would have complied with the requirements of the Rule at the time of the execution hereof, after taking into account any amendments or interpretations of the Rule, or (ii) the amendment is necessary or desirable to conform the terms hereof to the Rule or any other rule or regulation of the SEC, the MSRB or any other federal or state regulatory body having jurisdiction over the Bonds.

### **Section 5. Miscellaneous.**

(A) Representations. Each of the parties hereto represents and warrants to each other party that it has duly authorized the execution and delivery of this Agreement by the officer of such party whose signature appears on the execution pages hereto, that it has all requisite power and authority to execute and deliver, and perform, this Agreement under its organizational documents and any corporate resolutions now in effect, that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of the Bonds. The Disclosure Agent makes no representation that this Agreement complies with the Rule.

(B) Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee.

(C) Severability. If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(D) Counterparts. This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(E) Resignation or Removal of Disclosure Agent. The Disclosure Agent may resign by giving notice in writing to the Board. The Disclosure Agent may be removed by the delivery to the Disclosure Agent by the Board of notice in writing evidencing the desire of the Board to remove the Disclosure Agent. If the position of Disclosure Agent becomes vacant due to resignation or removal of the Disclosure Agent or any other reason, a successor Disclosure Agent may be appointed by the Board. If no successor Disclosure Agent is appointed by the Board, then the responsibilities of the Disclosure Agent under this Agreement shall be discharged by the Board.

(F) Defaults; Remedies. A party shall be in default of its obligations hereunder if it fails and refuses to carry out or perform its obligations hereunder for a period of thirty (30) days following notice of default given in writing to such party by any other party hereto, unless such default is cured within such thirty (30) days notice period.

If a default occurs and continues beyond the notice period specified above, the non-defaulting party (and, if the Board is the defaulting party and a Disclosure Agent is no longer serving hereunder, the holders of the Bonds or the Fiscal Agent on behalf of the holders of the Bonds) may take such action at law or in equity as may be necessary or desirable to enforce the provisions hereof, including, without limitation, an action for mandamus or for specific performance, but the defaulting party shall not in any event be liable for damages incurred as a consequence of such default.

*(signature page follows)*



IN WITNESS WHEREOF, the Disclosure Agent and the Board have each caused a duly authorized officer to execute this Agreement as of the day and year first above written.

REGIONS BANK, as Disclosure Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ELECTRIC POWER BOARD OF THE  
METROPOLITAN GOVERNMENT OF NASHVILLE  
AND DAVIDSON COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

29343394.5



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-718, Version: 1**

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A Thirtieth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by electing to defease, pay and redeem certain Electric System Revenue Bonds and authorizing certain other related matters

WHEREAS, under authority conferred by Appendix III of the Charter of The Metropolitan Government of Nashville and Davidson County and the laws of the State of Tennessee, the Metropolitan Council adopted Substitute Resolution No. R85-746 on November 5, 1985; and

WHEREAS, the Electric Power Board of The Metropolitan Government of Nashville and Davidson County (i) has determined by resolution duly adopted at its meeting of December 16, 2020 that it is in the best interest of the electric system under its control that all of the outstanding revenue bonds issued under Substitute Resolution No. R85-746 and designated as the 2008 Series B Bonds be redeemed, and requests that the Metropolitan Council redeem such 2008 Series B Bonds as provided herein, and (ii)(A) has determined by resolution duly adopted at its meeting of December 16, 2021 that it is in the best interest of the electric system under its control to use all amounts released from the Debt Service Reserve Account created under Substitute Resolution No. R85-746 upon the redemption of the 2008 Series B Bonds as follows: (1) first, to pay at maturity or to redeem, as appropriate, all of the outstanding revenue bonds issued under Substitute Resolution No. R85-746 and designated as the 2011 Series A Bonds and the 2011 Series B Bonds, and (2) second, if there are any remaining funds, to pay Cost of Acquisition and Construction (as defined in Substitute Resolution No. R85-746) of such electric system, and (B) requests that the Metropolitan Council approve such use of funds so released from the Debt Service Reserve Account and redeem such 2011 Series A Bonds and 2011 Series B Bonds as provided herein.

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

### **AUTHORITY AND DEFINITIONS**

**Supplemental Resolution.** This Thirtieth Supplemental Electric System Revenue Bond Resolution is supplemental to the Electric System Revenue Bond Resolution adopted by the Metropolitan Government on November 5, 1985 (such Electric System Revenue Bond Resolution as heretofore amended is referred to herein as the "Electric System Revenue Bond Resolution").

**Authority for this Thirtieth Supplemental Resolution.** This Thirtieth Supplemental Resolution is adopted (i) pursuant to the provisions of the Act and (ii) in accordance with Article X of the Electric System Revenue Bond Resolution.

### **Definitions.**

Except as provided by this Thirtieth Supplemental Resolution, all terms which are defined in Section 101 of the Electric

System Revenue Bond Resolution shall have the same meanings, respectively, in this Thirtieth Supplemental Resolution as such terms are given in said Section 101 of the Electric System Revenue Bond Resolution.

In this Thirtieth Supplemental Resolution:

**2008 Series B Bonds** shall mean the Metropolitan Government's Electric System Revenue Refunding Bonds, 2008 Series B, authorized by Article II of the Twenty-Second Supplemental Resolution.

**2011 Series A Bonds** shall mean the Metropolitan Government's Electric System Revenue Bonds, 2011 Series A, authorized by Article II of the Twenty-Fourth Supplemental Resolution.

**2011 Series B Bonds** shall mean the Metropolitan Government's Electric System Revenue Refunding Bonds, 2011 Series B, authorized by Article II of the Twenty-Fourth Supplemental Resolution.

**Director of Finance** shall mean the Director of Finance appointed pursuant to the provisions of the Charter of the Metropolitan Government or, in the absence of such appointment, the person appointed by the Metropolitan Mayor to undertake the duties otherwise performed by the Director of Finance, or his or her designee.

**DSR Funds** shall mean all moneys to be released from the Debt Service Reserve Account upon the effectiveness of the amendments made to the Electric System Revenue Bond Resolution pursuant to Article IV of the Twenty-Fourth Supplemental Resolution.

**Escrow Agreement** shall mean the escrow agreement to be entered into among the Metropolitan Government, the Board and Regions Bank, as Escrow Agent, in connection with the defeasance, payment and redemption of the 2011 Series A Bonds and the 2011 Series B Bonds as contemplated in Section 301.

**Metropolitan Mayor** shall mean the person elected and serving in such capacity pursuant to the provisions of the Charter of the Metropolitan Government.

**Treasurer** shall mean the Metropolitan Treasurer appointed pursuant to the provisions of the Charter of the Metropolitan Government or, in the absence of such appointment, the person appointed by the Metropolitan Mayor to undertake the duties otherwise performed by the Metropolitan Treasurer, or his or her designee.

**Twenty-Fourth Supplemental Resolution** shall mean Resolution No. RS2011-42 of the Metropolitan Government, entitled "A Twenty-Fourth Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by authorizing the issuance of Electric System Revenue Bonds, 2011 Series A, and Electric System Revenue Refunding Bonds, 2011 Series B, and amending Substitute Resolution No. R85-746, as requested by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County," adopted on October 18, 2011, which Twenty-Fourth Supplemental Resolution amended the Electric System Revenue Bond Resolution in certain respects, but effective only after all Bonds Outstanding on the date of adoption thereof shall cease to be Outstanding.

**Thirtieth Supplemental Resolution** shall mean this Thirtieth Supplemental Electric System Revenue Bond Resolution.

**Twenty-Second Supplemental Resolution** shall mean Resolution No. RS2008-261 of the Metropolitan Government, entitled "A Twenty-Second Supplemental Electric System Revenue Bond Resolution supplementing certain resolutions of The Metropolitan Government of Nashville and Davidson County by authorizing the issuance of Electric System Revenue

Bonds, 2008 Series A, and Electric System Revenue Refunding Bonds, 2008 Series B, as requested by the Electric Power Board of The Metropolitan Government of Nashville and Davidson County," adopted on May 20, 2008.

#### **REDEMPTION OF 2008 SERIES B Bonds**

**Approval of Redemption of 2008 Series B Bonds.** The Metropolitan Government, at the request of the Board pursuant to Section 402 of the Electric System Revenue Bond Resolution, hereby (i) approves the redemption on February 16, 2021 (or such other date approved by the Director of Finance at the request of an Authorized Board Representative), from moneys deposited by the Board with the Fiscal Agent on such date, at a Redemption Price of 100%, of all the 2008 Series B Bonds scheduled to mature on May 15, 2021, May 15, 2022 and May 15, 2023 (being all of the Outstanding 2008 Series B Bonds), and (ii) elects and directs the Fiscal Agent to pay on such date the Redemption Price of such 2008 Series B Bonds and to pay on such date all of the interest which is to become due on such 2008 Series B Bonds on such date of redemption. In order to effectuate such redemption, the Metropolitan Government hereby covenants that upon adoption of this Thirtieth Supplemental Resolution, an Authorized Metropolitan Government Representative shall execute and deliver to the Fiscal Agent the written notice required by Sections 402 of the Electric System Revenue Bond Resolution, in substantially the form attached hereto as Exhibit A. The Metropolitan Government hereby authorizes and directs the Fiscal Agent to mail notice of redemption to the Holders of such 2008 Series B Bonds to be redeemed in the manner provided in Section 405 of the Electric System Revenue Bond Resolution.

#### **Use OF DEBT SERVICE RESERVE ACCOUNT MONEYS**

**Approval of Defeasance, Payment and Redemption of Series 2011 Bonds.** The Metropolitan Government, at the request of the Board pursuant to Section 402 and Section 1201 of the Electric System Revenue Bond Resolution, hereby (i) approves the defeasance and payment at maturity or redemption, as applicable, on May 15, 2021 (or such other date approved by the Director of Finance at the request of an Authorized Board Representative), from the proceeds of the Investment Securities purchased with the DSR Funds and other funds and deposited by the Board with the Fiscal Agent as contemplated in the Escrow Agreement, of all the 2011 Series A Bonds scheduled to mature on May 15, 2021, May 15, 2031 and May 15, 2036 (being all of the Outstanding 2011 Series A Bonds) and of all the 2011 Series B Bonds scheduled to mature on May 15, 2021, May 15, 2022, May 15, 2023, May 15, 2024, May 15, 2025 and May 15, 2026 (being all of the Outstanding 2011 Series B Bonds), and (ii) elects and directs the Fiscal Agent to pay on such date the principal amount due at maturity or the Redemption Price of 100%, as applicable, of such 2011 Series A Bonds and 2011 Series B Bonds and to pay on such date all of the interest which is to become due on such 2011 Series A Bonds and 2011 Series B Bonds on such maturity date or date of redemption, as applicable. In order to effectuate such defeasance, payment and redemption, the Metropolitan Government hereby covenants that upon adoption of this Thirtieth Supplemental Resolution, an Authorized Metropolitan Government Representative shall execute and deliver to the Fiscal Agent the written notice and instructions required by Section 402 and Section 1201 of the Electric System Revenue Bond Resolution, in substantially the form attached as Schedule B to the Escrow Agreement. The Metropolitan Government hereby (i) authorizes and directs the Fiscal Agent to mail notice of redemption to the Holders of such 2011 Series A Bonds and 2011 Series B Bonds to be redeemed in the manner provided in Section 405 of the Electric System Revenue Bond Resolution, and (ii) authorizes the investment of the DSR Funds and other funds as contemplated in the Escrow

Agreement.

**Remaining DSR Funds.** The Metropolitan Government, at the request of the Board, hereby authorizes and directs that any DSR Funds not used for the defeasance, payment and redemption of the 2011 Series A Bonds and the 2011 Series B Bonds as provided in Section 301 shall be deposited into the Construction Fund and used by the Board to pay Cost of Acquisition and Construction of the Electric System.

## **APPROVAL OF DOCUMENTS**

**Execution by Metropolitan Government.** The Metropolitan Mayor, the Treasurer of the Metropolitan Government and the Director of Finance of the Metropolitan Government, any one of whom may act alone, are hereby authorized and directed to execute, upon proper presentation to the Metropolitan Mayor, the Treasurer or the Director of Finance, as applicable, by the Board, (i) the instructions to redeem those 2008 Series B Bonds to be redeemed prior to maturity in substantially the form attached hereto as Exhibit A as contemplated in Section 201, and (ii) the Escrow Agreement relating to the defeasance, payment and redemption of the 2011 Series A Bonds and the 2011 Series B Bonds substantially in the form attached hereto as Exhibit B, along with the instructions to redeem those 2011 Series A Bonds and 2011 Series B Bonds to be redeemed prior to maturity in substantially the form annexed as Schedule B to the Escrow Agreement, as contemplated in Section 301.

**Miscellaneous Acts.** The appropriate officers of the Metropolitan Government are hereby authorized, empowered and directed to do any and all such acts and things, and to execute, acknowledge, deliver, and, if applicable, file or record, or cause to be filed or recorded, in any appropriate public officers, all such documents, instruments and certifications, in addition to those acts, things, documents, instruments and certifications hereinbefore authorized and approved, as may, in their discretion, be necessary or desirable to implement or comply with the intent of this Thirtieth Supplemental Resolution, or any of the documents herein authorized and approved.

## **MISCELLANEOUS**

**Resolution to Remain in Effect.** Save and except as supplemented by this Thirtieth Supplemental Resolution, the Electric System Revenue Bond Resolution as heretofore supplemented and amended shall remain in full force and effect.

**Effective Date.** This Thirtieth Supplemental Electric System Revenue Bond Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government requiring it.

### Analysis

This resolution approves a supplemental electric system revenue bond resolution by electing to defease, pay, and redeem prior electric system revenue bonds. In addition to approving the \$195,000,000 in new revenue bonds, which is the subject matter of Resolution No. RS2021-717, the NES Power Board voted in December 2020 to defease and redeem certain outstanding 2011 Series A and B electric system revenue bonds with funds released from the debt service reserve account at redemption of the 2008 Series B bonds.

This supplemental bond resolution will first redeem the 2008 Series B bonds. Upon redemption, the funds in the 2008 Series B debt service reserve account will be released and used to (a) defease the outstanding 2011

Series A and 2011 Series B bonds and (b) if there are any remaining funds, pay for system improvements. The redemption will include all of the 2011 Series A and B bonds scheduled to mature on May 15, 2021, plus the following:

- \$2,010,000 of the 3.625% 2011 Series A Bonds scheduled to mature on May 15, 2031
- All of the 2011 Series A Bonds scheduled to mature on May 15, 2036
- \$4,965,000 principal amount of the Series 2011 Series B Bonds scheduled to mature on May 15, 2022
- \$5,185,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2023
- \$6,525,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2024
- \$3,750,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2025
- \$3,425,000 principal amount of the 5.00% 2011 Series B Bonds scheduled to mature on May 15, 2026
- \$1,430,000 principal amount of the 3.25% 2011 Series B Bonds scheduled to mature on May 15, 2026

This will also include the payment of the interest that will become due on the defeased 2011 Series A and B bonds.

This would be the 30<sup>th</sup> supplement to the electric system revenue bond resolution originally adopted in 1985. Although the Metropolitan Charter grants NES complete control and authority over the operation of the electric system (Appendix III, Article 42, section 15), NES cannot issue bonds without permission of the Metro Council. (Id., at section 16). These bonds are to be paid solely from NES revenues and will not be an obligation of the general government or be guaranteed by the taxing authority of Metro.

## **EXHIBIT B FORM OF ESCROW AGREEMENT**

### **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (this "Agreement") is dated February 16, 2021, by and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Metropolitan Government"), THE ELECTRIC POWER BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (the "Board") and REGIONS BANK, as Escrow Agent (the "Escrow Agent");

#### **W I T N E S S E T H:**

WHEREAS, the Metropolitan Government has previously authorized and issued its Electric System Revenue Bonds, 2011 Series A (the "2011 Series A Bonds") under a resolution of the Metropolitan Government adopted November 5, 1985 entitled "Electric System Revenue Bond Resolution" as the same has heretofore been amended and supplemented (such Electric System Revenue Bond Resolution as heretofore and hereafter amended and supplemented is referred to herein as the "Resolution"); and

WHEREAS, the Metropolitan Government has previously authorized and issued its Electric System Revenue Refunding Bonds, 2011 Series B (the "2011 Series B Bonds") under the Resolution; and

WHEREAS, the Metropolitan Government has determined that it is in the Metropolitan Government's best interest: (a) to pay at maturity on May 15, 2021 all of the 2011 Series A Bonds scheduled to mature on May 15, 2021, to redeem on May 15, 2021 and to pay on such date the Redemption Price of 100% of all of the \$2,010,000 3.625% 2011 Series A Bonds scheduled to mature on May 15, 2031 and all of the 2011 Series A Bonds scheduled to mature on May 15, 2036 (such 2011 Series A Bonds being paid at maturity or redeemed on May 15, 2021 being referred to hereafter collectively as the "Defeased 2011 Series A Bonds"), and to pay on May 15, 2021 all of the interest which is to become due on the Defeased 2011 Series A Bonds on such maturity date or date of redemption; and (b) to pay at maturity on May 15, 2021 all of the 2011 Series B Bonds scheduled to mature on May 15, 2021, to redeem on May 15, 2021 and to pay on such date the Redemption Price of 100% of \$4,965,000 principal amount of the Series 2011 Series B Bonds scheduled to mature on May 15, 2022, \$5,185,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2023, \$6,525,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2024, \$3,750,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2025, \$3,425,000 principal amount of the 5.00% 2011 Series B Bonds scheduled to mature on May 15, 2026, and \$1,430,000 principal amount of the 3.25% 2011 Series B Bonds scheduled to mature on May 15, 2026 (such 2011 Series B Bonds being paid at maturity or redeemed on May 15, 2021 being referred to hereafter collectively as the "Defeased 2011 Series B Bonds"), and to pay on May 15, 2021 all of the interest which is to become due on the Defeased 2011 Series B Bonds on such maturity date or date of redemption (the Defeased 2011 Series A Bonds and the Defeased 2011 Series B Bonds are hereinafter sometimes collectively referred to as the "Defeased Bonds"); and

WHEREAS, the Metropolitan Government has determined that it is in the best interest of the Metropolitan Government to provide for the payment of the principal of and redemption premium, if any, and interest on the Defeased Bonds so that such Defeased Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of the Metropolitan Government to the holders of the Defeased Bonds shall cease, terminate and become void and be discharged and satisfied, by irrevocably depositing with the Escrow Agent, as permitted by the Resolution, (i) direct obligations of, or non-callable, non-prepayable obligations fully guaranteed as to full and timely payment of principal and interest by, the United States of America which are not subject to redemption prior to maturity other than at the option of the holder thereof and which do not consist of investments in mutual funds or unit investment trusts, or (ii) moneys to purchase such obligations (collectively, the "Government Obligations"), the principal of and the interest on such Government Obligations when due will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time pursuant to this Agreement for such purpose, will be sufficient to pay when due the principal due at maturity or the Redemption Price (as such term is defined in the Resolution), as applicable, of the Defeased Bonds at the times, in the amounts and in the manner described in the immediately preceding paragraph and interest to become due on the Defeased Bonds at the times, in the amounts and in the manner described in the immediately preceding paragraph.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Metropolitan Government, the Board and the Escrow Agent agree as follows:

Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to them in the Resolution.

**SECTION I.** There is hereby created and established a special and irrevocable escrow account (the "Escrow Account") to be held in the custody of the Escrow Agent under this Agreement separate and apart from all other funds of the Metropolitan Government, of the Board or of the Escrow Agent.

**SECTION II.** The Escrow Account created hereby shall be irrevocable. The holders of the Defeased Bonds shall have an express lien on all principal amount of and interest income on the Governmental Obligations and any other funds deposited in the Escrow Account until used and applied in accordance with this Agreement. The matured principal of and interest income from the Government Obligations shall be applied solely as provided in this Agreement.

**SECTION III. Deposit of Moneys.** The Metropolitan Government hereby deposits with the Escrow Agent \$\_\_\_\_\_ (\$\_\_\_\_\_ of such amount provided from the Debt Service Account relating to the Defeased 2011 Series A Bonds, \$\_\_\_\_\_ of such amount provided from the Debt Service Account relating to the Defeased 2011 Series B Bonds and \$\_\_\_\_\_ of such amount provided from the Debt Service Reserve Account), for deposit in the Escrow Account, of which \$\_\_\_\_\_ will be held uninvested and \$\_\_\_\_\_ will be applied to the purchase of the Government Obligations listed in Schedule A hereto; which amounts are to be invested or held as cash, as aforesaid, and are to be held in the Escrow Account and to be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the principal amount of Government Obligations set forth in Schedule A hereto. The aggregate principal amount of Government Obligations described in Schedule A hereto, together



with all interest due or to become due on such Government Obligations, together with the \$\_\_\_\_\_ in cash as provided herein, will be sufficient to pay (i) the principal amount due at maturity and the Redemption Price at 100% due on the redemption date of all the Defeased Bonds, and (ii) all of the interest which is to become due on such Defeased Bonds on such maturity date and date of redemption.

**SECTION IV. Use and Investment of Moneys.** The Escrow Agent acknowledges receipt of the moneys described in Section III and agrees:

1. to hold \$\_\_\_\_\_ uninvested in cash and to immediately invest \$\_\_\_\_\_ described in Section III hereof in the Government Obligations listed in Schedule A hereto; and

2. to deposit the Government Obligations described in Schedule A hereto in the Escrow Account as described herein.

**SECTION V. Payment of Defeased Bonds.**

A. **Payment.** As the principal of the Government Obligations set forth in Schedule A hereof and the investment income and earnings thereon are paid, the Escrow Agent shall, no later than the appropriate interest, principal and redemption payment dates for the Defeased Bonds, transfer from the Escrow Account to the paying agent for the Defeased Bonds amounts sufficient to pay the principal or Redemption Price of and the interest on all of the Defeased Bonds at the times, in the amounts and in the manner described in Section III of this Agreement.

B. **Unclaimed Moneys.** Any moneys in the Escrow Account which remain unclaimed for six (6) years after May 15, 2021, at the written request of the Metropolitan Government, but subject to compliance with the provisions of Section 1201.8 of the Resolution, shall be repaid by the Escrow Agent to the Metropolitan Government by transferring such moneys to the Board for the account of the System.

C. **Priority of Payments.** The owners of the Defeased Bonds shall have a first lien on the moneys and Government Obligations in the Escrow Account until such moneys and Government Obligations are used and applied as provided in this Agreement.

D. **Termination of Obligation.** Upon deposit of the moneys set forth in Section III hereof with the Escrow Agent pursuant to the provisions of Section III hereof and the simultaneous purchase of the Government Obligations as provided in Section IV hereof, the owners of the Defeased Bonds shall cease to be entitled to any lien, benefit or security under the Resolution, and all covenants, agreements and obligations of the Metropolitan Government to the owners of the Defeased Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

**SECTION VI. Performance of Duties.** The Escrow Agent agrees to perform the duties set forth herein.

**SECTION VII. Reinvestment.**

A. Except for the initial investments contemplated by Sections III and IV of this Agreement and except as provided in this Section VII or in Section IX hereof, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement or to sell, transfer or otherwise dispose of the moneys or Government Obligations held hereunder. Any amounts held uninvested in the Escrow Account shall be applied to pay principal, premium and interest due on the Defeased Bonds for which such amounts are held on the next principal or interest payment date before any other moneys in the Escrow Account.

B. At the written request of the Board, acting for and on behalf of the Metropolitan Government in connection with the System, made by an Authorized Board Representative (as defined in the Resolution), the Escrow Agent shall reinvest the maturing principal of and interest on the Government Obligations listed in Schedule A hereto and Substituted Obligations (as hereinafter defined) for any such Government Obligations in direct obligations of, or non-callable, non-prepayable obligations fully guaranteed as to full and timely payment of principal and interest by, the United States of America which are not subject to redemption prior to maturity other than at the option of the holder thereof, which do not consist of investments in mutual funds or unit investments trusts and which mature prior to the time required to make payment when due of the principal or Redemption Price of and interest on the Defeased Bonds. The foregoing reinvestment may be effected only if: (i) an independent certified public accountant shall verify the mathematical accuracy of the information provided to such independent certified public accountant that after such reinvestment the principal amount of and interest income on the Government Obligations held in the Escrow Account will, together with any other monies available for such purpose, be sufficient to pay, excluding additional reinvestment earnings, as the same become due at maturity or earlier redemption, all Redemption Price of and all interest on the Defeased Bonds which have not been paid previously; (ii) the amounts and dates of the anticipated transfers from the Escrow Account to the appropriate paying agents for the Defeased Bonds will not be diminished or postponed thereby, which may be evidenced in the report of the independent certified public accountant delivered pursuant to clause (i) hereof; and (iii) the Escrow Agent shall receive an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds to the effect that (a) such reinvestment would not cause any of the Defeased Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations thereunder in effect on the date of such reinvestment and applicable to the Defeased Bonds and (b) such reinvestment is permitted under the terms of the Resolution. Any earnings from such reinvestment, to the extent such earnings will not be required in accordance with the Resolution and this Agreement at any time for the payment when due of the principal or Redemption Price of or interest on the

Defeased Bonds, shall be paid to the Board, acting for and on behalf of the Metropolitan Government in connection with the System, for the account of the System, as received by the Escrow Agent free and clear of any trust, lien, pledge or assignment securing the Defeased Bonds or otherwise existing under this Agreement.

**SECTION VIII. Responsibilities of the Escrow Agent.** In the event of the Escrow Agent's failure to account for any of the Government Obligations, Substituted Obligations (as defined in Section IX hereof) or monies received by it, said Government Obligations or Substituted Obligations or monies shall be and remain the property of the Metropolitan Government in trust for the holders of the Defeased Bonds, as herein provided, and if for any reason such Government Obligations, Substituted Obligations or monies are not applied as herein provided, the Escrow Agent shall be liable to the Metropolitan Government.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Government Obligations, Substituted Obligations and other monies available for such purpose to pay the Defeased Bonds. So long as the Escrow Agent applies the Government Obligations, Substituted Obligations and monies as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Defeased Bonds caused by such calculations.

The Escrow Agent shall not be liable except for its own negligence or unlawful misconduct.

**SECTION IX. Substitution of Government Obligations.** At the written request of the Board, acting for and on behalf of the Metropolitan Government in connection with the System, and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer or otherwise dispose of the Government Obligations acquired hereunder and to substitute for the Government Obligations any direct obligations of, or non-callable, non-prepayable obligations fully guaranteed as to full and timely payment of principal and interest by, the United States of America which are not subject to redemption prior to maturity other than at the option of the holder thereof and which do not consist of investments in mutual funds or unit investment trusts (the "Substituted Obligations"). The Escrow Agent shall either (i) purchase such Substituted Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Government Obligations together with any other funds available for such purpose or (ii) acquire such Substituted Obligations in exchange for the transfer of the Government Obligations identified in written instructions of the Board to the Escrow Agent. The foregoing transactions may be effected only if: (i) an independent certified public accountant shall verify the mathematical accuracy of the information provided to such independent certified public accountant that after such transaction the principal amount of and interest income on the Substituted Obligations will, together with any other monies available for such purpose, be sufficient to pay, excluding reinvestment earnings, as the same become due at maturity or earlier redemption, all Redemption Price of and all interest on the Defeased Bonds which have not been paid previously; (ii) the amounts and dates of the anticipated transfers from the Escrow Account to the appropriate paying agents for the Defeased Bonds will not be diminished or postponed thereby, which may be evidenced in the report of the independent certified public accountant delivered pursuant to clause (i) hereof; and (iii) the Escrow Agent shall receive an unqualified opinion of nationally

recognized attorneys on the subject of municipal bonds to the effect that (a) such disposition and substitution or purchase would not cause any of the Defeased Bonds to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and regulations thereunder in effect on the date of such disposition and substitution and applicable to the Defeased Bonds and (b) such disposition, substitution or purchase is permitted under the terms of the Resolution. Any cash from the sale of any Government Obligations or Substituted Obligations received from the disposition and substitution of obligations pursuant to this Section IX, to the extent such cash will not be required, in accordance with the Resolution and this Agreement, at any time for the payment when due of the principal or Redemption Price of or interest on the Defeased Bonds, shall be paid to the Board, acting for and on behalf of the Metropolitan Government in connection with the System, for the account of the System, as received by the Escrow Agent free and clear of any trust, lien, pledge or assignment securing the Defeased Bonds or otherwise existing under this Agreement.

**SECTION X. Irrevocable Instructions as to Notice.** The Escrow Agent, as Fiscal Agent under the Resolution, hereby acknowledges receipt of notice that upon the funding of the Escrow Account as provided in this Agreement and the giving of irrevocable instructions to mail the notices as provided in the Irrevocable Instructions and Request to Fiscal Agent attached hereto as Schedule B, the outstanding Defeased Bonds shall be deemed paid in accordance with the Resolution, and the Defeased Bonds shall cease to be entitled to any lien, benefit or security under the resolution.

**SECTION XI. Amendments.** This Agreement is made for the benefit of the Board, the Metropolitan Government and the holders from time to time of the Defeased Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent, the Board and the Metropolitan Government; provided, however, that the Board, the Metropolitan Government and the Escrow Agent may, without the consent of, or notice to, such holders of the Defeased Bonds, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Agreement; (ii) to grant to, or confer upon, the holders of the Defeased Bonds or the Escrow Agent any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; (iii) to include under this Agreement additional funds, securities or properties; and (iv) to amend, supplement or sever any provision of this Agreement deemed, in the opinion of nationally recognized bond counsel, to be in need of such amendment, supplement or severance in order to protect the tax-exempt status of interest on any of the Defeased Bonds, but only to the extent not detrimental to the holders of the Defeased Bonds. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section XI, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Defeased Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section XI.

**SECTION XII. Term.** This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Defeased Bonds have

been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section V.B. of this Agreement.

**SECTION XIII. Compensation.** The Escrow Agent's acts hereunder shall constitute services for which the Metropolitan Government shall pay the Escrow Agent, and the Escrow Agent is entitled to reasonable compensation in accordance with the fee schedule attached hereto as Schedule C; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Account for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

**SECTION XIV. Resignation or Removal of Escrow Agent.**

A. The Escrow Agent may resign by giving notice in writing to the Board and the Metropolitan Government, which notice shall be mailed to the holders of the Defeased Bonds in the manner provided in the Resolution. The Escrow Agent may be removed (1) by (i) filing with the Board and the Metropolitan Government of an instrument or instruments executed by the holders of at least fifty-one percent (51%) in aggregate principal amount of the Defeased Bonds then remaining unpaid evidencing the desire of such holders to remove the Escrow Agent, (ii) mailing notice of such filing at least sixty (60) days prior to the effective date of said removal to the holders of the Defeased Bonds as aforesaid, and (iii) the delivery of a copy of the instruments filed with the Board and the Metropolitan Government to the Escrow Agent or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the Metropolitan Government or the holders of five percent (5%) or more in aggregate principal amount of the Defeased Bonds then remaining unpaid or (3) in the event the Escrow Agent assigns this Agreement without the prior written consent of the Board and the Metropolitan Government as required under Section XX or in the event the Escrow Agent sells, transfers, assigns or in any way disposes of all or substantially all of its corporate trust business, including its rights under this Agreement, the Board and the Metropolitan Government, in their sole discretion, may remove the Escrow Agent by (i) the delivery to the Escrow Agent by the Board and the Metropolitan Government of notice in writing evidencing the desire of the Board and the Metropolitan Government to remove the Escrow Agent, and (ii) the mailing of such notice at least sixty (60) days prior to the effective date of said removal to the holders of the Defeased Bonds as aforesaid.

B. If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the Board and the Metropolitan Government. Notice of such appointment shall be mailed in accordance with the requirements more specifically set forth in clause (1)(ii) of subsection A of this Section. Within one (1) year after a vacancy, the holders of a majority in principal amount of the Defeased Bonds then remaining unpaid may, by an instrument or instruments filed with the Board and the Metropolitan Government, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the Board and the Metropolitan Government. If no successor Escrow Agent is appointed by the Board

and the Metropolitan Government or the holders of such Defeased Bonds then remaining unpaid, within forty-five (45) days after any such resignation or removal, the holder of any such Defeased Bond or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Escrow Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Agent.

**SECTION XV. No Implied Duties; Reliance on Counsel.** The Escrow Agent shall have no implied duties under this Agreement. In the event of any question arising hereunder, the Escrow Agent shall be entitled to rely conclusively on the opinion of nationally recognized municipal bond attorneys.

**SECTION XVI. Severability.** If any one or more of the covenants or agreements provided in this Agreement on the part of the Board, the Metropolitan Government or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

**SECTION XVII. Counterparts.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**SECTION XVIII. Governing Law.** This Agreement shall be construed under the laws of the State of Tennessee. Venue for any action arising hereunder shall be in the state or federal courts located within Davidson County, Tennessee.

**SECTION XIX. Holidays.** If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

**SECTION XX. Assignment.** This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Metropolitan Government and the Board.

(signatures begin on following page)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers and their seals to be hereunto affixed and attested as of the date set forth above.

THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON  
COUNTY

(SEAL)  
ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Metropolitan Government Clerk

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Director of Law

(signatures continued on following page)

THE ELECTRIC POWER BOARD OF THE  
METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SEAL  
ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
General Counsel

(signatures continued on following page)



REGIONS BANK, as Escrow Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

## **SCHEDULE A**

The "Government Obligations" referenced in Section III of the Escrow Agreement shall be as follows:

**SCHEDULE B**  
**IRREVOCABLE INSTRUCTIONS AND REQUEST TO FISCAL AGENT**

February 16, 2021

Regions Bank,  
as Fiscal Agent  
One Nashville Place  
150 4<sup>th</sup> Avenue North  
Suite 1500  
Nashville, TN 37219

The Metropolitan Government of Nashville and Davidson County Electric System  
Revenue Bonds, 2011 Series A and Electric System Revenue Refunding Bonds,  
2011 Series B

Gentlemen:

As Fiscal Agent under that certain resolution of The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government") adopted November 5, 1985, entitled "Electric System Revenue Bond Resolution," as amended and supplemented (the "Resolution"), you are hereby notified of the election by the Metropolitan Government pursuant to Section 1201 of the Resolution to provide Government Obligations and monies which will be sufficient: (a) to pay at maturity on May 15, 2021 all of the 2011 Series A Bonds scheduled to mature on May 15, 2021, to pay upon redemption on May 15, 2021 the Redemption Price of 100% of all of the \$2,010,000 3.625% 2011 Series A Bonds scheduled to mature on May 15, 2031 and all of the 2011 Series A Bonds scheduled to mature on May 15, 2036 (such 2011 Series A Bonds being paid at maturity or redeemed on May 15, 2021 being referred to hereafter collectively as the "Defeased 2011 Series A Bonds"), and to pay on May 15, 2021 all of the interest which is to become due on the Defeased 2011 Series A Bonds on such maturity date or date of redemption; and (b) to pay at maturity on May 15, 2021 all of the 2011 Series B Bonds scheduled to mature on May 15, 2021, to pay upon redemption on May 15, 2021 the Redemption Price of 100% of \$4,965,000 principal amount of the Series 2011 Series B Bonds scheduled to mature on May 15, 2022, \$5,185,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2023, \$6,525,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2024, \$3,750,000 principal amount of the 2011 Series B Bonds scheduled to mature on May 15, 2025, \$3,425,000 principal amount of the 5.00% 2011 Series B Bonds scheduled to mature on May 15, 2026, and \$1,430,000 principal amount of the 3.25% 2011 Series B Bonds scheduled to mature on May 15, 2026 (such 2011 Series B Bonds being paid at maturity or redeemed on May 15, 2021 being referred to hereafter collectively as the "Defeased 2011 Series B Bonds"), and to pay on May 15, 2021 all of the interest which is to become due on the Defeased 2011 Series B Bonds on such maturity date or date of redemption (the Defeased 2011 Series A Bonds and the Defeased 2011 Series B Bonds are hereinafter sometimes collectively referred to as the "Defeased Bonds").

You are also hereby irrevocably instructed to mail notice of redemption of the Defeased Bonds being redeemed on May 15, 2021 to the extent such Defeased Bonds being redeemed have not been otherwise redeemed or purchased by the Fiscal Agent prior to said redemption dates. Such notice shall be in the form annexed hereto as Exhibit A.

You are hereby further irrevocably instructed to mail, as soon as practicable a notice to the Holders of the Defeased Bonds (in the form annexed hereto as Exhibit B) that a deposit of Government Obligations and monies has been made with you as such Fiscal Agent under the Resolution and that the projected withdrawals from such escrow have been calculated to be adequate to pay at maturity or redemption principal and Redemption Price (as defined in the Resolution) of and the interest on said Defeased Bonds as such become subject to maturity or redemption, as applicable.

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Receipt acknowledged and  
accepted:

REGIONS BANK,  
as Fiscal Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A****THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)****NOTICE OF REDEMPTION OF  
ELECTRIC SYSTEM REVENUE BONDS,  
2011 SERIES A**

Notice is hereby given to the holders of the outstanding bonds designated The Metropolitan Government of Nashville and Davidson County (Tennessee) Electric System Revenue Bonds, 2011 Series A (the "2011 Series A Bonds") described as follows:

Maturity <u>Date</u>	Interest <u>Rate</u>	Original Principal Amount and Principal	Redemption <u>Date</u>	Redemption <u>Price</u>	<u>CUSIP</u>
		<u>Amount to be Redeemed</u>			
05/15/2031	3.625%	\$2,010,000	05/15/2021	100%	592030 YN4
05/15/2036	5.00%	30,335,000	05/15/2021	100%	592030 YM6

that such 2011 Series A Bonds have been called for redemption prior to maturity in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest thereon to May 15, 2021. The source of the funds to be used for such redemption is the principal of and interest on Government Obligations heretofore deposited with the Fiscal Agent as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

The redemption price of and accrued interest on the foregoing 2011 Series A Bonds shall become due and payable on May 15, 2021, and from and after May 15, 2021, interest on the foregoing 2011 Series A Bonds shall cease to accrue and be payable.

Holders of the foregoing 2011 Series A Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the principal corporate trust office of Regions Bank, as Fiscal Agent, Corporate Trust Operations, 250 Riverchase Parkway E., 4<sup>th</sup> Floor, Birmingham, AL 35244.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

By: Regions Bank, as Paying Agent

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)  
NOTICE OF REDEMPTION OF  
ELECTRIC SYSTEM REVENUE REFUNDING BONDS,  
2011 SERIES B**

Notice is hereby given to the holders of the outstanding bonds designated The Metropolitan Government of Nashville and Davidson County (Tennessee) Electric System Revenue Refunding Bonds, 2011 Series B (the "2011 Series B Bonds") described as follows:

Maturity	Interest	Original Principal	Principal Previously Defeased	Principal Amount to be Redeemed	Redemption Date	Redemption Price	CUSIP
<u>Date</u>	<u>Rate</u>	<u>Amount</u>	<u>Amount</u>	<u>Amount</u>	<u>Date</u>	<u>Price</u>	<u>CUSIP</u>
05/15/2022	4.50%	\$13,730,000	\$8,765,000	\$4,965,000	05/15/2021	100%	592030 L32 <sup>1</sup>
05/15/2023	5.00%	14,340,000	9,155,000	5,185,000	05/15/2021	100%	592030 L40 <sup>2</sup>
05/15/2024	5.00%	18,045,000	11,520,000	6,525,000	05/15/2021	100%	592030 L57 <sup>3</sup>
05/15/2025	5.00%	10,380,000	6,630,000	3,750,000	05/15/2021	100%	592030 L65 <sup>4</sup>
05/15/2026	5.00%	9,470,000	6,045,000	3,425,000	05/15/2021	100%	592030 L73 <sup>5</sup>
05/15/2026	3.25%	1,430,000	0	1,430,000	05/15/2021	100%	592030 ZJ2

that the indicated principal amount of such 2011 Series B Bonds have been called for redemption prior to maturity in accordance with their terms at a redemption price of 100% of the principal amount thereof to be redeemed, together with accrued interest thereon to May 15, 2021. The source of the funds to be used for such redemption is the principal of and interest on Government Obligations heretofore deposited with the Fiscal Agent as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

The redemption price of and accrued interest on the indicated portion of the foregoing 2011 Series B Bonds shall become due and payable on May 15, 2021, and from and after May 15, 2021, interest on the indicated portion of the foregoing 2011 Series B Bonds shall cease to accrue and be payable.

Holders of the indicated portion of the foregoing 2011 Series B Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation

<sup>1</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZE3 was suspended at time of earlier partial refunding of same maturity.

<sup>2</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZF0 was suspended at time of earlier partial refunding of same maturity.

<sup>3</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZG8 was suspended at time of earlier partial refunding of same maturity.

<sup>4</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZH6 was suspended at time of earlier partial refunding of same maturity.

<sup>5</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZK9 was suspended at time of earlier partial refunding of same maturity.

and surrender thereof at the principal corporate trust office of Regions Bank, as Fiscal Agent, Corporate Trust Operations, 250 Riverchase Parkway E., 4<sup>th</sup> Floor, Birmingham, AL 35244.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

By: Regions Bank, as Paying Agent

**EXHIBIT B**

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)  
ELECTRIC SYSTEM REVENUE BONDS,  
2011 SERIES A**

Notice is hereby given to the holders of the outstanding bonds designated The Metropolitan Government of Nashville and Davidson County (Tennessee) Electric System Revenue Bonds, 2011 Series A described below (collectively, the "Defeased Bonds"), as follows:

(i) that there has been deposited with Regions Bank, as Escrow Agent, moneys and Government Obligations as permitted by the resolution adopted by The Metropolitan Government of Nashville and Davidson County on November 5, 1985, as amended and supplemented (the "Bond Resolution"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (A) to pay the principal amount and the Redemption Price of all of the Defeased Bonds as follows:

		Original Principal Amount and Principal			
Maturity <u>Date</u>	Interest <u>Rate</u>	Amount to be Paid at Maturity <u>or Redemption</u>	Maturity Date or Redemption <u>Date</u>	Redemption <u>Price</u>	<u>CUSIP</u>
05/15/2021	5.00%	\$2,415,000	05/15/2021	N/A	592030 YR5
05/15/2021	3.25%	850,000	05/15/2021	N/A	592030 YB0
05/15/2031	3.625%	2,010,000	05/15/2021	100%	592030 YN4
05/15/2036	5.00%	30,335,000	05/15/2021	100%	592030 YM6

and (B) to pay the interest on all Defeased Bonds when due on and prior to the maturity date or date of redemption set forth above; and

(ii) that the Escrow Agent has been irrevocably instructed to pay and redeem such Defeased Bonds on such maturity date or date of redemption set forth above; and

(iii) that the Defeased Bonds are deemed to be paid in accordance with the Bond Resolution.

Dated this 16<sup>th</sup> day of February, 2020.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)**

By: Regions Bank, as Escrow Agent



**EXHIBIT B****THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)****ELECTRIC SYSTEM REVENUE REFUNDING BONDS,  
2011 SERIES B**

Notice is hereby given to the holders of the outstanding bonds designated The Metropolitan Government of Nashville and Davidson County (Tennessee) Electric System Revenue Refunding Bonds, 2011 Series B described below (collectively, the "2011 Series B Bonds"), as follows:

(i) that there has been deposited with Regions Bank, as Escrow Agent, moneys and Government Obligations as permitted by the resolution adopted by The Metropolitan Government of Nashville and Davidson County on November 5, 1985, as amended and supplemented (the "Bond Resolution"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (A) to pay the principal amount and the Redemption Price of the indicated portion of the 2011 Series B Bonds (such portion being referred to herein as the "Defeased Bonds") as follows:

Maturity	Interest	Original Principal Amount	Principal Amount Previously Defeased	Principal Amount to be Paid at Maturity or Redemption	Maturity Date or Redemption Date	Redemption Price	CUSIP
05/15/2021	5.00%	\$13,075,000	\$0	\$13,075,000	05/15/2021	N/A	592030 ZD5
05/15/2022	4.50%	13,730,000	8,765,000	4,965,000	05/15/2021	100%	592030 L32 <sup>1</sup>
05/15/2023	5.00%	14,340,000	9,155,000	5,185,000	05/15/2021	100%	592030 L40 <sup>2</sup>
05/15/2024	5.00%	18,045,000	11,520,000	6,525,000	05/15/2021	100%	592030 L57 <sup>3</sup>
05/15/2025	5.00%	10,380,000	6,630,000	3,750,000	05/15/2021	100%	592030 L65 <sup>4</sup>
05/15/2026	5.00%	9,470,000	6,045,000	3,425,000	05/15/2021	100%	592030 L73 <sup>5</sup>
05/15/2026	3.25%	1,430,000	0	1,430,000	05/15/2021	100%	592030 ZJ2

and (B) to pay the interest on all Defeased Bonds when due on and prior to the maturity date or the date of redemption as set forth above; and

<sup>1</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZE3 was suspended at time of earlier partial refunding of same maturity.

<sup>2</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZF0 was suspended at time of earlier partial refunding of same maturity.

<sup>3</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZG8 was suspended at time of earlier partial refunding of same maturity.

<sup>4</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZH6 was suspended at time of earlier partial refunding of same maturity.

<sup>5</sup> Current CUSIP Number. Previous CUSIP Number 592030 ZK9 was suspended at time of earlier partial refunding of same maturity.

(ii) that the Escrow Agent has been irrevocably instructed to pay and redeem such Defeased Bonds on such maturity date or date of redemption as set forth above; and

(iii) that the Defeased Bonds are deemed to be paid in accordance with the Bond Resolution.

Dated this 16th day of February, 2020.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY  
(TENNESSEE)**

By: Regions Bank, as Escrow Agent

## **SCHEDULE C**

\$2,000 acceptance fee and reimbursement of out-of-pocket expenses.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-719, **Version:** 1

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A resolution accepting a National Diversity in Arts Leadership Internship Program (DIAL) grant from Americans for the Arts to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide financial and technical assistance for local implementation of the program.

Whereas, Americans for the Arts has awarded a grant in an amount not to exceed \$12,000.00 with a required cash match of \$12,000.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide financial and technical assistance for local implementation of the program; and,

Whereas, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

Now, therefore, be it resolved by the Council of The Metropolitan Government of Nashville and Davidson County:

Section 1. That the National Diversity in Arts Leadership Internship Program (DIAL) grant by and between Americans for the Arts, in an amount not to exceed \$12,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide financial and technical assistance for local implementation of the program, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Arts Commission based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution approves a National Diversity in Arts Leadership Internship Program (DIAL) grant from Americans for the Arts to the Metropolitan Nashville Arts Commission. The grants funds will be used to provide financial and technical assistance for local implementation of the program. The grant awarded is an amount not to exceed \$12,000 with a required local cash match of \$12,000. The term of this agreement begins on December 1, 2020 and ends September 30, 2021.

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/05/21

☒ Resolution ☐ Ordinance

Contact/Prepared By: Caroline Vincent

Date Prepared: 12/07/20

Title (Caption): \_\_\_\_\_

Project grant for Nashville Diversity in Arts Leadership program to offset stipends, programmatic, and administrative costs for 5 interns

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Arts Commission Requested By: Caroline Vincent

Affected Department(s): Arts Commission Affected Council District(s): All

## Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \$ 12,000.00

Funding Source: Capital Improvement Budget  
Capital Outlay Notes  
Departmental/Agency Budget  
Funds to Metro  
General Obligation Bonds  
Grant  
Increased Revenue Sources

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHAN WILSON

Match: \$ \$ 12,000.00

Judgments and Losses **Match Fund: 10101**

Local Government Investment Project **BU: 41106250**

Revenue Bonds

Self-Insured Liability

Solid Waste Reserve

Unappropriated Fund Balance

4% Fund

Other: 41106250 Management Consultant

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

## GRANT SUMMARY SHEET

<b>Grant</b>	AFTA DIAL Internship 20-21
<b>Department:</b>	ARTS COMMISSION
<b>Grantor:</b>	AMERICANS FOR THE ARTS
<b>Pass-Through Grantor (If</b>	
<b>Total Award this</b>	\$12,000.00
<b>Cash Match</b>	\$12,000.00
<b>Department</b>	Caroline Vincent 880-2377
<b>Status</b>	NEW

**Program Description:**

Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs for a Nashville Diversity in Arts Leadership Internship.

**Plan for continuation of services upon**

None. We will not pursue if not funded.

# Grants Tracking Form

## Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input type="radio"/>		<b>Award Acceptance</b> <input checked="" type="radio"/>		<b>Contract Amendment</b> <input type="radio"/>	
<b>Department</b>	<b>Dept. No.</b>	<b>Contact</b>				<b>Phone</b>	<b>Fax</b>
ARTS COMMISSION	41.00	Caroline Vincent				880-2377	862-6731
<b>Grant Name:</b>		AFTA DIAL Internship 20-21					
<b>Grantor:</b>		AMERICANS FOR THE ARTS				<b>Other:</b>	
<b>Grant Period From:</b>		12/01/20		(applications only) Anticipated Application Date:			
<b>Grant Period To:</b>		09/30/21		(applications only) Application Deadline:			
<b>Funding Type:</b>		FOUNDATION		<b>Multi-Department Grant</b>		<input type="checkbox"/> If yes, list below.	
<b>Pass-Thru:</b>				<b>Outside Consultant Project:</b>		<input type="checkbox"/>	
<b>Award Type:</b>		OTHER		<b>Total Award:</b>		\$12,000.00	
<b>Status:</b>		NEW		<b>Metro Cash Match:</b>		\$12,000.00	
<b>Metro Category:</b>		New Initiative		<b>Metro In-Kind Match:</b>		\$0.00	
<b>CFDA #</b>		N/A		<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>	
<b>Project Description:</b>		Applic. Submitted Electronically? <input checked="" type="checkbox"/>					
Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs for a Nashville Diversity in Arts Leadership Internship.							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
None. We will not pursue if not funded.							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		\$12,000.00		<b>or</b>		<b>% of Grant</b>	
						<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Yes</b>			
<b>Is not budgeted?</b>							
				<b>Fund</b>	10101	<b>Business Unit</b>	41106250
				<b>Proposed Source of Match:</b>			
				\$12,000.00			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>				0.00		<b>Actual number of positions added:</b>	
						0.00	
<b>Departmental Indirect Cost Rate</b>				10.32%		<b>Indirect Cost of Grant to Metro:</b>	
						\$2,476.80	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No				<b>% Allow.</b>		0.0%	
						<b>Ind. Cost Requested from Grantor:</b>	
						\$0.00	
<b>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</b>							
<b>Draw down allowable?</b> <input checked="" type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## Part Two

### Grant Budget

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21			\$12,000.00	\$12,000.00	10101 41105000	\$0.00	\$24,000.00	\$2,476.80	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$12,000.00	\$12,000.00		\$0.00	\$24,000.00	\$2,476.80	\$0.00
	Date Awarded:			12/07/20	Tot. Awarded:	\$12,000.00	Contract#:	LETTER		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 04/23/09  
5152

GCP Rec'd  
12/17/20

GCP  
Approved  
12/17/20

VW

# AGREEMENT OF COLLABORATION BETWEEN METROPOLITAN NASHVILLE ARTS COMMISSION AND AMERICANS FOR THE ARTS



## NATIONAL DIVERSITY IN ARTS LEADERSHIP INTERNSHIP PROGRAM

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This agreement entered into December 17, 2020 by and between Americans for the Arts (“AFTA”), an incorporated educational association, which is headquartered at 1000 Vermont Avenue, NW, 6th floor, Washington, DC 20005 and **Metropolitan Nashville Arts Commission**, located at 1417 Murfreesboro Pike, Nashville, TN 37217 (the “COORDINATING AGENCY”) provides the rights, obligations, and considerations between both parties (the “Agreement”).

Contractual activity shall be under this the direction of the Equity in Arts Leadership Program Manager at AFTA (the “PROJECT MANAGER”).

### RECITALS

#### Purpose

WHEREAS, this Agreement describes the collaboration and responsibilities between AFTA and the COORDINATING AGENCY whereas AFTA will provide financial and technical assistance and COORDINATING AGENCY provides matching funds and for the COORDINATING AGENCY to implement a “Diversity in Arts Leadership Internship Program.” (“DIAL Program”).

WHEREAS, the collaboration between the parties began on December 1, 2020, and ends September 30, 2021.

WHEREAS, the parties understand that any change in the budget or in the timing of fund awards releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.

WHEREAS, COORDINATING AGENCY, in addition to investments in the arts, works to provide leadership to the community in arts and cultural planning initiatives and leveraging impact for the enhancement and elevation of quality of life for residents and visitors.

WHEREAS, AFTA’s mission is to serve, advance, and lead the networks of organizations and individuals who cultivate, promote, sustain, and support the arts in America. The two groups share a common commitment to shared values (below) promoting this connection to create healthy vibrant and equitable communities impacted through leadership development.

WHEREAS, the parties’ mutual goals are to: expand access to those from underrepresented backgrounds in arts leadership; co-create improvements to intern, staff, and board recruiting, hiring, and inclusion policies





and practices; and ignite local ecosystem of support for young leaders and local arts communities, including funders, private and public sector mentors, arts leaders, and community members.

Now, therefore, in consideration of the Recitals, and the mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged AFTA and COORDINATING AGENCY agree as follows:

### **1. Scope of Program**

Through the Diversity in Arts Leadership Internship Program (the “DIAL Internship”), COORDINATING AGENCY along with AFTA will provide financial and technical assistance to help establish a summer internship program for undergraduate interns from backgrounds underrepresented in arts leadership that includes placement with an Arts Host, mentor pairing, and a curated set of programming.

### **2. Definitions**

**COORDINATING AGENCY:** The COORDINATING AGENCY for the internship program is responsible for the implementation of the complete program in the local community including the fundraising, program administration, and selection of interns.

**INTERNS:** Students who have completed at least their first year in college and are enrolled in an undergraduate program at the time of application submission. Students are recruited from colleges and universities and are selected by COORDINATING AGENCY and AFTA through an application targeted to arts-related and business-related departments, career planning and placement offices, and appropriate peer/student networks. The students experience a work week consisting of up to 30 hours of direct management assistance, independent research or project management, and professional development for 10-weeks during June, July, and early August. Students are compensated directly by either the COORDINATING AGENCY or their arts host under a full or partial regrant, as determined by the COORDINATING AGENCY.

**ARTS HOST:** Arts Host agencies provide assignments, virtual access to essential office materials, and the direct supervision of the intern on all projects in the program. The Arts Host agencies are selected by the COORDINATING AGENCY based on their soundness and stability, evidence of professional staff management and an active board, and their ability to complete the proposed management experience while giving the students a valuable experience in the arts.

**MENTOR:** The mentor is a person selected by the COORDINATING AGENCY, based on their interest and involvement in the arts community, to advise the INTERN.

### **3. Role of AFTA**

AFTA staff will be partnered with the COORDINATING AGENCY staff on the development of the DIAL program and will provide some financial and technical assistance for local implementation of the DIAL Internship over the course of the Agreement. AFTA staff will:

- a. Incubate the DIAL program nationally in partnership with ready and committed local arts agency partners (AFTA activities outlined in more detail in Attachment A).
- b. Assist in recruitment, selection, and matching of intern candidates from a national pool.

- c. Provide one year of matching funds (\$12,000 plus waive \$500 annual participation fee) for 5 interns to offset stipend, programmatic, and administrative costs.
- d. Provide a DIAL Manual for implementation, remote training, and technical assistance to local arts agency leaders about effective internship program host practices.
- e. Provide open access to recruitment, selection, evaluation, and other templates and guides as resources for effectual program administration (see exhibit A).
- f. Conduct initial DIAL orientations for all arts hosts and mentors on topics of cultural equity.
- g. Provide online evaluation surveys for interns, Mentors, and Arts Hosts and distribute local raw data to COORDINATING AGENCY.
- h. Connect Arts Hosts, local arts agencies, and interns to each other and national networks of arts administrators.
- i. Host professional development series, DIALogues, for all DIAL National participants.

#### **4. Role of the COORDINATING AGENCY**

COORDINATING AGENCY will lead the DIAL Internship project in the organization's home community, and will coordinate with local partners, including Mentors and Arts Hosts, in the implementation of the DIAL Internship. The COORDINATING AGENCY will:

- a. Demonstrate the commitment, administrative readiness, and understanding of the demographics of community through the DIAL contract.
- b. Commit to maintaining a DIAL program of 5 interns the summer 2021 summer program.
- c. COORDINATING AGENCY commits staff time, programming curation, and funding to sustain intern stipends, administrative time, and program expenses.
- d. Recruit, select, match, and contract with a pool of Arts Hosts with intern projects that are challenging and substantive and enable the intern to work in meaningful ways for up to 30 hours per week.
- e. COORDINATING AGENCY may determine how intern stipends will be disbursed. Either COORDINATING AGENCY or the Arts Hosts will pay interns directly. If Arts Hosts pay interns directly, COORDINATING AGENCY may fund arts hosts under a full or partial regrant.
- f. Recruit, select, match, local Mentors that are committed to acting as mentors for the 10-week period of the internship.
- g. COORDINATING AGENCY has the ability to run its own application process for intake of all host, mentor, and intern applications.
- h. Select a pool of five (5) interns from the application. The determination of whether an applicant is qualified shall be made by COORDINATING AGENCY in its sole discretion with advice and guidance from AFTA. Note: If approved in advance, host communities may source additional interns, but will be fully responsible for all costs for those interns in all years.
- i. Provide funding as described in Section 5. Organize and implement 10 weeks of programming for the Interns to learn and be together including intern, arts host, and mentor orientations, mentor-mentee meetup, reflection sessions, at least three (3) cultural events, site visits with arts host institutions, opening and closing ceremonies, and other learning and social bonding opportunities. (See Attachment E: Sample Summer Programming Calendar.
- j. Participate in biweekly check-ins with other COORDINATING AGENCIES hosting interns and AFTA.
- k. Refer to the program as the "Diversity in Arts Leadership (DIAL) internship". This includes logo placement on all internship materials.

- I. If possible, document and catalogue all activities of the internship.

## **5. Funding**

Funding for this project is a culmination of support from AFTA and other sources managed and collected by the COORDINATING AGENCY. COORDINATING AGENCY is responsible for their portion of funding of the DIAL Internship. AFTA will pay Metropolitan Nashville Arts Commission a not-to-exceed amount of \$12,000 in matching funds for the co-development and implementation of the DIAL Internship. Budget breakdown and are budget timeline are outlined in Attachments B, C, and D). COORDINATING AGENCY may determine if they will pay Arts Hosts who will pay stipends to interns or if COORDINATING AGENCY will pay interns directly. The maximum liability of the COORDINATING AGENCY shall not exceed \$12,000. Any change in the budget or in the timing of fund awards releases COORDINATING AGENCY and AFTA from performance obligation unless and until an updated statement of collaboration is agreed to in writing.

## **6. Intellectual Property Rights**

Any materials developed by AFTA are the property of AFTA. AFTA grants to COORDINATING AGENCY an irrevocable, perpetual, royalty-free, worldwide license to record (including via video and/or audio), photograph, copy, publish, distribute, and create derivative works of the workshops and materials in any format, including electronic, and may include the same as part of a collection or compilation. AFTA has a policy of crediting the original work in future use and reserves the right to include the name, biographical information, and photograph in any distribution. Copyright ownership to any recording, photograph, collection, compilation, or derivative work shall reside with AFTA. AFTA is not in the business of commercially distributing artistic works or performances, and the above does not give AFTA the right to engage in such business with respect to the performance by the COORDINATING AGENCY of an original artistic work.

Any intellectual property owned by a Party prior to the start of the Agreement shall remain the property of that Party. AFTA grants the COORDINATING AGENCY a non-exclusive, non-transferable, limited license to use the AFTA name and associated marks for the purposes of publicity and recruitment to the program. After the term of the agreement has run, COORDINATING AGENCY shall have no right to continued use of AFTA's intellectual property.

## **7. Force Majeure**

Notwithstanding any other provisions in this agreement, in the event that the performance of any obligation under this agreement is prevented due to acts of God, war, terrorist hostilities, civil disturbances, strikes or lockouts, outbreak of disease or illness that impede the ability to present or host the program virtually or in person where the host city or ability to travel/participate is not permissible or deemed inadvisable, as reported by the World Health Organization or the US Centers for Disease Control, and government regulations restricting travel (should travel be required), neither AFTA nor the COORDINATING AGENCY shall be responsible to the other for failure in performance of its obligations under this agreement.

#### **8. Fax, PDF or Electronic Execution**

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which when taken together will constitute one in the same instrument. This instrument sets forth the entire agreement between parties and does not become effective until copies of the contract are executed by all parties. This agreement may not be altered, changed, modified, or waived in whole or in part except by written addendum signed and/or initialed by both parties. This Agreement may be executed by fax, PDF, or electronic signature, and a fax, PDF, or electronic signature shall constitute an original for all purposes.

#### **9. Entire Agreement; No Third Party Beneficiaries**

This Agreement and all exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. The exhibits to this Agreement are incorporated into and form a part of this Agreement. This Agreement does not, and is not intended to, confer any rights or remedies upon any person other than the parties.

#### **10. Amendments; Waiver**

The parties may amend this Agreement only by a written agreement signed by both parties. No provision of this Agreement may be waived, except as expressly provided herein or pursuant to a writing signed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no "course of dealing" between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose that it is given and is not to be construed as a waiver on any future occasion or against any other person.

#### **11. Assignment**

No party may assign this Agreement, or assign or delegate any of its rights, interests, or obligations under this Agreement, voluntarily or involuntarily, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment or delegation without any such required consent will be void.

#### **12. Severability**

In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

---

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

**Consent**

The parties have demonstrated their consent to the above terms and conditions by signing below on the dates indicated.

**AMERICANS FOR THE ARTS**

Mara Walker  
Chief Operating Officer  
Americans for the Arts

Date: 12/17/2020

**COORDINATING AGENCY**

Signature

Caroline Vincent

Printed Name of Individual

Caroline Vincent

Business Name (if applicable)

Date: 12/17/2020

**AMERICANS FOR THE ARTS**

Clay Lord  
Vice President of Strategic Impact  
Americans for the Arts

Date: 12/17/2020

**AMERICANS FOR THE ARTS** Project Manager



**SIGNATURE PAGE  
FOR  
GRANT NO. FY22 AFTA DIAL Program (Revised)**

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

**METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY**

*Caroline Vincent*

\_\_\_\_\_  
Metro Arts, Department

12/7/2020

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

\_\_\_\_\_  
Director of Risk Management Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Metropolitan Attorney

\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

# GENERAL AGREEMENT

## ATTACHMENT A



---

AFTA activities include:

1. Incubate DIAL program nationally in partnership with ready and committed local arts agency partners.

AFTA will maintain this partnership with local COORDINATING AGENCY who has demonstrated that they operate in a context which is ready to create a nurturing and community-based approach to developing young leaders in arts management and a commitment to creating an ecosystem of cultural equity and support for the arts and young leadership. In addition, COORDINATING AGENCY demonstrates that they can meet the financial, staff, space and network requirements to implement a successful program.
2. Assist in recruitment, selection, and matching of intern candidates from a national pool through common applicant tracking system.

AFTA will assist COORDINATING AGENCY in the recruitment of interns from a national pool and help vet them through our centralized applicant tracking system. The COORDINATING AGENCY then makes the final intern/arts host/ business mentor matches.
3. Match funds (\$12,000) for stipend, programmatic, and administrative costs.

AFTA will disburse matching funds to support a portion of the program costs (no less than 5 interns). Funds will be disbursed twice a year (50% of yearly amount one (1) month before summer program begins and remaining balance at program onset). AFTA will waive the annual participation fee of \$500.
4. Provide DIAL Manual, remote training, and technical assistance to local arts agency leaders about effective internship program host practice.

AFTA will provide COORDINATING AGENCYS with DIAL Manual to assist with program implementation, as well as virtual technical support including orientations, and access to information that assist COORDINATING AGENCYS in implementing a solid core program. AFTA will schedule a national virtual orientation for arts hosts, mentors, and interns and will advise COORDINATING AGENCY to develop complementary local orientations.
5. Provide open access to technical recruitment, selection, evaluation, and other templates and guide resources for streamlined program administration including but not limited to:
  - Recruitment
    - Targeted School Recruitment Language
    - Intern and Arts Host Applications/ Requirements
  - Selection
    - Selection Rubrics
    - Selection Interview Questions
  - Onboarding
    - Contracts and Expectations Document (Intern, Mentor, Arts Host)
    - Orientation PowerPoints and Materials (Intern, Mentor, and Arts hosts)
    - Intern Pre-assessment

- Orientation Activity Prompts
- Programming
- Opening and Closing Ceremony Templates
  - Site Visit Protocols
- Evaluation
- Arts Host, Intern, Mentor post-program evaluation questions
  - Longitudinal Alumni Survey Questions
6. Provide online evaluation surveys for interns, mentors, and arts hosts and distribute local raw data to COORDINATING AGENCY.

AFTA will provide a centralized survey system to capture intern, arts host, and mentor data through pre- and post-program evaluations and return local-level raw data to COORDINATING AGENCY.
  7. Connect arts hosts, local arts agencies, and interns to national networks of arts administrators.

AFTA will connect COORDINATING AGENCY and arts host supervisors together to build themed communities of practice. AFTA will connect interns to a national network of DIAL alumni via the existing LinkedIn Alumni Group.



# GENERAL AGREEMENT

## ATTACHMENT B



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### Project Timeline:

- 1) Promotion of Internship
  - a. January 2021.
- 2) Selection Process
  - a. The intern, mentor, and arts host applications will be open from January to February 2021
  - b. The selection of the applications will take place January to March 2021
- 3) Program Implementation
  - a. Development of the DIAL internship will take place between January 2021 – June 2021
  - b. Orientations will take place May to June 2021
  - c. The DIAL Internship will be implemented between June 1, 2021 to August 5, 2021
- 4) Evaluations
  - a. Will be completed by September 2021

# GENERAL AGREEMENT

## ATTACHMENT C



### 1-Year Program Budget

	Unit Cost	Notes
<i>Internship Stipends</i>	\$4,500 per intern	Minimum of 5 interns - \$22,500 (direct to intern)
<i>DIAL National Program Annual Participation fee (includes Handbook)</i>	\$500	(Fee waived by Americans for the Arts)
<i>DIALogues (Professional Development Series)</i>	\$99 per intern	Minimum of 5 interns - \$495 (To Americans for the Arts)

2021 AFTA Match Funds

\$12,000

# GENERAL AGREEMENT

## ATTACHMENT D



---

### 1-Year Budget Timeline

Metropolitan Nashville Arts Commission will submit invoices to AFTA during the following months for the amounts listed. AFTA will remit payment within 30 days of receiving invoice.

- |               |                            |
|---------------|----------------------------|
| 1. April 2021 | 50% of 2021 AFTA Total     |
| 2. June 20121 | Balance of 2021 AFTA Total |



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

---

**File #:** RS2021-720, **Version:** 1

---

A resolution approving an assignment and assumption grant agreement amendment from Safe Haven Family Shelter and the U.S. Department of Housing and Urban Development (HUD) to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department, of the Continuum of Care Coordinated Entry Grant for support services and administrative costs to strengthen and improve the effectiveness of the program.

WHEREAS, HUD and the Safe Haven Family Shelter entered into an initial Continuum of Care Program grant agreement TN0269L4J041903; and,

WHEREAS, Safe Haven Family Shelter wishes to be released from this grant agreement and the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department, wishes to assume the obligations of Safe Haven Family Shelter under the agreement; and,

WHEREAS, HUD has approved the transfer of this grant agreement to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Department, in the amount of \$128,000.00 with no cash match required, for support services and administrative costs to strengthen and improve the effectiveness of the Coordinated Entry program, a copy of which amendment is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that this assignment and assumption grant amendment be accepted.

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

Section 1. That the assignment and assumption grant agreement amendment between HUD and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Social Services Commission, for support services and administrative costs to strengthen and improve the effectiveness of the Coordinated Entry program, a copy of which amendment is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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.

### Analysis

This resolution approves an assignment and assumption of a continuum of care coordinated entry program grant previously awarded by the U.S. Department of Housing and Urban Development (HUD) to Safe Haven Family Shelter. HUD award the grant to Safe Haven for a one year period from July 1, 2020 to June 30, 2021. At the time of the grant application, Safe Haven intended to transfer the grant to the Metro Social Services Homeless Impact Division since Social Services is currently the community lead for the continuum of care

coordinated entry program. HUD has approved the transfer of the grant to Metro Social Services.

The amount of the grant is \$128,000 with a local in-kind match of \$32,000 to be provided by Social Services. This grant will be used to fund support staff for the Homeless Impact Division.

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/19/21

☒ Resolution ☐ Ordinance

Contact/Prepared By: Judith Tackett and Yuri Hancock/Loan Huynh

Date Prepared: 12/07/20

Title (Caption): Resolution to accept the assignment of the Nashville Coordination 21 grant.

Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Social Services Requested By: Renee Pratt

Affected Department(s): Social Services Affected Council District(s): Throughout Davidson County

## Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \$ 128,000.00

Funding Source: Capital Improvement Budget  
Capital Outlay Notes  
Departmental/Agency Budget  
Funds to Metro  
General Obligation Bonds  
Grant  
Increased Revenue Sources

Match: \$ \$ 0.00

Judgments and Losses  
Local Government Investment Project  
Revenue Bonds  
Self-Insured Liability  
Solid Waste Reserve  
Unappropriated Fund Balance  
4% Fund  
Other: \_\_\_\_\_

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHN WALSON

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

## GRANT SUMMARY SHEET

**Grant** Nashville Coordinated Entry Collaboration 21

**Department:** SOCIAL SERVICES

**Grantor:** U.S. DEPARTMENT OF HOUSING &  
URBAN DEVELOPMENT

**Pass-Through  
Grantor (If**

**Total Award this** \$128,000.00

**Cash Match** \$0.00

**Department** Judith Tackett and Yuri Hancock/Loan Huynh  
862-6406

**Status** NEW

**Program Description:**

Utilize grant funds to support staff that will strengthen and improve the effectiveness of the Coordinated Entry program in Nashville.

**Plan for continuation of services upon**  
N/A

# Grants Tracking Form

## Part One

<b>Pre-Application</b> <input type="radio"/>		<b>Application</b> <input type="radio"/>		<b>Award Acceptance</b> <input checked="" type="radio"/>		<b>Contract Amendment</b> <input type="radio"/>	
<b>Department</b>	<b>Dept. No.</b>	<b>Contact</b>				<b>Phone</b>	<b>Fax</b>
SOCIAL SERVICES	37	Judith Tackett and Yuri Hancock/Loan Huynh				862-6406	862-6404
<b>Grant Name:</b>		Nashville Coordinated Entry Collaboration 21					
<b>Grantor:</b>		U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				<b>Other:</b>	
<b>Grant Period From:</b>		07/01/20	(applications only) Anticipated Application Date:				
<b>Grant Period To:</b>		06/30/21	(applications only) Application Deadline:				
<b>Funding Type:</b>	FED DIRECT	<b>Multi-Department Grant</b>		<input type="checkbox"/> <b>If yes, list below.</b>			
<b>Pass-Thru:</b>		<b>Outside Consultant Project:</b>		<input type="checkbox"/>			
<b>Award Type:</b>	COMPETITIVE	<b>Total Award:</b>		\$128,000.00			
<b>Status:</b>	NEW	<b>Metro Cash Match:</b>		\$0.00			
<b>Metro Category:</b>	New Initiative	<b>Metro In-Kind Match:</b>		\$32,000.00			
<b>CFDA #</b>	14.267	<b>Is Council approval required?</b>		<input checked="" type="checkbox"/>			
<b>Project Description:</b>		Applic. Submitted Electronically? <input type="checkbox"/>					
Utilize grant funds to support staff that will strengthen and improve the effectiveness of the Coordinated Entry program in Nashville.							
<b>Plan for continuation of service after expiration of grant/Budgetary Impact:</b>							
None							
<b>How is Match Determined?</b>							
<b>Fixed Amount of \$</b>		or		0.0%		<b>% of Grant</b>	
						<b>Other:</b> <input type="checkbox"/>	
<b>Explanation for "Other" means of determining match:</b>							
<b>For this Metro FY, how much of the required local Metro cash match:</b>							
<b>Is already in department budget?</b>				<b>Fund</b>			
<b>Is not budgeted?</b>				<b>Business Unit</b>			
				<b>Proposed Source of Match:</b>			
<b>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</b>							
<b>Other:</b>							
<b>Number of FTEs the grant will fund:</b>		1.00		<b>Actual number of positions added:</b>		1.00	
<b>Departmental Indirect Cost Rate</b>		30.64%		<b>Indirect Cost of Grant to Metro:</b>		\$25,200.00	
<b>*Indirect Costs allowed?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No		<b>% Allow.</b>		<b>Ind. Cost Requested from Grantor:</b>		\$8,000.00	
		10.00%				in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
<b>Draw down allowable?</b> <input type="checkbox"/>							
<b>Metro or Community-based Partners:</b>							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$128,000.00			\$0.00		\$32,000.00	\$160,000.00	\$25,200.00	\$8,000.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$128,000.00	\$0.00	\$0.00	\$0.00		\$32,000.00	\$160,000.00	\$25,200.00	\$8,000.00
	Date Awarded:			12/07/20	Tot. Awarded:	\$128,000.00	Contract#:	TN00269L4J041903		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5157

GCP Rec'd  
12/30/20

GCP  
Approved  
12/30/20

VW



**Assignment and Assumption  
Grant Agreement Amendment**

This agreement is made by and between the United States Department of Housing and Urban Development (HUD), Safe Haven Family Shelter and Metropolitan Government of Nashville and Davidson County.

**RECITALS**

WHEREAS HUD and Safe Haven Family Shelter entered into the initial Grant Agreement for project number TN0269L4J041903 located in Nashville, Tennessee; and

WHEREAS under the terms of the renewal Grant Agreement, Safe Haven Family Shelter received a grant from HUD, in the amount of, \$128,000 to be used to carry out the project described in the original grant application over a one-year period. The grant agreement was executed, on March 17, 2020. The term of the grant is July 1, 2020 to June 30, 2021.

WHEREAS Safe Haven Family Shelter wishes to be released from Grant Number TN00269L4J041903; and

WHEREAS Metropolitan Government of Nashville and Davidson County, desires to assume the obligations of Safe Haven Family Shelter under the Agreement, attached; and

WHEREAS HUD has reviewed the request and approves the grant to be transferred to Metropolitan Government of Nashville and Davidson County; and

NOW, THEREFORE, in consideration of the premises the parties agree as follows:

1. Safe Haven Family Shelter hereby assigns all of its rights and interest in the Grant Agreement for grant number TN0269L4J041903 to Metropolitan Government of Nashville and Davidson County who hereunder accepts assignment and assumes all the duties and obligations of the grantee under the Grant Agreement effective July 1, 2020.
2. This Agreement shall be effective as of July 1, 2020. Notwithstanding the transfer of the rights and obligations under the Grant Agreement to the Assignee, the Assignor shall remain responsible for any noncompliance issues that occurred prior to the assignment of this grant, if any;

This Assignment and Assumption Agreement constitutes the entire agreement of the parties, witnessed by the signatures of both parties where indicated below. The terms of the Grant Agreement (attached) except as herein modified are unamended and remain in force and effect.

Based on the above:

1. The Grant Agreement is hereby changed by appointing the Metropolitan Government of Nashville and Davidson County, as the Grantee for the remainder of the term of project number TN0269L4J041903.
2. The effective date of this change is July 1, 2020.
3. All other provisions of the original grant remain unamended.

This Agreement is hereby executed on behalf of the parties as follows:

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OF THE  
UNITED STATES OF AMERICA,

By the Secretary of Housing and Urban Development

BY: Erik Hoglund 10/13/2020  
Erik Hoglund, Director  
Office of Community Planning and Development

DATE: October 13, 2020

ASSIGNOR

BY: Joyce Lavery 12/7/20  
Authorized Signature and Date

Joyce Lavery, Chief Executive Officer, Executive Director of Safe Haven Family  
Shelter

Typed name of signatory and Title

ASSIGNEE

BY: Renee Pratt 12/7/2020  
Authorized Signature and Date

Renee Pratt, Executive Director, Metropolitan Social Services

Typed name of signatory and Title

BY: \_\_\_\_\_  
Authorized Signature and Date

John Cooper, Mayor, Metropolitan Government of Nashville and Davidson County  
Typed name of signatory and Title

**SIGNATURE PAGE  
FOR  
GRANT NO. Nashville Coordinated Entry Collaboration 21**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



Renee Pratt, Executive Director  
Metro Social Services

12/7/2020

Date

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

\_\_\_\_\_  
Director of Insurance

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Metropolitan Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Cooper  
Metropolitan Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date



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*President*

**Ken Williamson**

*Vice President*

**Edmundo Cepeda**

*Treasurer*

**Thomas O'Neal Lasley**

*Secretary*

**Debbie Flack**

*Member At Large*

**Eden Afriat**

**Kyle Allen**

**Jonathan Barnes**

**Kitty Barrow**

**Stephanie Bonner**

**Jeff Bradford**

**Heather Coffelt**

**Anita Greenwood Cash**

**Tarek El Gammal**

**Candi Flowers**

**Aileen Katcher**

**Sean Kirk**

**Christie Laird**

**Rachel Layton**

**Leigh Lindsey**

**Kearstin Patterson**

**Callie Pfeifer**

**Conrad Schneider**

**Sandra Sepulveda**

**Dr. Sharon Shaw-McEwen**

**Shane Tarleton**

**Vicki Yates**

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**Mike Minch**

**Jerry Moses**

**Jerry Moss**

**Brian Roark**

**Dave Roberson**

**Tammy Rutherford**

**Scott Schumann**

**Tim Skelton**

May 14, 2020

Erik Hogland, Director

Office of Community Planning and Development

U.S. Department of Housing and Urban Development

710 Locust Street, S.W

Knoxville, TN 37902

Dear Mr. Hogland

Safe Haven Family Shelter has asked Metro Social Services to take over the responsibilities of the CoC Coordinated Entry grant, TN0269L4J041903.

When Safe Haven originally applied for and received this grant, the intention was to transfer the grant over to an agency at the city-level at the appropriate time. Safe Haven is confident that the staff of the Metropolitan Homeless Impact Division of Metro Social Services is fully prepared to take on the day-to-day responsibilities of this grant and hopes to transfer the duties as soon as possible.

Thank you,

Joyce Lavery, CEO/EO  
Safe Haven Family Shelter

JOHN COOPER  
MAYOR

RENEE PRATT  
EXECUTIVE DIRECTOR

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**



METROPOLITAN SOCIAL SERVICES  
800 2<sup>ND</sup> AVENUE NORTH, SUITE 100  
NASHVILLE, TENNESSEE 37201

March 20, 2020

Erik Hoglund, Director  
Office of Community Planning & Development  
U.S. Department of Housing and Urban Development  
710 Locust Street, S.W.  
Knoxville, TN 37902

Dear Mr. Hoglund,

Metro Social Services has been asked by Safe Haven Family Shelter to take over the responsibility of the CoC Coordinated Entry grant, TN0269L4J041903.

As the current community lead for the CoC Coordinated Entry, Metro Social Services is willing to take over and fulfill the staff duties of the Coordinated Entry grant on behalf of the Nashville-Davidson County CoC and Safe Haven Family Shelter. Metro Social Services hopes to transfer the duties as early as practicable, so long as all official transfer documents are in place. In addition, Metro Social Services will await confirmation that the HUD CoC Coordinated Entry grant is transferred from Safe Haven Family Shelter to Metro Social Services and is officially accepted by the Metro Council of Nashville-Davidson County.

The day-to-day responsibilities as this grant will be taken on by the Metropolitan Homeless Impact Division staff of Metro Social Services

Sincerely,

A handwritten signature in cursive script, appearing to read "Renee Pratt".

Renee Pratt  
Executive Director  
Metro Social Services



U.S. Department of Housing and Urban Development  
Office of Community Planning and Development  
710 Locust Street, SW  
Suite 300  
Knoxville, TN 37902

**Grant Number: TN0269L4J041903**  
**Tax ID Number: 62-1807653**  
**DUNS Number: 830725032**

### **CONTINUUM OF CARE PROGRAM (CDFA# 14.267) GRANT AGREEMENT**

This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Safe Haven Family Shelter (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act"); the Continuum of Care Program rule (the "Rule"), as amended from time to time; and the Notice of Funds Availability for the fiscal year competition in which the funds were awarded.

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, technical submission documents, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed below are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

HUD's total funding obligation for this grant is \$128,000, allocated between the projects listed below and, within those projects, between budget line items, as shown below.

<b>Project No.</b>	<b>Grant Term</b>	<b>Performance Period</b>	<b>Total Amount</b>
TN0269L4J041903	12 months	07-01-2020 - 06-30-2021	\$128,000
a. Continuum of Care planning activities			\$0
b. Acquisition			\$0
c. Rehabilitation			\$0
d. New construction			\$0
e. Leasing			\$0
f. Rental assistance			\$0
g. Supportive services			\$120,000
h. Operating costs			\$0
i. Homeless Management Information System			\$0
j. Administrative costs			\$8,000
k. Relocation Costs			\$0
l. HPC homelessness prevention activities:			
Housing relocation and stabilization services			\$0
Short-term and medium-term rental assistance			\$ 0



If any new projects funded under this Agreement are for project-based rental assistance for a term of fifteen (15) years, the funding provided under this Agreement is for the performance period stated herein only. Additional funding is subject to the availability of annual appropriations.

The performance period of renewal projects funded by this Agreement will begin immediately at the end of the under the grant agreement being renewed. Eligible costs incurred between the end of Recipient's final operating year under the grant agreement being renewed and the date of this Agreement is executed by both parties may be reimbursed with funds from the first operating year of this Agreement. No funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

For any transition project funded under this Agreement the performance period of the transition project(s) will begin immediately at the end of the Recipient's final operating year under the grant being transitioned. Eligible costs, as defined by the Act and the Rule incurred between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement.

HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for the grant was designated an HPC for the applicable fiscal year.

The Recipient must complete the attached "Indirect Cost Rate Schedule" and return it to HUD with this Agreement. The Recipient must provide HUD with a revised schedule when any change is made to the rate(s) included in the schedule. The schedule and any revisions HUD receives from the Recipient will be incorporated into and made part of this Agreement, provided that each rate included satisfies the applicable requirements under 2 CFR part 200 (including appendices).

This Agreement shall remain in effect until the earlier of 1) written agreement by the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the performance periods for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.



The Agreement constitutes the entire agreement between the parties, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:

  
(Signature)

Erik D. Hoglund, Director  
(Typed Name and Title)

March 9, 2020  
(Date)

**RECIPIENT**

Safe Haven Family Shelter  
(Name of Organization)

By:

  
(Signature of Authorized Official)

Joyce Lavery, CEO  
(Typed Name and Title of Authorized Official)

03/17/2020  
(Date)

### Indirect Cost Schedule

Agency/Dept./Major Function	Indirect Cost Rate	Direct Cost Base
N/A		

This schedule must include each indirect cost rate that will be used to calculate the Recipient's indirect costs under the grant. The schedule must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR §200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Base Allocation Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

To learn more about the indirect cost requirements, see 24 CFR 578.63; 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-721, **Version:** 1

---

A resolution approving amendment two to a grant from the United States Environmental Protection Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee.

Whereas, The Metropolitan Government of Nashville and Davidson County, acting by and through Metropolitan Board of Health, previously entered into a grant agreement with the United States Environmental Protection Agency approved by RS2020-187; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$117,000.00 from \$414,187.00 to \$531,187.00 and the Metropolitan Department of Health wishes to correct a clerical error in the required cash match amount of \$70.00 from \$588,188.00 to \$588,118.00, a copy of which amendment two is attached hereto; and,

Whereas, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment two be approved.

Now, therefore be it resolved by the Council of The Metropolitan Government of Nashville and Davidson County:

Section 1. That amendment two to the grant by and between the United States Environmental Protection Agency and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee, a copy of which amendment two is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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.

### Analysis

This resolution approves the second amendment to a grant agreement between the Metropolitan Board of Health and the U.S. Environmental Protection Agency. The grant is used for the ongoing collection of data on

ambient air concentrations for fine particulate matter in Nashville, Tennessee.

This amendment increases the grant amount by \$117,000, from \$414,187 to \$531,187. It also corrects a clerical error which reduces the cash match by \$70 from \$588,188 to \$588,118.

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/19/21



Resolution



Ordinance

Contact/Prepared By: Brad Thompson

Date Prepared: 12/15/20

Title (Caption): Air Pollution 105 19-21 Amendment #2 grant - This action from the Environmental Protection Agency provides partial funding to the MPHD Pollution

Control Division to support activities associated with air pollution control in the Middle Tennessee area.

October 19 - September 21

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Health Requested By: Health

Affected Department(s): Health Affected Council District(s): all

## Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \$ 117,000.00

Funding Source: Capital Improvement Budget  
Capital Outlay Notes  
Departmental/Agency Budget  
Funds to Metro  
General Obligation Bonds  
Grant  
Increased Revenue Sources

Match: \$ \_\_\_\_\_

Judgments and Losses  
Local Government Investment Project  
Revenue Bonds  
Self-Insured Liability  
Solid Waste Reserve  
Unappropriated Fund Balance  
4% Fund  
Other: \_\_\_\_\_

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: \_\_\_\_\_

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

## GRANT SUMMARY SHEET

<b>Grant</b>	Air Pollution 105 19-21 Amend. 2
<b>Department:</b>	HEALTH DEPARTMENT
<b>Grantor:</b>	ENVIRONMENTAL PROTECTION AGENCY
<b>Pass-Through Grantor</b>	
<b>Total Award this</b>	\$117,000.00
<b>Cash Match</b>	\$0.00
<b>Department</b>	Brad Thompson 340-0407
<b>Status</b>	AMENDMENT

### Program Description:

Grant from the U.S. Environmental Protection Agency. This grant award funds Nashville-Davidson County, Tennessee's ongoing program to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide and mercury. Note: Grant is funded by continuing resolutions, Metro will fully fund the contract until, EPA reimburses department. Amendment 2 adds an additional \$117,000.00 to the previous amount of \$414,187.00 for a new total of \$531,187.00.

### Plan for continuation of services upon

Services will end.

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input checked="" type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	Air Pollution 105 19-21 Amend. 2						
Grantor:	ENVIRONMENTAL PROTECTION AGENCY					Other:	
Grant Period From:	10/01/19	(applications only) Anticipated Application Date:					
Grant Period To:	09/30/21	(applications only) Application Deadline:					
Funding Type:	FED DIRECT	Multi-Department Grant <input type="checkbox"/>					If yes, list below.
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>					
Award Type:	FORMULA	Total Award:					\$117,000.00
Status:	AMENDMENT	Metro Cash Match:					\$0.00
Metro Category:	Est. Prior.	Metro In-Kind Match:					\$0.00
CFDA #	66.001	Is Council approval required?					<input checked="" type="checkbox"/>
Project Description:	Applic. Submitted Electronically?					<input type="checkbox"/>	
Grant from the U.S. Environmental Protection Agency. This grant award funds Nashville-Davidson County, Tennessee's ongoing program to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide and mercury. Note: Grant is funded by continuing resolutions, Metro will fully fund the contract until, EPA reimburses department. Amendment 2 adds an additional \$117,000.00 to the previous amount of \$414,187.00 for a new total of \$531,187.00.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will end.							
How is Match Determined?							
Fixed Amount of \$		or	40.0%	% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Fund	10101	Business Unit	38151203		
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	4.50	Actual number of positions added:			0.00		
Departmental Indirect Cost Rate	22.91%	Indirect Cost of Grant to Metro:			\$336,824.23		
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	17.75%	Ind. Cost Requested from Grantor:			\$156,572.00	in budget
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input type="checkbox"/>						
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$531,187.00			\$588,118.00	10101, 38151203	\$0.00	\$1,119,305.00	\$336,824.23	\$156,572.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5										
Total		\$531,187.00	\$0.00	\$0.00	\$588,118.00		\$0.00	\$1,119,305.00	\$336,824.23	\$156,572.00
Date Awarded:		12/05/20		Tot. Awarded:		\$117,000.00	Contract#:	408120-2		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Assistance Amendment</b>	<b>GRANT NUMBER (FAIN): 00408120</b>		<b>DATE OF AWARD</b> 11/05/2020
		<b>MODIFICATION NUMBER: 2</b>		<b>MAILING DATE</b> 11/12/2020
		<b>PROGRAM CODE: A</b>		<b>ACH#</b> 40377
		<b>TYPE OF ACTION</b> Augmentation: Increase		<b>PAYMENT METHOD:</b> ASAP
<b>RECIPIENT TYPE:</b> County		<b>Send Payment Request to:</b> Research Triangle Park Finance Center		
<b>RECIPIENT:</b> Metropolitan Gov't of Nashville & Davidson County 311 23rd Ave., N. Nashville, TN 37203 EIN: 62-0694743		<b>PAYEE:</b> Metropolitan Government of Nashville and Davidson County 311 23rd Ave., N. Nashville, TN 37203		
<b>PROJECT MANAGER</b> John Finke 311 23rd Ave., N. Nashville, TN 37203 E-Mail: john.finke@nashville.gov Phone: 615-340-5653		<b>EPA PROJECT OFFICER</b> Gwendolyn Graf 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: graf.gwendolyn@epa.gov Phone: 404-562-9289		<b>EPA GRANT SPECIALIST</b> Leah.Y Brown Grants and Audit Management Section E-Mail: brown.leah.y@epa.gov Phone: 404-562-9742
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Air Pollution Control Program Support  This action approves an increase in the amount of \$117,000 to the Metropolitan Government of Nashville and Davidson County, Tennessee to support their ongoing Section 105 continuing environmental program grant.				
<b>BUDGET PERIOD</b> 10/01/2019 - 09/30/2021		<b>PROJECT PERIOD</b> 10/01/2019 - 09/30/2021		<b>TOTAL BUDGET PERIOD COST</b> \$1,470,296.00
				<b>TOTAL PROJECT PERIOD COST</b> \$1,470,296.00
<b>NOTICE OF AWARD</b>				
Based on your Application dated 07/25/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$117,000. EPA agrees to cost-share <u>60.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$531,187. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.				
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>  61 Forsyth Street Atlanta, GA 30303-8960		<b>ORGANIZATION / ADDRESS</b>  U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>				
<b>Digital signature applied by EPA Award Official</b> Keva R. Lloyd - Grants Management Officer				<b>DATE</b> 11/05/2020



## EPA Funding Information

A - 00408120 - 2 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 414,187	\$ 117,000	\$ 531,187
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 588,118	\$ 0	\$ 588,118
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 1,002,305	\$ 117,000	\$ 1,119,305

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2104VW1016	20	E1	04V8	000A04	4112	-	-	117,000
									117,000

Budget Summary Page: A-00408120

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$885,056
<b>2. Fringe Benefits</b>	\$314,000
<b>3. Travel</b>	\$16,000
<b>4. Equipment</b>	\$26,000
<b>5. Supplies</b>	\$44,268
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$28,400
<b>9. Total Direct Charges</b>	\$1,313,724
<b>10. Indirect Costs: <u>13.05%</u> Base <u>Salary+Fringe</u></b>	\$156,572
<b>11. Total (Share: Recipient <u>40.00</u> % Federal <u>60.00</u> %.)</b>	\$1,470,296
<b>12. Total Approved Assistance Amount</b>	\$882,178
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$117,000
<b>15. Total EPA Amount Awarded To Date</b>	\$531,187

## **Administrative Conditions**

### **The Following Administrative Terms and Conditions Have Been Revised:**

#### **General Terms and Conditions**

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2020-or-later>.

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

#### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): [R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)  
brown.leah.y@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Leah Brown, Grants Specialist  
brown.leah.y@epa.gov  
(404) 562-9742

Gwendolyn Graf, Project Officer  
graf.gwendolyn@epa.gov  
(404) 562-9289

- Payment requests (if applicable):

Gwendolyn Graf, Project Officer  
graf.gwendolyn@epa.gov  
(404) 562-9289

- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Gwendolyn Graf, Project Officer  
graf.gwendolyn@epa.gov  
(404) 562-9289

## **C. Disadvantaged Business Enterprise (DBEs)**

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

#### **EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

**CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

**BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

**FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

**MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

**MBE/WBE reports should be sent to:**

**To: [R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)**

**and**

**Cc: [brown.leah.v@epa.gov](mailto:brown.leah.v@epa.gov)**

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first. This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

**All other administrative terms and conditions remain the same.**

## **Programmatic Conditions**

### **The Following Programmatic Term and Condition Has Been Revised:**

#### **A. Joint Evaluation for FY 2021**

Participate with EPA in an end of year evaluation of performance to be completed by December 31, 2021. This evaluation will be based on jointly evaluating and reporting progress and accomplishments under the workplan throughout the year. In accordance with 40 CFR 35.115 and the EPA Policy on Managing Unliquidated Obligations and Ensuring Progress under EPA Assistance Agreements, the joint evaluation process will include:

- a) discussions of accomplishments as measured against work plan commitments;
- b) discussions of the cumulative effectiveness of the work performed under all work plan components;
- c) discussions of existing and potential problem areas;
- d) suggestions for improvement, including, where feasible, schedules for making improvements; and
- e) discussions of how effectively grant funds were managed and utilized, taking into account any accumulation of unliquidated obligations.

**All other programmatic terms and conditions remain the same.**

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
*Tina Lester*  
5EE94599ABD6403...  
\_\_\_\_\_  
Administrative Director, Metro Public Health Department  
Date

DocuSigned by:  
*Alex Jahangir*  
7F470F40A00A40F...  
\_\_\_\_\_  
Chair, Board of Health  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Director, Department of Finance  
Date

APPROVED AS TO RISK AND INSURANCE:

\_\_\_\_\_  
Director of Risk Management Services  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Metropolitan Attorney  
Date

\_\_\_\_\_  
Metropolitan Mayor  
Date

ATTEST:

\_\_\_\_\_  
Metropolitan Clerk  
Date

Resolution No. RS2020 - 378

A resolution approving amendment one to a grant from the United States Environmental Protection Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through Metropolitan Board of Health, previously entered into a grant agreement with the United States Environmental Protection Agency approved by RS2020-187; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$339,187.00 from \$75,000.00 to \$414,187.00 and the Metropolitan Department of Health wishes to include a required cash match of \$588,188.00 which was omitted from RS2020-187, a copy of which amendment one is attached hereto; and,


WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment one be approved; and,

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

Section 1. That amendment one to the grant by and between the United States Environmental Protection Agency and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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.


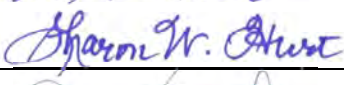

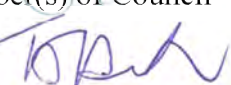
APPROVED AS TO AVAILABILITY  
OF FUNDS:

DocuSigned by:  
  
Kevin Grumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

DocuSigned by:  
  
Assistant Metropolitan Attorney

INTRODUCED BY:

  
  
  
Member(s) of Council  




## GRANT SUMMARY SHEET

**Grant** Air Pollution 105 19-21 Amend. 1

**Department:** HEALTH DEPARTMENT

**Grantor:** ENVIRONMENTAL PROTECTION AGENCY

**Pass-Through Grantor**

**Total Award this** \$339,187.00

**Cash Match** \$588,188.00

**Department** Brad Thompson  
340-0407

**Status** AMENDMENT

**Program Description:**

Grant from the U.S. Environmental Protection Agency. This grant award funds Nashville-Davidson County, Tennessee's ongoing program to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide and mercury. Note: Grant is funded by continuing resolutions, Metro will fully fund the contract until, EPA reimburses department. Amendment 1 adds an additional \$339,187.00 to the previous amount of \$75,000.00 for a new total of \$414,187.00. Match requirement of \$588,188 on the original grant RS2020-187 that was omitted and not referenced in RS2020-187.

**Plan for continuation of services**

Services will end.

## Grants Tracking Form

## Part One

Pre-Application		Application		Award Acceptance		Contract Amendment	
Department	Dept. No.	Contact		Phone	Fax		
HEALTH DEPARTMENT	038	Brad Thompson		340-0407			
Grant Name:	Air Pollution 105 19-21 Amend. 1						
Grantor:	ENVIRONMENTAL PROTECTION AGENCY		Other:				
Grant Period From:	10/01/19	(applications only) Anticipated Application Date:					
Grant Period To:	09/30/21	(applications only) Application Deadline:					
Funding Type:	FED DIRECT	Multi-Department Grant		<input type="checkbox"/>	If yes, list below.		
Pass-Thru:		Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:		\$339,187.00			
Status:	AMENDMENT	Metro Cash Match:		\$588,188.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	66.001	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
Grant from the U.S. Environmental Protection Agency. This grant award funds Nashville-Davidson County, Tennessee's ongoing program to protect air quality so that it achieves established ambient air standards and protects human health. The program includes ambient air monitoring and various other activities to reduce or control air pollutants such as ozone, particulate matter, regional haze, sulfur dioxide, carbon monoxide and mercury. Note: Grant is funded by continuing resolutions, Metro will fully fund the contract until, EPA reimburses department. Amendment 1 adds an additional \$339,187.00 to the previous amount of \$75,000.00 for a new total of \$414,187.00. Match requirement of \$588,188 on the original grant RS2020-187 that was omitted and not referenced in RS2020-187.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Services will end.							
How is Match Determined?							
Fixed Amount of \$		or	40.0%	% of Grant	Other:	<input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		Fund		Business Unit			
Is not budgeted?		Proposed Source of Match:					
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:	4.50	Actual number of positions added:		0.00			
Departmental Indirect Cost Rate	22.91%	Indirect Cost of Grant to Metro:		\$336,824.23			
*Indirect Costs allowed?	<input checked="" type="radio"/> Yes <input type="radio"/> No	% Allow.	17.75%	Ind. Cost Requested from Grantor:	\$156,572.00	in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable?	<input type="checkbox"/>						
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY20	\$414,187.00			\$588,188.00		\$0.00	\$1,002,375.00	\$336,824.23	\$156,572.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5										
Total		\$414,187.00	\$0.00	\$0.00	\$588,188.00		\$0.00	\$1,002,375.00	\$336,824.23	\$156,572.00
Date Awarded:		04/28/20		Tot. Awarded:		\$339,187.00	Contract#:	408120-1		
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5034

GCP 05/27/20  
Rec'd

GCP 05/27/20  
Approved

*vw*

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Assistance Amendment</b>		<b>GRANT NUMBER (FAIN): 00408120</b>		<b>DATE OF AWARD</b> 04/28/2020
			<b>MODIFICATION NUMBER: 1</b>		
			<b>PROGRAM CODE: A</b>		<b>MAILING DATE</b> 05/05/2020
			<b>TYPE OF ACTION</b> Augmentation: Increase		
<b>RECIPIENT TYPE:</b> County			<b>Send Payment Request to:</b> Research Triangle Park Finance Center		
<b>RECIPIENT:</b> Metropolitan Gov't of Nashville & Davidson County 311 23rd Ave., N. Nashville, TN 37203 EIN: 62-0694743			<b>PAYEE:</b> Metropolitan Government of Nashville & Davidson County 311 23rd Ave., N. Nashville, TN 37203		
<b>PROJECT MANAGER</b> John Finke 311 23rd Ave., N. Nashville, TN 37203 <b>E-Mail:</b> john.finke@nashville.gov <b>Phone:</b> 615-340-5653		<b>EPA PROJECT OFFICER</b> Gwendolyn Graf 61 Forsyth Street Atlanta, GA 30303-8960 <b>E-Mail:</b> graf.gwendolyn@epa.gov <b>Phone:</b> 404-562-9289		<b>EPA GRANT SPECIALIST</b> Christopher Walston Grants and Audit Management Section <b>E-Mail:</b> Walston.Christopher@epa.gov <b>Phone:</b> 404-562-8201	
<b>PROJECT TITLE AND EXPLANATION OF CHANGES</b> Air Pollution Control Program Support  This action approves an increase of funds in the amount of \$339,187 to Nashville-Davidson County Tennessee in support of their Section 105 continuing environmental program grant.					
<b>BUDGET PERIOD</b> 10/01/2019 - 09/30/2021		<b>PROJECT PERIOD</b> 10/01/2019 - 09/30/2021		<b>TOTAL BUDGET PERIOD COST</b> \$1,470,296.00	
				<b>TOTAL PROJECT PERIOD COST</b> \$1,470,296.00	
<b>NOTICE OF AWARD</b>					
Based on your Application dated 07/25/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$339,187. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$414,187. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>		
<b>ORGANIZATION / ADDRESS</b>  61 Forsyth Street Atlanta, GA 30303-8960			<b>ORGANIZATION / ADDRESS</b>  U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
<b>Digital signature applied by EPA Award Official</b> Keva R. Lloyd - Grants Management Officer					<b>DATE</b> 04/28/2020

## EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 75,000	\$ 339,187	\$ 414,187
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 0	\$	\$ 0
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 588,118	\$	\$ 588,118
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 663,118	\$ 339,187	\$ 1,002,305

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	2004VW0114	20	E1	04V8	000A04	4112			339,187
									339,187

Budget Summary Page: A00408120

<b>Table A - Object Class Category (Non-construction)</b>	<b>Total Approved Allowable Budget Period Cost</b>
<b>1. Personnel</b>	\$885,056
<b>2. Fringe Benefits</b>	\$314,000
<b>3. Travel</b>	\$16,000
<b>4. Equipment</b>	\$26,000
<b>5. Supplies</b>	\$44,268
<b>6. Contractual</b>	\$0
<b>7. Construction</b>	\$0
<b>8. Other</b>	\$28,400
<b>9. Total Direct Charges</b>	\$1,313,724
<b>10. Indirect Costs: 13.05% Base Salary + Fringe</b>	\$156,572
<b>11. Total (Share: Recipient 40.00 % Federal 60.00 %.)</b>	\$1,470,296
<b>12. Total Approved Assistance Amount</b>	\$882,178
<b>13. Program Income</b>	\$0
<b>14. Total EPA Amount Awarded This Action</b>	\$339,187
<b>15. Total EPA Amount Awarded To Date</b>	\$414,187

## **Administrative Conditions**

### ***The Following Administrative Conditions Are Revised***

#### **GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS**

##### **A. CORRESPONDENCE CONDITION**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A):  
[R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)  
[Walston.Christopher@epa.gov](mailto:Walston.Christopher@epa.gov) (optional)

- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Christopher Walston/Grants Specialist  
[Walston.Christopher@epa.gov](mailto:Walston.Christopher@epa.gov)  
 404-562-8201

Gwendolyn Graf/Project Officer  
[Graf.Gwendolyn@epa.gov](mailto:Graf.Gwendolyn@epa.gov)  
 404-562-9289

- Payment requests (if applicable):  
 Gwendolyn Graf/Project Officer  
[Graf.Gwendolyn@epa.gov](mailto:Graf.Gwendolyn@epa.gov)  
 404-562-9289

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Gwendolyn Graf /Project Officer  
[Graf.Gwendolyn@epa.gov](mailto:Graf.Gwendolyn@epa.gov)  
 404-562-9289

##### **C. DISADVANTAGED BUSINESS ENTERPRISE (DBEs)**



## **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

### **EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree

to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

#### **MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants/epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

**MBE/WBE reports should be sent to:**

**To: R4epagrantsmbewbereporting@epa.gov**

**and**

**Cc: Walston.Christopher@epa.gov**

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

### **Programmatic Conditions**

#### ***The Following Programmatic Conditions Are Added***

##### **Verification of Annual Recurring Maintenance of Effort:**

In accordance with Section 105 of the Clean Air Act, a Recipient's MOE must meet or exceed its prior year's MOE level. As required by General Term and Condition 14, the Recipient shall submit an annual (interim) Federal Financial Report (FFR), Standard Form 425 (SF-425), to



EPA no later than 90 calendar days after the end of each budget period year. The form is available on the internet at <https://www.epa.gov/financial/forms>. All FFRs must be submitted to the EPA Finance Center via email it to [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) or mail it to:

US Environmental Protection Agency RTP-Finance Center (Mail Code  
AA216-01) 4930 Page Rd. Durham, NC 27711

An electronic copy should also be sent to the EPA Project Officer. Included with the annual FFR must be an analysis of the recipient's recurrent and non-recurrent expenditures. If such analysis is unavailable for the current period, as authorized by the statutory authority, the recipient may provide such totals for the prior year.

**Quality Management Plan (QMP) Term and Condition:**

In accordance with 2 CFR 1500.11, the recipient shall continue to implement and adhere to the Quality Management Plan (QMP) submitted to EPA. The QMP should be updated every 5 years or as necessary based on the EPA QA/R-2: EPA Requirements for Quality Management Plans. This quality assurance requirement applies to all grants, cooperative agreements, contracts and interagency agreements that involve the use of environmental data.

If not included under the approved QMP, a stand-alone Quality Assurance Project Plan (QAPP) is required for those projects/activities that result in the collection, production and/or use of environmental information, metrics or data. The recipient agrees to ensure that an approved site specific QAPP is completed for each project. No environmental data collection, production, or use may occur until the QAPP is reviewed and approved by the EPA Technical Project Officer and Quality Assurance Regional Manager or through an authorized delegation under an EPA approved recipient QMP based on procedures documented in the QMP. A copy of the approved QAPPs must be retained with the recipient's official records for this agreement.

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
\_\_\_\_\_  
Director, Metro Public Health Department

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Chair, Board of Health

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:  
  
\_\_\_\_\_  
Director, Department of Finance

6/1/2020

\_\_\_\_\_  
Date


APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:  
  
\_\_\_\_\_  
Director of Risk Management Services

6/1/2020

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:  
  
\_\_\_\_\_  
Metropolitan Attorney

6/1/2020

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Metropolitan Mayor

JUN 17 2020

\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Metropolitan Clerk RS2020-378

6-17-20

\_\_\_\_\_  
Date

Resolution No. RS2020 - 187

A resolution accepting a grant from the United States Environmental Protection Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee.

WHEREAS, the United States Environmental Protection Agency has awarded a grant in an amount not to exceed \$75,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted; and,

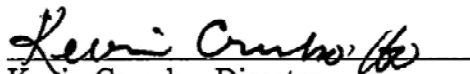
NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the United States Environmental Protection Agency in an amount not to exceed \$75,000.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

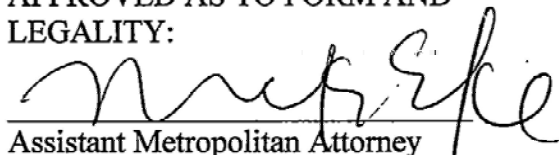
Section 2. That the amount of this grant is to be appropriated to the Department of Health based on revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

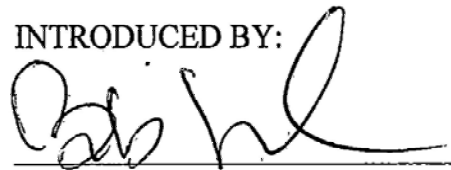
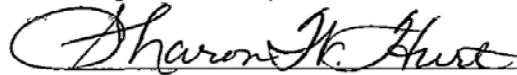
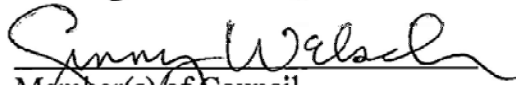
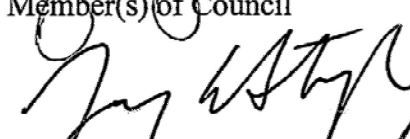
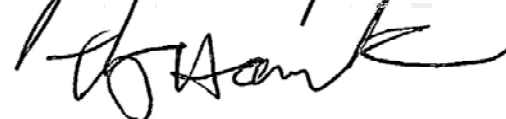
APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

  
Assistant Metropolitan Attorney

INTRODUCED BY:

  
  
  
Member(s) of Council  
  


	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>		GRANT NUMBER (FAIN): 00408120		DATE OF AWARD
			MODIFICATION NUMBER: 0		12/30/2019
			PROGRAM CODE: A		MAILING DATE
			TYPE OF ACTION		01/06/2020
			New		
			PAYMENT METHOD:		ACH#
			ASAP		40377
RECIPIENT TYPE:			Send Payment Request to:		
County			Research Triangle Park Finance Center		
RECIPIENT:			PAYEE:		
Metropolitan Gov't of Nashville & Davidson County 311 23rd Ave., N. Nashville, TN 37203 EIN: 62-0694743			Metropolitan Government of Nashville & Davidson County 311 23rd Ave., N. Nashville, TN 37203		
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
John Finke 311 23rd Ave., N. Nashville, TN 37203 E-Mail: john.finke@nashville.gov Phone: 615-340-5653		Gwendolyn Graf 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: graf.gwendolyn@epa.gov Phone: 404-562-9289		Latoria Davis Grants and Audit Management Section E-Mail: davis.latoria@epa.gov Phone: 404-562-9782	
PROJECT TITLE AND DESCRIPTION					
Air Pollution Control Program Support					
This action provides partial funding in the amount of \$75,000 to the Metropolitan Government of Nashville, Tennessee to implement air pollution control programs that improve and maintain the public's air quality.					
BUDGET PERIOD		PROJECT PERIOD		TOTAL BUDGET PERIOD COST	
10/01/2019 - 09/30/2021		10/01/2019 - 09/30/2021		\$1,470,296.00	
				TOTAL PROJECT PERIOD COST	
				\$1,470,296.00	
<b>NOTICE OF AWARD</b>					
Based on your Application dated 07/25/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$75,000. EPA agrees to cost-share 60.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$75,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Air and Radiation Division 61 Forsyth Street Atlanta, GA 30303-8960		
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
Digital signature applied by EPA Award Official Keva R. Lloyd - Grants Management Officer					DATE
					12/30/2019

## EPA Funding Information

A - 00408120 - 0, Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 75,000	\$ 75,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$	\$ 0
State Contribution	\$	\$ 0	\$ 0
Local Contribution	\$	\$ 588,118	\$ 588,118
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 663,118	\$ 663,118

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.001 - Air Pollution Control Program Support	Clean Air Act: Sec. 105	2 CFR 200 2 CFR 1500 40 CFR 33 and 40 CFR 35 Subpart A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2004VW0041	20	E1	04V8	000A04	4112			75,000
									75,000

Budget Summary Page: A00408120

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$885,056
2. Fringe Benefits	\$314,000
3. Travel	\$16,000
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6. Contractual	\$0
7. Construction	\$0
8. Other	\$28,400
9. Total Direct Charges	\$1,313,724
10. Indirect Costs: <u>13.05%</u> Base <u>Salary+Fringe</u>	\$156,572
11. Total (Share: Recipient <u>40.00 %</u> Federal <u>60.00 %</u> .)	\$1,470,296
12. Total Approved Assistance Amount	\$882,178
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$75,000
15. Total EPA Amount Awarded To Date	\$75,000

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2019-or-later>

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions>.

### **GRANT-SPECIFIC ADMINISTRATIVE CONDITIONS**

#### **A. CORRESPONDENCE CONDITION**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov)
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[R4epagrantsmbewbereporting@epa.gov](mailto:R4epagrantsmbewbereporting@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications:

Latoria Davis-Reed/Grants Specialist  
[davis.latoria@epa.gov](mailto:davis.latoria@epa.gov)  
404-562-9782

Gwendolyn Graf/Project Officer  
[Graf.Gwendolyn@epa.gov](mailto:Graf.Gwendolyn@epa.gov)  
404-562-9289

- Payment requests (if applicable):  
Gwendolyn Graf/Project Officer  
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404-562-9289



- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables:

Gwendolyn Graf /Project Officer  
 Graf.Gwendolyn@epa.gov  
 404-562-9289

## **B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE**

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

## **C. DISADVANTAGED BUSINESS ENTERPRISE (DBEs)**

### **UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

#### **GENERAL COMPLIANCE, 40 CFR, Part 33**

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33 except as described below based upon the associated class deviation.

#### **EPA MBE/WBE CERTIFICATION, 40 CFR, Part 33, Subpart B**

A class exception to the following provisions of Subpart B of 40 CFR Part 33 has been issued suspending the EPA MBE/WBE certification program: §33.204(a)(3) providing that an entity may apply to EPA MBE or WBE certification after unsuccessfully attempting to obtain certification as otherwise described in §33.204; and §33.205 through and including §33.211. The class exception was authorized pursuant to the authority in 2 CFR 1500.3(b).

#### **SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C**

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable



through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

#### **CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302**

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302 (a)-(d) and (i).

#### **BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)**

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

#### **FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D**

A class exception to the entire Subpart D of 40 CFR Part 33 has been authorized pursuant to the authority in 2 CFR 1500.3(b). Notwithstanding Subpart D of 40 CFR Part 33, recipients are not required to negotiate or apply fair share objectives in procurements under assistance agreements.

#### **MBE/WBE REPORTING- SPECIFIC CHANGES PURSUANT TO CLASS DEVIATION, 40 CFR, Part 33, Subpart E**

When required, the recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Grantee Forms Page at <https://www.epa.gov/grants-epa-grantee-forms>.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement

by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just that portion which exceeds \$250,000.

**MBE/WBE reports should be sent to:**

**To:** R4epagrantsmbewhereporting@epa.gov

**and**

**Cc:** davis.latoria@epa.gov

Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502.

### **Programmatic Conditions**

#### **A. Joint Evaluation for FY 2020:**

Participate with EPA in an end of year evaluation of performance to be completed by December 31, 2020. This evaluation will be based on jointly evaluating and reporting progress and accomplishments under the workplan throughout the year. In accordance with 40 CFR 35.115 and the EPA Policy on Managing Unliquidated Obligations and Ensuring Progress under EPA Assistance Agreements, the joint evaluation process will include:

- a) discussions of accomplishments as measured against work plan commitments;
- a) discussions of the cumulative effectiveness of the work performed under all work plan components;
- b) discussions of existing and potential problem areas;
- c) suggestions for improvement, including, where feasible, schedules for making improvements; and
- d) discussions of how effectively grant funds were managed and utilized, taking into account any accumulation of unliquidated obligations.

#### **B. Performance Reporting Requirement:**

In accordance with 2 CFR 200.328, the recipient agrees to submit an annual Section 105 Grant Summary Report electronically to the EPA Administrative Project Officer within 90 days after the reporting period ends on September 30 each year. The report should include the following information: 1) a statement that all workplan commitments and outputs/outcomes under the EPA strategic plan goal(s) and objective(s) have been met; 2) or if commitments are not met, then explain the reasons why the established outputs/outcomes were not

achieved; and 3) any additional pertinent information including, when appropriate, analysis and explanation of unliquidated obligations (e.g., unspent EPA funds), cost overruns or high-unit costs. Additionally, the report must prominently display the three Essential Elements for state and local agency workplans under the CAA Section 105 categorical grant program: 1) Strategic Plan Goal; 2) Strategic Plan Objective; and 3) Workplan Commitments plus time frame. (See <https://www.epa.gov/grants/grants-policy-issuance-11-03-state-grant-workplans-and-progress-reports> for more information). EPA is not requiring a final report for CAA Section 105 grant program in accordance with 2 CFR 300.328(e).

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the grant workplan are known.

**C. EPA Involvement in Cooperative Agreement:**

EPA's role in this agreement will include the review and approval of state implementation plans (SIPs), statewide ambient air monitoring networks and projects, quality assurance procedures, performance audits, and data quality; review and comment to states on new source permits; and consultation on implementation and technical issues related to Clean Air Act requirements such as the maximum achievable control technology (MACT) program, new source performance standards (NSPS) program, emissions inventories development, and risk assessment issues, as needed.

**D. Competency of Organizations Generating Environmental Measurement Data:**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [http://www.epa.gov/fem/lab\\_comp.htm](http://www.epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the EPA project officer for this award.

**E. Geospatial Data Standards:**

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at [www.fgdc.gov](http://www.fgdc.gov).

**F. Minimum Matching Share Requirement:**

This award and the resulting federal funding share of 60 % as shown under "Notice of Award" above is based on estimated costs requested in the recipient's application dated July 25, 2019. While actual total costs may differ than those estimates, the recipient is required to provide no less than 40% of the final total allowable program/project costs (outlays). EPA's

participation shall not exceed the total amount of federal funds awarded or the maximum federal share for this program of 60% of the final total allowable program/project costs.

**G. Cybersecurity Grant Condition for Other Recipients:**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted

the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

  
Interim Director, Metro Public Health Department

1/9/2020  
Date

  
Chair, Board of Health

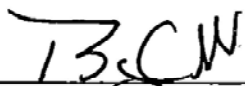
1/9/2020  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

  
Director, Department of Finance


1-16-2020  
Date

APPROVED AS TO RISK AND INSURANCE:

  
Director of Risk Management Services


1/21/20  
Date

APPROVED AS TO FORM AND LEGALITY:

  
Metropolitan Attorney

1/22/20  
Date


FILED:

  
Metropolitan Clerk 252020-187

2/5/20  
Date

**ORIGINAL**2020 JAN 28 AM 10:51  
FILED METROPOLITAN CLERK**METROPOLITAN COUNTY COUNCIL****Resolution No.** RS2020 - 187

*A resolution accepting a grant from the United States Environmental Protection Agency to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, for the ongoing collection of data on ambient air concentrations for fine particulate matter in Nashville, Tennessee.*

*Introduced* FEB 04 2020*Amended* \_\_\_\_\_*Adopted* FEB 04 2020*Approved* FEB 05 2020*By*   
Metropolitan Mayor

Metro Council Office

JAN 23 2020

Time: 7:44 By: VH

# ORIGINAL

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## METROPOLITAN COUNTY COUNCIL

Resolution No. RS2020-378

**Air Pollution 105 2019 -  
2021 Amend. 1**

**A resolution approving  
amendment one to a grant  
from the United States  
Environmental Protection  
Agency to The Metropolitan  
Government of Nashville and  
Davidson County, acting by  
and through the  
Metropolitan Board of  
Health, for the ongoing  
collection of data on  
ambient air concentrations  
for fine particulate matter in  
Nashville, Tennessee.**

11:38 am, Jun 09 2020

FILED METROPOLITAN CLERK

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Introduced JUN 16 2020

Amended \_\_\_\_\_

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Adopted JUN 16 2020

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Approved JUN 17 2020

By   
Metropolitan Mayor

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# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-722, **Version:** 1

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A resolution approving a memorandum of understanding between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, and Vanderbilt University Medical Center to establish emergency worksite Points of Dispensing medication (POD) during a public health emergency for licensed medical employees and other licensed medical professionals specified by the POD with mass prophylaxis for distribution in the event of a public health emergency.

WHEREAS, the Metropolitan Board of Health and Vanderbilt University Medical Center wish to enter into a memorandum of understanding to establish emergency worksite Points of Dispensing medication (POD) during a public health emergency for licensed medical employees and other licensed medical professionals specified by the POD with mass prophylaxis for distribution in the event of a public health emergency; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this memorandum of understanding be approved.

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

Section 1. That the memorandum of understanding by and between Vanderbilt University Medical Center and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to establish emergency worksite Points of Dispensing medication (POD) during a public health emergency for licensed medical employees and other licensed medical professionals specified by the POD with mass prophylaxis for distribution in the event of a public health emergency, a copy of which is attached hereto and incorporated herein, is hereby approved.

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.

### Analysis

This resolution approves a memorandum of understanding (MOU) between the Metro Board of Health and Vanderbilt University Medical Center (VUMC) to provide medical professionals to establish worksite points of dispensing medication during a public health emergency. Metro has had a similar agreement with VUMC for a number of years whereby VUMC agrees to distribute antibiotics, vaccines, and antivirals (mass prophylaxis) in the event of a public health emergency to help prevent individuals exposed to a biological, chemical, or radiological agent from becoming ill. Metro also has similar agreements with other facilities to serve as distribution sites.

Under this MOU, the Health Department agrees to be responsible for obtaining the mass prophylaxis from the state and delivering it to Vanderbilt during a public health emergency. Vanderbilt agrees to distribute the medication at no cost to Metro and will maintain records of those who receive the prophylaxis. The term of this MOU commenced December 1, 2020, and is to extend for a five year period.



## **MEMORANDUM OF UNDERSTANDING**

**Between**

**The Metropolitan Government of Nashville and Davidson County**

**Acting By and Through**

**The Metropolitan Board of Health**

**And**

**Vanderbilt University Medical Center (POD)**

This Memorandum of Understanding ("MOU") is entered into this 12th day of November 2020, by and between the **Metropolitan Government of Nashville and Davidson County, Tennessee, by and through the Metropolitan Public Health Department ("MPHD")** and the **Vanderbilt University Medical Center** POD.

**WHEREAS**, the Metropolitan Government of Nashville and Davidson County ("Metro"), acting by and through the Metro Public Health Department ("MPHD"), seeks to establish emergency worksite Points of Dispensing medication ("POD") during a public health emergency, which would include providing licensed medical employees, other licensed medical professionals and staff specified by the POD with mass prophylaxis for distribution in the event of a public health emergency;

**WHEREAS**, MPHD seeks to establish contracts with collaborative partners to provide POD services;

**WHEREAS**, such contracts should be entered into prior to a public health emergency; and,

**WHEREAS**, POD desires to enter into a contract with Metro.

**NOW THEREFORE**, MPHD and POD agree to the terms, conditions, and responsibilities expressed in this agreement:

### **1. DEFINITIONS**

**Public Health Emergency:** refers to any event, natural or manmade, that requires immediate public health intervention.

**Mass prophylaxis:** refers to the administration of health intervention measures designed to preserve health and to prevent the spread of disease to large numbers of the population. These can be but are not limited to antibiotics, vaccines, and antivirals.

**Employees:** refers to the staff employed by a POD or any affiliate thereof.

**Licensed Medical Personnel:** Licensed individuals in the state of Tennessee that have an active and in good standing license to practice from one of the following health related boards: Nursing, Physician Assistant, and Medical Examiners.

**Worksite POD:** Business or other organization agreeing to assist MPHD in the distribution of mass prophylaxis.

**Strategic National Stockpile:** A stockpile of medications, medical devices and supplies for life-saving care to provide for the emergency health security of the United States and its territories.

## **2. DUTIES AND RESPONSIBILITIES OF MPHD**

During a public health emergency requiring rapid dispensing of medications or vaccinations within the community, the MPHD will assume the primary responsibility for the receipt, repackaging, and distribution of the emergency medical materials within Nashville/Davidson County.

Specifically, MPHD will:

- a. Manage supplies designated for Nashville/Davidson County from the Strategic National Stockpile (SNS) which is under the control and direction of the Tennessee Department of Health.
- b. Provide initial pre-determined amounts of mass prophylaxis and supplies based on POD count for pick up at the MPHD designated site to meet the needs of their employees and others specified by the POD.
- c. Provide pre-event planning, training and technical assistance, including but not limited to planning templates, facts sheets, required forms, dispensing algorithms, etc.
- d. Provide POD with a primary and secondary point of contact.
- e. Provide POD opportunity to update the facility profile information as needed.

## **3. DUTIES AND RESPONSIBILITIES OF POD**

During a public health emergency requiring rapid dispensing of mass prophylaxis within the community, the POD will assume the primary responsibility for picking up emergency medical materials from MPHD. Specifically, the POD will:

- a. Distribute mass prophylaxes to employees and others specified by the POD, at a site chosen by the POD during a public health emergency.

- b. Attend MPHD planning and training meetings and cooperate in training POD's employees to understand the contraindications, precautions, and administration of mass prophylaxis according to established protocol.
- c. Provide and maintain an agency **Primary Contact and Secondary Contact** responsible for planning and overall operation of the POD Mass Prophylaxis Plan.
- d. Provide and maintain a **Transportation Contact and backup** to coordinate the pickup of mass prophylaxis at the MPHD designated site.
- e. Provide and maintain a **Medical Contact and backup** that will organize, coordinate, and oversee mass prophylaxis at the POD site. This person will train all medication dispensers on the use of the required forms for mass prophylaxis.
- f. Document inventory of mass prophylaxis received and dispensed and return all unused portions of supplies and mass prophylaxis to MPHD within one week of the request to do so or as soon as feasible.
- g. Provide, to the MPHD, a record of those who received mass prophylaxis within one week of the request to do so or as soon as feasible.
- h. Submit copy of POD plan upon its completion to the MPHD and shall provide any updates to this plan at least annually.
- i. Complete health screening forms prior to mass prophylaxing and distribute education information using the forms, handouts, and other material provided by MPHD.
- j. Provide mass prophylaxis per established medical protocols/algorithms under the supervision of licensed medical personnel unless otherwise allowed by Executive Order of the Governor of the State of Tennessee.
- k. Provide to MPHD the POD employee residential zip codes of those who plan to receive mass prophylaxis from the POD.
- l. Complete and submit a facility profile form to MPHD with the number of patients and/or employees and their family members to receive prophylaxis as needed.

#### **4. TERM**

The term of this MOU will commence on December 1, 2020 and continue for sixty (60) months, unless otherwise terminated in accordance with the MOU.

## **5. COMPENSATION**

There will be no charge or fees under this MOU by the POD for the performance of duties in Section 3.

## **6. CONFIDENTIALITY**

Strict standards of confidentiality of records including, but not limited to, patient medical records and other similar records shall be maintained in accordance with the law. All material and information regardless of form, medium or method of communication provided to the POD by Metro or acquired by the POD on behalf of Metro whether verbal, written, magnetic tape, cards, or otherwise shall be regarded as confidential information in accordance with the provisions of state and federal law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the POD to safeguard the confidentiality of such material or information in conformance with state and federal law and ethical standards.

The POD will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of Metro's information as the POD exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The POD's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the POD of this Agreement; previously possessed by the POD without written obligations to Metro to protect it; acquired by the POD without written restrictions against disclosure from a third party which, to the POD's knowledge, is free to disclose the information; independently developed by the POD without the use of Metro's information; or, disclosed by Metro to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Agreement.

## **7. HIPAA COMPLIANCE**

Metro and the POD shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.

- a. The POD warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement.
- b. The POD warrants that it will cooperate with Metro, including cooperation and coordination with Metro privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of this Agreement so that both parties will be in compliance with HIPAA.
- c. Metro and the POD will sign documents, including but not limited to Business Associate agreements, as required by HIPAA and that are reasonably necessary to keep Metro and the POD in compliance with HIPAA. This provision shall not apply if information received by the POD from Metro under this Agreement is not "protected health information" as defined by HIPAA, or if HIPAA permits the POD and Metro to receive such information without entering into a Business Associate agreement or signing another such document.

## **8. BREACH**

Should either party fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the material terms of this Agreement, the non-breaching party shall have the right to immediately terminate the Agreement, subject to the cure provisions of this paragraph. Such termination shall not relieve POD of any liability to Metro for damages sustained by virtue of any breach by POD. Should the non-breaching party determine that the breaching party has failed to fulfill in a timely and proper manner its obligations under this Agreement or any of the material terms of this Agreement, the non-breaching party shall provide the breaching party written notice of all alleged deficiencies in such breaching party's performance and allow the breaching party sixty (60) days to cure said alleged deficiencies.

## **9. TERMINATION**

This MOU can be terminated within thirty (30) days by either Party by providing written notice to the other Party.

## **10. INSURANCE**

During the term of this MOU, POD shall, at its sole expense, obtain and maintain in full force and effect for the duration of this MOU, including any extension, the types and amounts of insurance identified below. Proof of insurance shall be demonstrated to MPHD upon request. All insurance provided POD shall be provided through a program of self-insurance.

**a. General Liability Insurance**

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

**b. Professional Liability Insurance (if applicable)**

In the amount of two million (\$2,000,000.00) dollars (if vendor will be administering injectable medicines).

**c. Cyber Liability Insurance (if applicable)**

In the amount of one million (\$1,000,000.00) dollars per occurrence (if vendor will be electronically mailing medical information).

**d. Automobile Liability Insurance (if applicable)**

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries).

**e. Worker's Compensation Insurance (if applicable)**

Within statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

- f. METRO is a metropolitan form of government as set out under the Governmental Tort Liability Act in TCA 29-20-101 et seq., and as such has its liability limits defined by law. The Metropolitan Government of Nashville and Davidson County carries no insurance; however, it is self-insured in an adequately funded self-insurance program, up to the limits as set out in the statute. This self-insurance is for the benefit of the Metropolitan Government only and provides no indemnification for any other entity whosoever.

## **11. METRO LIABILITY**

MPHD will have no liability except as specifically provided in this MOU.

## **12. INDEMNIFICATION AND HOLD HARMLESS**

POD shall indemnify and hold harmless Metro, its officers, agents and employees from:

- a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent acts or omissions of POD, its officers, employees and/or agents, including its sub or independent PODs, in connection with the performance of the Agreement and,



- b. Any claims, damages, penalties, costs and attorney fees arising from any failure of POD, its officers, employees and/or agents, including it sub or independent PODs, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- c. Metro will not indemnify, defend or hold harmless in any fashion the POD from any claims arising from any failure, regardless of any language in any attachment or other document that the POD may provide.

### **13. INDEPENDENT CONTRACTOR**

Nothing herein will in any way be construed or intended to create a partnership or joint venture between POD and MPHD or to create the relationship of principal and agent between or among POD and MPHD. POD must not hold itself out in a manner contrary to the terms of this paragraph. MPHD will not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.

### **14. TAXES**

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

### **15. AMENDING OR MODIFYING CONTRACT**

This MOU may be modified only by written amendment executed by all parties and their signatories.

### **16. PARTNERSHIP/ JOINT VENTURE**

This MOU shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party to the terms of this MOU.

### **17. WAIVER**

No waiver of any provision of this MOU shall affect the right of any party to enforce such provisions or to exercise any right or remedy available to it.

### **18. NONDISCRIMINATION**

POD hereby agrees, warrants, and assures that no person will be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this MOU or in the employment practices of POD on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification which is in violation of applicable laws.

#### **19. COMPLIANCE WITH LAWS.**

POD agrees to comply with all applicable federal, state, and local laws and regulations.

#### **20. ASSIGNMENT-CONSENT REQUIRED**

The provisions of this MOU shall inure to the benefit of and shall be binding upon the respective successors and assignees of the Parties hereto. Neither this MOU nor any rights or obligations of POD hereunder shall be assigned or transferred in whole or in part without the prior written consent of MPHD. Any assignment or transfer shall not release POD from its obligations hereunder.

#### **21. NOTICE**

All notice to MPHD shall be mailed or hand delivered to:

Metro Public Health Department  
Director's Office  
2500 Charlotte Avenue, Nashville, TN 37209

All notices to POD shall be mailed or hand delivered to:

James C Fitzgerald (Chad)  
Chief Regulatory Officer, Vice President of Health System Emergency Operations  
2135 Blakemore Ave.  
Nashville, TN 37212-3505

And a copy to: Director, Office of Contracts Management

Vanderbilt University Medical Center  
3319 West End Avenue, Suite 100  
Nashville, TN 37203  
Email: research.contracts@vumc.org

#### **22. CONTINGENT FEES**

POD hereby represents that POD has not been retained by nor retained any persons to solicit or secured a Metropolitan Government Agreement 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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

### **23. ANTI-KICKBACK**

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, 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 the Agreement or subcontract or to any solicitation or proposal therefor. 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 satellite POD under the Agreement to the prime POD or higher tier satellite POD 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 Agreement, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a POD or satellite POD under Metropolitan Government Agreements.

### **24. LOBBYING**

The POD certifies, to the best of its knowledge and belief, that:

- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the POD, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Agreement, the making of any federal agreement, the making of any federal loan, and entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, agreement, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this agreement, loan, or cooperative agreement, the POD shall

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The POD shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub agreements, sub agreements, and Agreements under agreements, loans, and cooperative agreements) and that all sub recipients of federally appropriated funds shall certify and disclose accordingly.

## **25. ATTORNEY FEES**

POD agrees that, in the event either party deems it necessary to take legal action to enforce any provision of the Agreement, and in the event Metro prevails, POD shall pay all expenses of such action including Metro's attorney fees and costs at all stages of the litigation.

## **26. ENTIRE AGREEMENT**

This MOU sets forth the entire agreement between the Parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the Parties.

## **27. FORCE MAJEURE**

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligations or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, 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.

## **28. GOVERNING LAW**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that POD may provide.

## **29. VENUE**

Any action between the Parties arising from this MOU shall be maintained in the courts of Davidson County, TN.

## **30. SEVERABILITY**

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

### **31. HEADINGS**

Section headings are for reference purposes only and will not be construed as part of this MOU.

### **32. EFFECTIVE DATE**

This contract will not be binding upon the parties until it has been signed first by POD and then by the authorized representatives of the Metropolitan Government.

[Remainder of Page Intentionally Left Blank]  
[Signature Page to Follow]

Read & Acknowledged by:

  
James C. Fitzgerald (Chad)

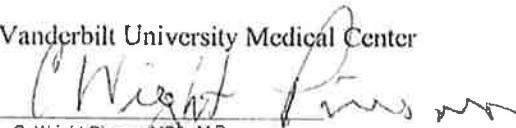
Chief Regulatory Officer, Vice President of Health System Emergency Operations

Date: 11/11/21

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

POD: Vanderbilt University Medical Center

By:

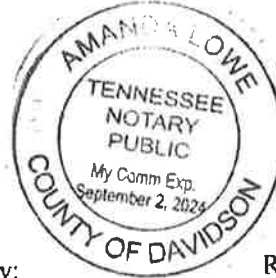
  
C. Wright Pinson, MBA, M.D.  
Deputy Chief Executive Officer  
Chief Health System Officer

Sworn to and subscribed to before me, a Notary Public this 7th day of December, 2020, by C. Wright Pinson, the Deputy CEO of Contractor and duly authorized to execute this instrument on Contractor's behalf.

Notary Public:



My Commission Expires: September 2, 2024



APPROVED FOR Vanderbilt University Medical Center by:

Reviewed by OCM

*Billie Odom*

C. Wright Pinson, M.B.A., M.D.

Deputy CEO; Chief Health System Officer

Date:

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

**RECOMMENDED BY:**

DocuSigned by:  
*Tina Lester*  
5EE81558A0D0403  
\_\_\_\_\_  
Director, Metro Public Health Department

\_\_\_\_\_  
Date

**APPROVED BY:**

DocuSigned by:  
*Alex Jahanvir*  
75073F19A08A40E  
\_\_\_\_\_  
Chair, Board of Health

\_\_\_\_\_  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
*Kevin Crumboltz*  
8ACD257089E14E9  
\_\_\_\_\_  
Director, Department of Finance

DS  
*RW*

DS  
*TE*

\_\_\_\_\_  
Date

**APPROVED AS TO RISK AND INSURANCE:**

DocuSigned by:  
*Balogun Cobb*  
68804DF12FD741C  
\_\_\_\_\_  
Director of Risk Management Services

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGALITY:**


*Matt Smith*  
\_\_\_\_\_  
Metropolitan Attorney

\_\_\_\_\_  
Date

**FILED:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

Certificate of Insurance					Issue Date: 7/1/20	
Producer		Self Insurance Vanderbilt University Medical Center c/o Risk and Insurance Management 2525 West End Avenue, Suite 700 Nashville, TN 37203			This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.	
Insured		Vanderbilt University Medical Center 2525 West End Avenue, Suite 700 Nashville, TN 37203			<b>COMPANIES AFFORDING COVERAGE</b> Company Letter A Vanderbilt Self Insured Trust Company Letter B Vanderbilt Self Insured Workers Compensation Company Letter C Company Letter D	
<b>Coverages</b>						
This is to certify that 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 are subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims						
Co Ltr.	Type of Insurance	Policy Number	Policy Effective Date	Policy Expiration Date	Limits	
A	<input checked="" type="checkbox"/> General Liability	Self-Insured Trust #38	07/01/2020	07/01/2021	General Aggregate	\$5,000,000
	<input type="checkbox"/> Commercial General Liability				Products-Comp/Op Aggr	\$5,000,000
	<input type="checkbox"/> Claims Made				Personal & Adv. Injury	\$2,000,000
	<input checked="" type="checkbox"/> Occurrence				Each Occurrence	\$2,000,000
	<input type="checkbox"/> Owner's & Contractor's Prot.				Med. Exp. (Any one person)	\$5,000
	<input type="checkbox"/>				Combined Single Limit	
	<input type="checkbox"/> Automobile Liability				Bodily Injury (Per person)	
	<input type="checkbox"/> Any Auto				Bodily Injury (Per accident)	
	<input type="checkbox"/> All Owned Autos				Property Damage	
	<input type="checkbox"/> Scheduled Autos					
	<input type="checkbox"/> Hired Autos					
	<input type="checkbox"/> Excess Liability				Each Occurrence	
	<input type="checkbox"/> Umbrella Form				Aggregate	
	<input type="checkbox"/> Other than Umbrella Form					
B	<input checked="" type="checkbox"/> Workers' Compensation and Employers' Liability	Self-Insured	07/01/2020	07/01/2021	Statutory Limits	x
					Employers Liability Per occurrence	\$100,000
A	<input checked="" type="checkbox"/> Other Professional Liability	Self-Insured Trust #38	07/01/2020	07/01/2021	\$2,000,000 per Occurrence \$5,000,000 per Aggregate	
Description of Operations/Locations/Vehicles/Special Items Evidence of coverage						
Certificate Holder			Cancellation			
Evidence of coverage			Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. Authorized Representative 			





# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
 07/08/2020

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

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

<b>PRODUCER</b> Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com														
<b>INSURED</b> Vanderbilt University Medical Center 2525 West End Ave., Ste. 700 Nashville, TN 37203	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's Syndicate 2623 (Beazley Furlong Li</td> <td>C2166</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Lloyd's Syndicate 2623 (Beazley Furlong Li	C2166														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** W1261552

**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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A			PER STATUTE    OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability (Primary)			W1E5ED200401	07/01/2020	07/01/2021	Each Claim \$10,000,000 Aggregate \$10,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

**CERTIFICATE HOLDER**
**CANCELLATION**

Evidence of Coverage	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 
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ACORD 25 (2016/03)

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SR ID: 19846752

BATCH: 1740277



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-723, Version: 1**

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A resolution accepting a grant from the State of Tennessee, Department of Health, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance.

WHEREAS, the State of Tennessee, Department of Health, has awarded a grant in an amount not to exceed \$1,077,700.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

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

Section 1. That the grant by and between the State of Tennessee, Department of Health, in an amount not to exceed \$1,077,700.00 to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis and treatment, and surveillance, a copy of which grant is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Board of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution approves the renewal of a grant in the amount of \$1,077,700 from the Tennessee Department of Health to the Metropolitan Board of Health to implement and coordinate activities and services related to HIV/AIDS/STD and Viral Hepatitis prevention, testing, diagnosis, treatment, and surveillance. This is an annual federal pass-through grant that pays the salaries of the Health Department employees who provide these services. No local cash match will be required. The term of this grant is from January 1, 2021 through December 31, 2022. A total of \$538,850 would be granted in each of the two fiscal years affected, FY21 and FY22.

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/02/21

☒ Resolution ☐ Ordinance

Contact/Prepared By: Brad Thompson

Date Prepared: 12/15/20

Title (Caption): HIV Prevention Services 21-22 - This Tennessee Department of Health grant provides funds to implement and coordinate activities and

services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to,

the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.

January 21 - December 21

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Health Requested By: Health

Affected Department(s): Health Affected Council District(s): all

## Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ 1,077,700.00

Funding Source: Capital Improvement Budget  
Capital Outlay Notes  
Departmental/Agency Budget  
Funds to Metro  
General Obligation Bonds  
Grant  
Increased Revenue Sources

Match: \$ \_\_\_\_\_

Judgments and Losses  
Local Government Investment Project  
Revenue Bonds  
Self-Insured Liability  
Solid Waste Reserve  
Unappropriated Fund Balance  
4% Fund  
Other: \_\_\_\_\_

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHN WILSON

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

## GRANT SUMMARY SHEET

**Grant** HIV-AIDS Prevention, Surveillance, STD, Rapid Testing and Viral Hepatitis 21-21

**Department:** HEALTH DEPARTMENT

**Grantor:** U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES

**Pass-Through Grantor** TENN. DEPT. OF HEALTH

**Total Award this** \$1,077,700.00

**Cash Match** \$0.00

**Department** Brad Thompson  
340-0407

**Status** CONTINUATION

### **Program Description:**

The Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.

### **Plan for continuation of services upon**

Services would be discontinued.

## Grants Tracking Form

## Part One

Pre-Application		Application		Award Acceptance		Contract Amendment	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	HIV-AIDS Prevention, Surveillance, STD, Rapid Testing and Viral Hepatitis 21-21						
Grantor:	U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES					Other:	
Grant Period From:	01/01/21	(applications only) Anticipated Application Date:					
Grant Period To:	12/31/21	(applications only) Application Deadline:					
Funding Type:	FED PASS THRU	Multi-Department Grant <input type="checkbox"/>					If yes, list below.
Pass-Thru:	TENN. DEPT. OF HEALTH	Outside Consultant Project: <input type="checkbox"/>					
Award Type:	FORMULA	Total Award:					\$1,077,700.00
Status:	CONTINUATION	Metro Cash Match:					\$0.00
Metro Category:	Est. Prior.	Metro In-Kind Match:					\$0.00
CFDA #	93.940, 93.977	Is Council approval required?					<input checked="" type="checkbox"/>
Project Description:	Applic. Submitted Electronically?					<input type="checkbox"/>	
<p>The Tennessee Department of Health grant provides funds to implement and coordinate activities and services related to HIV/AIDS/STD prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.</p>							
<p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>Services would be discontinued.</p>							
<p>How is Match Determined?</p> <p>Fixed Amount of \$ <input type="text"/> or <input type="text"/> % of Grant <input type="text"/> Other: <input type="checkbox"/></p> <p>Explanation for "Other" means of determining match: <input type="text"/></p>							
<p>For this Metro FY, how much of the required local Metro cash match:</p> <p>Is already in department budget? <input type="text"/></p> <p>Is not budgeted? <input type="text"/></p> <p>(Indicate Match Amount &amp; Source for Remaining Grant Years in Budget Below)</p> <p>Other: <input type="text"/></p> <p>Number of FTEs the grant will fund: 15.40 Actual number of positions added: 0.00</p> <p>Departmental Indirect Cost Rate 22.91% Indirect Cost of Grant to Metro: \$246,901.07</p> <p>*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No % Allow. 3.18% Ind. Cost Requested from Grantor: \$34,300.00 in budget</p> <p>*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)</p> <p>Draw down allowable? <input type="checkbox"/></p> <p>Metro or Community-based Partners: <input type="text"/></p>							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21	\$448,250.00	\$90,600.00		\$0.00			\$538,850.00	\$123,450.54	\$17,150.00
Yr 2	FY22	\$448,250.00	\$90,600.00		\$0.00			\$538,850.00	\$123,450.54	\$17,150.00
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$896,500.00	\$181,200.00	\$0.00	\$0.00		\$0.00	\$1,077,700.00	\$246,901.07	\$34,300.00
Date Awarded:				01/04/21	Tot. Awarded:		\$1,077,700.00	Contract#:		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					



Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5159

GCP Rec'd  
01/05/21

GCP Approved  
01/05/21

VW

 <b>GOVERNMENTAL GRANT CONTRACT</b> (cost reimbursement grant contract with a federal or Tennessee local governmental entity or their agents and instrumentalities)					
<b>Begin Date</b> January 1, 2021		<b>End Date</b> December 31, 2021		<b>Agency Tracking #</b> 34349-47421	<b>Edison ID</b>
<b>Grantee Legal Entity Name</b> Metropolitan Government of Nashville and Davidson County					<b>Edison Vendor ID</b> 4
<b>Subrecipient or Recipient</b> <input checked="" type="checkbox"/> Subrecipient <input type="checkbox"/> Recipient		<b>CFDA # 93.940, 93.977</b>  <b>Grantee's fiscal year end June 30</b>			
<b>Service Caption (one line only)</b> HIV Prevention Services					
<b>Funding —</b>					
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Grant Contract Amount</b>
2021	\$90,600	\$448,250			\$538,850
2022	\$90,600	\$448,250			\$538,850
<b>TOTAL:</b>	<b>\$181,200</b>	<b>\$896,500</b>			<b>\$1,077,700</b>
<b>Grantee Selection Process Summary</b>					
<input type="checkbox"/> Competitive Selection					
<input checked="" type="checkbox"/> Non-competitive Selection		The metro health department is a governmental entity that has been determined to be capable and willing to provide HIV/STI prevention, surveillance, and testing services to clients. The terms of the grant as well as the grant budget were negotiated taking into consideration the grantee's training, experience, quality of services provided, location of the grantee in relation to clients, willingness to serve departmental clients and willingness to accept departmental reimbursement rates			
<b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.  			<b>CPO USE - GG</b>		
<b>Speed Chart (optional)</b> HL00006849		<b>Account Code (optional)</b> 71301000			

**GRANT CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF HEALTH  
AND  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

This grant contract ("Grant Contract"), by and between the State of Tennessee, Department of Health, hereinafter referred to as the "State" or the "Grantor State Agency" and Grantee Metropolitan Government of Nashville and Davidson County, hereinafter referred to as the "Grantee," is for the provision of HIV/STD Prevention and Surveillance services, as further defined in the "SCOPE OF SERVICES AND DELIVERABLES."

Grantee Edison Vendor ID # 4

**A. SCOPE OF SERVICES AND DELIVERABLES:**

A.1. The Grantee shall provide the scope of services and deliverables ("Scope") as required, described, and detailed in this Grant Contract.

A.2. Service Definitions.

- a. Centers for Disease Control and Prevention (CDC) - a division of the U.S. Department of Health and Human Services.
- b. Community Based Organizations (CBOs) - a public or private nonprofit (including a church or religious entity) that serves a significant segment of a community, and is engaged in meeting health and community needs.
- c. Disease Intervention Services – activities designed to prevent the spread of disease and the development of complications.
- d. Disease Intervention Specialist – a health professional trained to prevent disease transmission of non-treatable sexually transmitted infections (STIs), including HIV, and ensure that all people who currently have or have been exposed to a treatable STI are promptly examined and adequately treated.
- e. Enhanced HIV/AIDS Reporting System (eHARS) – a computer application for collecting, storing, and retrieving the data the CDC has identified as necessary to monitor the HIV epidemic and evaluate HIV prevention policies and programs
- f. Expedited Partner Therapy (EPT) – the clinical practice of treating the sex partners of patients diagnosed with chlamydia by providing prescriptions or medications to the patient to take to his/her partner without the health care provider first examining the partner, according to Tenn. R. & Regs. 0880-02-.14.
- g. False Positives – those tests that give HIV positive test results that are then proven false by additional HIV Testing.
- h. HIV Surveillance and Epidemiology Program – program within the HIV/STD/Viral Hepatitis Section of Tennessee Department of Health ("TDH"), responsible for collecting, analyzing, and disseminating data on people newly diagnosed or living with HIV infection in Tennessee.
- i. HIV Testing – test devices or kits cleared by the U.S. Food and Drug Administration (FDA) that are determined to meet the criteria for waiver under Clinical Laboratory Improvement Amendments (CLIA) of 1988, 42 U.S.C. 263a, PL100-578 (1988). They are

simple, single-use, disposable devices, using minimal reagents, that can provide results in less than sixty (60) minutes and are designed for use with unprocessed specimens (whole blood or oral fluid specimens).

- j. HIV Transmission Clusters - A group of HIV-infected persons (diagnosed and undiagnosed) who have a direct or indirect epidemiological connection related to HIV transmission. An HIV Transmission Cluster can be detected through multiple mechanisms, including analysis of molecular HIV surveillance data or case surveillance data.
- k. Medical Case Manager (MCM) – an individual who is responsible for supporting a range of patient centered activities focused on improving access, adherence, and health outcomes in support of the PrEP care continuum.
- l. MSM – men who have sex with men.
- m. National Electronic Disease Surveillance System Base System (NBS) – a database designed for the management, surveillance, and reporting of communicable diseases, including viral hepatitis. Partner services documentation will be added to NBS effective fall 2020.
- n. Patient Reporting Investigating Surveillance Manager (PRISM) – an application designed for the management, surveillance, and reporting of sexually transmitted diseases. Use of PRISM will transition to NBS effective fall 2020 and thereafter will be used for historical purposes only.
- o. Patient Tracking Billing Management Information System (PTBMIS) – a statewide database combined for all services provided by the Tennessee Department of Health. The PTBMIS has modules for patient registration, collection of financial information, tracking of services, and maintaining medical records.
- p. Perinatal HIV Transmission – transmission of HIV from mother to baby that occurs during the perinatal period, immediately before and after birth.
- q. Personally Identifiable Information (PII) – any information about an individual maintained by an agency, including information that can be used to distinguish or trace an individual's identity, such as name, Social Security Number, date and place of birth, mother's maiden name, or biometric records, and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.
- r. Pre-Exposure Prophylaxis (PrEP) - the prevention or control of the spread of HIV for HIV negative patients through the use of a daily one-pill medication.
- s. PrEP Provider– a licensed/registered physician, physicians' assistant, or nurse practitioner who supports the provision of professional, diagnostic, and therapeutic services related to the delivery of PrEP, consistent with the guidelines outlined in the CDC PrEP Clinical Practice Guidelines.
- t. Protected Health Information (PHI) – information, including demographic information, which relates to an individual's past, present, or future physical or mental health or condition; the provision of health care to the individual; or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual. PHI includes common identifiers (e.g., name, address, birth date, Social Security Number) when they can be associated with the health information listed above.



- u. Rapid Testing – an easy-to-perform, point-of-care investigation for detecting HIV-1 and HIV-2 antibodies to HIV, the result of which is provided at the same setting of the consultation. The test result is normally available within twenty (20) minutes.
  - v. Research Electronic Data Capture (REDCap) -- a secure web application for building and managing online surveys and databases.
  - w. Resistant Gonorrhea – multidrug- and cephalosporin-resistant gonorrhea.
  - x. Safety Net Provider – provides healthcare to low-income, uninsured, and underinsured populations.
  - y. Sexually Transmitted Infection (STI) - the group of infections that are predominantly transmitted through sexual activity. Reportable STIs to the Tennessee Department of Health are gonorrhea, chlamydia, HIV, hepatitis, and syphilis.
- A.3. Service Goals. The goal of HIV/STD/Viral Hepatitis Prevention services is to implement and coordinate activities and services related to HIV/STI prevention, testing, diagnosis and treatment, and surveillance, including, but not limited to, the provision of medical and support services in accordance with HIV biomedical prevention standards consistent with the CDC HIV PrEP Clinical Practice Guidelines.
- A.4. Service Recipients. Individuals seeking services provided by the Grantee who are at risk for HIV or who are infected with one (1) or more STIs. In addition to patients who are referred from the Grantee STI Clinic, service recipients also include those referred from community based organizations after initial evaluation for PrEP, prioritizing low income and uninsured patients.
- A.5. Service Description. The Grantee shall use the grant funds to implement and coordinate activities related to HIV/AIDS/STI prevention, testing, diagnosis and treatment, surveillance, and PrEP as follows:
- a. HIV Prevention Services
    - (1) HIV Testing Services
      - i. The Grantee shall follow the TDH HIV Testing Guidelines, published by the TDH STI and HIV Prevention Programs, (a copy of which has been provided to the Grantee and is maintained at: [https://www.tn.gov/content/dam/tn/health/program-areas/std/STD\\_Program\\_Manual\\_2016\\_Final.pdf](https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf) regarding the use of serologic/oral fluid/rapid HIV Testing and applicable disease reporting statutes.
      - ii. The Grantee shall provide HIV Testing services in correction settings to at least eight thousand (8,000) incarcerated individuals.
      - iii. The Grantee shall ensure all individuals who provide HIV counseling and testing services (serologic, oral fluid, or rapid) complete the I KNOW HIV testing course within three (3) months of employment. The “I KNOW” curriculum is delivered by trainers certified by the TDH HIV Prevention Program.
      - iv. The Grantee shall ensure that reactive (i.e., positive) results are entered into PRISM each business day.
      - v. The Grantee shall ensure that all clients who test positive for HIV and are not engaged in care at the time of testing are counseled for linkage to medical care.

- vi. The Grantee shall ensure that all clients who test positive for HIV will be counseled for voluntary partner notification services.
- vii. Rapid Testing shall be monitored and reported on by the Grantee as required by the grant. This shall include, at a minimum, the following deliverables:
  - a) The Grantee shall maintain daily lab and control logs, provided via email by Robert Nelson, State HIV Prevention Testing Director, to document test kit controls and storage temperatures in either the primary or the mobile testing site.
  - b) In accordance with the statewide Rapid Testing quality assurance policy ([https://www.tn.gov/content/dam/tn/health/program-areas/std/STD\\_Program\\_Manual\\_2016\\_Final.pdf](https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf)), the Grantee shall maintain daily lab and control logs provided via email by Robert Nelson, HIV Prevention Testing Director, to document test kit controls and storage temperatures in either the primary or the mobile testing site.
  - c) The Grantee shall report reactive (i.e., positive) results to TDH within forty-eight (48) hours of receiving the confirmatory positive (via the use of the rapid/rapid algorithm) result. The reactive results shall be submitted via NBS using the Evaluation Web Test form and the PH-1600 Supplement for Reporting HIV Infections form provided via email by Robert Nelson. Failure to report reactive results within the set time period may result in suspension of funding.
  - d) The Grantee shall enter individual level testing information in EvaluationWeb by the fifteenth (15th) day of the subsequent month for all clients who test non-reactive (i.e., negative). Required individual level testing information is found on the PH-1600 Supplement for Reporting HIV Infections form provided via email by Robert Nelson.
  - e) The Grantee shall submit aggregate monthly reports to the State HIV Testing Director via email at Robert.Nelson@tn.gov by the fifteenth (15th) day of the subsequent month containing the following information:
    - 1. Number of valid tests conducted;
    - 2. Number of new HIV infections identified; and
    - 3. Number of previous HIV infectious persons identified by self report.
  - f) The Grantee shall submit a False Positive or invalid result within one (1) day of the test result to the State HIV Testing Director at Robert.Nelson@tn.gov.
  - g) The Grantee shall provide the number of test kits in inventory by the fifteenth (15th) day of the subsequent month following the end of each quarter to the State HIV Testing Director at Robert.Nelson@tn.gov.
  - h) The Grantee shall inform the State one (1) month in advance of all the test kits that shall expire within thirty (30) days.
  - i) The Grantee shall ensure that all staff performing HIV testing and counseling shall obtain certification through Tennessee's "I KNOW HIV" testing and counseling training within three (3) months of employment and before any testing is performed. The training shall include applicable HIV test device trainings.
  - j) The Grantee shall ensure that all staff are properly trained to conduct pre-test and post-test counseling, and that all staff are

trained on the operation of the OraQuick Advance, INSTI, and ChemBio Dual Path Platform (DPP) test devices per the manufacturer's recommendations.

(2) HIV Disease Intervention Services

- i. The Grantee shall investigate positive labs identified in PRISM (or NBS post-transition) within one (1) business day.
- ii. The Grantee shall attempt to interview HIV positive cases within five (5) business days of diagnosis.
- iii. The Grantee will interview and provide partner services to equal to or greater than eighty-five percent (85%) of all new HIV cases, as reflected in PRISM, reported in the Grantee's jurisdiction, within thirty (30) days of diagnosis.
- iv. The Grantee shall strive to obtain the goal of an overall contact index of 1.5, as reflected in PRISM (or NBS post-transition), for newly diagnosed HIV case interviews.
- v. The Grantee shall strive to refer to HIV care within thirty (30) days of diagnosis, equal to or greater than ninety percent (90%) of newly diagnosed HIV positive cases identified in STI clinics as reflected in PRISM (or NBS post-transition).
- vi. The Grantee shall document linkage to care referral in PRISM (or NBS post-transition) including:
  - a) Medical care provider
  - b) Date of first visit
  - c) Status at the time of first interview
  - d) Status at close of interview

(3) Condom Distribution

- i. The Grantee shall ensure condoms are available for patients in the clinic(s).
- ii. The Grantee shall report the percentage of condoms distributed to patients diagnosed with HIV and patients at high risk of acquiring HIV to Katherine Buchman, HIV Community Engagement Director ([Katherine.buchman@tn.gov](mailto:Katherine.buchman@tn.gov)) on January 31<sup>st</sup> and July 31<sup>st</sup> of the Term.

(4) PrEP Referral Services

- i. The Grantee will provide education and referral for PrEP to patients that meet the following criteria:
  - a. Any patient requesting PrEP; OR
  - b. Patient with any male sex partners in past 12 months **AND** at least one of the following:
    - i. Inconsistent condom use during anal or vaginal sex with 1 or more partners of unknown HIV status who are known to be at substantial risk of HIV infection (persons who inject drugs [PWID] or men who have sex with men [MSM])
    - ii. Any STI diagnosed or reported in past 12 months
    - iii. Is in an ongoing sexual relationship with an HIV-positive partner **OR** any injection of drugs not prescribed by a clinician in past 12 months **AND** any sharing of injection or drug preparation equipment in past 12 months

- ii. The Grantee shall ensure that all Disease Intervention Specialists who provide PrEP referral services complete the PrEP in the Health Departments training for Disease Intervention Specialists within the first year of employment.
- iii. The Grantee shall provide the HIV Prevention program with a list of PRISM ID numbers (or NBS post-transition) for those patients that were counseled and referred to PrEP, before the 15<sup>th</sup> of each month via email to Allison Sanders, PrEP Epidemiologist ([allison.sanders@tn.gov](mailto:allison.sanders@tn.gov)).

(5) PrEP Prescription and Case Management Services

- i. Medical Case Manager (MCM)
  - a) The Grantee shall employ at least one (1) full-time MCM to support a range of patient-centered activities focused on improving health outcomes in support of the PrEP care continuum.
  - b) One hundred twenty (120) days following execution of this Grant Contract, the MCM shall collaborate with the Grantee STI clinic and community based organizations to identify potential candidates for PrEP services.
  - c) The Grantee shall ensure that the MCM identifies a minimum of forty (40) patients for PrEP each month.
  - d) The Grantee shall ensure that the MCM refers all clients with an interest in starting PrEP to the PrEP Provider.
  - e) For all clients referred to the PrEP Provider, the MCM shall provide services in accordance with the CDC PrEP Clinical Practice Guidelines located at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf>. These services should include, but are not limited to:
    - 1. Initial assessment of service needs;
    - 2. PrEP counseling to ensure readiness for PrEP for HIV Prevention;
    - 3. Timely and coordinated access to medically appropriate levels of health and support services including, but not limited to: benefits counseling, such as assistance in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, pharmaceutical manufacturer patient's assistance programs, other identified patient assistance programs, supportive services, and eligible insurance plans);
    - 4. Other referral services as deemed necessary by the MCM or PrEP Provider;
    - 5. Patient specific advocacy and utilization of services as identified above; and
  - f) The Grantee shall ensure that the MCM has a minimum of one (1) contact per month with each patient prescribed PrEP.
  - g) The Grantee shall ensure that the MCM completes the PrEP Navigation Certification training within the first year of employment.
- ii. PrEP Provider
  - a) The Grantee shall employ at least one (1) full-time PrEP Provider to specialize in the clinical screening/assessment and prescribing of PrEP to patients as an HIV Prevention tool.

- b) One hundred twenty (120) days following execution of this Grant Contract, the Grantee shall ensure the PrEP Provider prescribes PrEP to a minimum of five (5) new PrEP patients per month.
  - c) The Grantee shall ensure that the PrEP Provider delivers PrEP services in accordance with the HIV PrEP protocol in the TDH Public Health Nursing Protocol, located on the Community Health Services SharePoint website.
  - d) The Grantee shall ensure that the PrEP Provider delivers PrEP services in accordance with the CDC PrEP Clinical Practice Guidelines, located at: <https://www.cdc.gov/hiv/pdf/risk/prep/cdc-hiv-prep-guidelines-2017.pdf>. These services should include, but are not limited to:
    - 1. Assessment of risk of HIV acquisition;
    - 2. Assessment for possible acute HIV infection;
    - 3. Initial assessment of PrEP readiness/ability to use PrEP for HIV prevention and ongoing adherence assessments;
    - 4. Education and counseling PrEP protection lead-time, side effects, and clinical follow-up expectations;
    - 5. Initial and ongoing laboratory assessments;
    - 6. Prescription for PrEP for those deemed eligible.
- iii. REDCap data entry
- a) All required patient-level data, as outlined below, should be entered into a TDH-supplied PrEP database for each patient by the fifteenth (15<sup>th</sup>) day of the subsequent month.
  - b) The Grantee shall ensure the entry of the following patient-level data for all patients who are initially identified and counseled/educated regarding PrEP, as described above in Section A.5.a.(4)i.:
    - 1. Date record entered
    - 2. Encounter date
    - 3. Referral source
    - 4. PRISM ID (or NBS ID post-transition) (if applicable)
    - 5. First, Middle, Last Name
    - 6. Date of Birth
    - 7. Race/ethnicity
    - 8. Sex at birth
    - 9. Current gender identity
    - 10. County of residence
    - 11. State of residence
    - 12. Zip Code of residence
    - 13. Phone number
    - 14. HIV information:
      - a. Transmission risk category
      - b. Previous HIV test result
      - c. Date of most recent HIV test
      - d. Result of most recent HIV test
    - 15. Referral information:
      - a. Whether client was referred to the PrEP Provider
        - 1) If so, date referred;
        - 2) If not, reason(s) why.
  - c) The Grantee shall ensure entry of the following patient-level data for all patients identified in Section A.5.a.(5)i.c. who are referred to the PrEP Provider.

1. Screening information:
    - a. Whether patient was clinically assessed by the PrEP Provider
      - 1) If so, date of assessment;
      - 2) If not, reason(s) why.
  2. Prescribing information:
    - a. Whether client was prescribed PrEP
      - 1) If so, date prescribed;
      - 2) If not, reason(s) why.
    - b. Whether patient began PrEP
      - 1) If so, date started;
      - 2) If not, reason(s) why.
  3. PrEP adherence:
    - a. Documentation of whether or not patients initiating PrEP remain on PrEP at three (3), six (6), and twelve (12) months post PrEP initiation.
    - b. Among patients who discontinue PrEP use, documentation of reason(s) for discontinuation.
- (6) Maintain the confidentiality of HIV prevention services data (see Sections A.10 and D.35.).
- b. HIV Surveillance Services
- (1) The Grantee agrees to continue to provide surveillance services listed below in accordance with the State HIV Surveillance and Epidemiology Program and CDC 18-1802 HIV Surveillance Guidelines (a copy of which has been provided to the Grantee and is maintained on the TDH HIV Surveillance Regional/Metro SharePoint site).
    - i. Conduct active and passive surveillance of persons diagnosed with HIV, specifically:
      - a) Ensure that equal to or greater than ninety-five percent ( $\geq 95\%$ ) of the expected number of cases for a diagnosis year are reported, including a complete case report in eHARS with a diagnosis status, assessed twelve (12) months after the diagnosis year.
      - b) Ensure that equal to or greater than eighty-five percent ( $\geq 85\%$ ) of reported cases are entered into eHARS within two (2) weeks of date of report receipt.
        1. Ensure that the unique identifying number in eHARS (i.e., state number) is shared with STI/TB programs and that their program identifiers (e.g., PRISM or NBS number) are entered into eHARS.
        2. Review both PRISM and NBS record and other available data sources for additional information to complete eHARS record (e.g., address, transmission risk category, current gender identity, race/ethnicity, Social Security Number, antiretroviral medication use, most recent negative HIV test, pregnancy status).
        3. Review PRISM, NBS, Ryan White CAREWare, and PTBMIS records quarterly to identify risk factor information on newly diagnosed HIV cases within the region, if needed.

- c) Ensure that equal to or greater than ninety percent ( $\geq 90\%$ ) of the expected number of cases for a diagnosis year are reported within six (6) months following diagnosis, assessed twelve (12) months after the diagnosis year.
  - d) Ensure that all cases that meet the surveillance case definition for HIV infection for a diagnosis year will have no required fields missing and pass all standard data edit checks (i.e., Person View Status Flag is "A – Active" or "W – Warning"), assessed twelve (12) months after a diagnosis year.
  - e) Ensure that equal to or greater than ninety percent ( $\geq 90\%$ ) of cases for a report year have sufficient HIV risk factor information to be classified into a known transmission category, assessed twelve (12) months after the report year.
  - f) Ensure that equal to or greater than eighty-five percent ( $\geq 85\%$ ) of cases for a diagnosis year have a CD4 test result based on a specimen collected within one month following HIV diagnosis, assessed twelve (12) months after the diagnosis year.
  - g) Ensure that equal to or greater than eighty-five percent ( $\geq 85\%$ ) of cases for a diagnosis year have a viral load test result based on a specimen collected within one month following HIV diagnosis, assessed twelve (12) months after the diagnosis year.
  - h) Ensure that one hundred percent (100%) of persons identified as HIV positive through HIV genetic sequencing are entered into eHARS within two weeks of date of report receipt.
  - i) Ensure that equal to or greater than seventy percent ( $\geq 70\%$ ) of cases for a diagnosis year have prior antiretroviral use history, assessed at twelve (12) months after the diagnosis year.
  - j) Ensure that equal to or greater than seventy percent ( $\geq 70\%$ ) of cases for a diagnosis year have a known value for previous negative HIV test, assessed at twelve (12) months after the diagnosis year.
  - k) Ensure that equal to or greater than fifty percent ( $\geq 50\%$ ) of cases for a diagnosis year with a previous negative HIV test have a valid date of documented negative test result, assessed at twelve (12) months after the diagnosis year.
  - l) Ensure that one hundred percent (100%) of cases of public health importance (COPHI) are reported to the TDH HIV Surveillance Coordinator within twenty-four (24) hours of receipt of unusual risk/transmission information.
  - m) Ensure that labs and morbidity reports received in REDCap projects, HIV Labs 2.0 and HIV Morbidity Reports and Paper Labs are processed within 30 days (average timeframe) of the date sent to the surveillance area.
  - n) Implement processes to quickly investigate positive test results located in the "Requiring Review" reports for the two REDCap projects, HIV Labs 2.0 and HIV Morbidity Reports and Paper Labs. The percentage of results with a received date older than 2 weeks should be  $< 20\%$ .
  - o) Ensure the routine surveillance activities, data quality corrections, missing risk factors, and unmatched genotype investigations, are completed and submitted in the REDCap project, HIV Routine Surveillance Activities, by the specified program deadline.
- ii. Conduct active and passive surveillance of infants born to HIV infected mothers, and their mothers, specifically:

- a) Ensure that equal to or greater than ninety-five percent ( $\geq 95\%$ ) of pregnant women with HIV are reported to the TDH HIV Surveillance Coordinator prior to their delivery date.
- b) Ensure that equal to or greater than eighty-five percent ( $\geq 85\%$ ) of infants born to mothers diagnosed with HIV are entered into eHARS and PRISM (or NBS post-transition) within two (2) weeks of date of report receipt.
  - 1. Routinely visit birthing hospitals to obtain chart information on children born to mothers with HIV.
  - 2. Acquire follow-up testing information on infants from hospital or clinician office records.
  - 3. If unable to locate child's records, contact the TDH HIV Surveillance Coordinator or designee for an Accurint locating search.
- c) Quarterly, enter one hundred percent (100%) of infants born to women diagnosed with HIV, as identified through linking HIV surveillance and state birth certificate data, into eHARS within two (2) weeks of receiving information from TDH. Upload completed birth match investigation spreadsheet to the REDCap project, HIV Routine Surveillance Activities.
- d) Ensure that equal to or greater than ninety-seven percent ( $\geq 97\%$ ) of infants born to mothers diagnosed with HIV for a diagnosis year will have no required fields missing and pass all standard data edit checks (i.e., Person View Status Flag is "A – Active" or "W – Warning"), assessed twelve (12) months after a diagnosis year.
- e) Ensure that equal to or greater than eighty-five percent ( $\geq 85\%$ ) of HIV-exposed infants for a birth year have HIV infection status determined by eighteen (18) months of age.
- f) Ensure that one hundred percent (100%) of cases of Perinatal HIV Transmission are investigated within one (1) week of HIV diagnosis to determine the reason why transmission occurred (i.e., missed opportunities). Report information from investigation to the TDH HIV Surveillance Coordinator within one (1) week of conclusion of investigation.
- g) Ensure the monthly surveillance activities, perinatal HIV follow-up testing for identified infants and pregnant PLWH, are completed and submitted in the REDCap project, HIV Routine Surveillance Activities, by the specified program deadline.
- h) Annually, distribute updated guidelines and laws regarding prenatal HIV Testing and reporting to staff responsible for prenatal HIV Testing and reporting to public health at birth hospitals located in jurisdiction, including education for non-compliant providers.
- iii. Maintain the confidentiality of HIV surveillance data (see sections. A.10 and D.35.).
- iv. Participate in activities to build local provider relationships and facilitate communication with HIV surveillance partners statewide, specifically:
  - a) Maintain regular contact and working relationships with providers of services to persons with HIV/AIDS.
  - b) Provide information and education to local health care professionals regarding local surveillance activities, provider reporting requirements, and epidemiological statistics and trends as needed.



- c) Coordinate surveillance activities with other regions and TDH Surveillance and Epidemiology Program, e.g., inform other regional HIV surveillance staff when entering an eHARS case on someone from their region.
- d) Keep the TDH HIV Surveillance and Epidemiology Program Director informed of all unusual or negative area conditions, activities, viewpoints, changes, and/or operations on a regular basis.
- e) Attend annual statewide HIV meeting and monthly HIV surveillance conference calls, hosted by HIV Epidemiology and Surveillance Program.

c. HIV cluster response

- (1) Upon the identification of a possible cluster of recent HIV transmission in, or affecting, the Grantee's jurisdiction, assist TDH with outbreak detection and response activities, specifically:
  - i. At least monthly, use HIV surveillance reports provided by the TDH HIV Surveillance Program to monitor persons newly diagnosed with HIV in jurisdiction for similar risk factors.
  - ii. Ensure adequate representation by responsible communicable disease personnel on regular (e.g., weekly) cluster response conference calls.
  - iii. Provide at least weekly updates to cluster line list.
  - iv. Assist in collection and transport of specimens for testing to TDH Laboratory Services.
  - v. Assist with the performance of enhanced interviews of cases and partners and linkage or re-engagement to care.
  - vi. Ensure that one hundred percent (100%) of persons identified as being part of a HIV Transmission Cluster in jurisdiction have complete lab information entered into eHARS and assist with obtaining genotype test results.
  - vii. Offer appropriate preventative and prophylactic medical measures to exposed, including informing and collaborating with local CBO(s) and Syringe Service Programs to facilitate outreach and decrease risk of transmission (i.e., PrEP, unused needles/syringes, treatment, etc.)

d. STI Services

- (1) Provide Disease Intervention Services to accomplish the following objectives:
  - i. Syphilis Treatment and Partner Services
    - a) Early Syphilis
      - 1. Equal to or greater than fifty percent ( $\geq 50\%$ ) of early syphilis cases will be treated within fourteen (14) days.
      - 2. Equal to or greater than ninety percent ( $\geq 90\%$ ) of early syphilis cases will be treated within thirty (30) days.
      - 3. Equal to or greater than ninety percent ( $\geq 90\%$ ) of early syphilis cases will be interviewed within thirty (30) days.
      - 4. Equal to or greater than seventy-five percent ( $\geq 75\%$ ) of early syphilis cases will have at least one (1) partner be screened and interviewed .
      - 5. The Grantee shall strive to obtain the goal of an overall contact index of 1.5, as reflected in PRISM (or NBS

- post-transition), for Primary, Secondary, and Early Latent Syphilis cases.
- ii. Chlamydia Treatment and Partner Services
    - a) Equal to or greater than fifty percent ( $\geq 50\%$ ) of all chlamydia cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent ( $\geq 90\%$ ) of all chlamydia cases will be treated within thirty (30) days.
    - c) Equal to or greater than ninety percent ( $\geq 90\%$ ) of all chlamydia cases found in the Davidson County Health Department will be interviewed within thirty (30) days.
    - d) Ensure that at least ninety percent or greater ( $\geq 90\%$ ) of chlamydia cases interviewed in Grantee clinics are offered EPT.
    - e) Equal to or greater than ninety percent ( $> 90\%$ ) of all chlamydia cases of pregnant females will be interviewed within thirty (30) days.
  - iii. Gonorrhea Treatment and Partner Services
    - a) Equal to or greater than fifty percent ( $\geq 50\%$ ) of all gonorrhea cases will be treated within fourteen (14) days.
    - b) Equal to or greater than ninety percent ( $\geq 90\%$ ) of all gonorrhea cases will be treated within thirty (30) days.
    - c) Equal to or greater than ninety percent ( $\geq 90\%$ ) of all gonorrhea cases treated in the Davidson County Health Department will be interviewed within thirty (30) days.
    - d) Equal to or greater than ninety percent ( $> 90\%$ ) of all gonorrhea cases of pregnant females will be interviewed within thirty (30) days.
  - iv. Among MSM encounters
    - a) Ensure at least ninety percent or greater ( $\geq 90\%$ ) of all MSM encounters in Grantee STI clinics are screened for syphilis, and
    - b) Ensure that ninety percent or greater ( $\geq 90\%$ ) of all MSM encounters who report anal sex as a risk factor are screened for rectal gonorrhea and chlamydia.
    - c) Ensure that ninety percent or greater ( $\geq 90\%$ ) of all MSM encounters who report oral sex as a risk factor are screened for pharyngeal gonorrhea and chlamydia
  - v. Partner with the National Network of Prevention and Training Centers to develop at least one (1) STI education training for Safety Net Providers, FQHCs, or private providers in the metro region.
- (2) Utilize EPT when a chlamydia patient states that his/her partner(s) is/are unwilling to appear for medical examination.
  - (3) Maintain the confidentiality of STI prevention and surveillance services data (see sections A.10 and D.35.).
- e. Integrated HIV/STI prevention services
- (1) The Grantee shall provide HIV/STI Program services as follows:
    - i. Provide diagnostic and treatment services to persons suspected of having one (1) or more STIs, or seeking diagnostic screening for STIs or HIV.
    - ii. These medical services shall be available at least thirty-seven and one-half (37.5) hours per week (excluding holidays); and

- iii. Ensure that medical services are provided by registered/licensed health professionals (physicians, nurse practitioners, physician assistants, or nurses) in accordance with approved protocols.
- (2) Provide Disease Intervention Services for patients diagnosed and treated for HIV and/or STIs in the Grantee's county in accordance with established policies, procedures, communications, protocols, and process performance standards found in the 2016 HIV/STI Prevention Program Guidelines, published by the Tennessee Department of Health, HIV Prevention Program (available at [https://www.tn.gov/content/dam/tn/health/program-areas/std/STD\\_Program\\_Manual\\_2016\\_Final.pdf](https://www.tn.gov/content/dam/tn/health/program-areas/std/STD_Program_Manual_2016_Final.pdf)).
  - i. Provide supervisory functions to include any open HIV/STI disease investigations (pouch reviews) and interview and field audits of completed HIV/STI disease investigations.
  - ii. Provide a Disease Intervention Specialist, whose functions will include interviewing, contact-tracing, partner notification, and case management
  - iii. Participate in annual programmatic assessment completed by the STD Prevention Program and establish plan for quality improvement measures based on assessment findings and recommendations.
- (3) In PRISM (or NBS post-transition), ensure data completeness of ninety-five percent (95%) or greater for all field records for all infections:
  - i. Sex at birth
  - ii. Current gender
  - iii. Race/ethnicity
  - iv. Age
  - v. Treatment given
    - a) HIV ARV use, if applicable
  - vi. Pregnancy status
  - vii. Patient address
  - viii. HIV status
    - a) Transmission risk exposure
  - ix. Provider information of index case
  - x. Partner contact information for early syphilis cases
  - xi. Partner contact information for HIV cases
  - xii. County
  - xiii. Treatment date
  - xiv. Sexual orientation
  - xv. Sex of sex partners
  - xvi. Specimen collection date
  - xvii. Neurological manifestations for syphilis cases
  - xviii. Optic manifestations for syphilis cases
  - xix. Late clinical manifestations for syphilis cases
  - xx. Date of last negative HIV test
  - xxi. Substance abuse
- (4) Establish a written policy (based upon a local assessment of disease morbidity and trends, staffing, and resources) ; and
  - i. Submit the established policy in writing to the State HIV/STI program within ninety (90) days of the start date of the Term.
  - ii. This policy must contain confirmation that it is consistent with the following order of HIV/STI priorities:
    - a) Pregnant women
    - b) Children under age thirteen (13) including infants
    - c) Early (less than one (1) year's duration) syphilis
    - d) Newly diagnosed HIV infection

- e) Gonorrhea in females
  - f) Chlamydia in females
  - g) Gonorrhea in males
  - h) Chlamydia in males
- (5) Ensure that appropriate laboratory services are available for processing HIV and STI tests.
- (6) Conduct an annual laboratory visit of laboratories in the Grantee's county that are performing tests for gonorrhea, chlamydia, syphilis, and/or HIV.
  - i. Assure each identified laboratory is aware of reporting requirements, procedures, and mechanisms; and
  - ii. Establish a mechanism to monitor reporting compliance.
- (7) Conduct an annual provider visit of providers in the Grantee's county that are completing testing and treatment for gonorrhea, chlamydia, and syphilis and have a history of prescribing nonstandard treatment.
  - i. Ensure provider is aware of recommended testing and treatment guidelines
  - ii. Establish mechanism to ensure that recommended treatment is available
- (8) Conduct surveillance activities to assure the complete and timely reporting of STIs and HIV.
- (9) Refer patients to other appropriate community resources when findings indicate problems beyond the scope of the HIV/STI clinic.
- (10) Ensure that HIV and STI pamphlets, brochures, audio-visual programs, or other materials are available in the patient reception and waiting areas of the clinics.
- (11) Impart sufficient information to patients to assure that they have accurate perceptions of their disease(s) and treatment. This information includes:
  - i. A clinician shall explain the following to the patient:
    - a) the results of tests;
    - b) the name of the disease and its significance to the patient;
    - c) the name of the medication, when to take it, and what to do if doses are missed;
    - d) the expected outcome of treatment and possible side effects;
    - e) the appropriate response to an apparent treatment failure;
    - f) the necessity for appropriate follow-up tests;
    - g) the follow-up tests that will be performed;
    - h) the purposes of the follow-up tests; and
    - i) the potential consequences of not having the follow-up tests performed.
  - ii. A Disease Intervention Specialist shall explain to the patient:
    - a) how the disease is acquired and transmitted;
    - b) the period of infectiousness;
    - c) the potential for re-infection if partner(s) are not medically evaluated;
    - d) the rationale behind assuring that the sexual partner(s) obtain appropriate medical evaluation;
    - e) the potential for partners having an asymptomatic infection;
    - f) the need to abstain from sex until partners obtain appropriate medical care;

- g) the need to adopt appropriate risk-reduction behaviors such as abstinence or condom use;
  - h) the value of recognizing the major symptoms of HIV and STI infections; and
  - i) the need for the prompt medical evaluation of symptoms or possible exposure.
- (12) Perform data entry and system quality assurance measures into PRISM in order to meet the State's statistical, evaluation, and reporting requirements.
  - (13) As requested, assist in the training of other health care professionals.
  - (14) Train all new clinic staff.
  - (15) Train all new Disease Intervention Specialists in accordance with the training recommendations in the 2016 HIV/STI Prevention Program Guidelines, published by the Tennessee Department of Health, HIV Prevention Program, and already made available to the Grantee.
  - (16) Assure all positions supported by this grant have regularly assigned duties and responsibilities that are limited in scope to services for STIs (including HIV).
  - (17) Establish and complete PTBMIS patient encounters within five (5) working days of the patient visit, including laboratory tests ordered.
  - (18) Analyze and evaluate morbidity, intervention, risk behavior, and other programmatic data to direct effective and appropriate disease control strategies for the county.

A.6. Incorporation of Additional Documents. Each of the following documents is included as a part of this Grant Contract by reference or attachment. In the event of a discrepancy or ambiguity regarding the Grantee's duties, responsibilities, and performance hereunder, these items shall govern in order of precedence below.

- a. This Grant Contract document with any attachments or exhibits (excluding the items listed at subsections b., c., d., e., f., and g., below);
- b. Tennessee HIV/AIDS Jurisdictional Plan for 2018-2021 Grant Years;
- c. Tennessee Department of Health HIV Testing Guidelines;
- d. State testing procedures, protocols, and all applicable disease reporting statutes;
- e. HIV/STI Prevention Program Guidelines, Tennessee Department of Health;
- f. TDH HIV Surveillance Guidelines; and
- g. CDC TN Integrated HIV Surveillance and Prevention Program (CDC-RFA—PS18—1802).

A.7. Incorporation of Federal Award Identification Worksheets. The federal award identification worksheets, which appear as Attachment 1, are incorporated in this Grant Contract.

A.8. In the event that the Grantee is subject to an audit in accordance with Section D.19 hereunder, the Grantee shall submit to the State contact listed in Section D.8 a copy of the audit report and Notice of Audit Report Attachment.

- A.9. Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS). Consistent with 45 CFR 75.113, applicants and recipients shall disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients shall disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures shall be sent in writing to the CDC and to the HHS OIG at the following addresses:

Valerie McCloud  
 Grants Management Specialist  
 Office of Grants Services (OGS)  
 Office of Financial Resources (OFR)  
 Centers for Disease Control and Prevention (CDC)  
 Email: VMCCLOUD@CDC.GOV | 770-488-4790 OFC | 770-488-2868 Fax

AND

U.S. Department of Health and Human Services  
 Office of the Inspector General  
 ATTN: Mandatory Grant Disclosures, Intake Coordinator  
 330 Independence Avenue, SW  
 Cohen Building, Room 5527  
 Washington, DC 20201  
 Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: [MandatoryGranteeDisclosures@oig.hhs.gov](mailto:MandatoryGranteeDisclosures@oig.hhs.gov)

Recipients must include this mandatory disclosure requirement in all sub awards and contracts under this award. Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321). CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b)). **A.10.**

Confidentiality of HIV, Sexually Transmitted Disease (STI), and Viral Hepatitis (VH) records should be maintained and contract deliverables shall be conducted in compliance with CDC HIV/STI/VH/Tuberculosis Security and Confidentiality Guidelines as well as TDH HIV/STI/VH Security and Confidentiality Guidelines. Steps to ensure data confidentiality and security include:

- a. Ensure persons working with hard copies of documents containing confidential, identifiable information do so in a secure area and use locked file cabinets that are large and heavy enough to render them immobile. Specifically:
  - (1) Minimize use of fax transmissions and only use fax transmissions in secure (e.g., non-public) work spaces; minimize inclusion of protected health information (PHI) in fax transmissions.
    - i. Take precautions (such as a telephone call) to ensure that the recipient is present to receive and confirm receipt of the fax.
  - (2) Immediately destroy physical documents containing confidential information after use (e.g., entry into secure electronic database).

- (3) Ensure that physical documents containing confidential information are shredded with crosscutting shredders prior to disposal. A staff member shall be present if a commercial shredding service is used for documents shredded on-site.
- b. Annually, update and send local HIV, STI, VH data security and confidentiality manual(s) to the TDH HIV/STI/VH Medical Director and HIV/AIDS Director. If local security and confidentiality (S&C) manual does not exist, develop local S&C manual and update annually thereafter.
- c. Annually, identify and document an Overall Responsible Party to manage and ensure adherence of local security and confidentiality policies; form (to be provided by TDH upon request) shall be sent to the TDH HIV/STI/VH Medical Director and HIV/AIDS Director for TDH records.
- d. Annually, complete data use agreement with TDH and adhere to data sharing, retention, and storage rules as outlined in agreement, including the following:
  - i. TDH will make available HIV surveillance data using secure methods, with specific method of transfer, file formatting and encryption methods to be determined by both parties.
  - ii. Grantee shall use these HIV data only for its surveillance and public health duties, including linkage to care and re-engagement activities for persons living with diagnosed HIV, responding to HIV clusters, and as necessary to provide Ryan White services.
  - iii. HIV surveillance data is highly sensitive and confidential information. Only Grantee employees engaged in activities directly related to HIV surveillance, prevention, and Ryan White programs shall have access to HIV surveillance data. Grantee shall provide these employees with the minimum data necessary to achieve scopes outlined in this contract.
  - iv. Grantee will require that all employees with access to HIV surveillance data complete and maintain current training in the management, storage, and use of HIPAA protected data prior to access to HIV data.
  - v. Grantee shall not share HIV data with any third parties, including, but not limited to, law enforcement, external agencies and partners, contractors and media. Media requests for HIV data shall be directed to the TDH Public Information Officer. All other requests and inquiries related to HIV data shall be directed to the Director of the HIV Epidemiology and Surveillance Program.
  - vi. Grantee shall not disclose names nor other identifying information from the HIV surveillance data bases (i.e., eHARS) or data files either during this Agreement or hereafter to any persons other than Grantee employees engaged in activities directly related to HIV surveillance, prevention, and Ryan White programs.
- e. Request approval for eHARS access by completing the REDCap survey, eHARS user request at <https://redcap.health.tn.gov/redcap/surveys/?s=77NLL3FJ79>. Provide justification for access in the additional information section of the survey.. Immediately notify the eHARS Database Administrator and HIV Surveillance Coordinator of local eHARS user accounts that need to be deactivated.

- f. Request approval for PRISM access in writing, with justification, to PRISM Database Administrator. Immediately notify the PRISM Database Administrator of local PRISM user accounts that need to be deactivated.
- g. Request approval for NBS access by completing the REDCap survey NBS New User Request at <https://redcap.health.tn.gov/redcap/surveys/index.php?s=EXCFM3MJEL>. Immediately notify the NBS Database Administrator and the surveillance systems and informatics program of local NBS user accounts that need to be deactivated.
- h. Upon authorization and annually, ensure that all eHARS, NBS, and PRISM users, and other program staff with access (any capacity) to HIV, STI, and/or VH data, complete HIV/STI/VH security and confidentiality training provided by TDH and sign HIV/STI/VH data security and confidentiality agreement.
- i. Ensure that all analyses and reporting involving the use of HIV, STI, or VH surveillance data adhere to TDH policies and procedures, specifically:
  - (1) Ensure that TDH designated analytic files (i.e. fields with PHI are removed) are used to conduct local data analyses. A Data use agreement must be completed prior to obtaining any analytic data files from TDH.
  - (2) Ensure data files at rest are encrypted password protected and are stored in limited access folders, maintain log of personnel with access to folders housing confidential data.
  - (3) Ensure that all public reports involving the use of HIV, STI, or VH surveillance data are submitted to the program surveillance director or designee for approval prior to public dissemination.
- j. Report within twenty four (24) hours any potential data breaches to the TDH State Epidemiologist, HIV/STI/VH Medical Director, and/or HIV/AIDS Director.

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

## **B. TERM OF CONTRACT:**

This Grant Contract shall be effective on January 1, 2021 ("Effective Date") and extend for a period of twelve (12) months after the Effective Date ("Term"). The State shall have no obligation to the Grantee for fulfillment of the Scope outside the Term.

## **C. PAYMENT TERMS AND CONDITIONS:**

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed One Million Seventy Seven Thousand Seven Hundred Dollars (\$1,077,700.00) ("Maximum Liability"). The Grant Budget, attached and incorporated as Attachment 2 is the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the duration of the Grant Contract and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section



C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant Contract, the Grantee shall submit invoices (Attachment 3) prior to any reimbursement of allowable costs.

C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

C.5. Invoice Requirements. The Grantee shall invoice the State no more often than monthly, with all necessary supporting documentation, and present such to:

Fiscal Coordinator  
Tennessee Department of Health  
HIV/STD Program  
Andrew Johnson Tower, 4th Floor  
710 James Robertson Parkway  
Nashville, Tennessee 37243

a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).

- (1) Invoice/Reference Number (assigned by the Grantee).
- (2) Invoice Date.
- (3) Invoice Period (to which the reimbursement request is applicable).
- (4) Grant Contract Number (assigned by the State).
- (5) Grantor: Department of Health HIV/STD & Viral Hepatitis Section.
- (6) Grantor Number (assigned by the Grantee to the above-referenced Grantor).
- (7) Grantee Name.
- (8) Grantee Tennessee Edison Registration ID Number Referenced in Preamble of this Grant Contract.
- (9) Grantee Remittance Address.
- (10) Grantee Contact for Invoice Questions (name, phone, or fax).
- (11) Itemization of Reimbursement Requested for the Invoice Period— it must detail, at minimum, all of the following:
  - i. The amount requested by Grant Budget line-item (including any travel expenditure reimbursement requested and for which documentation and receipts, as required by "State Comprehensive Travel Regulations," are attached to the invoice).
  - ii. The amount reimbursed by Grant Budget line-item to date.
  - iii. The total amount reimbursed under the Grant Contract to date.
  - iv. The total amount requested (all line-items) for the Invoice Period.

b. The Grantee understands and agrees to all of the following.

- (1) An invoice under this Grant Contract shall include only reimbursement requests for actual, reasonable, and necessary expenditures required in the delivery of service described by this Grant Contract and shall be subject to the Grant Budget and any other provision of this Grant Contract relating to allowable reimbursements.
- (2) An invoice under this Grant Contract shall not include any reimbursement request for future expenditures.
- (3) An invoice under this Grant Contract shall initiate the timeframe for reimbursement only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

- (4) An invoice under this Grant Contract shall be presented to the State within thirty (30) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than thirty (30) days after such date will NOT be paid. The State will not deem such Grantee costs to be allowable and reimbursable by the State unless, at the sole discretion of the State, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it must be signed by a Grantee agent that would be authorized to sign this Grant Contract.
- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant Contract shall adhere to the Grant Budget. The Grantee may vary from a Grant Budget line-item amount by up to twenty percent (20%) of the line-item amount, provided that any increase is off-set by an equal reduction of other line-item amount(s) such that the net result of variances shall not increase the total Grant Contract amount detailed by the Grant Budget. Any increase in the Grant Budget, grand total amounts shall require an amendment of this Grant Contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit a grant disbursement reconciliation report within thirty (30) days following the end of each quarter and a final invoice and final grant disbursement reconciliation report within forty five (45) days of the Grant Contract end date and in form and substance acceptable to the State (Attachment 4).
- a. If total disbursements by the State pursuant to this Grant Contract exceed the amounts permitted by the section C, payment terms and conditions of this Grant Contract, the Grantee shall refund the difference to the State. The Grantee shall submit the refund with the final grant disbursement reconciliation report.
  - b. The State shall not be responsible for the payment of any invoice submitted to the State after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
  - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the State as required by this Grant Contract shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and the Grantee shall be required to refund any and all payments by the State pursuant to this Grant Contract.
  - d. The Grantee must close out its accounting records at the end of the Term in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.
- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant Contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and

reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.

- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or related matter. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant Contract, to constitute unallowable costs.
- C.12. State's Right to Set Off. The State reserves the right to set off or deduct from amounts that are or shall become due and payable to the Grantee under this Grant Contract or under any other agreement between the Grantee and the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant Contract until the State has received the following, properly completed documentation.
- a. The Grantee shall complete, sign, and return to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Grantee acknowledges and agrees that, once this form is received by the State, all payments to the Grantee under this or any other grant contract will be made by automated clearing house ("ACH").
  - b. The Grantee shall complete, sign, and return to the State the State-provided W-9 form. The taxpayer identification number on the W-9 form must be the same as the Grantee's Federal Employer Identification Number or Social Security Number referenced in the Grantee's Edison registration information.

**D. STANDARD TERMS AND CONDITIONS:**

- D.1. Required Approvals. The State is not bound by this Grant Contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant Contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Bilateral Termination for Convenience. The Grant Contract may be terminated by either party by giving written notice to the other, at least thirty (30) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the State be liable to the Grantee for any service which has not been rendered. The final decision as to the amount, for which the State is liable, shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.

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

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

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

Pamela Talley MD, MPH

Medical Director  
 HIV/STI/Viral Hepatitis  
 Andrew Johnson Tower, 4th Floor  
 710 James Robertson Pkwy  
 Nashville, TN 37243  
 Email Address: pamela.talley@tn.gov  
 Telephone # (615) 532-8516  
 FAX # (615) 741-3691

The Grantee:

Sanmi Areola, Ph.D., Interim Director  
 Metropolitan Government of Nashville and Davidson County  
 2500 Charlotte Avenue  
 Nashville, TN 37209  
 Email Address: Sanmi.Areola@nashville.gov  
 Telephone #: (615) 340-5635  
 FAX #: (615) 340-2131

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

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

- D.9. Subject to Funds Availability. This Grant Contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant Contract upon written notice to the Grantee. The State's right to terminate this Grant Contract due to lack of funds is not a breach of this Grant Contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant Contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.10. Nondiscrimination. The Grantee hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant Contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Grantee shall, upon request, show proof of nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. HIPAA Compliance. The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant Contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules and will comply with all applicable HIPAA requirements in the course of this Grant Contract.

- b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant Contract so that both parties will be in compliance with the Privacy Rules.
- c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received by the State under this Grant Contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the State to receive such information without entering into a business associate agreement or signing another such document.

D.12. Public Accountability. If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant Contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Comptroller of the Treasury. The Grantor State Agency shall obtain copies of the sign from the Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant Contract shall include the statement, "This project is funded under a grant contract with the State of Tennessee." All notices by the Grantee in relation to this Grant Contract shall be approved by the State.
- D.14. Licensure. The Grantee, its employees, and any approved subcontractor shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.
- D.15. Records. The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant Contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant Contract, shall be maintained in accordance with applicable Tennessee law. In no case shall the records be maintained for a period of less than five (5) full years from the date of the final payment. The Grantee's records shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or their duly appointed representatives.

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

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

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

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

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

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

- D.16. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Grant Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.17. Progress Reports. The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. Annual and Final Reports. The Grantee shall submit, within three (3) months of the conclusion of each year of the Term, an annual report. For grant contracts with a term of less than one (1) year, the Grantee shall submit a final report within three (3) months of the conclusion of the Term. For grant contracts with multiyear terms, the final report will take the place of the annual report for the final year of the Term. The Grantee shall submit annual and final reports to the Grantor State Agency. At minimum, annual and final reports shall include: (a) the Grantee's name; (b) the Grant Contract's Edison identification number, Term, and total amount; (c) a narrative section that describes the program's goals, outcomes, successes and setbacks, whether the Grantee used benchmarks or indicators to determine progress, and whether any proposed activities were not completed; and (d) other relevant details requested by the Grantor State Agency. Annual and final report documents to be completed by the Grantee shall appear on the Grantor State Agency's website or as an attachment 5 to the Grant Contract.
- D.19. Audit Report. For purposes of this Section, pass-through entity means a non-federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- The Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury ("Comptroller") if during the Grantee's fiscal year, the Grantee: (1) expends seven hundred fifty thousand dollars (\$750,000) or more in direct and indirect federal financial assistance and the State is a pass-through entity; (2) expends seven hundred fifty thousand dollars (\$750,000) or more in state funds from the State; or (3) expends seven hundred fifty thousand dollars (\$750,000) or more in federal financial assistance and state funds from the State, and the State is a pass-through entity.
- At least ninety (90) days before the end of its fiscal year, the Grantee shall complete Attachment [6] to notify the State whether or not Grantee is subject to an audit. The Grantee should submit only one, completed document during the Grantee's fiscal year. Any Grantee that is subject to an audit and so indicates on Attachment [6] shall complete Attachment [7]. If the Grantee is subject to an audit, Grantee shall obtain the Comptroller's approval before engaging a licensed, independent public accountant to perform the audit. The Grantee may contact the Comptroller for assistance identifying auditors.
- The audit contract between the Grantee and the Auditor shall be on a contract form prescribed by the Comptroller. The Grantee shall be responsible for payment of fees for an audit prepared by a licensed, independent public accountant. Payment of the audit fees by the Grantee shall be subject to the provision relating to such fees contained within this Grant Contract. The Grantee

shall be responsible for reimbursing the Comptroller for any costs of an audit prepared by the Comptroller.

All audits shall be performed in accordance with the Comptroller's requirements, as posted on its web site. When a federal single audit is required, the audit shall be performed in accordance with U.S. Office of Management and Budget's *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

A copy of the audit report shall be provided to the Comptroller by the licensed, independent public accountant. Audit reports shall be made available to the public. The Grantee shall also submit a copy of the Notice of Audit Report, Parent Child Form, and audit report to the State (**Patricia Beavers, DHA, MBA/ACC, Public Health Administrator 2, TN Department of Health, HIV, STD, Viral Hepatitis @ [patricia.beavers@tn.gov](mailto:patricia.beavers@tn.gov)**):

- D.20. Procurement. If other terms of this Grant Contract allow reimbursement for the cost of goods, materials, supplies, equipment, or contracted services, such procurement shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant Contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.317—200.326 when procuring property and services under a federal award.

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

For purposes of this Grant Contract, the term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition cost which equals or exceeds five thousand dollars (\$5,000.00).

- D.21. Strict Performance. Failure by any party to this Grant Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Grant Contract is not a waiver or relinquishment of any term, covenant, condition, or provision. No term or condition of this Grant Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties.
- D.22. Independent Contractor. The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant Contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant Contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- D.23. Limitation of State's Liability. The State shall have no liability except as specifically provided in this Grant Contract. In no event will the State be liable to the Grantee or any other party for any lost revenues, lost profits, loss of business, loss of grant funding, decrease in the value of any securities or cash position, time, money, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Grant Contract or otherwise. The State's total liability under this Grant Contract (including any exhibits, schedules, amendments or other attachments to the Contract) or otherwise shall under no circumstances exceed the Maximum Liability originally established in Section C.1 of this Grant Contract. This limitation of liability is cumulative and not per incident.



- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the party except to the extent that the non-performing party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either party from its obligations under this Grant Contract. Except as set forth in this Section, any failure or delay by a party in the performance of its obligations under this Grant Contract arising from a Force Majeure Event is not a default under this Grant Contract or grounds for termination. The non-performing party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant Contract is not a Force Majeure Event under this Grant Contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant Contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant Contract or charge the State any fees other than those provided for in this Grant Contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall comply with all applicable registration requirements contained in Tenn. Code Ann. §§ 67-6-601 – 608. Compliance with applicable registration requirements is a material requirement of this Grant Contract.
- D.26. Charges to Service Recipients Prohibited. The Grantee shall not collect any amount in the form of fees or reimbursements from the recipients of any service provided pursuant to this Grant Contract.
- D.27. No Acquisition of Equipment or Motor Vehicles. This Grant Contract does not involve the acquisition and disposition of equipment or motor vehicles acquired with funds provided under this Grant Contract.
- D.28. State and Federal Compliance. The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract. The U.S. Office of Management and Budget's Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is available here: [http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=c6b2f053952359ba94470ad3a7c1a975&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)
- D.29. Governing Law. This Grant Contract shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to its conflict or choice of law rules. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant Contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-408.
- D.30. Completeness. This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions agreed to by the parties. This Grant Contract supersedes any and all prior understandings, representations, negotiations, or agreements between the parties, whether written or oral.

- D.31. Severability. If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions shall not be affected and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.
- D.32. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant Contract.
- D.33. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101, *et seq.*, addressing contracting with persons as defined at Tenn. Code Ann. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Grant Contract. The Grantee certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.
- D.34. Debarment and Suspension. The Grantee certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
  - b. have not within a three (3) year period preceding this Grant Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

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

**E. SPECIAL TERMS AND CONDITIONS:**

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, the special terms and conditions shall be subordinate to the Grant Contract's other terms and conditions.
- E.2. Printing Authorization. The Grantee agrees that no publication coming within the jurisdiction of Tenn. Code Ann. § 12-7-101, *et seq.*, shall be printed pursuant to this Grant Contract unless a printing authorization number has been obtained and affixed as required by Tenn. Code Ann. § 12-7-103(d).
- E.3. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant Contract.
- E.4. Personally Identifiable Information. While performing its obligations under this Grant Contract, Grantee may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Grant Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Grantee agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Grantee shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Grantee and in accordance with this Grant Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Grantee shall immediately notify State: (1) of any disclosure or use of any PII by Grantee or any of its employees, agents and representatives in breach of this Grant Contract; and (2) of any disclosure of any PII to Grantee or its employees, agents and representatives where the purpose of such disclosure is not known to Grantee or its employees, agents and representatives. The State reserves the right to review Grantee's policies and procedures used to maintain the security and confidentiality of PII and Grantee shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify or ensure that Grantee is in full compliance with its obligations under this Grant Contract in relation to PII. Upon termination or expiration of the Grant Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Grantee shall immediately return to the State any and all PII which it has received under this Grant Contract and shall destroy all records of such PII.

The Grantee shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Grantee ("Unauthorized Disclosure") that come to the Grantee's attention. Any such report shall be made by the Grantee within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Grantee. Grantee shall take all necessary measures to halt any further Unauthorized Disclosures. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Grantee shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including

individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Grant Contract or otherwise available at law. The obligations set forth in this Section shall survive the termination of this Grant Contract.

E.5. Federal Funding Accountability and Transparency Act (FFATA).

This Grant Contract requires the Grantee to provide supplies or services that are funded in whole or in part by federal funds that are subject to FFATA. The Grantee is responsible for ensuring that all applicable FFATA requirements, including but not limited to those below, are met and that the Grantee provides information to the State as required.

The Grantee shall comply with the following:

a. Reporting of Total Compensation of the Grantee's Executives.

- (1) The Grantee shall report the names and total compensation of each of its five most highly compensated executives for the Grantee's preceding completed fiscal year, if in the Grantee's preceding fiscal year it received:
  - i. 80 percent or more of the Grantee's annual gross revenues from Federal procurement contracts and federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub awards); and
  - ii. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and sub awards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

As defined in 2 C.F.R. § 170.315, "Executive" means officers, managing partners, or any other employees in management positions.

- (2) Total compensation means the cash and noncash dollar value earned by the executive during the Grantee's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.

- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b. The Grantee must report executive total compensation described above to the State by the end of the month during which this Grant Contract is established.
- c. If this Grant Contract is amended to extend its term, the Grantee must submit an executive total compensation report to the State by the end of the month in which the amendment to this Grant Contract becomes effective.
- d. The Grantee will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this Grant Contract. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.

The Grantee's failure to comply with the above requirements is a material breach of this Grant Contract for which the State may terminate this Grant Contract for cause. The State will not be obligated to pay any outstanding invoice received from the Grantee unless and until the Grantee is in full compliance with the above requirements.

- E.6. Health Care Data. Grantee shall provide data reports about health care services provided under this Grant using the Department of Health's Patient Tracking and Billing Management Information System (or its successor). Data regarding health care services provided by the Grantee shall be coded and entered into the Patient Tracking and Billing Management Information System (PTBMIS), using the PTBMIS Codes Manual. The PTBMIS Codes manual is available electronically at <http://hsaintranet.health.tn.gov/> and e-mail notices shall be sent to the Grantee regarding new revisions and/or updates, which can be accessed through the above-referenced website.

On a schedule defined by the State, the Grantee shall submit Central Office Database Report (CODB) files, as defined in PTBMIS, electronically to the State. The Grantee shall also submit other health care data reports, as requested by the State, and in a format acceptable to the State.

Signature Page Follows Below.

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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:  
*Tina Lester*  
5EE94599A8D6403  
1/4/2021  
\_\_\_\_\_  
Administrative Director, Metro Public Health Department  
\_\_\_\_\_  
Date

DocuSigned by:  
*Alex Sahangir*  
75073519A05A40F  
1/4/2021  
\_\_\_\_\_  
Chair, Board of Health  
\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Director, Department of Finance  
\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

\_\_\_\_\_  
Director of Risk Management Services  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Metropolitan Attorney  
\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk  
\_\_\_\_\_  
Date

DEPARTMENT OF HEALTH:

\_\_\_\_\_  
Lisa Piercey, MD, MBA, FAAP  
Commissioner  
\_\_\_\_\_  
Date

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	Pending
Federal award date	Pending
CFDA number and name	93.940
Grant contract's begin date	January 1, 2021
Grant contract's end date	December 31, 2021
Amount of federal funds obligated by this grant contract	\$696,500
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	Pending
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur C. Lusby GMO CDC ALusby@cdc.gov (770) 488-2865
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.8% Salary & Benefits

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**

**ATTACHMENT 1****Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	Metropolitan Government of Nashville and Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	Pending
Federal award date	Pending
CFDA number and name	93.977
Grant contract's begin date	January 1, 2021
Grant contract's end date	December 31, 2021
Amount of federal funds obligated by this grant contract	\$200,000
Total amount of federal funds obligated to the subrecipient	
Total amount of the federal award to the pass-through entity (Grantor State Agency)	Pending
Name of federal awarding agency	Centers for Disease Control and Prevention (CDC)
Name and contact information for the federal awarding official	Arthur C. Lusby, GMO CDC ALusby@cdc.gov (770) 488-2685
Is the federal award for research and development?	NO
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	15.8% Salary & Benefits

**\* Information listed in the Federal Award Identification Worksheet is subject to change periodically during the Grant Contract Term. The State shall provide updated information to the Grantee as changes occur.**



## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 1)

Metropolitan Government of Nashville & Davidson County - HIV Prevention/Surveillance/Testing/STD/PrEP - Roll up				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$759,400.00	\$0.00	\$759,400.00
2	Benefits & Taxes	\$243,800.00	\$0.00	\$243,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$7,600.00	\$0.00	\$7,600.00
5	Supplies	\$15,000.00	\$0.00	\$15,000.00
6	Telephone	\$7,200.00	\$0.00	\$7,200.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$10,400.00	\$0.00	\$10,400.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost	\$34,300.00	\$0.00	\$34,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$1,077,700.00</b>	<b>\$0.00</b>	<b>\$1,077,700.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2**  
**GRANT BUDGET**  
 (BUDGET PAGE 2)

Metropolitan Government of Nashville & Davidson County - HIV Prevention				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$329,800.00	\$0.00	\$329,800.00
2	Benefits & Taxes	\$99,000.00	\$0.00	\$99,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,800.00	\$0.00	\$2,800.00
6	Telephone	\$2,000.00	\$0.00	\$2,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,800.00	\$0.00	\$2,800.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (3.04% of salaries and benefits)	\$13,000.00	\$0.00	\$13,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$449,400.00</b>	<b>\$0.00</b>	<b>\$449,400.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 3)**

SALARIES										AMOUNT
Norman Foster, Manager	\$6,564.41	x		80%	x		12			\$63,018.34
Adriane Good, Communicable Disease Investigator	\$4,436.02	x		12%	x		12			\$6,387.87
Vacant, Program Coordinator	\$3,721.21	x		85%	x		12			\$37,956.34
Vacant, Communicable Disease Investigator	\$3,412.34	x		60%	x		12			\$24,568.85
Melody Quarles, Communicable Disease Investigator	\$4,436.02	x		100%	x		12			\$53,232.24
Vacant, Communicable Disease Investigator	\$3,412.34	x		85%	x		12			\$34,805.87
John George Michael, Communicable Disease Investigator	\$3,526.08	x		85%	x		12			\$35,966.02
Erene Bell, Communicable Disease Investigator	\$3,526.08	x		85%	x		12			\$35,966.02
Sarah Rash, Office Support Representative	\$3,156.33	x		100%	x		12			\$37,875.96
ROUNDED TOTAL										\$329,800.00

TRAVEL/ CONFERENCES & MEETINGS										AMOUNT
Routine Travel @ .47 per mile (approx. 5,957 estimated for the year)										\$2,800.00
ROUNDED TOTAL										\$2,800.00

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 4)

Metropolitan Government of Nashville & Davidson County - HIV Surveillance				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$64,100.00	\$0.00	\$64,100.00
2	Benefits & Taxes	\$26,800.00	\$0.00	\$26,800.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$2,600.00	\$0.00	\$2,600.00
5	Supplies	\$3,100.00	\$0.00	\$3,100.00
6	Telephone	\$0.00	\$0.00	\$0.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$500.00	\$0.00	\$500.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (7.7% of salaries and benefits)	\$7,000.00	\$0.00	\$7,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$104,100.00	\$0.00	\$104,100.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 5)**

SALARIES								AMOUNT
Adriane Good, Communicable Disease Investigator	4,436.02	x	88%	x	12	+	\$880 Longevity	\$47,724.37
Vacant, Communicable Disease Investigator	\$3,412.34	x	40%	x	12			\$16,379.23
ROUNDED TOTAL								\$64,100.00

PROFESSIONAL FEES								AMOUNT
Temporary Clerical Support Services								\$2,600.00
ROUNDED TOTAL								\$2,600.00

TRAVEL/ CONFERENCES & MEETINGS								AMOUNT
Local travel reimbursements @ .47 per mile (approx 1,064 miles estimated for the year)								\$500.00
ROUNDED TOTAL								\$500.00

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 6)

Metropolitan Government of Nashville & Davidson County - HIV Testing - Federal				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$100,300.00	\$0.00	\$100,300.00
2	Benefits & Taxes	\$30,100.00	\$0.00	\$30,100.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$1,000.00	\$0.00	\$1,000.00
6	Telephone	\$1,600.00	\$0.00	\$1,600.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$5,000.00	\$0.00	\$5,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (3.84% of salaries and benefits)	\$5,000.00	\$0.00	\$5,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$143,000.00	\$0.00	\$143,000.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

ATTACHMENT 2 (continued)  
GRANT BUDGET LINE-ITEM DETAIL  
(BUDGET PAGE 7)

SALARIES								AMOUNT
Sherronda Broughton, Program Specialist	\$3,808.11	x	65%	x	12	+	\$608 Longevity	\$30,311.26
James Dickerson, Program Specialist	\$2,965.05	x	100%	x	12			\$35,580.60
Vacant, Program Specialist	\$2,869.40	x	100%	x	12			\$34,432.80
ROUNDED TOTAL								\$100,300.00

TRAVEL/ CONFERENCES & MEETINGS								AMOUNT
Parking Reimbursements								\$5,000.00
ROUNDED TOTAL								\$5,000.00

**ATTACHMENT 2****GRANT BUDGET**

(BUDGET PAGE 8)

<b>Metropolitan Government of Nashville &amp; Davidson County - Federal STD Prevention</b>				
<b>APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.</b>				
<b>POLICY 03 Object Line-item Reference</b>	<b>EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)</b>	<b>GRANT CONTRACT</b>	<b>GRANTEE PARTICIPATION</b>	<b>TOTAL PROJECT</b>
1	Salaries <sup>2</sup>	\$139,500.00	\$0.00	\$139,500.00
2	Benefits & Taxes	\$39,000.00	\$0.00	\$39,000.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$5,000.00	\$0.00	\$5,000.00
5	Supplies	\$5,200.00	\$0.00	\$5,200.00
6	Telephone	\$3,000.00	\$0.00	\$3,000.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$2,000.00	\$0.00	\$2,000.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (3.53% of salaries & benefits)	\$6,300.00	\$0.00	\$6,300.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	<b>GRAND TOTAL</b>	<b>\$200,000.00</b>	<b>\$0.00</b>	<b>\$200,000.00</b>

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.



**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
 (BUDGET PAGE 9)

SALARIES								AMOUNT
Norman Foster, Manager	\$6,564.41	x	20%	#	12			\$15,754.58
Makatlyn Pledge, Communicable Disease Investigator	\$3,412.34	x	85%	x	12			\$34,805.87
Shellia Kirkendoll, Communicable Disease Investigator	\$4,436.02	x	100%	x	12	+	\$935 Longevity	\$54,167.24
Camesha Beard, Communicable Disease Investigator	\$3,412.34	x	85%	x	12			\$34,805.87
ROUNDED TOTAL								\$139,500.00

PROFESSIONAL FEES								AMOUNT
Temporary Clerical Support Services								\$5,000.00
ROUNDED TOTAL								\$5,000.00

TRAVEL/ CONFERENCES & MEETINGS								AMOUNT
Local travel reimbursements @ .47 per mile (approx. 4,255 miles estimated for the year)								\$2,000.00
ROUNDED TOTAL								\$2,000.00

## ATTACHMENT 2

## GRANT BUDGET

(BUDGET PAGE 10)

Metropolitan Government of Nashville & Davidson County - HIV PreP Clinic- State				
APPLICABLE PERIOD: The grant budget line-item amounts below shall be applicable only to expense incurred during the period beginning January 1, 2021, and ending December 31, 2021.				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY <sup>1</sup> (detail schedule(s) attached as applicable)	GRANT CONTRACT	GRANTEE PARTICIPATION	TOTAL PROJECT
1	Salaries <sup>2</sup>	\$125,700.00	\$0.00	\$125,700.00
2	Benefits & Taxes	\$48,900.00	\$0.00	\$48,900.00
4, 15	Professional Fee/ Grant & Award <sup>2</sup>	\$0.00	\$0.00	\$0.00
5	Supplies	\$2,900.00	\$0.00	\$2,900.00
6	Telephone	\$600.00	\$0.00	\$600.00
7	Postage & Shipping	\$0.00	\$0.00	\$0.00
8	Occupancy	\$0.00	\$0.00	\$0.00
9	Equipment Rental & Maintenance	\$0.00	\$0.00	\$0.00
10	Printing & Publications	\$0.00	\$0.00	\$0.00
11, 12	Travel/ Conferences & Meetings <sup>2</sup>	\$100.00	\$0.00	\$100.00
13	Interest <sup>2</sup>	\$0.00	\$0.00	\$0.00
14	Insurance	\$0.00	\$0.00	\$0.00
16	Specific Assistance To Individuals <sup>2</sup>	\$0.00	\$0.00	\$0.00
17	Depreciation <sup>2</sup>	\$0.00	\$0.00	\$0.00
18	Other Non-Personnel <sup>2</sup>	\$0.00	\$0.00	\$0.00
20	Capital Purchase <sup>2</sup>	\$0.00	\$0.00	\$0.00
22	Indirect Cost (1.72% salaries & benefits)	\$3,000.00	\$0.00	\$3,000.00
24	In-Kind Expense	\$0.00	\$0.00	\$0.00
25	GRAND TOTAL	\$181,200.00	\$0.00	\$181,200.00

<sup>1</sup> Each expense object line-item shall be defined by the Department of Finance and Administration Policy 03, Uniform Reporting Requirements and Cost Allocation Plans for Subrecipients of Federal and State Grant Monies, Appendix A. (posted on the Internet at: <https://www.tn.gov/assets/entities/finance/attachments/policy3.pdf>).

<sup>2</sup> Applicable detail follows this page if line-item is funded.

**ATTACHMENT 2 (continued)**  
**GRANT BUDGET LINE-ITEM DETAIL**  
**(BUDGET PAGE 11)**

SALARIES							AMOUNT
Catya Campbell, Program Specialist	\$3,526.08	x	100%	x	12		\$42,312.96
Candi Stancil, Public Health Nurse Practitioner	\$6,951.42	x	100%	x	12		\$83,417.04
ROUNDED TOTAL							\$125,700.00

TRAVEL/ CONFERENCES & MEETINGS	AMOUNT
Local Mileage @ .47 per mile (aprox 213 miles for the year)	\$100.00
ROUNDED TOTAL	\$100.00

STATE OF TENNESSEE  
INVOICE FOR REIMBURSEMENT

For ACCOUNTS MANAGEMENT OFFICE USE ONLY			
PO#	LINE#	RECEIPT #	TDOH AGENCY INVOICE #
EDISON CONTRACT #			
EDISON VENDOR #		EDISON ADDRESS LINE #	VOUCHER #

NAME AND REMITTANCE ADDRESS OF CONTRACTOR/GRANTEE				INVOICE NUMBER
				INVOICE DATE
				INVOICE PERIOD
Edison Vendor #				FROM TO
CONTRACTING STATE AGENCY Tennessee Department of Health				CONTRACT PERIOD FROM TO
PROGRAM AREA				CONTACT PERSON/TELEPHONE NO.
OCR CONTRACT NUMBER				
BUDGET	(A)	(B)	(C)	FOR CENTRAL OFFICE USE ONLY
LINE	TOTAL	AMOUNT BILLED	MONTHLY	
ITEMS	CONTRACT	YTD	EXPENDITURES	SPEEDCHART NUMBER:
	BUDGET		DUE	USERCODE:
		(MO./DAY/YR.)		PROJECT ID:
				AMOUNT:
Salaries				
Benefits				SPEEDCHART NUMBER:
Professional Fee/Grant & Award				USERCODE:
Supplies				PROJECT ID:
Telephone				AMOUNT:
Postage & Shipping				
Occupancy				SPEEDCHART NUMBER:
Equipment Rental & Maintenance				USERCODE:
Printing & Publications				PROJECT ID:
Travel/Conferences & Meetings				AMOUNT:
Interest				
Insurance				SPEEDCHART NUMBER:
Specific Assistance to Individuals				USERCODE:
Depreciation				PROJECT ID:
Other Non Personnel				AMOUNT:
Capital Purchase				
Indirect Cost				
TOTAL				

I certify to the best of my knowledge and belief that the data above are correct, that all expenditures were made in accordance with the contract conditions, and that payment is due and has not been previously requested.

CONTRACTOR'S/GRANTEE'S AUTHORIZED SIGNATURE

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please check one of the following boxes

These services are for ☐ medical services

☐ non-medical services

PROGRAM APPROVAL AUTHORIZED SIGNATURE

Title: \_\_\_\_\_

Date: \_\_\_\_\_

RECOMMENDED FOR PAYMENT

CONTRACTING STATE AGENCY'S AUTHORIZED CERTIFICATION

FOR FISCAL USE ONLY

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT: 2

## Instructions & Hints

### Do not send a worksheet that is linked to another file

Line by line instructions are on the "line by line info" tab

Retain this file in blank form

Use "File Save As" to save information for a specific contract or reporting period

**File Names:** Please use the following format when naming files.

**name of agency REPORTING PERIOD END.xls**

**do not abbreviate the agency name**

example: davidson county health MARCH 02.xls

Reporting period - the start and end dates of the quarter being reported

Reporting periods are based on the Agency's fiscal year

Grant period - the start and end dates of the contract being reported

Send a report for every quarter even if there is no activity for that quarter

Abbreviations - do not abbreviate the Agency name

Number pages using the "page \_\_\_\_ of \_\_\_\_ pages" format

### THE WORKSHEET IS NOT PROTECTED

**do not overwrite formulas (identified by yellow shading and "0" ) or change formats**

**do not overwrite/edit shaded areas (move to the cell beyond the shading for input)**

**do not add (insert) lines do not change shaded areas**

Expense and Revenue pages can show information for 2 contracts

Use separate Schedules A & B to report contracts for each granting State agency

Use additional expense and revenue pages for more than 2 contracts

copy all lines & fields to the first blank line below the last line in column A

with the cursor at the start of the added page, use "insert" "page break" for print purposes

reset print range to cover the added page(s) and correct the page numbers

Contract Number is the State Contract Number, NOT the agency program number

Report by program within the State Contract Number within State Department

Summarize programs into totals by State Contract Number and State Department totals

Do not combine State Contract Numbers

One Funding Information Summary and one Schedule C are required from each contractor submitting reports

Review Section C in all contracts for reporting requirements

### ALLOCATION OF ADMINISTRATIVE COSTS

Requires completion of all attached sheets

**NOTE** If files are not properly named and print ranges not set, the report will be returned for correction

Do not send invoices with expense reports

**If refund due, mail reports with check or send note with e-mail that check in the mail**

e-mail completed files to: <mailto:Policy3.AMO.Health@tn.gov>

e-mail filing replaces mailing forms

Mailing Address:

Milton K. Threet

Tennessee Department of Health

Fiscal Services

6th Floor - Andrew Johnson Tower

710 James Robertson Parkway

Nashville, TN 37243

Telephone 615-532-7133

FAX 615-741-9533

**PROGRAM EXPENSE REPORT (Excerpted from Policy 3 statement)**  
**SCHEDULE A**  
**EXPENSE BY OBJECT LINE-ITEMS**

There are seventeen specific object expense categories; two subtotals (Line 3, Total Personnel Expenses, and Line 19, Total Non-personnel Expenses); and Reimbursable Capital Purchases (Line 20), above Line 21, Total Direct Program Expenses. All expenses should be included in one or more of the specific categories, or in an additional expense category entered under Line 18, Other Non-personnel Expenses. The contracting state state agency may determine these requirements.

With the exception of depreciation, everything reported in Lines 1 through 21 must represent an actual cash disbursement or accrual as defined in the Basis For Reporting Expenses/Expenditures section on page 13.

**THE YEAR-TO-DATE EXPENSES MUST BE TRACABLE TO THE REPORTING AGENCY'S GENERAL LEDGER**

**Line 1 Salaries And Wages**

On this line, enter compensation, fees, salaries, and wages paid to officers, directors, trustees, and employees. An attached schedule may be required showing client wages or other included in the aggregations.

**Line 2 Employee Benefits & Payroll Taxes**

Enter (a) the organization's contributions to pension plans and to employee benefit programs such as health, life, and disability insurance; and (b) the organization's portion of payroll taxes such as social security and medicare taxes and unemployment and workers' compensation insurance. An attached schedule may be required showing client benefits and taxes or other included in the aggregations.

**Line 3 Total Personnel Expenses**

Add lines 1 and 2.

**Line 4 Professional Fees**

Enter the organization's fees to outside professionals, consultants, and personal-service contractors. Include legal, accounting, and auditing fees. An attached schedule may be required showing the details in the aggregation of professional fees.

**Line 5 Supplies**

Enter the organization's expenses for office supplies, housekeeping supplies, food and beverages, and other supplies. An attached schedule may be required showing food expenses or other details included in the aggregations.

**Line 6 Telephone**

Enter the organization's expenses for telephone, cellular phones, beepers, telegram, FAX, E-mail, telephone equipment maintenance, and other related expenses.

**Line 7 Postage And Shipping**

Enter the organization's expenses for postage, messenger services, overnight delivery, outside mailing service fees, freight and trucking, and maintenance of delivery and shipping vehicles. Include vehicle insurance here or on line 14.

**Line 8 Occupancy**

Enter the organization's expenses for use of office space and other facilities, heat, light, power, other utilities, outside janitorial services, mortgage interest, real estate taxes, and similar expenses. Include property insurance here or on line 14.

**Line 9 Equipment Rental And Maintenance**

Enter the organization's expenses for renting and maintaining computers, copiers, postage meters, other office equipment, and other equipment, except for telephone, truck, and automobile expenses, reportable on lines 6, 7, and 11, respectively.

**Line 10 Printing And Publications**

Enter the organization's expenses for producing printed materials, purchasing books and publications, and buying subscriptions to publications.

**Line 11 Travel**

Enter the organization's expenses for travel, including transportation, meals and lodging, and per diem payments. Include gas and oil, repairs, licenses and permits, and leasing costs for company vehicles. Include travel expenses for meetings and conferences. Include vehicle insurance here or on line 14.

**Line 12 Conferences And Meetings**

Enter the organization's expenses for conducting or attending meetings, conferences, and conventions. Include rental of facilities, speakers' fees and expenses, printed materials, and registration fees (but not travel).

**Line 13 Interest**

Enter the organization's interest expense for loans and capital leases on equipment, trucks and automobiles, and other notes and loans. Do not include mortgage interest reportable on line 8.

**Line 14 Insurance**

Enter the organization's expenses for liability insurance, fidelity bonds, and other insurance. Do not include employee-related insurance reportable on line 2. Do not include property and vehicle insurance if reported on lines 7, 8, or 11.

**Line 15 Grants And Awards**

Enter the organization's awards, grants, subsidies, and other pass-through expenditures to individuals and to other organizations. Include allocations to affiliated organizations. Include in-kind grants to individuals and organizations. Include scholarships, tuition payments, travel allowances, and equipment allowances to clients and individual beneficiaries. Pass-through funds are not included when computing administrative expenses reported on Line 22.

**Line 16 Specific Assistance to Individuals**

Enter the organization's direct payment of expenses of clients, patients, and individual beneficiaries. Include such expenses as medicines, medical and dental fees, children's board, food and homemaker services, clothing, transportation, insurance coverage, and wage supplements.

**Line 17 Depreciation**

Enter the expenses the organization records for depreciation of equipment, buildings, leasehold improvements, and other depreciable fixed assets.

**Line 18 Other Non-personnel Expenses**

NOTE: Expenses reportable on lines 1 through 17 should not be reported in an additional expense category on line 18. A description should be attached for each additional category entered on line 18. The contracting state agency may determine these requirements. Enter the organization's allowable expenses for advertising (1), bad debts (2), contingency provisions (7), fines and penalties (14), independent research and development (reserved) (17), organization (27), page charges in professional journals (29), rearrangement and alteration (39), recruiting (41), and taxes (47). Include the organization's and employees' membership dues in associations and professional societies (26). Include other fees for the organization's licenses, permits, registrations, etc.

**Line 19 Total Non-personnel Expenses**

Add lines 4 through 18.

**Line 20 Reimbursable Capital Purchases**

Enter the organization's purchases of fixed assets. Include land, equipment, buildings, leasehold improvements, and other fixed assets. An attached schedule may be required showing the details for each such purchase.

**Line 21 Total Direct Program Expenses**

Add lines 3, 19, and 20.

Includes direct and allocated direct program expenses.

**Line 22 Administrative Expenses**

The distribution will be made in accordance with an allocation plan approved by your cognizant state agency.

**Line 23 Total Direct And Administrative Expenses**

Line 23 is the total of Line 21, Total Direct Program Expenses, and Line 22, Administrative Expenses. Line 23, Total Direct and Administrative Expenses Year-to-Date should agree with the Total of Column B, Year-to-Date Actual Expenditures of the *Invoice for Reimbursement*.



**Line 24 In-Kind Expenses**

In-kind Expenses (Line 24) is for reporting the value of contributed resources applied to the program. Approval and reporting guidelines for in-kind contributions will be specified by those contracting state agencies who allow their use toward earning grant funds.

Carry forward to Schedule B, Line 38.

**Line 25 Total Expenses**

The sum of Line 23, Total Direct and Administrative Expenses, and Line 24, In-kind Expenses, goes on this line.

**PROGRAM REVENUE REPORT (PRR)****SCHEDULE B****SOURCES OF REVENUE**

The revenue page is intended to be an extension of the total expenses page, in that the columns should match up by contract/attachment number and program title. There are ten revenue sources (Schedule B, Part 1) and three subtotals (Lines 33, 41, and 43). Additional supplemental schedules for one or more of the line items may be attached, if needed. Each revenue column should be aligned with its corresponding expense column from Schedule A.

**Reimbursable Program Funds****Line 31 Reimbursable Federal Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from federal program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 32 Reimbursable State Program Funds**

Enter the portion of Total Direct & Administrative Expenses reported on Line 23, Schedule A, that is reimbursable from state program funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 33 Total Reimbursable Program Funds (Equals Schedule B, Line 55)**

Add lines 31 and 32.

**Matching Revenue Funds****Line 34 Other Federal Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other federal funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 35 Other State Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other state funds. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 36 Other Government Funds**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other government funds. The state funding agency may have an attached detail listing and reconciliation schedule.

**Line 37 Cash Contributions (Non-government)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from such sources of cash contributions as corporations, foundations, trusts, individuals, United Ways, other not-for-profit organizations, and from affiliated organizations. The state funding agency may require an attached detail listing and reconciliation schedule.

**Line 38 In-Kind Contributions (Equals Schedule A, Line 24)**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from direct and administrative in-kind contributions. The state funding agency may require an attached detail listing and reconciliation schedule. Approval and guidelines for valuation and reporting of in-kind contributions will be specified by those grantor agencies who allow their use toward earning grant funds.

**Line 39 Program Income**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from program income related to the program funded by the state agency. The state funding agency may require an attached detail listing.

**Line 40 Other Matching Revenue**

Enter the portion of matching revenues reported on Line 54, Subtract Matching Expenses (Equals Line 41), that is from other revenues not included in lines 34 through 39. The state funding agency may require an attached detail listing.

**Line 41 Total Matching Revenue Funds**

Add lines 34 through 40

**Line 42 Other Program Funds**

Enter program income related to the program funded by the state agency but not reported as matching revenue funds on Line 54.

**Line 43 Total Revenue**

Add lines 33, 41, and 42

**RECONCILIATION BETWEEN TOTAL EXPENSES  
AND REIMBURSABLE EXPENSES  
SCHEDULE B - (Lines 51 to 59)**

This section, at the bottom of Schedule B, is for subtracting non-reimbursable amounts included in Total Expenses (Line 25, Schedule A and Line 51, Schedule B).

The first line of this section, Line 51, Total Expenses, is brought forward from the last line of the corresponding Schedule A Total Expense Page.

There are three categories of adjustments for which titled lines are provided:

**Line 52 OTHER UNALLOWABLE EXPENSES:**

Some program expenses may not be reimbursable under certain grants. This is a matter between the contracting parties, and will vary according to the state agency involved and the type of grant or contract. Consult your contract or the department that funds the program for guidelines.

**Line 53 EXCESS ADMINISTRATION:**

This adjustment line may be used to deduct allocated Administration and General expenses in excess of an allowable percentage specified in the grant contract. It may also be used to deduct an adjustment resulting from limitations on certain components of Administration and General expenses. Again, the specific guidelines of the department and grant involved are the controlling factor.

**Line 54 MATCHING EXPENSES (Equals Schedule B, Line 41)**

Since the goal is to arrive at a reimbursable amount, the expenses paid out of other sources of funding, local support and program user fees for example, will have to be deducted. The amount left should be only that which is to be paid for by the contracting state agency.

**Line 55 REIMBURSABLE EXPENSES (Line 51 less Lines 52, 53, and 54)  
(Equals Schedule B, Line 33)**

This is the amount that the contracting state agency will pay for the quarter's operations of the program. The cumulative column is what the grant actually paid to date.

**Line 56 TOTAL REIMBURSEMENT-TO-DATE**

In the quarter-to-date column, this is the total received for this quarter from filing of the Invoice For Reimbursement. The cumulative column's amount is the total received for the grant year-to-date.

**Line 57 DIFFERENCE (Line 55 less Line 56)**

This is the portion of Reimbursable Expenses not yet paid.

**Line 58 ADVANCES**

Any advance payments for a grant should appear on this line.

**Line 59 THIS REIMBURSEMENT (Line 57 less Line 58)**

The remainder should be the amount due under the grant contract. Actual payments are made through the invoicing process and not through the filing of this report.

## POLICY 3 REPORTING REQUIREMENTS - SUMMARY

Policy 3 requires reporting the entire operation of the Grantee agency. This could include numerous programs and contracts. Policy 3 requirements are outlined in each contract and are available on line at: <http://www.state.tn.us/finance/act/policyb.html>

The "Contractor/Grantee" is the agency receiving the state grant.

The "Contracting State Agency" is the state agency that gives the grant.

Reports are normally due 30 days after the close of the Grantee's accounting quarter and year, which may/may not coincide with the State accounting quarter and year end. Exact requirements are in the contract.

Policy 3 reporting requires one report from each contracting agency consisting of Schedules A, B, and C and a Funding Information Summary. Schedules A and B detail each program added to a contract total. Schedules A and B are designed to show 2 programs per page and there would be only one Schedule C per grantee. On Schedules A and B, programs that are not state funded can be rolled into a single program category. The lines on Schedule A for year-to-date information add across all programs/contracts to the corresponding line on the Schedule C - Grant contracts in the first column and non-grant operations in the second column.

The third column of the Schedule C shows Administrative Expenses incurred by the Grantee. Administrative expenses are generally those that benefit programs but are not directly associated with the program/contract. These could include the Executive Director, office operation, accounting staff, and other similar expenses. This column will also show the allocation of Administrative Expenses to the various programs/contracts, if this is done by the Grantee. If allocated, a negative on line 22 is equal to the Administrative Expense allocated to the grant and non-grant programs/contracts. Administrative Expenses may include some items that are not subject to allocation so the amount allocated may/may not equal the total Administrative Expense reported. Allocation of Administrative Expenses requires an approved allocation plan.

The fourth column of the Schedule C shows the total operation of the reporting grantee for the year-to-date. The Policy 3 report should, in total, match the total operation of the Grantee.

The funding Information Summary shows the method of allocating Administrative Expenses. If there is no approved allocation plan and the grantee does not allocate Administrative Expenses, then there is no entry on Schedule C, line 22 and no allocation to the programs/contracts. This form must be submitted with every report.

**Tennessee Department of Health  
Funding Information Summary**

AGENCY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

REPORTING PERIOD: (MM/DD/YY) \_\_\_\_\_

FROM: \_\_\_\_\_

THRU: \_\_\_\_\_

AGENCY FISCAL YEAR END (MM/DD) \_\_\_\_\_

COST ALLOCATION: \_\_\_\_\_

DOES YOUR ORGANIZATION HAVE AN APPROVED COST ALLOCATION PLAN?

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, Name of organization that approved the Plan: \_\_\_\_\_

IF COST ALLOCATION IS APPLIED, INDICATE THE METHOD OF ALLOCATION:

Ratio of direct program salaries to total direct salaries applied to administrative cost. \_\_\_\_\_

Ratio of direct program expenditure to total direct expenditures applied to administrative cost. \_\_\_\_\_

Cost step down. \_\_\_\_\_

Other (describe) \_\_\_\_\_

Is your organization: \_\_\_\_\_

\_\_\_\_\_ A private not-for-profit organization?

\_\_\_\_\_ A state college or university, or part of a city government?

DIRECTOR \_\_\_\_\_

PHONE # \_\_\_\_\_

PREPARER OF REPORT \_\_\_\_\_

PHONE # \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY

REPORT PERIOD

Program #

Contract Number

Grant Period

Program Name

Service Name

Schedule A		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses (add lines 1 and 2)				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses (add lines 4 - 18)				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				

Schedule B, Part 1

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

CONTRACTOR/GRANTEE

FEDERAL ID #

CONTRACTING STATE AGENCY		REPORT PERIOD
Program #		
Contract Number		
Grant Period		
Program Name		
Service Name		

Schedule B		QUARTER TO DATE	YEAR TO DATE	QUARTER TO DATE	YEAR TO DATE
Item #	SOURCES OF REVENUE				
31	Reimbursable Program Funds				
32	Reimbursable Federal Program Funds				
33	Reimbursable State Program Funds				
	Total Reimbursable Program Funds (equals line 55)				
34	Matching Revenue Funds				
35	Other Federal Funds				
36	Other State Funds				
37	Other Government Funds				
38	Cash Contributions (non-government)				
39	In-Kind Contributions (equals line 24)				
40	Program Income				
41	Other Matching Revenue				
	Total Matching Revenue Funds (lines 34 - 40)				
42	Other Program Funds				
43	Total Revenue (lines 33, 41, & 42)				
Reconciliation Between Total and Reimbursable Expenses					
51	Total Expenses (line 25)				
52	Subtract Other Unallowable Expenses (contractual)				
53	Subtract Excess Administration Expenses (contractual)				
54	Subtract Matching Expenses (equals line 41)				
55	Reimbursable Expenses (line 51 less lines 52,53,54)				
56	Total Reimbursement To Date				
57	Difference (line 55 less line 56)				
58	Advances				
59	This reimbursement (line 57 less line 58)				

Schedule C - Final Page

STATE OF TENNESSEE

PROGRAM EXPENSE REPORT

FEDERAL ID #

CONTRACTOR/GRANTEE

CONTRACTING STATE AGENCY		REPORT PERIOD			
		TOTAL DIRECT PROGRAM EXPENSES	TOTAL NONGRANT/ UNALLOWABLE EXPENSES	TOTAL ADMINISTRATIVE EXPENSES	GRAND TOTAL
		YEAR TO DATE	YEAR TO DATE	YEAR TO DATE	YEAR TO DATE
Schedule A Year-To-Date Information					
Item #	EXPENSE BY OBJECT:				
1	Salaries and Wages				
2	Employee Benefits & Payroll Taxes				
3	Total Personnel Expenses				
4	Professional Fees				
5	Supplies				
6	Telephone				
7	Postage and Shipping				
8	Occupancy				
9	Equipment Rental and Maintenance				
10	Printing and Publications				
11	Travel				
12	Conferences and Meetings				
13	Interest				
14	Insurance				
15	Grants and Awards				
16	Specific Assistance to Individuals				
17	Depreciation				
18	Other Non-personnel Expenses (detail)				
a					
b					
c					
d					
19	Total Non-personnel Expenses				
20	Reimbursable Capital Purchases				
21	TOTAL DIRECT PROGRAM EXPENSES				
22	Administrative Expenses				
23	TOTAL DIRECT AND ADMINISTRATIVE EXPENSES				
24	In-Kind Expenses				
25	TOTAL EXPENSES				



**Attachment 5**

**Annual (Final) Report\***

- 1. Grantee Name:**
- 2. Grant Contract Edison Number:**
- 3. Grant Term:**
- 4. Grant Amount:**
- 5. Narrative Performance Details:** *(Description of program goals, outcomes, successes and setbacks, benchmarks or indicators used to determine progress and any activities that were not completed).*

---

**\*Submit copies to:**

**Patricia Beavers, DHA, MBA/ACC, Public Health Administrator 2, TN Department of Health, HIV, STD, Viral Hepatitis @ [patricia.beavers@tn.gov](mailto:patricia.beavers@tn.gov)**

**Lisa Piercey, MD, MBA, FAAP, Commissioner, TN Department of Health and,**

**TN Department of Finance and Administration @ [fa.audit@tn.gov](mailto:fa.audit@tn.gov)**

ATTACHMENT 6

Notice of Audit Report

Check one of the two boxes below and complete the remainder of this document as instructed. Send completed documents as a PDF file to [cpo.auditnotice@tn.gov](mailto:cpo.auditnotice@tn.gov). *The Grantee should submit only one, completed “Notice of Audit Report” document to the State ninety (90) days prior to the Grantee’s fiscal year.*

- ☐ Grantee Legal Entity Name is subject to an audit for fiscal year #.
- ☐ Grantee Legal Entity Name is not subject to an audit for fiscal year #.

Grantee’s Edison Vendor ID Number:

Grantee’s fiscal year end:

Any Grantee that is subject to an audit must complete the information below.

Type of funds expended	Estimated amount of funds expended by end of Grantee’s fiscal year
Federal pass-through funds	
a. Funds passed through the State of Tennessee	a.
b. Funds passed through any other entity	b.
Funds received directly from the federal government	
Non-federal funds received directly from the State of Tennessee	

**ATTACHMENT 7****Parent Child Information**

***The Grantee should complete this form and submit it with the Grant Contract. The Grantee should submit only one, completed "Parent Child Information" document to the State during the Grantee's fiscal year.***

"Parent" means an entity whose IRS filing contains the information of at least one other entity.

"Child" means an entity whose information is contained in another entity's IRS filing.

Grantee's Edison Vendor ID number:

Is **Grantee Legal Entity Name** a parent? Yes ☐ No ☐

If yes, provide the name and Edison Vendor ID number, if applicable, of any child entities.

Is **Grantee Legal Entity Name** a child? Yes ☐ No ☐

If yes, complete the fields below.

Parent entity's name: \_\_\_\_\_

Parent entity's tax identification number: \_\_\_\_\_

Note: If the parent entity's tax identification number is a social security number, this form must be submitted via US mail to:

Central Procurement Office, Grants Program Manager  
3<sup>rd</sup> Floor, WRS Tennessee Tower  
312 Rosa L Parks Avenue  
Nashville, TN 37243

Parent entity's contact information

Name of primary contact person: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Parent entity's Edison Vendor ID number, if applicable: \_\_\_\_\_



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-724, Version: 1**

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A resolution accepting a grant from the Marjorie A. Neuhoff Private Foundation, Inc. to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide funding for the care of shelter animals at Metro Animal Care and Control.

WHEREAS, the Marjorie A. Neuhoff Private Foundation, Inc. has awarded a grant in an amount not to exceed \$7,500.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide funding for the care of shelter animals at Metro Animal Care and Control; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant contract be approved.

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

Section 1. That the grant by and between the Marjorie A. Neuhoff Private Foundation, Inc., in an amount not to exceed \$7,500.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Health, to provide funding for the care of shelter animals at Metro Animal Care and Control, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this grant is to be appropriated to the Metropolitan Department of Health based on the revenues estimated to be received and any match to be applied.

Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution approves a donation in the amount of \$7,500 from the Marjorie A. Neuhoff Private Foundation, Inc., to Metro Animal Care and Control. This donation will be used for the care of shelter animals at Metro Animal Care and Control and placement of animals in loving homes.

# LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 01/19/21



Resolution



Ordinance

Contact/Prepared By: Brad Thompson

Date Prepared: 12/15/20

Title (Caption): Marjorie A Nuehoff Private Foundation grant

This grant from the Nuehoff Foundation is to Metro Animal Care & Control with restrictions on placing cats and dogs in loving homes.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: \_\_\_\_\_ Proposal No: \_\_\_\_\_

Proposing Department: Health Requested By: Health

Affected Department(s): Health Affected Council District(s): all

## Legislative Category (check one):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input checked="" type="checkbox"/> Grant            | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ 7,500.00

Funding Source: Capital Improvement Budget  
Capital Outlay Notes  
Departmental/Agency Budget  
Funds to Metro  
General Obligation Bonds  
Grant  
Increased Revenue Sources

Match: \$ 0.00

Judgments and Losses  
Local Government Investment Project  
Revenue Bonds  
Self-Insured Liability  
Solid Waste Reserve  
Unappropriated Fund Balance  
4% Fund  
Other: \_\_\_\_\_

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: VAUGHN WALSON

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY**

**FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_

## ADMINISTRATION

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

## DEPARTMENT OF LAW

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

Settlement Resolution/Memorandum Approved by: \_\_\_\_\_

Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law - White Copy

Administration - Yellow Copy

Finance Department - Pink Copy

## GRANT SUMMARY SHEET

<b>Grant</b>	Marjorie Nuehoff 21-21
<b>Department:</b>	HEALTH DEPARTMENT
<b>Grantor:</b>	MARJORIE NUEHOFF PRIVATE FOUNDATION
<b>Pass-Through Grantor</b>	
<b>Total Award this</b>	\$7,500.00
<b>Cash Match</b>	\$0.00
<b>Department</b>	Brad Thompson 340-0407
<b>Status</b>	NEW

**Program Description:**

This grant from the Nuehoff Foundation is to Metro Animal Care & Control with restrictions on placing cats and dogs in loving homes.

**Plan for continuation of services upon**

N/A

## Grants Tracking Form

## Part One

Pre-Application <input type="radio"/>		Application <input type="radio"/>		Award Acceptance <input checked="" type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
HEALTH DEPARTMENT	038	Brad Thompson				340-0407	
Grant Name:	Marjorie Nuehoff 21-21						
Grantor:	MARJORIE NUEHOFF PRIVATE FOUNDATION					Other:	
Grant Period From:	01/01/21	(applications only) Anticipated Application Date:					
Grant Period To:	06/30/21	(applications only) Application Deadline:					
Funding Type:	FOUNDATION	Multi-Department Grant <input type="checkbox"/>		If yes, list below.			
Pass-Thru:		Outside Consultant Project: <input type="checkbox"/>					
Award Type:	OTHER	Total Award:		\$7,500.00			
Status:	NEW	Metro Cash Match:		\$0.00			
Metro Category:	New Initiative	Metro In-Kind Match:		\$0.00			
CFDA #	N/A	Is Council approval required?		<input type="checkbox"/>			
Project Description:	Applic. Submitted Electronically? <input type="checkbox"/>						
This grant from the Nuehoff Foundation is to Metro Animal Care & Control with restrictions on placing cats and dogs in loving homes.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
None							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input type="checkbox"/>	
Explanation for "Other" means of determining match:							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?				Fund	Business Unit		
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)							
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		22.91%		Indirect Cost of Grant to Metro:		\$1,718.15	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0%		Ind. Cost Requested from Grantor:		\$0.00 in budget	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input type="checkbox"/>							
Metro or Community-based Partners:							

## Part Two

Grant Budget										
Budget Year	Metro Fiscal Year	Federal Grantor	State Grantor	Other Grantor	Local Match Cash	Match Source (Fund, BU)	Local Match In-Kind	Total Grant Each Year	Indirect Cost to Metro	Ind. Cost Neg. from Grantor
Yr 1	FY21			\$7,500.00	\$0.00		\$0.00	\$7,500.00	\$1,718.15	\$0.00
Yr 2	FY									
Yr 3	FY									
Yr 4	FY									
Yr 5	FY									
Total		\$0.00	\$0.00	\$7,500.00	\$0.00		\$0.00	\$7,500.00	\$1,718.15	\$0.00
Date Awarded:		12/15/20				\$7,500.00	Contract#:	LETTER		
(or) Date Denied:										
(or) Date Withdrawn:										

Contact: [trinity.weathersby@nashville.gov](mailto:trinity.weathersby@nashville.gov)  
[vaughn.wilson@nashville.gov](mailto:vaughn.wilson@nashville.gov)

Rev. 5/13/13  
5153

GCP Rec'd  
12/16/20

GCP Approved  
12/16/20

VW

**MARJORIE A. NEUHOFF PRIVATE FOUNDATION, INC**  
**A Georgia Corporation**

**Directors:**

Robert L. Dozier  
 Matthew B. Dozier  
 Kathy Dozier

1609 Daphne Ct.  
 Brentwood, TN 37027  
 (615) 376-4791

November 14, 2020

Metro Animal Care & Control  
 5125 Harding Place  
 Nashville, TN 37211

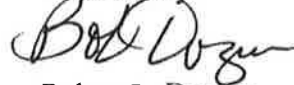
Gentlemen:

The Board of the Neuhoff Foundation has approved another contribution to your organization and a check for \$7,500 is enclosed. As I understand from previous conversations with people at Animal Control, even though you are a Government agency you can accept contributions. If this policy has changed, please let me know.

The type of services you render are things we, as a Board, appreciated and supported. Hopefully you will be able to place all of your cats and dogs in loving homes and we are pleased to contribute to your work.

If someone could acknowledge receipt of this gift to me at the above address, I would appreciate it.

Yours Truly



Robert L. Dozier

Enc.



SunTrust Bank  
 Official Trust Check

11/06/20

NO 0810531238

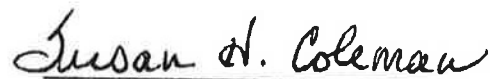
\*\*\*\*\*\$7,500.00

PAY Seven thousand five hundred and 00/100 Dollars

TO  
 THE  
 ORDER  
 OF  
 METRO ANIMAL CARE & CONTROL

FROM THE ACCOUNT OF THE MARJORIE NEUHOFF PRIVATE 0876-0047-7935260

DC000119 000004

  
 AUTHORIZED SIGNATURE  
 PAYABLE AT ANY SUNTRUST BANK

⑈0810531238⑈ ⑆061100790⑆ 7019019996⑈



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

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:

*Tina Lester*

5EE94599A8D6403...

Administrative Director, Metro Public Health Department

\_\_\_\_\_  
Date

DocuSigned by:

*Alex Jahangir*

7F973F49A06A4DE...

Chair, Board of Health

\_\_\_\_\_  
Date

APPROVED AS TO AVAILABILITY OF FUNDS:

\_\_\_\_\_  
Director, Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO RISK AND INSURANCE:

\_\_\_\_\_  
Director of Risk Management Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Metropolitan Attorney

\_\_\_\_\_  
Date

FILED:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-725, Version: 1**

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A resolution approving an intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and the City of Knoxville, acting by and through the Knoxville Police Department, regarding participation in the Internet Crimes Against Children Task Force.

WHEREAS, the Knoxville Police Department (hereinafter "KPD") is the lead agency which administers and operates the Tennessee Internet Crimes Against Children (hereinafter "ICAC") Task Force; and,

WHEREAS, the agreement allows the Metropolitan Nashville Police Department (hereinafter "MNPDP") to join the ICAC Task Force for the primary purpose of investigating internet crimes against children; and,

WHEREAS, MNPDP will benefit from resources, training, and technical assistance, and KPD will benefit from the investigative support provided by MNPDP pursuant to this intergovernmental agreement; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this intergovernmental agreement be accepted.

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

Section 1: That the intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, and the City of Knoxville, acting by and through the Knoxville Police Department, regarding participation in the Internet Crimes Against Children Task Force, a copy of which is attached hereto and incorporated herein, is hereby approved.

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.

### Analysis

This resolution approves an intergovernmental agreement between the Metropolitan Nashville Police Department (MNPDP) and the Knoxville Police Department (KPD) regarding participation in the Internet Crimes Against Children (ICAC) Task Force. KPD is the lead agency which administers and operates the Tennessee ICAC Task Force. This agreement allows MNPDP to join the ICAC Task Force for the primary purpose of investigating internet crimes against children.

This agreement governs the relationship between KPD and MNPDP, including the delineation of responsibilities and expectations of the parties. KPD agrees to provide MNPDP with the most current required guidelines for the operation of the ICAC unit, provide access to the Task Force Commander/point of contact, provide technical assistance and training, among other responsibilities. MNPDP agrees to adhere to the most recent Department of Justice ICAC Program Operational and Investigative Standards, investigate cybertips in its jurisdiction, and work with prosecutors when necessary, among other responsibilities. This agreement will remain in effect

indefinitely unless terminated by either party.

**Memorandum of Understanding**  
**Knoxville Police Department**  
**Internet Crimes Against Children Task Force**

The Knoxville Police Department is the recipient of a United States Department of Justice, Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant and State of Tennessee Office of Criminal Justice Programs ("OCJP") appropriation. The Knoxville Police Department utilizes these funds to administer and operate the Tennessee Internet Crimes Against Children ("ICAC") Task Force, which serves the State of Tennessee.

This Memorandum of Understanding ("MOU") is entered into by the Knoxville Police Department and Metro Nashville Police Department (hereinafter "Affiliate").

**Overview/Mission**

The ICAC Task Force is a national network of state and local law enforcement cybercrime units that investigate and prosecute child exploitation crimes facilitated via the internet. Through federal and state funding, the ICAC program assists state and local law enforcement agencies in developing an effective response to cyber enticement and child pornography cases. The Tennessee ICAC Task Force program assists affiliate agencies in developing effective ICAC units through training, equipment, and technical assistance. Due to the nature of internet crimes against children, the ICAC program promotes a multi-jurisdictional, multi-agency team approach to investigating and prosecuting offenders.

The mission of Affiliate's ICAC unit is to:

1. Properly investigate and prosecute those who sexually exploit children through the use of the internet and/or computers.
2. Provide law enforcement and the Affiliate's community with education regarding the prevention of child exploitation and internet crimes against children.

**Purpose**

The purpose of this MOU is to formalize the working relationship between the Knoxville Police Department, the Tennessee ICAC Task Force lead agency, and Affiliate. Additionally, the MOU will delineate the responsibilities and expectations of the relevant parties. By signing this MOU, Affiliate agrees to join the ICAC Task Force for the primary purpose of properly investigating internet crimes against children. Through this MOU, the Affiliate will benefit from grant resources, training and technical assistance and the Knoxville Police Department will benefit from the investigative support from Affiliate.

## **Responsibilities**

### **The Knoxville Police Department agrees to:**

1. Provide the Affiliate agency with the most current required guidelines for the operation of the ICAC unit in accordance with the guidelines that have been approved by the Department of Justice ICAC Program Operational and Investigative Standards.
2. Provide access to the Tennessee ICAC Task Force Commander/point of contact who oversees the Tennessee ICAC Task Force.
3. Provide technical assistance in the handling of forensic evidence and court presentation when necessary.
4. Provide and coordinate training relevant to the investigation of internet crimes against children.
5. Upon approval of the Tennessee ICAC Task Force Commander, will provide computer(s) and other eligible equipment for use in the investigation of internet crimes against children.
6. Conduct monitoring visits to ensure Affiliate success and compliance.

### **The Affiliate agrees to:**

1. Adhere to the most recent Department of Justice ICAC Program Operational and Investigative Standards.
2. Designate a supervisor/contact person for the Affiliate Agency.
3. Notify the Tennessee ICAC Task Force Commander or his designee if there is a change in ICAC unit personnel.
4. Designate a sworn officer/deputy to investigate and prosecute internet crimes against children.
5. Investigate cybertips in its jurisdiction.
6. Allow designated ICAC personnel to attend ICAC training and provide transportation to offsite training.
7. Provide secure/covert internet service to conduct undercover investigations
8. Provide a secure space for the ICAC unit to operate. Any equipment provided by the ICAC Task Force will only be used for the investigation of ICAC cases.



9. Work with the local/federal prosecutors to prosecute ICAC cases when evidence warrants prosecution.
10. Maintain and report statistics on the approved ICAC statistics form(s) by the 10th day of each month. Failure to do so will result in formal review of the agreement and equipment.
11. Return any equipment ceased to be used for ICAC investigations to the Knoxville Police Department.
12. Be subject to monitoring visits by the ICAC lead agency to ensure compliance with operational standards.

This MOU will remain in effect indefinitely unless either party terminates the agreement. Affiliate member agencies may voluntarily withdraw participation at any time by providing written notice of termination to the Tennessee ICAC Commander. Membership may be terminated by written notice of violation of ICAC Operational and Investigative Standards.

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**Eve M. Thomas, Chief of Police**  
**Knoxville Police Department**

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**Date**

**Affiliate: I have read and agree to the terms outlined in this Memorandum of Understanding. I have read and agree to adhere to the ICAC Operational and Investigative Standards.**

---

**Affiliate Official Signature**

---

**Date**

---

**Type/print Chief/Sheriff Name above**

---

**Type/print Agency Name above**

**APPROVED AS TO FORM:**

---

**CHARLES W. SWANSON**  
**Law Director**

T:\KPD\CONTRACT\GENERAL\MOU re ICAC Form.docx



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-726, Version: 1**

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A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Daniel Picazzo against the Metropolitan Government of Nashville and Davidson County in the amount of \$15,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on May 8, 2020, Daniel Picazzo was involved in an automobile collision on Hamilton Church Road when a Metropolitan Nashville Police Department vehicle made an abrupt left turn in front of Mr. Picazzo's vehicle, causing Mr. Picazzo personal injury; and,

WHEREAS, after investigation, the Metropolitan Department of Law believes that the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that any and all claims or causes of action brought or that could have been brought by Daniel Picazzo related to the events detailed above, be compromised and settled for \$15,000.00, and that this amount be paid from the Self-Insured Liability Fund.

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

Section 1: The Metropolitan Department of Law is authorized to compromise and settle the personal injury claim of Daniel Picazzo for the sum of \$15,000.00 with said amount to be paid from the Self-Insured Liability Fund.

Section 2: This resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This resolution authorizes the Department of Law to settle the personal injury claim of Daniel Picazzo against the Metropolitan Government for \$15,000 to be paid from the self-insured liability fund. On May 8, 2020, a Metro police officer made an improper left hand turn in front of Mr. Picazzo's vehicle causing a collision that resulted in personal injuries to Mr. Picazzo. The officer did not have his emergency lights and siren activated at the time. Mr. Picazzo sought treatment at the hospital following the accident complaining of pain in his neck, knee, shoulder, and wrist. He received further treatment through an orthopedic clinic for one month. His medical bills total \$9,140.11.

The Department of Law recommends settling this claim for the amount of the medical bills plus \$5,859.90 in pain and suffering since the police officer was clearly at fault. The officer received disciplinary action consisting of a written reprimand.

*Fiscal Note: This \$15,000 settlement, along with the settlement per Resolution No. RS2021-716, would be the 22nd and 23rd payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,495,369. The fund balance would be \$ after these payments.*

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



JOHN COOPER  
MAYOR

ROBERT E. COOPER, JR.  
DIRECTOR OF LAW

DEPARTMENT OF LAW  
METROPOLITAN COURTHOUSE, SUITE 108  
P O BOX 196300  
NASHVILLE, TENNESSEE 37219-6300  
(615) 862-6341 • (615) 862-6352 FAX

January 8, 2021

Ms. Elizabeth Waites  
Metropolitan Clerk  
205 Metropolitan Courthouse  
Nashville, Tennessee 37201


Re: *Daniel Picazgo v. Metropolitan Government of Nashville and Davidson County*

Dear Ms. Waites:

In accordance with Rule 18 of the Rules of Procedure of The Metropolitan Government Council, I have reviewed the claim set out above.

It is my opinion that it would be in the best interests of the Metropolitan Government to settle this claim for the amount specified in the attached resolution.

Sincerely,

  
Robert E. Cooper, Jr.  
Director of Law

Enclosures





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-727, **Version:** 1

---

A Resolution recognizing Sgt. Rafael Fernandez for his service to the Metropolitan Nashville Police Department upon the occasion of his retirement.

WHEREAS, On January 7, 2021, Sgt. Rafael Fernandez retired from the Metropolitan Nashville Police Department (MNPd) after 28 years of service; and

WHEREAS, Sgt. Fernandez joined the MNPd on January 1, 1993; and

WHEREAS, he served as the El Protector/Hermitage Community Affairs Officer from late-2005 until he was promoted to sergeant in 2012; and

WHEREAS, Sgt. Fernandez served as the South Precinct Community Affairs Officer from July 2014 until his retirement; and

WHEREAS, as an El Protector officer and sergeant, Sgt. Fernandez has worked to strengthen the MNPd's relationship with the Hispanic and Latino community in Nashville; and

WHEREAS, in recognition of his service, Sgt. Fernandez earned a Chief's Coin in 2006, 2007, 2009, and 2018; and

WHEREAS, Sgt. Fernandez was also nominated for an Exemplary Service Award in 2007; and

WHEREAS, it is fitting that the Metropolitan Council recognizes Sgt. Rafael Fernandez for his 28 years of Service to the MNPd, thanks him for his work and dedication to improve the lives of Nashvillians, and wishes him much happiness upon his retirement.

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 recognizing Sgt. Rafael Fernandez for his service to the Metropolitan Nashville Police Department upon the occasion of his retirement.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-728, **Version:** 1

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A Resolution honoring the life of Phyllis S. Williams.

WHEREAS, Nashville community and civic leader Phyllis Stewart Williams died on December 18, 2020 at the age of 77; and

WHEREAS, Phyllis Williams was a graduate of DuPont High School, class of 1961, and served as an officer of the Sigma Delta Chi sorority; and

WHEREAS, Williams subsequently went on to work for the State of Tennessee Department of Revenue, and worked in the Tennessee State Legislature from 1965 to 1974; and

WHEREAS, in 2007, Williams went to work for Sheriff Daron Hall in the Davidson County Sheriff's Office after 22 years of employment with the Old Hickory Credit Union; and

WHEREAS, Williams worked in community outreach at the Sheriff's Office and was described as an outspoken, dedicated, and beloved employee by Sheriff Hall; and

WHEREAS, Williams was a well-respected member of the Nashville community, known for her work and contributions to nonprofits, organizations, and local politics; and

WHEREAS, Phyllis Williams first entered the Nashville political scene in 2002 when she joined Phil Ponder's Vice Mayoral campaign and continued to be active and involved in numerous campaigns throughout her life; and

WHEREAS, in addition to her contributions to local politics, Williams was a champion of women's rights and most recently served in an advisory role on Mayor David Briley's Council in the State of Women; and

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

WHEREAS, Phyllis Williams' generosity, community spirit, and kindness will be greatly missed; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognize and honor the life of Phyllis S. Williams.

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

Section 1. The Metropolitan Council hereby goes on record as honoring the life of Phyllis S. Williams.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** RS2021-729, **Version:** 1

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A Resolution honoring the memory of Nashvillians who have died from COVID-19.

WHEREAS, the COVID-19 coronavirus is one of the deadliest pandemics in history, which has impacted virtually all parts of the world; and

WHEREAS, Nashville has not escaped the tragic impact of COVID-19; and

WHEREAS, Nashville recently surpassed 500 COVID-19-related deaths since the pandemic began last March; and

WHEREAS, almost all Nashvillians know someone who has suffered as a result of contracting COVID-19, and many know someone who has died; and

WHEREAS, on January 8, 2021, flags were placed in the Public Square in front of the courthouse in memory of those Nashvillians who have lost their lives to COVID-19; and

WHEREAS, as part of the 59th Presidential Inauguration, the Presidential Inaugural Committee (PIC) is hosting a memorial to remember and honor the lives lost to COVID-19 in cities and towns across the country on Tuesday, January 19, 2021, which will feature a lighting around the Lincoln Memorial Reflecting Pool; and

WHEREAS, the PIC has invited cities to join Washington, D.C. in illuminating buildings on January 19, 2021 in a national moment of unity and remembrance; and

WHEREAS, the Metropolitan Government will be illuminating the Metro Courthouse in blue on January 19<sup>th</sup> as part of this national memorial event; and

WHEREAS, in conjunction with the national memorial, it is fitting and proper that the Metropolitan Council be on record as remembering and honoring the lives of those lost to COVID-19.

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

Section 1. That the Metropolitan Council hereby goes on record as honoring the memory of Nashvillians who

have died from COVID-19.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-730, Version: 1**

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A resolution recognizing the anniversary of the historic 2017 Women's March on Washington and "sister marches" held throughout the United States including Nashville, Tennessee, and advancements in women's rights in America.

WHEREAS, demonstrations were held throughout the world on January 21, 2017, in support of gender and pay equity; reproductive freedom; LGBTQ, immigrant, disability and civil rights; environmental justice; and access to affordable healthcare; and

WHEREAS, as many as 500,000 people attended the Women's March in Washington D.C. and 4.6 million participated in "sister marches" across the United States, and it is widely believed to be the largest single-day demonstration in our nation's history; and

WHEREAS, more than 15,000 people marched in downtown Nashville in solidarity with the 2017 Women's March on Washington; and

WHEREAS, Middle Tennesseans of every gender, race, creed, color, ethnicity, religion and sexual orientation marched for one mile from Cumberland Park to Public Square holding signs of unity and chanting "This is what democracy looks like"; and

WHEREAS, the first Women's March on Washington occurred on March 3, 1913, one day before the inauguration of Woodrow Wilson, where more than 5,000 women descended on Washington to fight for the vote; and

WHEREAS, six years later Congress passed the 19th Amendment, extending the right to vote to women nationwide; and

WHEREAS, key figures of women's suffrage movement including Sojourner Truth, Elizabeth Cady Stanton and Susan B. Anthony paved the way to advance the role of women in politics; and

WHEREAS, on January 20, 2021, Senator Kamala Harris will become the first woman to serve as Vice President of the United States; and

WHEREAS, the daughter of Indian and Jamaican immigrants, she will be the first person of color in the role of vice president; and

WHEREAS, there have been significant advancements in women's rights over the last century but there is still work to do in achieving gender equality; and

WHEREAS, the mission of the Women's Caucus of the Metro Council is to ensure that the Metro Council responds to issues that affect women, children, and families, and the members of the Caucus encourage the entire Council to recognize the importance of this event.

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 recognizing the anniversary of the historic Women's March and advancements in women's rights in America and supporting continued work to

achieve full gender equity.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: RS2021-731, Version: 1**

---

A Resolution recognizing January 2021 as Slavery and Human Trafficking Prevention Month in Nashville.

WHEREAS, the first step toward eliminating slavery and human trafficking is to raise awareness and increase education to ensure that residents are knowledgeable about this problem, learn the signs of a possible victim, and know how to prevent our youth from falling prey; and

WHEREAS, in the United States, a child is bought or sold for sex every two minutes on average; and

WHEREAS, the International Labour Organization estimates that there are 40.3 million victims of modern slavery and human trafficking globally, and 81% of them are trapped in forced labor, 25% of them are children, and 75% are women and girls; and

WHEREAS, more than 63,380 total cases of human trafficking have been reported to the National Human Trafficking Hotline since 2007; and

WHEREAS, according to the National Human Trafficking Hotline, 11,500 cases of human trafficking have been reported in the United States in 2019; and

WHEREAS, 898 calls were received into the Tennessee Human Trafficking Hotline in 2020; and

WHEREAS, End Slavery Tennessee, a 501(c)(3) organization, works to promote healing of human trafficking survivors as well as strategically confronts slavery in Tennessee with nine affiliated community groups currently meeting in Brentwood, Clarksville, Franklin, Mt. Juliet, Murfreesboro, Nashville, Spring Hill, West Central and West Nashville; and

WHEREAS, this organization serves as the single point-of-contact for human trafficking victims through state, federal, and local law-enforcement, the courts, and the Department of Children's Services; and

WHEREAS, in 2020, End Slavery Tennessee trained 24,410 Tennesseans and community members, and served 165 referred children and adults impacted by human trafficking in their aftercare program; and

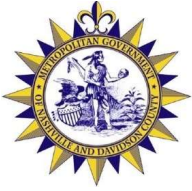
WHEREAS, the well-being of our youth as the next generation of Tennessee's leaders, legislators, parents, business leaders is crucial; and

WHEREAS, it is fitting and proper that the Metropolitan Council recognizes the month of January as Slavery and Human Trafficking Prevention Month, and encourage all citizens to learn the signs that indicate potential slavery and human trafficking.

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

Section 1. The Metropolitan Council hereby goes on record as recognizing January 2021 as Slavery and Human Trafficking Prevention Month in Nashville.

Section 2. This Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-612, **Version:** 1

---

An ordinance establishing a Special Commission to review and investigate the circumstances and responses pertaining to the suicide bombing in Nashville on December 25, 2020, and to make any recommendations regarding public safety improvements.

WHEREAS, on December 25, 2020, a suicide bomber detonated a large explosion in downtown Nashville on 2nd Avenue North; and

WHEREAS, the explosion caused extensive damage to buildings and infrastructure, significant business closures, job losses, and displaced people from their homes; and

WHEREAS, many lives were saved as a result of the heroic actions of first responders and public safety personnel of Nashville and Davidson County; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County is committed to learning from this tragic bombing;

WHEREAS, the Metropolitan Government of Nashville and Davidson County is committed to transparently report what happened, why it happened, and any areas of potential improvement in policies, practices, procedures, and/or laws; and

WHEREAS, the welfare of The Metropolitan Government of Nashville and Davidson County requires that these matters be pursued diligently.

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

Section 1. There is hereby established a Special Bombing Review Commission ("the Commission"). The Commission shall be comprised of nine members. Seven members of the Commission shall be appointed by the Mayor, which are not subject to confirmation by the Metropolitan Council ("Council"). The remaining two members shall include the Chair of the Council Public Safety Committee (or another Council Member designated by such Chair) and the Vice Mayor (or his designee). The Commission members shall be appointed not later than twenty (20) days after adoption of this ordinance. The Commission shall promptly meet to select a Chair and to establish rules for the conduct of its business.

Section 2. The purpose of the Commission is to review and investigate the circumstances surrounding the suicide bombing in Nashville on December 25, 2020, to make recommendations regarding possible improvements, procedures, and policy changes to reduce the likelihood of another bombing in Nashville, and to improve the city's response to similar emergencies in the future.

To accomplish the purpose of the Commission, the Commission is hereby granted the authority, but not the obligation, to conduct its own investigation, hold hearings, request the services of the Metropolitan Auditor,



and, upon adoption of a resolution by the Council, engage the services of outside professionals. Further, as a result of the investigatory authority granted herein, the Commission shall have the right pursuant to Section 18.10 of the Metropolitan Charter to compel the attendance of witnesses and the production of books, papers, and records pertinent to the investigation or any hearing, and to administer oaths to witnesses.

The Commission shall prepare a Report and Recommendations to the Council about its findings and any recommendations for further action, within one year from the date of the first meeting of the Commission.

The Commission shall terminate upon its submission of the Report and Recommendations to the Council.

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-613, **Version:** 1

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An ordinance approving a contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services and Lightwave Solar, LLC for the design, construction, operation, management, and administration services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant.

WHEREAS, renewable energy sources are inexhaustible, and free of climate-warming pollution that is harmful to human and environmental health; and,

WHEREAS, Metropolitan Code of Laws Section 2.32.080 sets forth renewable energy portfolio standards to power Metro General Government operations, with the Metropolitan Government required to utilize 35% tier-one renewable energy sources by 2025, 2.45% of which must be derived from solar, and by 2041 to utilize 100% tier-one renewable energy, 10% of which must be from solar; and,

WHEREAS, Metro Water Services desires to enter into a contract with Lightwave Solar, LLC for the design, construction, operation, management, and administration services of three (3) solar facilities, the ("System"), located at Metro Water Services' Central Plant, Whites Creek Plant and Omohundro Plant; and,

WHEREAS, the term of the agreement is thirty (30) years, calculated from the date at which Lightwave gives MWS written notice that the System is mechanically complete and capable of providing energy to the delivery point; and,

WHEREAS, in order to construct the System, pursuant to the contract, Metro must agree to lease a portion of the premises where the System will be located to Lightwave ("Site Lease Agreement"); and,

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and,

WHEREAS, it is in the best interest of the Metropolitan Government of Nashville and Davidson County that this contract be approved.

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

Section 1. That the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services, and Lightwave Solar, LLC for the design, construction, operation, management, and administrative services related to photovoltaic solar facilities located at Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant and Omohundro Water Treatment Plant, attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Director of Public Property Administration, or his designee, is authorized to execute the Site Lease Agreement, attached hereto as Exhibit A, Section 5, and incorporated herein, in the form attached hereto or in substantially similar form.

Section 3. Amendments to this legislation shall be approved by resolution.

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

# Contract Abstract

## Contract Information

Contract & Solicitation Title: Solar Energy Management System for Metro Water Services

Contract Summary: Design, finance, install, own, operate, and maintain solar arrays on three (3) Metro Water Services' (MWS) properties.

Contract Number: 6486558 Solicitation Number: 88160 Requisition Number: 4020508

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

Type of Contract/PO: Multi-Year Contract Requires Council Legislation: Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 11/18/2020 Estimated Expiration Date: 11/17/2025 Contract Term: 60months

Estimated Contract Life Value: \$11,192,756.40. Fund: 65560210 BU: 67331

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Michelle Lane BAO Staff: Jervel Watson

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

## Prime Contractor Information

Prime Contracting Firm: Lightwave Solar LLC. ISN#: 9943

Address: 3026 Owen Drive, STE 104, City: Antioch State: TN Zip: 37013

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

Prime Company Contact: Jon Paul Plumlee Email Address: jplumlee@lightwavesolar.com Phone #: (615) 641-4050

Prime Contractor Signatory: ckoczaja@lightwavesolar.com Email Address: ckoczaja@lightwavesolar.com

## Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: NA Percent, if applicable: NA

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: NA Percent, if applicable: NA

Federal Disadvantaged Business Enterprise:

No Amount: NA Percent, if applicable: NA

\* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): No

## Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Lighwave Solar INC	<input checked="" type="checkbox"/>		\$0.07	Awarded
Ameresco	<input type="checkbox"/>		\$1.00	Evaluated but not selected
Entegry	<input type="checkbox"/>		\$0.05	Evaluated but not selected

# Contract Abstract

Inman			\$75.00	Evaluated but not selected
Silicon Ranch			\$0.09	Evaluated but not selected

## SOLAR GOODS AND SERVICES CONTRACT

### 1.1. Heading

This contract (the "Contract") is initiated by and between **The Metropolitan Government of Nashville and Davidson County ("METRO")** and [**LightWave Solar, LLC**, a Tennessee limited liability company] ("CONTRACTOR") located at 3026 Owen Drive, STE 104, Antioch, TN 37013. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including the Solar Services Agreement" (hereinafter, "Exhibit A")*
- *The solicitation documentation for RFQ# 88160 and affidavit(s)(all made a part of this contract by reference), with the following changes:*
  - "Grounds with the fenced perimeter shall be maintained to the satisfaction of MWS" shall be changed to "Contractor will maintain grounds within the fence to prevent vegetation from growing through the panels of the array and below the leading edge of the array."
  - "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider. The associated costs shall be included in the system design as expressed in Exhibit – C" shall be changed to "Updates, replacements, repairs, and associated costs necessary to maintain operations of the systems shall be the responsibility of the provider, unless such replacement, repairs or associated costs are the result of MWS' negligence or Metro's default under this Contract. The associated costs shall be included in the system design as expressed in Exhibit – C."
  - "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS." Shall be changed to "Monitoring and control equipment shall report to the MWS data collection system and be viewable online. Data reported on a real time basis shall include any requested by MWS, provided the information is available in the data logger for MWS to integrate into their monitoring."
  - "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS." Shall be changed to "Equipment shall produce the expected annual energy generation (EAEG) as proposed by the provider in Exhibit – C. Deviation, measured annually, of more than ten percent will trigger adjustment in the form of a credit or payment by the provider to MWS. The performance guaranty calculation shall include a provision such that MWS be paid only for production underperformance on a cumulative basis."
- *Purchase Orders (and PO Changes),*
- *CONTRACTOR's response to the solicitation,*
- *Equal Business Opportunity (EBO) Program forms (incorporated by reference).*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

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

**2.1.** This is a Contract for goods and services pursuant to which CONTRACTOR shall provide design, construction, operation, management, and administration services related to a photovoltaic solar facility located at a METRO facility pursuant to the terms of the Solar Services Agreement, attached hereto as Exhibit A, the provisions of which shall be made a part of this contract by this reference. This Contract is not an agreement for the per kWh sale of electrical energy.

## 3. CONTRACT TERM

### 3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. This Contract Term will end thirty (30) years from the date the system is energized.

#### **4. COMPENSATION**

##### **4.1. Contract Value**

This Contract has an estimated value of \$11,192,756.40. The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid monthly after the system is energized and METRO is accordingly, invoiced.

##### **4.2. Other Fees**

There will be no other charges or fees for the performance of this Contract. METRO will make payments within 30 days of receipt of invoice. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 30 days.

##### **4.3. Payment Methodology**

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the provision of the products and/or services as described in Exhibit A – Solar Services Agreement.

##### **4.4. Escalation/De-escalation**

This Contract is not eligible for annual escalation/de-escalation adjustments.

##### **4.5. Electronic Payment**

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

##### **4.6. Invoicing Requirements**

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation; METRO shall provide CONTRACTOR with the Contract Number in writing promptly upon assignment. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

##### **4.7. Subcontractor/Subconsultant Payments**

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be

determined to be a material breach of this Contract.

## **5. TERMINATION**

### **5.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner the obligations under this Contract or if either party should violate any of the terms of this Contract or the terms contained in Exhibit A, the other party shall be entitled to such remedies (and subject to the cure periods) as further described in Exhibit A.

### **5.2. Lack of Funding; Notice**

METRO may terminate this Contract at its discretion, whether funding for this Contract is discontinued or for any other reason by providing 90 days written notice to CONTRACTOR and:

- i) if prior to the commencement of construction, paying to CONTRACTOR documented amounts incurred by CONTRACTOR for the provision of services pursuant to this Contract (including materials procured in good faith) prior to receipt of notice of termination from METRO and without further liability for costs or damages; OR
- ii) if after the commencement of construction, paying to CONTRACTOR the Site Host Termination Payment described in Section 13(b)(iii) of Exhibit A and without further liability for costs or damages.

## **6. NONDISCRIMINATION**

### **6.1. METRO's Nondiscrimination Policy**

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

### **6.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

### **6.3. Equal Business Opportunity (EBO) Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

### **6.4. Covenant of Nondiscrimination**

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

### **6.5. Americans with Disabilities Act (ADA)**

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the



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

## **7. INSURANCE**

### **7.1. Proof of Insurance**

Prior to, during initial construction, and until completion of construction of the project, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect, the types and amounts of insurance identified below. After completion of construction of the project, insurance requirements shall be governed by the provisions of Exhibit A. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ or Contract number on the ACORD document.

### **7.2. Products Liability Insurance**

Not Applicable

### **7.3. General Liability Insurance**

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

### **7.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

### **7.5. Worker's Compensation Insurance (if applicable)**

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

### **7.6. Technological Errors and Omissions Liability Insurance**

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

### **7.7. Cyber Liability Insurance**

Not Applicable

### **7.8. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that

includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

### **7.9. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by 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:

**PROCUREMENTCOI@NASHVILLE.GOV**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

## **8. GENERAL TERMS AND CONDITIONS**

### **8.1. Taxes**

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

### **8.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective

goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

### **8.3. Software License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or CONTRACTOR's response to the solicitation.

### **8.4. Confidentiality**

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

### **8.5. Information Ownership**

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

### **8.6. Information Security Breach Notification**

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable,

CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

#### **8.7. Virus Representation and Warranty**

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network. In the event of a breach of this representation and warranty, CONTRACTOR shall compensate METRO for any and all harm, injury, damages, costs, and expenses incurred by METRO resulting from the breach.

For CONTRACTOR managed systems, CONTRACTOR shall install and maintain ICSA Labs certified or AV-Test approved Antivirus Software and, to the extent possible, use real time protection features. CONTRACTOR shall maintain the Anti-virus Software in accordance with the Antivirus Software provider's recommended practices. In addition, CONTRACTOR shall ensure that:

- Anti-virus Software checks for new Anti-virus signatures no less than once per day, and;
- Anti-virus signatures are current and no less recent than two versions/releases behind the most current version/release of the Anti-virus signatures for the Anti-virus Software

#### **8.8. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:
- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,

- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

### **8.9. Maintenance of Records**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR or any subcontractor or subconsultant shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

### **8.10. Monitoring**

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

### **8.11. METRO Property**

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract. All goods, documents, records, and other work product and property produced during the performance of this Contract are deemed to be METRO property. METRO property includes, but is not limited to, all documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer.

**8.12. Modification of Contract**

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

**8.13. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

**8.14. Waiver**

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

**8.15. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**8.16. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**8.17. Iran Divestment Act**

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

**8.18. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**8.19. Ethical Standards**

It shall be a breach of the Ethics in Public Contracting standards in the Metropolitan Code of Laws for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of the Ethics in Public Contracting standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical and legal

standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

Pursuant to Metropolitan Code of Laws, Section 4.48.020, entities and persons doing business with, or proposing to do business with, the Metropolitan Government of Nashville & Davidson County must adhere to the ethical standards prescribed in Section 4.48 of the Code. By signing this contract, you agree that you have read the standards in Section 4.48 and understand that you are obligated to follow them. Violation of any of those standards is a breach of contract and a breach of legal standards that may result in sanctions, including those set out in Section 4.48.

## **8.20. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any claims, damages, and costs for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, and costs arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.
- D. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

METRO shall indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from, to the fullest extent permitted by applicable law:

- A. Any claims, damages, and costs, for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of METRO, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, and costs arising from any failure of METRO, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws.

## **8.21. Assignment--Consent Required**

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Notwithstanding the above, CONTRACTOR may assign this Contract in connection with the financing of the solar System pursuant to Section 19 of Exhibit A, provided that CONTRACTOR shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of CONTRACTOR's obligations hereunder by the assignee.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**PRG@NASHVILLE.GOV (preferred method)**  
**OR**  
**METRO PURCHASING AGENT**  
**DEPARTMENT OF FINANCE**  
**PROCUREMENT DIVISION**

**730 2ND AVENUE SOUTH  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request except as otherwise provided in this Contract.

#### **8.22. Entire Contract**

This Contract, together with its exhibits, sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### **8.23. 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, 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.

#### **8.24. Governing Law**

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

#### **8.25. Venue**

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

#### **8.26. Severability**

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

[EXHIBIT A: FORM OF SOLAR SERVICES AGREEMENT FOLLOWS]

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EXHIBIT A  
To Goods and Services Contract  
SOLAR SERVICES AGREEMENT

[See Attached]

Contract Number 6486558

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300  
PRG@NASHVILLE.GOV**

*(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)*

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR:

Attention: Chris Koczaja

Address: 3026 Owen Drive Suite 104, Antioch, TN 37013

Telephone: +1-615-641-4050

Fax: +1-615-641-2219

E-mail: ckoczaja@lightwavesolar.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: N/A

Attention: N/A

Address: N/A

E-mail: N/A

[SPACE INTENTIONALLY LEFT BLANK]


Contract Number 6486558**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

Scott Potter   
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

Michelle D. Hernandez Lane   
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

Kevin Cumbotto TE St  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

Tara Ladd BL  
Metropolitan Attorney Insurance

**FILED BY THE METROPOLITAN CLERK:**

Metropolitan Clerk Date

**CONTRACTOR:**Lightwave Solar, LLC

Company Name

Chris Koczaja  
Signature of Company's Contracting Officer

Chris Koczaja

Officer's Name

CEO

Officer's Title

## EXHIBIT A to Goods and Services Agreement

This **SOLAR SERVICES AGREEMENT** (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Service Provider below (the “**Effective Date**”).

“Site Host”:		“Service Provider”:	
<b>Name and Address</b>	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	<b>Name and Address</b>	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
<b>Phone</b>	None	<b>Phone</b>	(615) 641-4050
<b>Fax</b>	None	<b>Fax</b>	(615) 641-2219
<b>E-mail</b>	None	<b>E-mail</b>	ckoczaja@lightwavesolar.com
<b>Premises Ownership</b>	Site Host [X] owns [ ] leases the Premises.  List Premises Owner, if different from Site Host: N/A	<b>Additional Service Provider Information</b>	

This Agreement sets forth the terms and conditions of the design, construction, operation, management, and administration services related to a photovoltaic solar facility as described in **Section 2** (the “**System**”) and installed at the Site Host’s real property located at the System Location identified in Section 2 (the “**Premises**”) and/or the Site Host’s facilities, buildings, and improvements described in **Section 2** (if applicable, the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

<b><u>Section 1</u></b>	Basic Terms and Conditions
<b><u>Section 2</u></b>	System Description
<b><u>Section 3</u></b>	[Reserved]
<b><u>Section 4</u></b>	General Terms and Conditions
<b><u>Section 5</u></b>	Form of Site Lease
<b><u>Section 6</u></b>	Form of Memorandum of Lease
<b><u>Section 7</u></b>	Form of Performance Guaranty

**Site Host:**

Metropolitan Government of Nashville and Davidson County

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Service Provider:**

LightWave Solar, LLC

Signature: Chris Koczaja

Printed Name: Chris Koczaja

Title: CEO

Date: 1/11/2021 | 12:17 PM CST

**Approved as to Availability of Funds (Site Host)**

Signature: Kevin Crumbo/tlo

Printed Name: Kevin Crumbo/tlo

Title: Director of Finance

Date: 1/11/2021 | 1:05 PM CST

**Approved as to Form and Legality (Site Host)**

Signature: Tara Ladd

Printed Name: Tara Ladd

Title: Assistant Metropolitan Attorney

Date: 1/11/2021 | 11:06 AM PST

**Section 1 – Solar Services Agreement:**  
**Basic Terms and Conditions**

1. **Term:** Thirty (30) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** By mutual written agreement of the Parties.
3. **Environmental Incentives and Environment Attributes:** Accrue to Service Provider.
4. **Monthly Fee:** Each Monthly Fee payment is due on the monthly anniversary date of the Commercial Operation Date, .

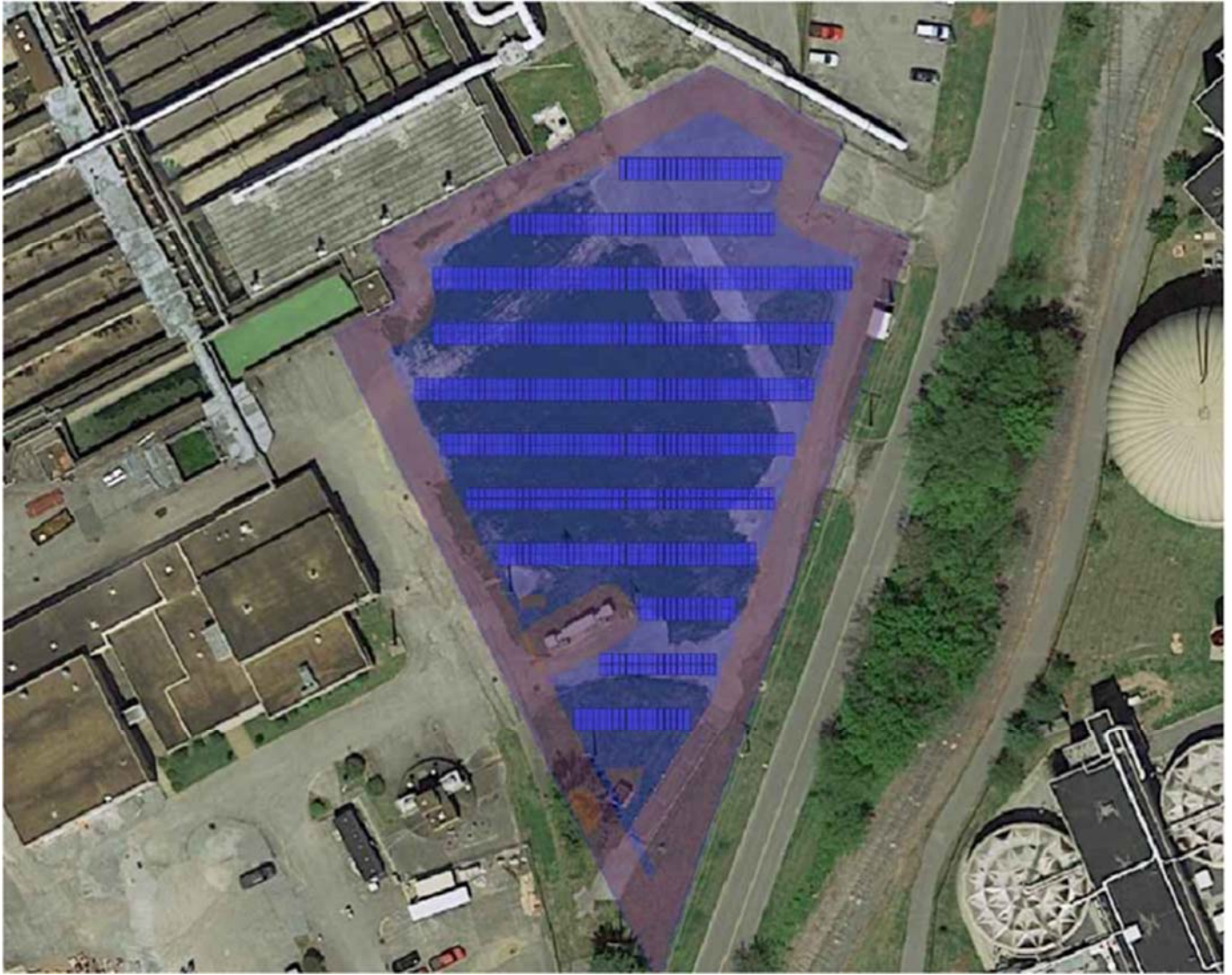
Contract Years	\$/month
1-30	\$31,090.99

5. **Condition Satisfaction Date:** September 30, 2021
6. **Anticipated Commercial Operation Date:** December 31, 2021
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.
8. **Site Host Options to Purchase System.** ☐ None ☒ or as set forth in Section 16(b).
9. **Outside Commercial Operation Date:** June 30, 2022.
10. **System Installation:**

Includes:	<ul style="list-style-type: none"> <li>• Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System;</li> <li>• Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties;</li> <li>• Performance Guaranty;</li> <li>• Tree removal in accordance with all ordinances and permit requirements.</li> </ul>
Excludes:	<ul style="list-style-type: none"> <li>• Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles);</li> <li>• Upgrades or repair to the Facility or utility electrical infrastructure.</li> </ul>

**Section 2 – Solar Services Agreement**  
**System Description**

1. **System Location (“Premises”):**
  - a. Site 1: Central Location: 1700 3<sup>rd</sup> Ave N, Nashville TN 37208
  - b. Site 2: Omohundro Location: 1427 Lebanon Pk, Nashville TN 37210
  - c. Site 3: White’s Creek Location: 1360 County Hospital Rd, Nashville TN 37218
2. **System Size (DC kW):**
  - a. Site 1: 554.32 DC kW
  - b. Site 2: 2,507.97 DC kW
  - c. Site 3: 946.28 DC kW
3. **Expected First Year Energy Production (kWh):**
  - a. Site 1: 751,028 kWh
  - b. Site 2: 3,411,278 kWh
  - c. Site 3: 1,339,322 kWh
4. **Expected Structure for all sites:** ☒ Ground Mount ☐ Roof Mount ☐ Parking Structure ☐ Other
5. **Utility:** Nashville Electric Service for all sites
6. **System Layout:** See below:  
**Site 1:** Central WWTP



**Site 2: Omohundro South**



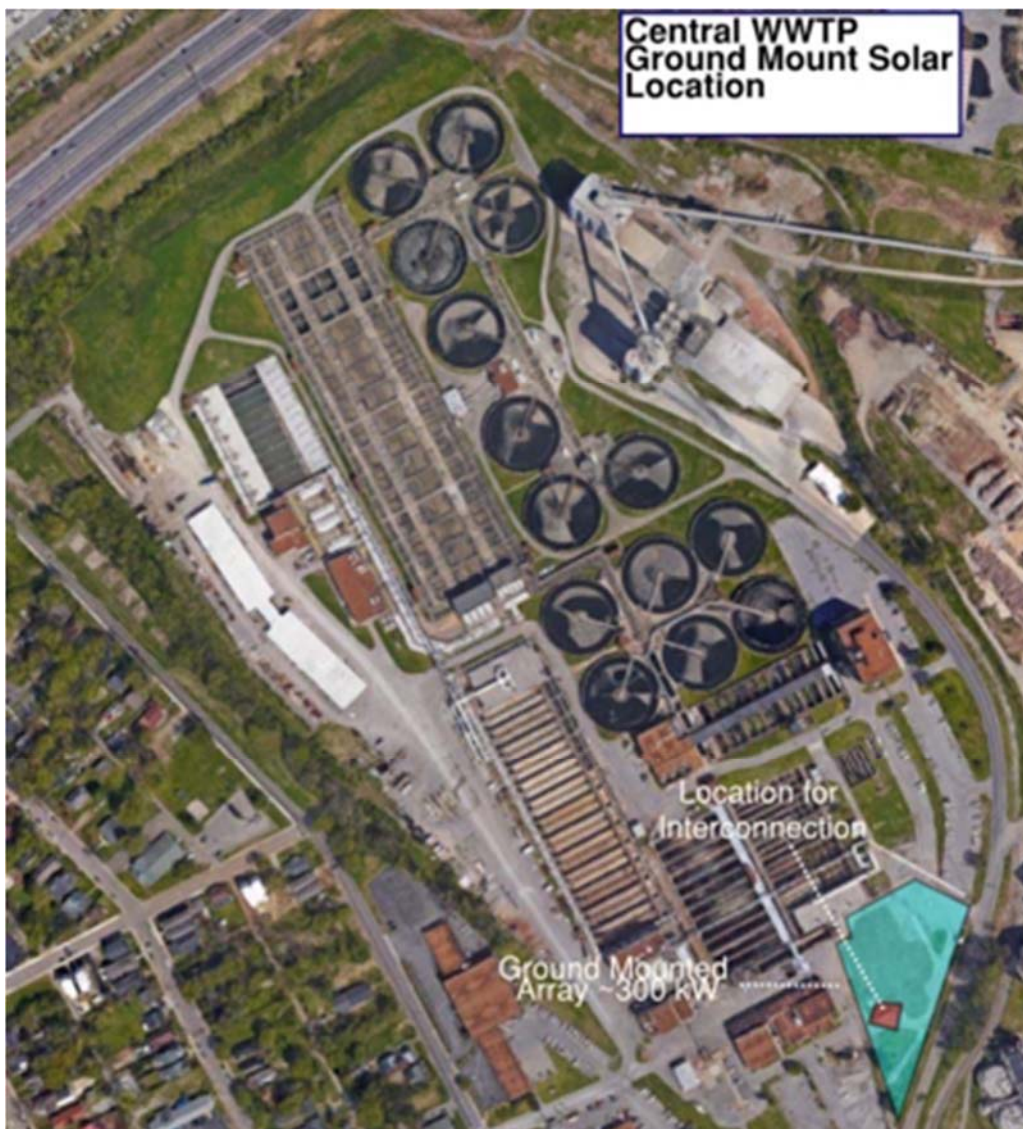




**Section 2 – Solar Services Agreement**  
**Attachment A:**  
Facility Layout

“Facility” shall mean the facilities, buildings and/or improvements located at the Premises and identified below:

- a. Site 1: Central WWTP Facility Location: 1700 3<sup>rd</sup> Ave N, Nashville TN 37208:



- b. Site 2: Omohundro South Facility Location: 1427 Lebanon Pk, Nashville TN 37210





c. Site 3: White's Creek WWTP Facility Location: 1360 County Hospital Rd, Nashville TN 37218



**Section 3**

**[RESERVED]**

## Section 4 - Solar Services Agreement General Terms and Conditions

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.
  
2. **Solar Services.** Service Provider agrees to provide the following services pursuant to this Agreement: i) design, engineer, permit, procure, install, construct and commission the System (described further in Exhibit 2 to this Agreement) on the Premises, ii) operate, maintain, and administer the System at all times during the Term, and iii) provide to Site Host all of the electrical energy generated by the System during the Term (the “**Solar Services**”) to Site Host, and Site Host agrees to accept the Services from the Service Provider.
  
3. **Term.** The term (“**Term**”) of this Agreement shall commence on the date Service Provider gives Site Host written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point (the “**Commercial Operation Date**”) and continue, unless earlier terminated as provided for in this Agreement, until the end of the period stated in **Exhibit 1** to this Agreement
  
4. **Monthly Fee, Payment Terms and Taxes.**
  - a. **Monthly Fee.** Site Host shall pay Service Provider for the performance of the Solar Services at the rate and intervals shown in **Exhibit 1** (“**Monthly Fee**”).
  
  - b. **Monthly Invoices.** For the convenience of Site Host only, Service Provider may invoice Site Host monthly, stating (i) the Monthly Fee due, (ii) any additional charges incurred by Site Host under this Agreement and (iii) the total amount due from Site Host. Site Host's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Service Provider to issue an invoice or any inaccuracy in any invoice.
  
  - c. **Taxes.** Site Host is a tax-exempt governmental entity and will provide evidence of its certification of tax exempt status. Site Host shall not be responsible for any taxes imposed on Service Provider (including property taxes on the System which shall be paid in all instances by Service Provider), and Service Provider shall not be responsible for any Taxes imposed on Site Host. Further, Service Provider understands that it cannot claim exemption from taxes by virtue of any exemption provided by Site Host. For purposes of this **Section 4(c)**, “**Taxes**” means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Service Provider’s revenues for Services under this Agreement, which shall be Service Provider’s responsibility.
  
  - d. **Payment Terms.** All amounts due under this Agreement shall be due and payable on the date set forth in **Exhibit 1**. If Monthly Fee is not paid within thirty (30) days of its due date, any outstanding amount shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate (but not to exceed the maximum rate permitted by law).
  
5. **Environmental Attributes and Environmental Incentives.** Unless otherwise specified on **Exhibit 1**, Service Provider is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and the location of the System at Site Host’s Premises does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of

ownership and operation of the System, all of which shall be retained by Service Provider. Site Host shall cooperate with Service Provider in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Site Host shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Service Provider. If any Environmental Incentives are paid directly to Site Host, Site Host shall immediately pay such amounts over to Service Provider. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Site Host, if engaged in commerce and/or trade, shall submit to Service Provider for approval any press releases regarding Site Host's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Service Provider. Approval shall not be unreasonably withheld, and Service Provider's review and approval shall be made in a timely manner to permit Site Host's timely publication. Site Host and Service Provider shall file all tax returns in a manner consistent with this Section 5.

**"Environmental Attributes"** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

**"Environmental Incentives"** means any and credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

**"Governmental Authority"** means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California Public Utilities Commission), or any arbitrator with authority to bind a party at law.

**"Tax Credits"** means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

## 6. **Conditions to Obligations.**

- a. **Conditions to Service Provider's Obligations.** Service Provider's obligations under this Agreement are conditioned on the completion of the following conditions to Service Provider's reasonable satisfaction on or before (the "Condition Satisfaction Date"):

- i. Completion of a physical inspection of the Facility and the Premises including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
  - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Service Provider's Financing Parties. "**Construction Agreement**" as used in this subsection means an agreement between Service Provider and any contractor or subcontractor to install the System;
  - iii. Confirmation that Service Provider is eligible to obtain all applicable Environmental Incentives and Tax Credits related to the System;
  - iv. Receipt of all necessary zoning, land use and building permits; and
  - v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility's electric distribution system.
- b. Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Service Provider may terminate this Agreement upon ten (10) business days written notice to Site Host without liability for costs or damages or triggering a default under this Agreement.
- c. Commencement of Construction.** Service Provider's obligation to commence construction and installation of the System is conditioned on Service Provider's receipt of (A) proof of insurance for all insurance required to be maintained by Site Host under this Agreement, or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute, and (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Service Provider's rights under this Agreement for as long Service Provider is not in default hereunder.

## **7. Service Provider's Rights and Obligations.**

- a. Permits and Approvals.** Service Provider, with Site Host's reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
  - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Utility's electric distribution system.

Site Host shall cooperate with Service Provider's reasonable requests to assist Service Provider in obtaining such agreements, permits and approvals. However, Site Host shall not incur any cost or expense in providing such assistance.

- b. Standard System Repair and Maintenance.** Service Provider shall construct and install the System at the Premises. During the Term, Service Provider will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except that Site Host shall reimburse Service Provider for the cost of any repairs or maintenance resulting from Site Host's negligence, willful misconduct or breach of this Agreement. Service Provider shall not be responsible for any work done by others on any part of the System unless Service Provider authorizes that work in advance in writing. Service Provider shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls

or improper operation or maintenance of the System by anyone other than Service Provider or Service Provider's contractors. If the System requires repairs for which Site Host is responsible, Site Host shall pay Service Provider for diagnosing and correcting the problem at Service Provider or Service Provider's contractors' then current standard rates. Service Provider shall provide Site Host with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Service Provider incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Site Host and relied upon by Service Provider, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Service Provider. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Service Provider shall notify Site Host within twenty-four (24) hours following Service Provider's discovery of any material malfunction in the operation of the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Site Host shall notify Service Provider immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Service Provider shall be entitled to suspend operation of the System for the purpose of maintaining and repairing the System and such suspension of operation shall not constitute a breach of this Agreement; provided, that Service Provider shall use commercially reasonable efforts to minimize any interruption in operation to the Site Host.
- f. **Use of Contractors and Subcontractors.** Service Provider shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Service Provider shall continue to be responsible for the quality of the work performed by its contractors and subcontractors.
- g. **Liens and Payment of Contractors and Suppliers.** Service Provider shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Service Provider under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Service Provider is permitted by law to place on the Facility following non-payment by Site Host of amounts due under this Agreement. Service Provider shall indemnify Site Host for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Service Provider shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **Quiet Enjoyment.** Service Provider will not disturb Site Host's quiet enjoyment of the System during the Term unless a Default Event has occurred and is continuing under this Agreement; provided, however, that Service Provider shall have the right to access the System to perform Service Provider's obligations under this Agreement.

## 8. **Site Host's Rights and Obligations.**

- a. **Site Lease to the Premises; Facility Access Rights.** Site Host and Service Provider shall enter into a lease agreement for that portion of the Premises and/or Facility that constitutes the System's site for the duration of the Term, substantially in the form set forth in **Section 5** (the "Site Lease"). At request of Service Provider, Site Host shall execute a Memorandum of Lease, which



shall be in form and substance set forth in Exhibit 6, or other form agreed to by the parties. Service Provider may, at its sole cost and expense, record such Memorandum of Lease with the appropriate land registry or recorder's office. Further, Site Host grants to Service Provider and to Service Provider's agents, employees, contractors and assignees an irrevocable non-exclusive license (the "**Site License**") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Service Provider's obligations and enforcing all of Service Provider's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and equipment, including inverters and meters necessary to interconnect the System to Site Host's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Service Provider shall not access Site Host's Premises for any purpose not enumerated herein and shall use its best efforts to not unreasonably disturb the use of Site Host's property. Service Provider shall notify Site Host prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the Site License shall survive this Agreement and continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement. Site Host shall ensure that Service Provider's rights under the Site License and Service Provider's access to the Premises and the Facility are preserved.. Site Host shall not interfere with nor shall permit any third parties to interfere with such rights or access.

- b. **Receipt and Use of Electricity.** Site Host shall take delivery of all of the electric energy generated by the System during the Term. Site Host shall be responsible for delivering to the Utility any electric energy generated by the System that is in excess of Site Host's electric requirements at the time of delivery. Site Host may purchase electric energy for the Facility from other sources if the Site Host's electric requirements at the Facility exceed the output of the System.
- c. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- d. **Maintenance of Facility.** Site Host shall, at its sole cost and expense, maintain the Facility in good condition and repair. Site Host will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Site Host is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Site Host's equipment that utilizes the System's outputs. Site Host shall properly maintain in full working order all of Site Host's electric supply or generation equipment that Site Host may shut down while utilizing the System. Site Host shall promptly notify Service Provider of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- e. **No Alteration of Facility.** Site Host shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Service Provider's prior written consent. If Site Host wishes to make such alterations or repairs, Site Host shall give prior written notice to Service Provider, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Service Provider the opportunity to advise -Site Host in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Site Host shall be responsible for all damage to the System caused by Site Host or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Site Host's alterations and repairs, shall be done by Service Provider or its contractors at Site Host's cost. In addition, if not a Scheduled Outage, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have

been produced during such disconnection or removal; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be determined by Service Provider on a commercially reasonable basis. All of Site Host's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.

- f. **Outages.** Site Host shall be permitted to be off line for a total of forty-eight (48) day light hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which days Site Host shall not be obligated to reimburse Service Provider for lost or recaptured Environmental Incentives or lost sales (and penalties payments associated with the same) of associated Environmental Attributes (collectively, "**Lost Environmental Revenue**"), as otherwise provided herein; provided, however, that Site Host must notify Service Provider in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) day light hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Site Host shall pay Service Provider an amount equal to the sum of (i) revenues that Service Provider would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (ii) revenues from Environmental Attributes that Service Provider would have received with respect to electric energy that would have been produced by the System during the outage; and (iii) Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) would have received with respect to electric energy that would have been produced by the System during the outage. Determination of the amount of energy that would have been produced during the removal or disconnection shall be determined by Service Provider on a commercially reasonable basis.
- g. **Identification of Equipment.** Site Host agrees, at Service Provider's request, to (i) permit Service Provider to prominently label the System as Service Provider's personal property; (ii) not disturb, remove or obscure, or permit any person other than Service Provider to disturb, remove or obscure such labeling and (iii) permit Service Provider to replace promptly any such labeling which may be disturbed, removed or obscured.
- h. **Liens.** Site Host shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Site Host shall immediately notify Service Provider in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, and shall promptly cause the same to be discharged and released of record without cost to Service Provider, and if Site Host fails to do so promptly (and in any event within 5 Business days' of the attachment of such lien), Service Provider may discharge or release such lien and Site Host, to the extent permitted by state law, shall indemnify Service Provider against all costs and expenses incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim.
- i. **Security.** Site Host shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Site Host. Site Host will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- j. **Insolation.** Site Host understands that unobstructed access to sunlight ("**Insolation**") is essential to Service Provider's performance of its obligations and a material term of this Agreement. Site Host shall not in any way cause and, where possible, shall not in any way permit any interference

with the System's Insolation. If Site Host becomes aware of any activity or condition that could diminish the Insolation of the System, Site Host shall notify Service Provider immediately and shall cooperate with Service Provider in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would reduce the electrical output of the System, and if any reduction in Insolation is caused by or permitted by Site Host ("Insolation Reduction"), Service Provider shall be excused and released from its obligations under the Performance Guaranty during any period of Insolation Reduction.

- k. **Data Line.** Site Host shall provide Service Provider a high speed internet data line during the Term to enable Service Provider to record the electric energy generated by the System. If Site Host fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Service Provider may reasonably estimate the amount of electric energy that was generated and invoice Site Host for such amount in accordance with Section 4.
- l. **Breakdown Notice.** Site Host shall notify Service Provider within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Site Host shall notify Service Provider immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Site Host and Service Provider shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Service Provider's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.
- m. **No Set-Off.** Site Host is not entitled to reduce or set-off against Monthly Fee or other amounts due to Service Provider or to anyone to whom Service Provider assigns this Agreement whether Site Host's claim arises out of this Agreement, any statement by Service Provider, Service Provider's liability or any third party's liability, strict liability, negligence or otherwise.

## 9. **Change in Law.**

"Change in Law" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Service Provider's obligations hereunder and which has a material adverse effect on the cost to Service Provider of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Service Provider of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Site Host from Service Provider of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Service Provider shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

- 10. **Relocation of System.** If Site Host ceases to conduct business operations at and/or vacates the Facility prior to the expiration of the Term, Site Host shall have the option to provide Service Provider with a mutually agreeable substitute premises located within the same Utility district as the terminated System. Site Host shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Site Host shall execute an amended agreement that shall have all of the same terms as this Agreement except for the

(i) Effective Date; (ii) Site Lease, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be the remainder of the Term of this Agreement and such amended agreement shall be deemed to be a continuation of this Agreement without termination. Site Host shall also provide any new Site Host, owner, Service Provider or mortgagee consents or releases required by Service Provider or Service Provider's Financing Parties in connection with the substitute facility. Site Host shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Service Provider in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refileing the security interests of Service Provider's Financing Parties in the System. Service Provider shall reasonably estimate the amount of Environmental Attributes and Environmental Incentives that would have been generated by the System during the period of time the System is not in operation due to the relocation and shall invoice Site Host for any associated lost or recaptured Environmental Incentives and lost sales (and penalties payments associated with the same) of associated Environmental Attributes in accordance with Section 4. Service Provider shall remove the System from the vacated Facility prior to the termination of Site Host's ownership, lease or other rights to use such Facility. Service Provider will not be required to restore the Facility to its prior condition but shall promptly pay Site Host for any damage caused by Service Provider during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Service Provider shall have the right to make an adjustment to the Monthly Fee to compensate Service Provider for the value of any reduction in revenue Service Provider incurs as a result in decreased production of Environmental Incentives and/or Environmental Attributes and reduced Tax Credits that Service Provider (or, if Service Provider is a pass-through entity for tax purposes, Service Provider's owners) receive as a result of the relocation. If Site Host is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Site Host.

#### 11. **Removal of System at Expiration.**

Upon the expiration or earlier termination of this Agreement (provided Site Host does not exercise its purchase option), Service Provider shall, at its expense (except as otherwise provided in Section 12(b)(iii)(C)), remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than ninety (90) days after the expiration of the Term ("**Return Date**"). Such removal shall be at Service Provider's expense unless the termination is due to a Site Host default. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Service Provider's removal of the System affect the integrity of Site Host's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Service Provider shall leave the Facility in neat and clean order. If Service Provider fails to remove or commence substantial efforts to remove the System by such agreed upon date, Site Host shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Service Provider's cost. Site Host shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

- a. **Inspection of Equipment.** Prior to the removal of the System, Service Provider shall inspect the System to determine if the System has been damaged by Site Host. If the results of such inspection evidence that the System, or any component thereof, has been damaged by Site Host, Site Host shall pay to Service Provider within ten (10) days of demand, the estimated cost ("**Estimated Cost**") of servicing or repairing the System or component thereof. The Estimated Cost shall be determined by Service Provider by obtaining two quotes for such service or repair work and taking their average.
- b. **Holdover of Equipment.** If Site Host fails to permit Service Provider to retrieve the System on the Return Date, Service Provider shall be entitled to damages equal to the higher of (i) the monthly charges for the System, pro-rated on a per diem basis, for each day the System is retained beyond the Return Date; or (ii) the daily fair market Monthly Fee for the System on the Return

Date. Such damages for retention of the System after the Return Date shall not be interpreted as an extension or reinstatement of the Term.

- c. **Retention of Rights.** All of Service Provider's rights contained in this Section 11 shall survive the expiration or other termination of this Agreement.

12. **Measurement.**

Service Provider shall install one or more meter(s), as Service Provider deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Service Provider shall maintain the meter(s) in accordance with industry standards.

13. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:
- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
  - ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
  - iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
  - iv. Site Host loses its rights to occupy and enjoy the Premises;
  - v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
  - vi. Site Host prevents Service Provider from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Site Host's obligations to make payments that otherwise would have been due under this Agreement.

b. **Remedies.**

- i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.
- ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party's right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event.
- iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "**Termination Payment**"):
  - A. Site Host. If Site Host is the Defaulting Party and Service Provider terminates this Agreement, the Termination Payment to Service Provider shall be equal to the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) the value of any Environmental Attributes or Environmental Incentives that would have accrued or would otherwise have been assigned to Service Provider during the remainder of the Term pursuant to the terms of this Agreement (Service Provider shall furnish Site Host with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c) if Service Provider evidences costs are a result of Site Host's default, (2) the net present value (using a discount rate of five and one half percent (**5.5%**)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Site Host to Service Provider. The Parties agree that actual damages to Service Provider in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Site Host would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Service Provider as a result of early termination of this Agreement. The Termination Payment shall not be less than zero.
  - B. Service Provider. If Service Provider is the Defaulting Party and Site Host terminates this Agreement, the Termination Payment to Site Host shall be equal to the sum of (1) the net present value (using a discount rate of five and one-half percent (**5.5%**)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Site Host in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Site Host, and (4) any and all other amounts previously accrued under this Agreement and then owed by Service Provider to Site Host. The Termination Payment shall not be less than zero.

- C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Service Provider shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

#### 14. Representations, and Warranties and Covenants.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:

- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
- ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

- b. Site Host's Representations and Warranties and Covenants. Site Host represents and warrants to Service Provider the following as of the Effective Date and covenants that throughout the Term:

- i. Site Lease. Site Host has title to or a leasehold or other property interest in the Premises. Site Host has the full right, power and authority to grant the Site Lease contained in Section 8(a). Such grant of the Site Lease does not violate any law, ordinance, rule or other governmental restriction applicable to Site Host or the Premises or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Site Host is bound or that affects the Premises or the Facility. If Site Host does not own the Premises or Facility, Site Host has obtained all required consents from the owner of the Premises and/or Facility to grant the Site Lease and enter into and perform its obligations under this Agreement.
- ii. Other Agreements. Neither the execution and delivery of this Agreement by Site Host nor the performance by Site Host of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Site Host is a party or by which Site Host or the Facility is bound.
- iii. Accuracy of Information. All information provided by Site Host to Service Provider, as it pertains to the Facility's physical configuration, Site Host's planned use of the Facility, and Site Host's estimated electricity requirements, is accurate in all material respects.
- iv. Site Host Status. Site Host is not a public electric utility and does not sell electricity pursuant to oversight from any utility commission.
- v. Hazardous Substances. There are no Hazardous Substances at, on, above, below or near the Premises.

- vi. No Pool Use. No electricity generated by the System will be used to heat a swimming pool.

- c. Site Host Tax Representations. Site Host hereby acknowledges that on the Commercial Operation Date, the Service Provider intends for the System to qualify for the Tax Credits, and Site Host hereby represents and warrants that at no time during the Term of this Agreement will Site Host take or omit to take any action whether or not such act or omission is otherwise permitted by this Agreement which will result in the disqualification of the System or disallowance or recapture of all or any portion of the Tax Credits. If as a result of a breach of any representation, warranty or covenant of the Site Host contained in this Agreement (i) tax counsel of Service Provider reasonably determines that Service Provider is not entitled to claim on its Federal income tax return all or any portion of the Tax Credits with respect to the System, or (ii) any of the Tax Credits claimed by the Service Provider (or any partner in the Service Provider) is disallowed or adjusted by the Internal Revenue Service, or (iii) any Tax Credit is recalculated or recaptured (any determination, disallowance, adjustment, recalculation or recapture being a "Loss"), the Site Host shall pay to Service Provider as additional Monthly Fee an amount that shall cause Service Provider's after-tax economic yield and cash flow to equal the after-tax economic return that would have been realized by Service Provider if such Loss had not occurred. Notwithstanding the foregoing, Site Host shall not be responsible for Service Providers' failure to obtain any Tax Credit due to Service Providers' or Service Provider's tax counsel's error or omission in pursuing and filing for tax credits.
- d. Disclaimer. UNDER THIS AGREEMENT SERVICE PROVIDER DOES NOT MAKE, HAS NOT MADE, NOR SHALL BE DEEMED TO MAKE OR HAVE MADE, ANY WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, WITH RESPECT TO THE SYSTEM UNDER THIS AGREEMENT OR ANY COMPONENT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY AS TO CONDITION, DESIGN, COMPLIANCE WITH SPECIFICATIONS, QUALITY OF MATERIALS OR WORKMANSHIP, MERCHANTABILITY, FITNESS FOR ANY PURPOSE, USE OR OPERATION, SAFETY, PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, OR TITLE., WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL NOT APPLY. All such risks, as between the Parties, are to be borne by Site Host. To the extent permitted by state law, the remedies set forth in this Agreement shall be Site Host's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Performance Guaranty that Service Provider will provide to Site Host is a separate contract from this Agreement. No rights provided to Site Host by the Performance Guaranty may be asserted under this Agreement, and any claim thereunder must be made independently of this Agreement and will not affect Site Host's obligations under this Agreement.

## 15. System and Facility Damage and Insurance.

### a. System and Facility Damage.

- i. Service Provider's Obligations. If the **System** is damaged or destroyed other than by Site Host's negligence or willful misconduct, Service Provider shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Service Provider shall not be required to restore the System, but may instead (A) either agree to pay for the cost of such restoration of the System or (B) terminate this Agreement and remove the System "AS-IS".
- ii. Site Host's Obligations. If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Service Provider's negligence or willful misconduct, such that the operation of the System and/or Site Host's ability to accept the electric energy produced by the System are materially impaired or prevented, Site Host shall



promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term, Site Host may elect either (A) to restore the Facility or (B) to pay to Service Provider the net present value (using a discount rate of five and one half percent (**5.5%**)) of the remaining unpaid Monthly Fee over the Term post-termination, had the Term remained effective for the full Initial Term and all costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

- b. **Insurance Coverage.** At all times during the Term, Service Provider and Site Host shall maintain the following insurance:
  - i. **Service Provider's Insurance.** Service Provider shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.
  - ii. **Site Host's Insurance.** Site Host shall maintain commercial general liability insurance with coverage of at least one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate or evidence that Site Provider, as a metropolitan form of government, is self-insured in an adequately funded Self-Insurance Program, up to the limits as set out by statute.
- c. **Policy Provisions.** Any insurance policy provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

## 16. **Ownership; Option to Purchase.**

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in ), Service Provider shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Service Provider and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Service Provider and Site Host agree that the Service Provider (or the designated assignee of Service Provider permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Site Host covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Site Host shall provide a disclaimer or release from such lienholder. If Site Host is the fee owner of the Premises, Site Host

consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Site Host is not the fee owner, Site Host will obtain such consent from such owner. Upon request, Site Host agrees to deliver to Service Provider a non-disturbance agreement in a form reasonably acceptable to Service Provider from the owner of the Facility (if the Facility is leased by Site Host), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Site Host does not own the Premises or Facility, Site Host shall provide to Service Provider immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Site Host's lease of the Premises and/or Facility.

- b. **Option to Purchase.** At the end of the sixth, fifteenth, twentieth and twenty-fifth Contract Years, and at the end of the Initial Term and each Additional Term, so long as Site Host is not in default under this Agreement, Site Host may purchase the System from Service Provider on any such date for a purchase price equal to the Fair Market Value of the System. Site Host must provide a notification to Service Provider of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Service Provider shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Service Provider shall assign to Site Host any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Service Provider's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) the present value (using a discount rate of five and one half percent (5.5%)) of all associated future income streams expected to be received by Service Provider arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected Monthly Fees, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided. Service Provider shall determine Fair Market Value within thirty (30) days after Site Host has exercised its option to Purchase the System. Service Provider shall give written notice to Site Host of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Site Host reasonably objects to Service Provider's determination of Fair Market Value within thirty (30) days after Service Provider has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. If the Parties fail to reach an agreement on the Fair Market Value, Site Host may withdraw its request to purchase the System. Upon purchase of the System, Site Host will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Service Provider shall have no further liabilities or obligations hereunder.

## 17. **Indemnification and Limitations of Liability.**

- a. **General.** Each Party (the “**Indemnifying Party**”) shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the “**Indemnified Parties**”), from and against all loss, damage, expense, liability and other claims, including court costs (collectively, “**Liabilities**”) resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 15.c.i. Notwithstanding any other provisions of this Agreement, Site Host shall only have obligations to indemnify Service Provider under this Section to the extent permitted by applicable law, and the Parties acknowledge that such obligations may be limited or prohibited thereunder.
- c. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(c) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Parties acknowledge that Site Host cannot be bound by any settlement absent prior approval of the Metropolitan Council. The Indemnifying Party shall have no liability under this Section 17(c) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- i. **Environmental Indemnification.** Service Provider shall indemnify, defend and hold harmless all of Site Host’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(i)(i)) to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Only to the fullest extent permitted by applicable law, Site Host shall indemnify, defend and hold harmless all of Service Provider’s Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Service Provider or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance.
- ii. **“Hazardous Substance”** means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter

prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

**d. Limitations on Liability.**

- i. No Consequential Damages. To the extent permitted by state law, except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Service Provider is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Site Host, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (2) in the event that Service Provider is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Site Host causes Service Provider to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages. The Parties further agree that (1) Site Host's reasonably expected cost of electric energy from the Utility over the aggregate Monthly Fee for the remainder of the Initial Term or the then current Additional Term, as applicable; and; (2) any third-party System removal costs incurred by Site Host shall be direct and not indirect or consequential damages.
- ii. Actual Damages. . with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Service Provider, Service Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Site Host under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Service Provider must be brought within one (1) year after the cause of action accrues.

**18. Force Majeure.**

- a. "Force Majeure" means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused

obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.

- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Site Host's ability to make payment.
- d. If a Force Majeure event continues for a period of two hundred seventy (270) days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

## 19. **Assignment and Financing.**

- a. **Assignment and Sublease.** SITE HOST SHALL NOT ENCUMBER THE SYSTEM OR ANY PART THEREOF, SERVICE PROVIDER'S TITLE OR SITE HOST'S RIGHTS UNDER THIS AGREEMENT. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Service Provider may, without the prior written consent of Site Host, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Service Provider, (iii) assign this Agreement and the System to any entity through which Service Provider is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Service. In the event of any such assignment, the Service Provider shall be released from all its liabilities and other obligations under this Agreement, provided that Service Provider shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Service Provider's obligations hereunder by the assignee. However, any assignment of Service Provider's right and/or obligations under this Agreement, shall not result in any change to Site Host's rights and obligations under this Agreement. Service Provider shall provide notice to Site Host upon any assignment contemplated by this Section A. Site Host's consent to any other assignment shall not be unreasonably withheld if Site Host has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Service Provider may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Service Provider in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Service Provider has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Site Host agrees to execute any consent, estoppel or acknowledgement in

form and substance reasonably acceptable to such Financing Parties; provided however that any such document does not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.

- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Service Provider or its affiliates by Financing Parties, that such Financing Parties may require that Service Provider or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the “**Successor Provider**”). Site Host agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

## 20. **Confidentiality and Publicity.**

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Site Host’s business (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, “**Representatives**”), and affiliates, lenders, and potential assignees of this Agreement, provided and on condition that such potential assignees shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially, and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the receiving Party’s need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.
  - i. Notwithstanding the above or any other provisions of this Agreement, the Parties acknowledge i) that Site Host as a Metropolitan Government, is subject to the Tennessee Public Records Act, Tenn. Code Ann. § 10-7-501 et seq. and ii) any conflict between the terms of this Section 20 (Confidentiality) and the Tennessee Open Records Act shall be resolved in favor of the Tennessee Public Records Act, and iii) the Tennessee Public Records Act grants Tennessee citizens the right to access state, county and municipal public records. “Public Records” are defined as “all documents, papers, letters, maps, books, photographs, microfilms, electronic data processing files and output, films, sound recordings, or other material, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by any governmental entity.” Unless otherwise exempt by law from the purview of the Public Records Act, Site Host will notify Service Provider prior to disclosure mandated by the Tennessee Public Records Act.
- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority

under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- c. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 14(c) (Disclaimer), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (Error! Reference source not found.) (Arbitration and Attorneys' Fees), Section 22(b) (Notices), Section 22(f) (Comparative Negligence), Section 22(g) (Non-Dedication of Facilities), Section 22(i) (No Partnership), Section 22(j) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(k) (No Third Party Beneficiaries).
- d. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.
- e. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this



Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Site Host or Service Provider shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.

- f. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- g. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Site Host not shall knowingly take any action that would subject the Service Provider, or Service Provider's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Site Host shall not assert in any proceeding before a court or regulatory body that Service Provider is a public utility by virtue of such other Party's performance under this agreement. If Service Provider is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Service Provider does not become subject to any such regulation provided however that any such restructuring shall not materially impair or reduce Site Host's rights to, or Service Provider's provision of, the Solar Services.
- h. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- i. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- j. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or

invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

- k. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.

**Section 5 – Solar Services Agreement**  
**Form of Site Lease**

**Site Lease Agreement**

This SITE LEASE AGREEMENT (this “**Agreement**”) is made and entered into this [\_\_\_\_], 2021 (the “**Effective Date**”), by and between LightWave Solar, LLC (“**Lessee**”) and the Metropolitan Government of Nashville and Davidson County (“**Lessor**”).

**Recitals**

A. Lessor is the owner of those certain parcels or tracts of ground in Davidson County, Tennessee, identified as [Parcel 1, Parcel 2, and Parcel 3] and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels are referred to herein as the “**Premises**”).

B. Lessor and Lessee entered into a certain Solar Services Agreement and related Goods and Services Contract (the “**Solar Services Agreement**”) pursuant to which the Lessee has agreed to design, construct, install, operate, manage and administer a multi-site solar photovoltaic system (the “**System**”) on those certain portions of the Premises identified in **Attachment B** hereto (the “**Leased Premises**”) for the purpose of providing electric energy to Lessee.

C. Lessor desires to grant to Lessee the rights described herein for the purposes of designing, installing, operating, maintaining, managing and removing the System.

**Agreement**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Lessor, Lessor and Lessee hereby agree as follows:

1. **Grant of Access.** Lessor hereby grants and permits Lessee, its successors and assigns, access for the period of time set forth herein, across, over, under and above the Leased Premises i) in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Lessee may from time to time require, and ii) as reasonably necessary to provide access to and services reasonably required for Lessee’s performance under the Solar Services Agreement. The rights granted hereunder shall run with and burden the Premises for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30<sup>th</sup>) anniversary of the System’s Commercial Operation Date (as such term is defined in the Solar Services Agreement), and (b) one hundred twenty (120) days following expiration of the term of the Solar Services Agreement, and (c) any earlier termination of the Solar Services Agreement due to default by Lessee thereunder. No delay or interruption by Lessee in the use or enjoyment of any right hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Lessee under the Solar Services Agreement, Lessee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Leased Premises, and may level and grade such portions of the Leased Premises, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Lessor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Lessor covenants for itself, its heirs, successors and assigns that:

- a. Lessor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Leased Premises on which is located any portion of the System, including any related interconnection equipment; and
  - b. if such a structure or obstruction is built or placed within any portion of the Leased Premises on which is located any portion of the System, including any related interconnection equipment, Lessor will remove the same at the request of the Lessee at no cost to the Lessee. Lessee may erect a fence on such portions of the Leased Premises on which any portion of the System is located in order to exclude Lessor and others from accessing such areas provided that Lessor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.
4. **Reservation of Rights.** Lessor reserves the right to use or authorize others to use the Premises in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Lessor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Lessee.
5. **Title.** Lessor represents and warrants to Lessee that (a) Lessor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Lessee's rights hereunder or under the Solar Services Agreement. Lessor further represents and warrants to Lessee that Lessor has the right to execute and deliver this Agreement and to grant to Lessee the rights hereunder, and that such grant does not, and will not, violate or breach Lessor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Lessor is a party or by or to which any of Lessor's assets or properties, including the Premises or the Leased Premises, is bound or subject. In the event that, after the date of this Agreement, Lessor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Lessor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Lessee an agreement, in customary form and in form and substance reasonably acceptable to Lessee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Lessee at Lessee's sole cost and expense. Lessor covenants and agrees, for itself and its assigns and successors, that the Lessee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Tennessee, without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Lessee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Services Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.

12. **Amendments; Acknowledgments.** Lessor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Lessee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, this Site Lease Agreement has been entered into by the Parties by their signatures below as of the Effective Date first mentioned above.

**Lessor:**  
Metropolitan Government of Nashville & Davidson County

**Lessee:**  
LightWave Solar, LLC

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved by Lessor as to Availability of Funds:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved by Lessor as to Form and Legality:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Approved by Lessor’s Director of Property Administration:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Attachment A  
to Site Lease Agreement**

**Premises Description:**

[Attach legal description from Project Site survey]

**Attachment B  
to Site Lease Agreement**

Leased Premises description:

[Attach legal description from Project Site survey]



**Section 6 – Solar Services Agreement**  
**Form of Memorandum of Lease**

**NOTICE OF GRANT OF INTEREST IN REALTY**

In accordance with the provisions of [\_\_\_\_], notice is hereby given of that Solar Services Agreement dated as of [\_\_\_\_] for provision of solar construction and asset management services (the “**Solar Services Agreement**”), such Solar Services Agreement includes the grant of Lease to Service Provider, pursuant to the terms of the Solar Services Agreement. This notice may be executed in counterparts by the Parties to the Solar Services Agreement.

Parties to the Agreement:

Service Provider: [\_\_\_\_] [\_\_\_\_]  
[\_\_\_\_]  
[\_\_\_\_]

Site Host : [\_\_\_\_]  
[\_\_\_\_]  
[\_\_\_\_]

Date of Execution of Solar Agreement: [\_\_\_\_]

Description of Premises: See **Section 5, Attachment A**

**TERM OF AGREEMENT:**

The term of the Solar Services Agreement shall be until the last day of the calendar month in which the thirtieth (30th) anniversary of the Commercial Operation Date (as that term is defined in the Solar Services Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Solar Services Agreement.

[Signature Pages and Notary Pages follow]

**Section 6**  
**Attachment A**  
Description of the Premises

[Service Provider to Complete]

**Section 7 – Solar Services Agreement**  
**Form of Performance Guaranty Agreement**

In consideration for Purchaser's entering into the Solar Services Agreement between LightWave Solar, LLC ("Service Provider") and Metropolitan Government of Nashville and Davidson County ("Site Host") related to the System at the Premises (the "**Solar Services Agreement**"), this Performance Guaranty (this "**Guaranty**") is entered into by the parties listed below (each a "**Party**" and collectively the "**Parties**") as of the date signed by Service Provider below (the "**Effective Date**").

<b>Site Host:</b>		<b>Service Provider:</b>	
Name and Address	Metropolitan Government of Nashville and Davidson County Purchasing Agent, Procurement Division Department of Finance PO Box 196300 Nashville, TN 37219-6300	Name and Address	LightWave Solar, LLC 3026 Owen Drive, STE 104 Antioch, TN 37013 Attention: Christopher J. Koczaja
Phone	None	Phone	(615) 641-4050
E-mail	None	E-mail	(615) 641-2219
Project Name	Metro Water 2021 Solar Project		ckoczaja@lightwavesolar.com

This Guaranty sets forth the terms and conditions of a guaranty provided by Lessor in conjunction with the Lease. Capitalized terms not otherwise defined herein have the meanings given such terms in the Lease. The term of this Guaranty will be concurrent with the term of the Lease; except that it will not exceed the Initial Term. This Guaranty will be updated by Guarantor to reflect the as-built specifications of the System.

1. **Guaranty.** Guarantor guarantees that during the term of the Lease the System will generate not less than ninety percent (90%) of the projected generation of the System as set forth in **Table 1.A** below (such figure, the "**Guaranteed kWh**").

**Table 1.A,** projected production values:

Contract Year	Pre-Adjustment Annual KWh (90% of projected generation)
Year 1	4,951,375
Year 2	4,852,347
Year 3	4,830,512
Year 4	4,808,775
Year 5	4,787,135
Year 6	4,765,594
Year 7	4,744,148
Year 8	4,722,800
Year 9	4,701,547
Year 10	4,680,390
Year 11	4,659,328
Year 12	4,638,362
Year 13	4,617,489
Year 14	4,596,710
Year 15	4,576,025
Year 16	4,555,433

Year 17	4,534,933
Year 18	4,514,526
Year 19	4,494,210
Year 20	4,473,986
Year 21	4,453,853
Year 22	4,433,811
Year 23	4,413,859
Year 24	4,393,997
Year 25	4,374,224
Year 26	4,354,539
Year 27	4,334,945
Year 28	4,315,437
Year 29	4,296,018
Year 30	4,276,686

B. If at the end of each successive Contract Year the AC electricity produced by the System as measured and recorded by Service Provider (the “**Actual kWh**”) is *less* than the Guaranteed kWh on a cumulative basis for all Contract Years through that Contract Year, then Service Provider shall pay Site Host an amount equal to (i) the cumulative difference between the Guaranteed kWh and the Actual kWh from the beginning of the first year through the end of that Contract Year, divided by (ii) the Guaranteed kWh for that Contract Year, multiplied by (iii) \$373,091.88, the total of which is reduced by (iv) the sum of cumulative performance guaranty payments made by Service Provider in all previous Contract Years.

C. If a payment of greater than fifty dollars (\$50) is due under Section 1(B), (i) Service Provider will deliver a statement to Site Host detailing the Guaranteed kWh and the calculation of the payment due; and (ii) the payment shall be due within ninety (90) days after the end of the Contract Year. If no payment is due, then no statement or payment will be issued.

D. If at the end of a Contract Year the Actual kWh is *greater* than the Guaranteed kWh, this surplus will be carried over and will be used to offset any deficits that may occur in any subsequent Contract Years.

2. **Exclusions.** The Guaranty set forth in Section 1 does not apply to the extent of any reduced generation from the System due to the following (including the downtime required for repair, replacement or correction):

A. a Force Majeure Event, which includes (i) destruction or damage to the System or its ability to safely produce electricity not caused by Service Provider or its approved service providers while servicing the System (e.g., vandalism); (ii) a power or voltage surge caused by someone other than Service Provider, including a grid supply voltage outside of the standard range specified by the utility; and (iii) theft of the System; and (iv) curtailment or reduction of energy production required by the utility or grid operator.

B. Site Hosts’s failure to perform, or breach of, Site Host’s obligations under the Solar Services Agreement.

C. Insolation Reduction, as described in [Section 8(j)] of the Agreement.

3. **Liquidated Damages; Waiver of Cost Savings.** The Parties agree that the payment described in Section 1(B) is a reasonable approximation of the damages suffered by Lessee as a result of underperformance of the System, is bargained-for by the Parties, and shall be the Lessee’s sole and exclusive remedy hereunder for underperformance of the System. Lessee hereby disclaims, and any beneficiary of this Guaranty hereby waives, any warranty with respect to any cost savings from using the System.

4. **Incorporation of Solar Services Agreement Provisions.** Section 18 (Force Majeure), Section 19 (Assignment and Financing) and Section 22 (Miscellaneous Provisions) of the Solar Services Agreement and any Sections referenced therein are incorporated into this Guaranty as if any reference therein to “Agreement” were to this Guaranty and any reference to “Parties” were to the Parties to this Guaranty.

[Signature Page Follows]

**Site Host:**  
Metropolitan Government of Nashville and Davidson County

**Service Provider:**  
LightWave Solar, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Availability of Funds:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to Form and Legality:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/07/2020

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).

<b>PRODUCER</b> <b>HUB International Mid-South</b> <b>3011 Armory Drive Suite 250</b> <b>615-383-9761</b> <b>Nashville, TN 37204</b>		<b>CONTACT NAME:</b> <b>Tammy Oakley</b> <b>PHONE (A/C, No, Ext):</b> <b>615 383-9761</b> <b>FAX (A/C, No):</b> <b>615 383-4628</b> <b>E-MAIL ADDRESS:</b> <b>tammy.oakley@hubinternational.com</b>															
<b>INSURED</b> <b>Lightwave Solar, LLC</b> <b>3026 Owen Drive, Suite 104</b> <b>Antioch, TN 37013-2417</b>		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A : Cincinnatti Insurance Company</b></td> <td><b>10677</b></td> </tr> <tr> <td><b>INSURER B : Builders Mutual Insurance Company</b></td> <td><b>10844</b></td> </tr> <tr> <td><b>INSURER C : Argonaut Insurance Company</b></td> <td><b>19801</b></td> </tr> <tr> <td><b>INSURER D : LM Insurance Corporation</b></td> <td><b>33600</b></td> </tr> <tr> <td><b>INSURER E : Columbia Casualty Company</b></td> <td><b>31127</b></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A : Cincinnatti Insurance Company</b>	<b>10677</b>	<b>INSURER B : Builders Mutual Insurance Company</b>	<b>10844</b>	<b>INSURER C : Argonaut Insurance Company</b>	<b>19801</b>	<b>INSURER D : LM Insurance Corporation</b>	<b>33600</b>	<b>INSURER E : Columbia Casualty Company</b>	<b>31127</b>	<b>INSURER F :</b>	
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<b>INSURER F :</b>																	

**COVERAGES****CERTIFICATE NUMBER:****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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			<b>ENP0435953</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>EACH OCCURRENCE \$1,000,000</b>
<b>A</b>	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>PD Ded:2,500</b>			<b>CAP5188849</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000</b>
	<input checked="" type="checkbox"/> <b>PD Ded:2,500</b>						<b>MED EXP (Any one person) \$10,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						<b>PERSONAL &amp; ADV INJURY \$1,000,000</b>
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						<b>GENERAL AGGREGATE \$2,000,000</b>
	OTHER:						<b>PRODUCTS - COMP/OP AGG \$2,000,000</b>
							<b>\$</b>
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			<b>ENP0435953</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>COMBINED SINGLE LIMIT (Ea accident) \$1,000,000</b>
	<input checked="" type="checkbox"/> ANY AUTO						<b>BODILY INJURY (Per person) \$</b>
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					<b>BODILY INJURY (Per accident) \$</b>
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					<b>PROPERTY DAMAGE (Per accident) \$</b>
							<b>\$</b>
<b>A</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	<input checked="" type="checkbox"/> OCCUR		<b>ENP0435953</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>EACH OCCURRENCE \$5,000,000</b>
	<b>EXCESS LIAB</b>	<input type="checkbox"/> CLAIMS-MADE					<b>AGGREGATE \$5,000,000</b>
	<b>DED</b> <input checked="" type="checkbox"/> <b>RETENTION \$0</b>						<b>\$</b>
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>WCP105079704</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
<b>C</b>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		<b>N/A</b>	<b>WC928628604014</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>E.L. EACH ACCIDENT \$1,000,000</b>
<b>D</b>	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>WC539S379613029</b>	<b>10/02/2019</b>	<b>10/02/2020</b>	<b>E.L. DISEASE - EA EMPLOYEE \$1,000,000</b>
							<b>E.L. DISEASE - POLICY LIMIT \$1,000,000</b>
<b>E</b>	<b>Professional Liability Contractors E&amp;O</b>			<b>6046305247</b>	<b>05/01/2020</b>	<b>05/01/2021</b>	<b>\$1,000,000 each claim; \$1,000,000 aggregate \$50,000 deductible.</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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.**

**Project Reference(s) : Water Services Department Solar Project(s) at :**

(1) Omohundro South	1427 Lebanon Pike	Nashville, TN 37210
(2) White's Creek	1360 County Hospital Road	Nashville, TN 37218
(3) Central WWTP	1700 3rd Ave North	Nashville, TN 37208

**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

*Phil Barnes*

**COMMENTS/REMARKS****General Liability:**

Additional Insured status, waiver of subrogation and primary/noncontributory status applies when required by written contract and only as per forms GA233 09 17 and GA472 09 17.

**Business Automobile Liability:**

Additional Insured status applies when required by written contract and only as per form AA4171 11 05. Coverage is noncontributory for additional insureds when required by written contract and only as per form AA4174 11 05.

**Workers Compensation & Employers Liability:**

Waiver of subrogation applies when required by written contract to coverage in Alabama, Mississippi and Tennessee.

**Excess/Umbrella Liability:**

The Umbrella Liability policy provides excess limits over the scheduled underlying primary Commercial General Liability, Business Automobile Liability, and Employers Liability policies' limits, subject to the Umbrella policy's terms, conditions and exclusions.

"Automatic Non-Contributory Coverage Endorsement-Where Required by Written Contract" form US4096 10 10 is attached to the policy.

Subject to all of the terms, conditions, exclusions and definitions of the above referenced policies as issued by the carrier(s).

## Certificate Of Completion

Envelope Id: F6984F12BB3A4E1EBB413B073E12717C	Status: Sent
Subject: URGENT Agreement No 6485668 Lightwave Solar, LLC (Water Services)	
Source Envelope:	
Document Pages: 63	Signatures: 3
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-06:00) Central Time (US & Canada)	
	Envelope Originator:
	Procurement Resource Group
	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
1/11/2021 9:43:05 AM	prg@nashville.gov	

## Signer Events

Signature	Timestamp
Chris Koczaja	Sent: 1/11/2021 10:15:59 AM
ckoczaja@lightwavesolar.com	Resent: 1/11/2021 10:17:36 AM
CEO	Viewed: 1/11/2021 10:18:05 AM
LightWave Solar, LLC	Signed: 1/11/2021 12:17:17 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 68.53.115.135	

### Electronic Record and Signature Disclosure:

Accepted: 1/11/2021 10:18:05 AM  
ID: e0141948-8816-43e3-9779-aec8f4d1ff09

Kevin Crumbo/tlo	Sent: 1/11/2021 12:17:19 PM
talialomaxodneal@nashville.gov	Viewed: 1/11/2021 1:04:22 PM
Director of Finance	Signed: 1/11/2021 1:05:00 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	

### Electronic Record and Signature Disclosure:

Accepted: 1/11/2021 1:04:22 PM  
ID: 0d1ba4d8-c391-4fc4-b448-480b81b993ac

Tara Ladd	Sent: 1/11/2021 1:05:03 PM
tara.ladd@nashville.gov	Viewed: 1/11/2021 1:06:15 PM
Assistant Metropolitan Attorney	Signed: 1/11/2021 1:06:40 PM
Security Level: Email, Account Authentication (None)	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	

### Electronic Record and Signature Disclosure:

Accepted: 1/11/2021 1:06:15 PM  
ID: 5b5e217e-a11a-4314-8167-f5a9d9227f5d

Procurement Resource Group	Sent: 1/11/2021 1:06:44 PM
prg@nashville.gov	
Metropolitan Government of Nashville and Davidson County	
Security Level: Email, Account Authentication (None)	

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## 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
Tara Ladd tara.ladd@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 1/11/2021 1:06:42 PM
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 1/11/2021 11:58:33 AM ID: f931b20c-ac14-4226-9ca0-93fee29f9a6b	COPIED	Sent: 1/11/2021 1:06:43 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/11/2021 10:15:59 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber



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# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-614, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to negotiate and accept permanent and temporary easements for the River Drive Stormwater Improvement Project for four properties located on River Drive, (MWS Project No. 21-SWC-171 and Proposal No. 2020M-107ES-001).

WHEREAS, the negotiation and acceptance of permanent and temporary easements for four properties located on River Drive are needed to construct MWS Project 21-SWC-171; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-107ES-001 on December 15, 2020, for the negotiation and acceptance of permanent and temporary easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to negotiate and accept permanent and temporary easements for four properties located on River Drive as shown on Exhibit 1, which is attached hereto and incorporated by reference.

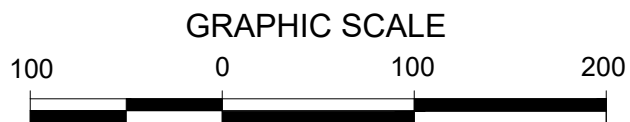
Map & Parcel:	Address:
08101008900	1818 B River Drive
08101007100	1820 River Drive
08101004400	1819 River Drive
08101004500	1821 River Drive

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the negotiations and acceptance authorized by this ordinance.

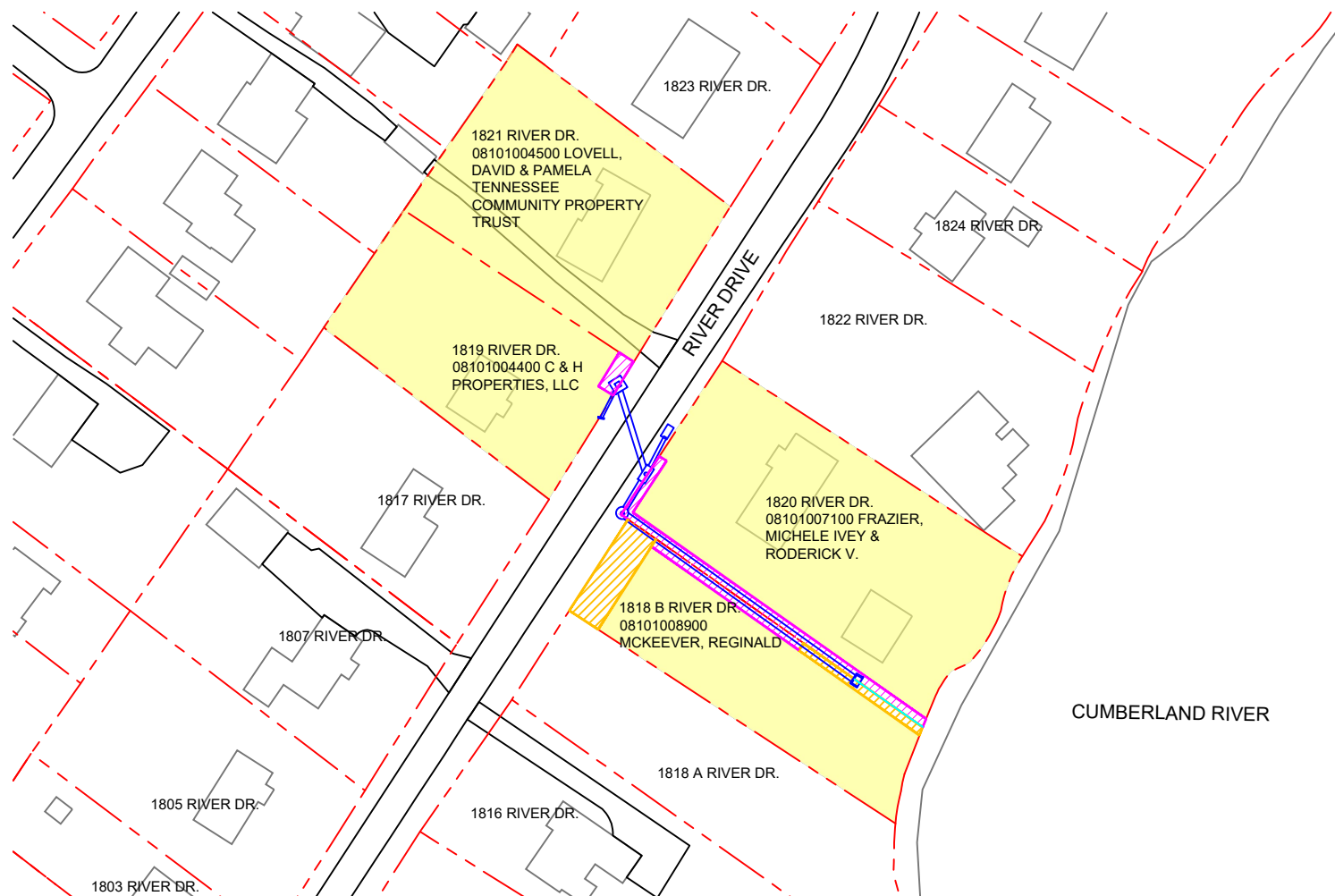
Section 3. Amendments to this legislation shall be approved by resolution.

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

LEGEND



- PROPERTY LINE
- PROPOSED PERMANENT EASEMENT
- EXISTING EASEMENT
- PROPERTY WITH PROPOSED EASEMENT
- PROPOSED STORM PIPE



Civil Engineers



6606 CHARLOTTE PIKE, STE 210  
NASHVILLE, TENNESSEE 37209  
615.356.9911 PHONE  
615.352.8737 F A X

CLIENT:

METRO WATER  
SERVICES,  
DIVISION OF  
STORMWATER

PROPOSED EASEMENT EXHIBIT

RIVER DR.  
METRO PROJECT NO: 21-SWC-171

SCALE:

1"=100'

DATE:

11/13/20

DWN BY:

TJK

CHK BY:

RLW





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-615, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer main, sanitary sewer manholes and easements for three properties located at 7150 and 7154 Nolensville Road and Nolensville Road (unnumbered) in Williamson County (MWS Project No. 20-SL-69 and Proposal No. 2020M-108ES-001).

WHEREAS, the acceptance of approximately 2,746 linear feet of new eight inch sanitary sewer main (PVC), 15 sanitary sewer manholes and easements, for three properties located at 7150 and 7154 Nolensville Road and Nolensville Road (unnumbered) in Williamson County, is needed to construct project number 20-SL-69; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-108ES-001 on December 15, 2020, for the acceptance of said sanitary sewer main, sanitary sewer manholes and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 2,746 linear feet of new eight inch sanitary sewer main (PVC), 15 sanitary sewer manholes and easements, for three properties located at 7150 and 7154 Nolensville Road and Nolensville Road (unnumbered) in Williamson County, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel: (Williamson Co.)

Address:

Tax Map 56; Parcel 52.19

7150 Nolensville Road

Tax Map 56; Parcel 52.00

7154 Nolensville Road

Tax Map 56; Parcel 52.05

Nolensville Road (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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



# Vicinity Sketch

## MWS Project No.: 20SL0069

----- CAUTION -----  
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

existing manhole  
at end of Metro  
sewer line. Tie-In.

Proposed sewer line B.  
742 LF of 8" PVC sewer line.

existing manhole  
at end of Metro  
sewer line. Tie-In.

Proposed sewer line D.  
296 LF of 8" PVC sewer line.

Proposed sewer line C.  
709 LF of 8" PVC sewer line.

Proposed sewer line A.  
999 LF of 8" PVC sewer line.

7150 & 7154 Nolensville Road  
(Williamson County)  
MWS Project No.: 20SL0069

Proposed 8" Sanitary Sewer Main (PVC)...2,746 LF  
Proposed Sanitary Sewer Manholes...15 Units  
and easements

November 11, 2020  
Council District 17

Parcel IDs... Map 056; Parcels 52.00, 52.05, 52.19

Engineer...Dewey Engineering, Michael Dewey, PE







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

**File #:** BL2021-616, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public water main and easements, and to accept new water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes, pressure reducing valve and easements, for property located at Brick Church Lane (unnumbered), also known as Heartland North Phase 1 (MWS Project Nos. 18- WL-172 and 18-SL-226 and Proposal No. 2020M-110ES-001).

WHEREAS, the abandonment of approximately 1,350 linear feet of existing eight inch water main and easements, and the acceptance of approximately 1,655 linear feet of new 12 inch water main (DIP), approximately 2,866 linear feet of new eight inch water main (DIP), approximately 2,254 linear feet of new eight inch sanitary sewer main, five hydrant assemblies, 18 sanitary sewer manholes, one pressure reducing valve, reconnection of three existing fire hydrant assemblies and easements, for property located at Brick Church Lane ( unnumbered), also known as Heartland North Phase 1, are needed to construct project numbers 18-WL-172 and 18-SL-226; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-110ES-001 on December 16, 2020, for the abandonment and acceptance of said water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes, pressure reducing valve and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 1,350 linear feet of existing eight inch water main and easements, and to accept approximately 1,655 linear feet of new 12 inch water main (DIP), approximately 2,866 linear feet of new eight inch water main (DIP), approximately 2,254 linear feet of new eight inch sanitary sewer main, five hydrant assemblies, 18 sanitary sewer manholes, one pressure reducing valve, reconnection of three existing fire hydrant assemblies and easements, for property located at Brick Church Lane ( unnumbered), also known as Heartland North Phase 1, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

05000009900

Address:

Brick Church Lane (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 16, 2020

To: Mike Atchison, Metro Water Services

**Re: Heartland North Phase 1**  
**Planning Commission Mandatory Referral #2020M-110ES-001**  
Council District #03 – Jennifer Gamble, Council Member

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

*A request for the abandonment of approximately 1,350 linear feet of 8-inch water main and easements, and the acceptance of approximately 1,655 linear feet of 12-inch water main (DIP), 2,866 linear feet of 8-inch water main (DIP), five fire hydrant assemblies, one pressure reducing valve, 2,254 linear feet of 8-inch sanitary sewer main, 18 sanitary sewer manholes, easements, and the reconnection of three existing fire hydrant assemblies to serve the Heartland North Phase 1 development. (see sketch for details). (MWS Project Nos. 18-SL-226 and 18-WL-172).*

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

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

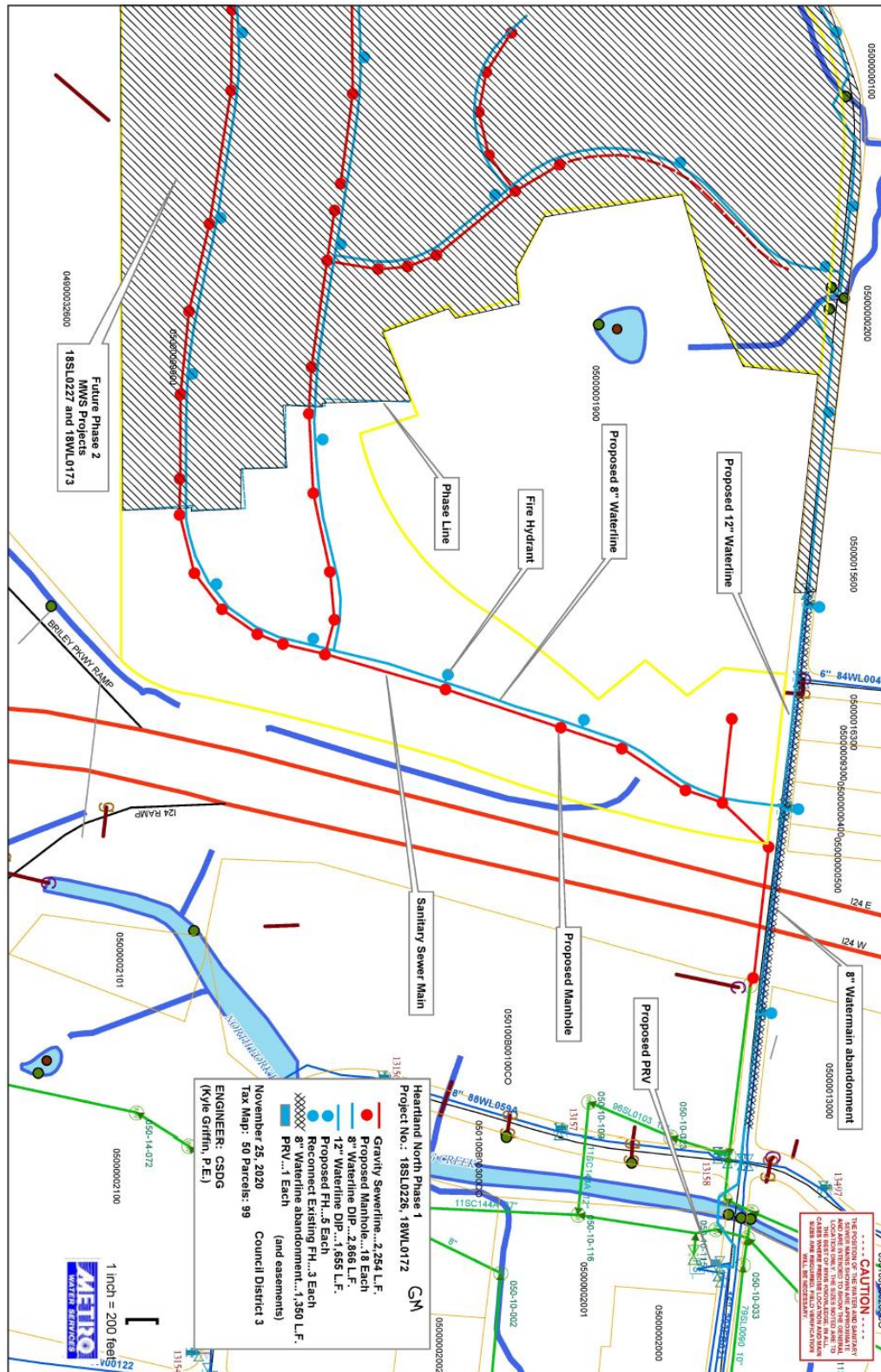
A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

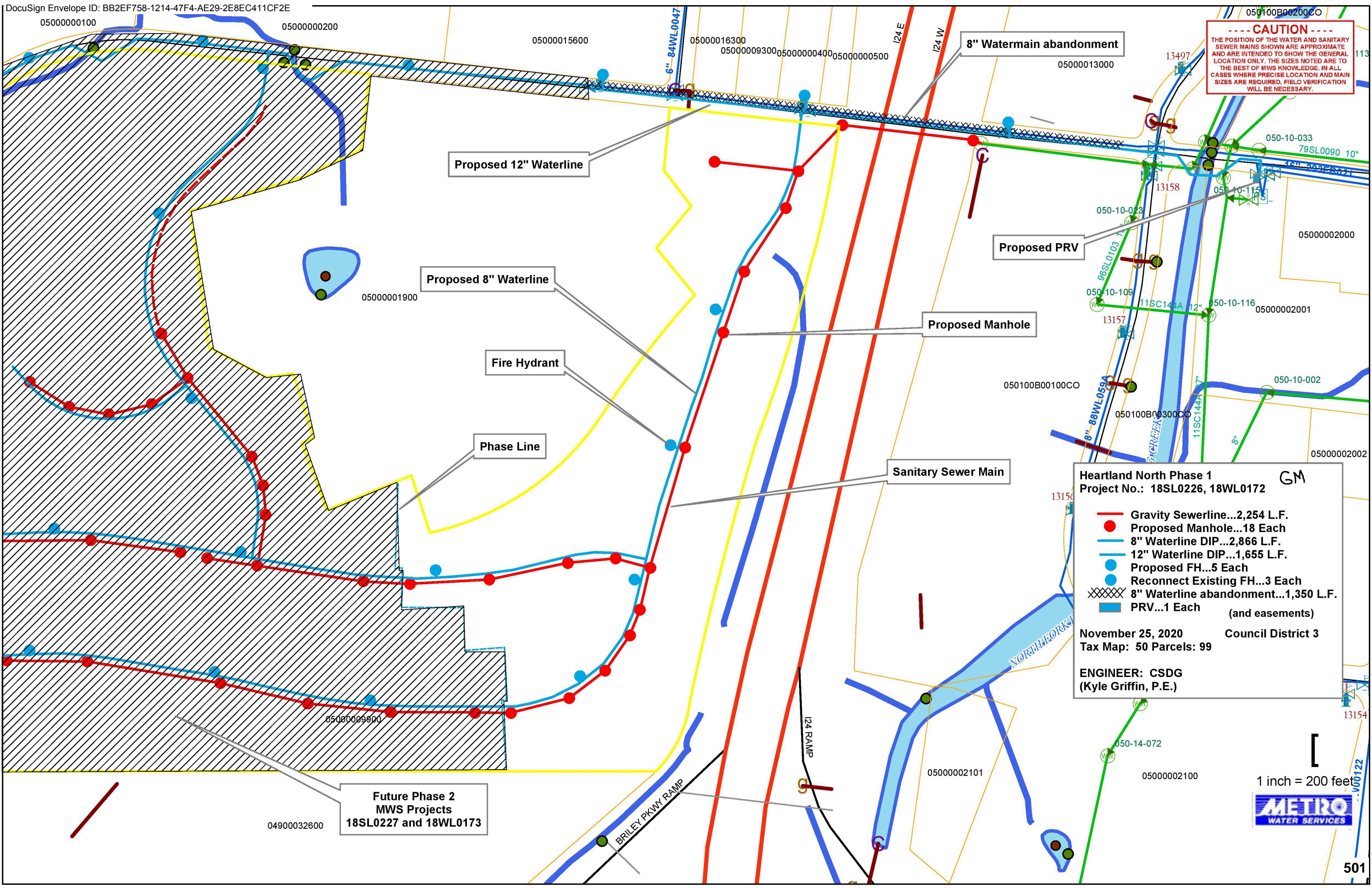
**Re: Heartland North Phase 1****Planning Commission Mandatory Referral #2020M-110ES-001**

Council District #03 – Jennifer Gamble, Council Member

*A request for the abandonment of approximately 1,350 linear feet of 8-inch water main and easements, and the acceptance of approximately 1,655 linear feet of 12-inch water main (DIP), 2,866 linear feet of 8-inch water main (DIP), five fire hydrant assemblies, one pressure reducing valve, 2,254 linear feet of 8-inch sanitary sewer main, 18 sanitary sewer manholes, easements, and the reconnection of three existing fire hydrant assemblies to serve the Heartland North Phase 1 development. (see sketch for details). (MWS Project Nos. 18-SL-226 and 18-WL-172).*







----- CAUTION -----  
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

Heartland North Phase 1  
Project No.: 18SL0226, 18WL0172

GM

Gravity Sewerline...2,254 L.F.

Proposed Manhole...18 Each

8" Waterline DIP...2,866 L.F.

12" Waterline DIP...1,655 L.F.

Proposed FH...5 Each

Reconnect Existing FH...3 Each

8" Waterline abandonment...1,350 L.F.

PRV...1 Each

(and easements)

November 25, 2020

Council District 3

Tax Map: 50 Parcels: 99

ENGINEER: CSDG

(Kyle Griffin, P.E.)

Future Phase 2  
MWS Projects  
18SL0227 and 18WL0173

1 inch = 200 feet  
**METRO**  
WATER SERVICES

501





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2019-8, **Version:** 1

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An ordinance amending Section 17.20.120 of Title 17 of the Metropolitan Code pertaining to the provision of sidewalks (Proposal No. 2019Z-015TX-001).

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

Section 1. That Subsection D of Section 17.20.120 of the Metropolitan Code of Laws is hereby amended by deleting it in its entirety and substituting in lieu thereof the following:

D. Contribution to the sidewalk fund for the council district as an alternative to sidewalk installation.

1. When a public sidewalk is required by subsection A, but installation is not required by subsection C of this section, the building permit applicant may make a financial contribution to the sidewalk fund for the council district in lieu of construction. The value of the contribution shall be the average linear foot sidewalk project cost, including new and repair projects, determined by July 1 of each year by the Department of Public Works' review of sidewalk projects contracted for or constructed by the Metropolitan Government. The contribution in-lieu of construction shall be no more than two percent of the total construction value of the permit.

2. Any such contributions received by the Metropolitan Government shall be assigned and designated for implementation of the strategic plan for sidewalks and bikeways, as approved by the Planning Commission. The applicant's payment shall be allocated within ten years of receipt of the payment within the same council district as the property to be developed; otherwise, the payment shall be refunded to the building permit applicant.

3. Contribution to the pedestrian network as an alternative to sidewalk installation required under this section shall be received by the Department of Public Works, and written confirmation of the contribution shall be sent to the Department of Codes Administration prior to the issuance of a building permit.

Section 2. This Ordinance shall take effect from and after its final passage, and such change shall be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This ordinance amends Section 17.20.120 of the Metropolitan Code regarding the sidewalk fund.

Currently, money collected from the payment in lieu of sidewalks is collected into a pedestrian benefit fund. The funds are required to stay in the pedestrian benefit zone from where the payment was made. This ordinance would remove the pedestrian benefit zones and instead require funds to stay within the Council district of the new development.

A housekeeping amendment would fix a drafting error which unintentionally reduced the cap on contributions in-lieu of construction. The amendment restores the cap to the current amount in the Metro Code.



This bill has been disapproved by the planning commission.

**ORDINANCE NO. Bill BL2019- 8**

**An ordinance amending Section 17.20.120 of Title 17 of the Metropolitan Code pertaining to the provision of sidewalks (Proposal No. 2019Z-015TX-001).**

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

Section 1. That Subsection D of Section 17.20.120 of the Metropolitan Code of Laws is hereby amended by deleting it in its entirety and substituting in lieu thereof the following:

- D. Contribution to the sidewalk fund for the council district as an alternative to sidewalk installation.
1. When a public sidewalk is required by subsection A, but installation is not required by subsection C of this section, the building permit applicant may make a financial contribution to the sidewalk fund for the council district in lieu of construction. The value of the contribution shall be the average linear foot sidewalk project cost, including new and repair projects, determined by July 1 of each year by the Department of Public Works' review of sidewalk projects contracted for or constructed by the Metropolitan Government. The contribution in-lieu of construction shall be no more than two percent of the total construction value of the permit.
  2. Any such contributions received by the Metropolitan Government shall be assigned and designated for implementation of the strategic plan for sidewalks and bikeways, as approved by the Planning Commission. The applicant's payment shall be allocated within ten years of receipt of the payment within the same council district as the property to be developed; otherwise, the payment shall be refunded to the building permit applicant.
  3. Contribution to the pedestrian network as an alternative to sidewalk installation required under this section shall be received by the Department of Public Works, and written confirmation of the contribution shall be sent to the Department of Codes Administration prior to the issuance of a building permit.

Section 2. This Ordinance shall take effect from and after its final passage, and such change shall be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

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Mary Carolyn Roberts  
Member of Council

**Electronic Signature Page**

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink, reading "Mary Carolyn Roberts". The signature is written in a cursive, flowing style with a large initial 'M'.

Mary Carolyn Roberts  
Councilmember, District 20



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-553, **Version:** 2

---

An ordinance to require a resolution of the Metropolitan Council prior to discontinuing operations at the J.B. Knowles Home Assisted Living Facility.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that the important care currently being provided at the J.B. Knowles Home Assisted Living Facility continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council.

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

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

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to patients and residents, and their families at least 30 days prior to the public hearing.

Section 3. While it is the intent of the Metropolitan Council that the J.B. Knowles Home Assisted Living Facility operate on the revenues generated by the services provided with no subsidy from Metro's general fund, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by

the Council.

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

#### Analysis

This ordinance, as substituted, would require all care being provided to patients and residents at the J.B. Knowles Home Assisted Living Facility to be continued unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving 21 affirmative votes, after a public hearing. The ordinance would also prohibit the commencement of wind down processes or preparations until at least 30 days after the Council approval of the resolution. Likewise, no wind down or other processes or preparations intended to prepare this facility for closure could occur until 30 days after the public hearing and affirmative Council vote. The ordinance further provides that, while the Council intends the services provided by the facility to be continued with no subsidy, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by the Council.

The Knowles Home Assisted Living and Adult Day Services facility is currently operated by Anthemcare Tennessee LLC under a contract with Metro. The Anthemcare contract was entered into in June of 2018 for a two year period, but the contract was extended in 2020 for one year with a new expiration date of June 14, 2021.

SUBSTITUTE ORDINANCE NO. BL2020-553

An ordinance to require a resolution of the Metropolitan Council ~~30 days~~ prior to discontinuing operations at the ~~Bordeaux Long Term Care Facility~~, the J.B. Knowles Home Assisted Living Facility, ~~or Nashville General Hospital~~.

WHEREAS, the truest measure of any of any society can be found in how it treats its old, its poor, its weak, and its helpless; and

WHEREAS, the City of Nashville has a long and proud history of providing care and comfort to our most vulnerable residents; and

WHEREAS, the ~~Bordeaux Long Term Care Facility have provided care to important, yet aged and infirm residents for decades~~ sale of J.B. Knowles Home Assisted Living Facility ("Knowles") and its campus did not occur pursuant to Ordinance No. BL2014-688, as amended; and

WHEREAS, ~~some would allow short term financial expediency to replace our bounded duty to provide care to the current residents of these Metro owned facilities~~ Knowles is currently operated by AnthemCare Tennessee LLC, a private operator; and

WHEREAS, ~~the relocation of residents and patients with preexisting conditions during a pandemic is at best ill advised, and at worst places each patient and resident at significant risk of an adverse health outcome, or even death~~ no long term plan has been provided for the continued existence of Knowles; and

WHEREAS, ~~the relocation of patients and residents from long term care facilities is well known to result in transfer trauma to said patients and residents even in the best of times and under the most carefully planned and coordinated circumstances~~ the Council desires to continue the care provided by Knowles until a long term plan is reviewed and approved by the Council; and

WHEREAS, ~~in addition, the circumstances at the Bordeaux Long Term Care Facility have highlighted the need for continuation of the care provided by the J.B. Knowles Home Assisted Living Facility and Nashville General Hospital;~~ and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the Metropolitan Government that ~~the important care currently being provided to citizen of Nashville at the Bordeaux Long Term Care Facility should continue uninterrupted until the SARS-CoV-2 pandemic has subsided and a safe and humane plan for relocation of patients and residents to other locations is reviewed and approved by Council. Further, care provided at the J.B. Knowles Home Assisted Living Facility~~ continue. Any action that would interrupt care at the facility must be reviewed and approved by the Council and Nashville General Hospital should be reviewed and approved by Council prior to any actions that would interrupt care at either institution.

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

Section 1. All care being provided to patients and residents at the ~~Bordeaux Long Term Care Facility, J.B. Knowles Home Assisted Living Facility, or Nashville General Hospital as of December 31, 2019,~~ shall be continued ~~more or less as the same was occurring on December 31, 2019~~ unless the elimination of such services is approved by the Metropolitan Council by a resolution receiving twenty-one (21) affirmative votes, after a public hearing. Likewise, no wind

down or other processes or preparations intended to prepare ~~one of these facilities~~ the facility for closure shall occur until 30 days after the public hearing and affirmative Council vote.

Section 2. The resolution shall be accompanied by a detailed plan for the safe and humane relocation of patients and residents to other locations qualified and willing to accept the same. The plan shall be made available to patients and residents, and their families at least 30 days prior to the public hearing.

Section 3. While it is the intent of the Metropolitan Council that ~~the Bordeaux Long Term Care Facility, the J.B. Knowles Home Assisted Living Facility, and Nashville General Hospital~~ operate on the revenues generated by such functions at no cost to the general government, in the event ~~that revenues generated at one of these institutions are insufficient for the operation and maintenance of the facilities until a closure plan is approved by Council, the Council intends to appropriate the necessary funds to cover any shortfall by the services provided with no subsidy from Metro's general fund, the Council intends to continue the current budgeted subsidy until a long term plan is reviewed and approved by the Council.~~

Section 4. 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:

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Kyonzté Toombs  
Member of Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-586, **Version:** 2

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An ordinance amending Ordinance No. BL2014-688 to reverse the Metropolitan Council's determination that the provision of long term medical care is obsolete and unnecessary as a governmental function, directing that certain actions be taken regarding the preservation of the licensed beds at the Bordeaux Long Term Care facility and appraisals of the Bordeaux Long Term Care and J.B. Knowles Home for the Aged facilities, and requesting the creation of a long term plan for the J.B. Knowles Home facility.

WHEREAS, pursuant to Ordinance No. BL2014-688, the Metropolitan Council approved agreements for the lease and disposition of real property relating to the Bordeaux Long Term Care and J.B. Knowles Home for the Aged facilities, and made a determination that the private sector can provide quality long term medical care services on a more economical basis, making such services obsolete and unnecessary as a governmental function in accordance with Section 1.05 of the Metropolitan Charter; and

WHEREAS, pursuant to Ordinance No. BL2016-422, Metro agreed to extend the lease of the real property and operations (the "Revised Lease") of the Bordeaux Long Term Care facility ("BLTC") located at 1414 County Hospital Road to LP North Nashville, LLC, which is a subsidiary of Signature Healthcare, LLC ("Signature"); and

WHEREAS, although the Revised Lease was set to expire on June 30, 2020, Metro entered into an emergency six month extension (the "Contract Extension") to allow time for a request for proposals (the "RFP") to be issued for the operation of BLTC, and provided for a reimbursement of Signature's operating losses during the extension period; and

WHEREAS, the time period for the RFP responses ended and Metro received no responses; and

WHEREAS, Metro notified Signature on September 22, 2020 of its election to have Signature discontinue all operations and start winding down BLTC's resident care operations pursuant to the Contract Extension in compliance with all applicable laws and regulations to be completed by the earlier of January 31, 2021, or the day that is 120 days after Metro's approval of the Wind Down Plan; and

WHEREAS, the Metropolitan Council values the provision of quality and affordable long term care; and

WHEREAS, the Metropolitan Council realizes that the Metropolitan Government's provision of quality and affordable long term care must be financially feasible; and

WHEREAS, the BLTC Facility is currently licensed by the Tennessee Board for Licensing Health Care Facilities, for 419 nursing home beds; and

WHEREAS, the Metropolitan Council recognizes that the licensed 419 nursing home beds are an asset of the Metropolitan Government that should be preserved; and



WHEREAS, the Metropolitan Council desires the creation of a long term plan for the provision of quality and affordable long term care in Nashville with the understanding that such plan may require the cessation of the Metropolitan Government's provision of such services.

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

Section 1. Ordinance No. BL2014-688 is hereby amended by deleting the following language contained in Section 5:

"Due to the circumstances described above, the provision of long term care services by the Metropolitan Government is hereby determined and declared to be obsolete and unnecessary in accordance with Section 1.05 of the Metropolitan Charter."

Section 2. The Metropolitan Council directs the Director of Finance or his designee, at the conclusion of the BLTC Wind Down Plan, to take the necessary action to seek approval of the Tennessee Board for Licensing Health Care Facilities, for the conversion of the license for the 419 bed BLTC facility to inactive status. Upon approval of inactive status, the Metropolitan Council further directs that all necessary licensure fees and any applicable nursing home assessment fees for the inactive 419-bed licensed BLTC facility be paid out of line item 01101432 of Substitute Ordinance No. BL2020-286 for "Subsidy BLTC Mgt. Contract".

Section 3. The Metropolitan Council directs the Director of Public Property Administration to procure and provide to the Council an appraisal of the following:

1. The value of the BLTC license to operate as a nursing home with 419 beds.
2. The value of the Knowles Home Assisted Living and Adult Day Services facility currently operated by Anthemcare Tennessee LLC, including the real property, physical building, and license to operate as an assisted living facility with 100 beds.
3. The value of the BLTC physical building(s) and real property.

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

Section 5. Amendments to this Ordinance may be approved by resolution of the Metropolitan Council receiving twenty-one affirmative votes.

Section 6. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This ordinance, as amended, would reverse the Metropolitan Council's previous decision determining that long

term medical care is an obsolete governmental service, and require that certain actions be taken regarding the Bordeaux Long Term Care (BLTC) and J.B. Knowles Home for the Aged (Knowles Home) facilities. Ordinance No. BL2014-688 approved agreements for the lease and disposition of real property relating to the BLTC and Knowles Home facilities, and made a determination that the private sector can provide quality long term medical care services on a more economical basis, thus making such services obsolete and unnecessary as a governmental function. Section 2.01 of the Metro Charter provides that Metro has the power and authority to “establish, maintain and operate public hospitals, sanatoria, convalescent homes, clinics and other public institutions, homes and facilities for the care of the sick, of children, the aged and the destitute.” But Section 1.05 of the Charter provides that Metro may stop performing any governmental service that the Council, by ordinance, has determined to be obsolete and unnecessary.

First, this ordinance repeals the Council’s 2014 determination that the provision of long term care services by the Metropolitan Government is obsolete and unnecessary. Second, the ordinance would require the finance department, at the conclusion of the BLTC wind down, to take the necessary action to seek approval of the Tennessee Board for Licensing Health Care Facilities, for the conversion of the license for the 419 bed BLTC facility to inactive status. Converting to inactive status would preserve the ability to utilize the beds in the future, which obviously has some economic value. Upon approval of inactive status, the ordinance directs that all necessary licensure fees and any applicable nursing home assessment fees for the inactive BLTC facility be paid out of the budget BLTC management contract subsidy line item.

Metro submitted an application to the state on December 13 for a change of ownership and to place the 419 bed license for the BLTC facility into inactive status for a period of two years. According to the Department of Finance, the remaining funds in the BLTC management contract subsidy line item have now been encumbered.

Third, the ordinance directs the Director of Public Property Administration to procure and provide to the Council an appraisal of the following:

1. The value of the BLTC license to operate as a nursing home with 419 beds.
2. The value of the Knowles Home Assisted Living and Adult Day Services facility currently operated by Anthemcare Tennessee LLC, including the real property, physical building, and license to operate as an assisted living facility with 100 beds.
3. The value of the BLTC building and land.

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

Future amendments to this ordinance may be approved by a resolution receiving 21 affirmative votes.

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2020-586

Mr. President –

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

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

SPONSORED BY:

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Kyonzté Toombs  
Member of Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-593, **Version:** 1

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An ordinance amending Chapter 9.30 of the Metropolitan Code to restrict construction noise between the hours of 6:00 p.m. and 8:00 a.m. on weekdays and between the hours of 7:00 p.m. and 9:00 a.m. on weekends.

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

Section 1. That Section 9.30.010 of the Metropolitan Code is hereby amended by deleting the provisions of the section in their entirety and substituting with the following:

**9.30.010 - Construction sites-Restrictions.**

It is unlawful for any person engaged in the construction, repair or demolition of buildings, structures, land, driveways or appurtenances thereto located within or adjoining a residential zone district within the area of the metropolitan government, including transportation of materials to and from a construction site, between the hours of 6:00 p.m. and 8:00 a.m. on weekdays and 7:00 p.m. and 9:00 a.m. on weekends, to emit, cause to be emitted, or permit the emission of any noise in excess of 70 Db(A) from construction equipment as measured from a point as close as possible to the outside walls of any residential structure located on the property affected by the noise at a height of four feet above the immediate surrounding surface. For purposes of this section, "weekdays" includes Sunday evenings.

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

### Analysis

This ordinance amends Chapter 9.30 of the Metro Code to further restrict construction noise in residential areas. Currently, Section 9.30.010 of the Metro Code, which was amended on December 15, 2020, prohibits noise related to construction located within or adjoining a residential zone district between the hours 8:00pm and 6:00am during the months of June, July, and August and between 7:00pm and 7:00am during the rest of the year. This ordinance would limit construction noise between the hours of 6:00pm and 8:00am on weekdays and 7:00pm and 9:00am on weekends.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-594, **Version:** 1

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An ordinance lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour, allowing exceptions to that general reduction to be granted by the Metropolitan Traffic and Parking Commission, and amending Section 12.20.020 of the Metropolitan Code.

WHEREAS, Tennessee Code Annotated subsections 55-8-153(c)(2) and (d) allow the legislative bodies of municipalities and counties to prescribe lower speed limits within certain areas, zones, streets, or roads within their jurisdictions; and,

WHEREAS, Metropolitan Charter Section 11.904 authorizes the adoption of traffic regulations establishing speed zones upon Metropolitan streets and roads by the Metropolitan Traffic and Parking Commission; and,

WHEREAS, lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour has been proposed to increase safety for pedestrians, cyclists and motorists (the Neighborhood Speed Limit Reduction Project); and,

WHEREAS, at its meeting on November 18, 2019, the Metropolitan Traffic and Parking Commission passed a motion approving the Neighborhood Speed Limit Reduction Project; and,

WHEREAS, to the extent there is a need to make exceptions to the general speed limit reduction accomplished by the Neighborhood Speed Limit Reduction Project, and to allow the speed limit to remain at a speed other than 25 miles per hour in some locations, it is advisable for the Metropolitan Traffic and Parking Commission to be authorized to approve such exceptions; and,

WHEREAS, Section 12.20.020.A. of the Metropolitan Code currently provides for the speed limit in an area where there is not a duly authorized and posted speed limit sign to be 30 miles per hour; and,

WHEREAS, it is further advisable, in conjunction with the Neighborhood Speed Limit Reduction Project, to lower the speed limit specified in Section 12.20.020.A. to 25 miles per hour.

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

Section 1. Speed limits on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District are hereby generally lowered from 30 miles per hour to 25 miles per hour, except for those for which exceptions are made pursuant to the process described below, and the Metropolitan Traffic and Parking Commission and its staff are hereby authorized to post appropriate signage indicating the speed limit reduction.

Section 2. Authority is retained by the Metropolitan Traffic and Parking Commission to officially adopt the above-referenced general speed limit reduction as well as any exceptions to the speed limit reduction, to allow the speed limit to remain at a speed other than 25 miles per hour in some locations. Upon receipt of a request

for such an exception, the Commission shall hold a noticed public hearing on the request, and may grant an exception to the general speed limit reduction if the testimony at the public hearing supports it. Upon adoption of such an exception by the Commission, the Commission and its staff shall post or retain appropriate speed limit signage, accordingly.

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

A. Twenty-five miles per hour in any urban district;

Section 4. Amendments to this legislation shall be approved by resolution.

Section 5. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This ordinance reduces the speed limit on local streets on the Major and Collector Street Plan within the Urban Services District (USD) from 30 miles per hour to 25 miles per hour. Section 11.904 of the Metro Charter grants the power and authority to the Metro Traffic and Parking Commission, as part of the traffic regulations, to establish “speed zones” upon Metro streets and roads based upon the findings of the commission. T.C.A. § 55-8-153 authorizes local legislative bodies to prescribe lower speed limits within certain areas, zones, streets, or roads within their jurisdictions. The Neighborhood Speed Limit Reduction Project recommended lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour to increase safety for pedestrians, cyclists, and motorists. The Traffic and Parking Commission approved the Neighborhood Speed Limit Reduction Project in November 2019.

In addition to lowering the speed limit on local streets, this ordinance provides that the Traffic and Parking Commission will retain the authority to grant exceptions to the reduced speed limit for certain roads after holding a public hearing on the requested exception if the testimony at the public hearing supports it.

A link showing a list of the streets that would be subject to the 25 mph restriction has previously been provided to the Council and can be found [here <https://nashville.maps.arcgis.com/apps/View/index.html?appid=08710299815c48db8095024440d13c13>](https://nashville.maps.arcgis.com/apps/View/index.html?appid=08710299815c48db8095024440d13c13).

Future amendments to this ordinance could be approved by resolution.

The Traffic and Parking Commission approved this ordinance at their January 11 meeting.

*Fiscal Note: The estimated cost to Metro for the replacement of speed limit signs is \$85,000, broken down as follows: Parts and materials - \$60,000, labor and overtime - \$15,000, contingency - \$10,000.*

## ORDINANCE NO. BL2021-594

An ordinance lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour, allowing exceptions to that general reduction to be granted by the Metropolitan Traffic and Parking Commission, and amending Section 12.20.020 of the Metropolitan Code.

WHEREAS, Tennessee Code Annotated subsections 55-8-153(c)(2) and (d) allow the legislative bodies of municipalities and counties to prescribe lower speed limits within certain areas, zones, streets, or roads within their jurisdictions; and,

WHEREAS, Metropolitan Charter Section 11.904 authorizes the adoption of traffic regulations establishing speed zones upon Metropolitan streets and roads by the Metropolitan Traffic and Parking Commission; and,

WHEREAS, lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour has been proposed to increase safety for pedestrians, cyclists and motorists (the Neighborhood Speed Limit Reduction Project); and,

WHEREAS, at its meeting on November 18, 2019, the Metropolitan Traffic and Parking Commission passed a motion approving the Neighborhood Speed Limit Reduction Project; and,

WHEREAS, to the extent there is a need to make exceptions to the general speed limit reduction accomplished by the Neighborhood Speed Limit Reduction Project, and to allow the speed limit to remain at a speed other than 25 miles per hour in some locations, it is advisable for the Metropolitan Traffic and Parking Commission to be authorized to approve such exceptions; and,

WHEREAS, Section 12.20.020.A. of the Metropolitan Code currently provides for the speed limit in an area where there is not a duly authorized and posted speed limit sign to be 30 miles per hour; and,

WHEREAS, it is further advisable, in conjunction with the Neighborhood Speed Limit Reduction Project, to lower the speed limit specified in Section 12.20.020.A. to 25 miles per hour.

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

Section 1. Speed limits on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District are hereby generally lowered from 30 miles per hour to 25 miles per hour, except for those for which exceptions are made pursuant to the process

described below, and the Metropolitan Traffic and Parking Commission and its staff are hereby authorized to post appropriate signage indicating the speed limit reduction.

Section 2. Authority is retained by the Metropolitan Traffic and Parking Commission to officially adopt the above-referenced general speed limit reduction as well as any exceptions to the speed limit reduction, to allow the speed limit to remain at a speed other than 25 miles per hour in some locations. Upon receipt of a request for such an exception, the Commission shall hold a noticed public hearing on the request, and may grant an exception to the general speed limit reduction if the testimony at the public hearing supports it. Upon adoption of such an exception by the Commission, the Commission and its staff shall post or retain appropriate speed limit signage, accordingly.

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

A. Twenty-five miles per hour in any urban district;

Section 4. Amendments to this legislation shall be approved by resolution.

Section 5. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

Shanna Whitelaw

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Shanna Whitelaw, Interim Director  
Department of Public Works

Burke Miller

Robert Hatcher

Thomas J. Blanton

Council Member(s)

Angie E. Henderson

Lydia Stapp

Russ Bradford

Jay L. Stapp

APPROVED AS TO THE  
AVAILABILITY OF FUNDS:

DocuSigned by:

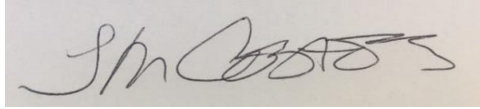
Kevin Crumbo

BBCC2399228E462...

Kevin Crumbo, Director  
Department of Finance



APPROVED AS TO FORM  
AND LEGALITY:

A handwritten signature in black ink, appearing to read "Jm Coates", is written on a light-colored rectangular background.

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Assistant Metropolitan Attorney

December 15, 2020

Mr. Kevin Crumbo  
Director of Finance  
Metro Nashville and Davidson County

RE: An ordinance lowering the speed limit on streets designated as local streets on the Major and Collector Street Plan within the Urban Services District from 30 miles per hour to 25 miles per hour, allowing exceptions to that general reduction to be granted by the Metropolitan Traffic and Parking Commission, and amending Section 12.20.020 of the Metropolitan Code.

Mr. Crumbo,

This ordinance will lower speed limits on all local streets in the Urban Services District from 30 miles per hour to 25 miles per hour. The project estimate is \$85,000.00 for the purchasing of 25 MPH speed limit signs and labor overtime to ensure work is completed in a timely manner. All work is scheduled to be completed by metro staff.

Sincerely,

A handwritten signature in black ink, appearing to read 'Derek Hagerty', with a long horizontal flourish extending to the right.

Derek Hagerty  
Metro Nashville Public Works  
615-862-8748  
derek.hagerty@nashville.gov



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-595, **Version:** 1

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An ordinance approving an agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee, by and through the Metropolitan Nashville Police Department ("MNPd"), and Vanderbilt University Medical Center ("VUMC") to provide medical support and work cooperatively with other on-scene first responders to assist in any situations encountered by MNPd that require medical support.

WHEREAS, the agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"), for MNPd, and VUMC, a Tennessee non-profit corporation, specifies the parties' benefits and obligations regarding medical support; and,

WHEREAS, approval of the agreement will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

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

Section 1. That the agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"), for MNPd, and VUMC, a Tennessee non-profit corporation, specifies the parties' benefits and obligations regarding medical support, attached hereto and incorporated herein, is hereby approved.

Section 2. 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.

### Analysis

This ordinance approves an agreement between the Metro Nashville Police Department (MNPd) and Vanderbilt University Medical Center (VUMC) to provide medical support and assistance during MNPd incidents. This agreement, called a Tactical Medical Services Agreement, is for VUMC Emergency Medicine Department to provide assistance to MNPd with emergency medical services, provide medical direction, and clinical training. The services to be provided include overseeing medical assistance to law enforcement personnel and citizens, both remotely and at an active scene.

VUMC will designate a physician to oversee the services provided under the agreement. The agreement specifically provides that VUMC's services are voluntary, and are subject to the availability of personnel and their willingness to respond. The agreement does not represent a contractual obligation for VUMC to respond to any particular incident regardless of the circumstances, and there specifically will be no liability for VUMC or any employee for not responding.

When VUMC comes to an active scene, MNPd will establish a "safe zone" perimeter for medical personnel. MNPd will move injured persons to the safe zone for treatment.

The term of the agreement is for one year, but may be extended for up to four additional one year periods. No compensation will be provided to VUMC as a result of the agreement.

ORDINANCE NO. BL2021-595

An ordinance approving an agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee, by and through the Metropolitan Nashville Police Department ("MNPD"), and Vanderbilt University Medical Center ("VUMC") to provide medical support and work cooperatively with other on-scene first responders to assist in any situations encountered by MNPD that require medical support.

WHEREAS, the agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"), for MNPD, and VUMC, a Tennessee non-profit corporation, specifies the parties' benefits and obligations regarding medical support; and,

WHEREAS, approval of the agreement will benefit the citizens of the Metropolitan Government of Nashville and Davidson County.

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



Section 1. That the agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"), for MNPD, and VUMC, a Tennessee non-profit corporation, specifies the parties' benefits and obligations regarding medical support, attached hereto and incorporated herein, is hereby approved.

Section 2. 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.

APPROVED AS TO AVAILABILITY  
OF FUNDS:

  
Kevin Crumbo, Director  
Department of Finance

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

  
Assistant Metropolitan Attorney

Member(s) of Council

## **TACTICAL MEDICINE SERVICES AGREEMENT**

**THIS TACTICAL MEDICINE SERVICES AGREEMENT** (the "Agreement"), is by and between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro Government"), for its Metropolitan Nashville Police Department ("MNPd") and Vanderbilt University Medical Center, a Tennessee non-profit corporation ("VUMC"). Each of MNPd and VUMC shall sometimes be referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS:**

WHEREAS, MNPd's Special Weapons and Tactics Team ("SWAT") are trained to intervene in dangerous situations which may involve physical threats to law enforcement, citizens and others;

WHEREAS, the MNPd may require trained medical personnel to be able to assist and provide medical treatment on the scene and during transportation to local medical facilities when indicated;

WHEREAS, VUMC, through its Emergency Medicine Department (the "Department") physicians and non-physicians trained in emergency medical support, can provide medical support and work cooperatively with other on-scene first responders to assist in any situations encountered by MNPd that require medical support;

WHEREAS, VUMC desires to assist MNPd and the community by providing, when available, trained personnel to assist with emergency medical services to MNPd, and to provide medical direction and clinical training to MNPd, each in accordance with the terms and conditions set forth in this Agreement (the "Services"), and MNPd is willing to allow and to accept such Services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **SECTION 1. TACTICAL MEDICINE SERVICES**

1.1 Medical Director. VUMC will provide a designated physician-employee from the Department (the "Medical Director"), to perform and oversee the duties set forth on Exhibit A, attached hereto and incorporated herein by this reference. In performing Services under this Agreement, the Medical Director will use his/her reasonable efforts and professional skills and judgment to perform the Services described herein in a prompt and responsible manner, consistent with appropriate standards of the medical profession and patient care.

1.2 Qualifications. VUMC represents that Medical Director is qualified to perform the Services in compliance with federal and state law requirements and community standards and has an unrestricted license to practice medicine in the State of Tennessee. Any physician providing Services under this Agreement shall likewise be qualified to perform the Services in compliance with federal and state law requirements and possess an unrestricted license to practice medicine in the State of Tennessee.

1.3 Compliance with Laws and Standards. The Medical Director will at all times materially comply with all applicable laws, rules, and regulations of any and all governmental authorities applicable to the Services.

1.4 Administrative Relationship. The Medical Director will coordinate with the designated representatives of MNPd with regard to the Services and collaborate with such representatives



as to the type of Services to be provided, the policies applicable to the execution of such Services, and other matters concerning how the Services can assist the operations of MNPd. The Medical Director will meet with the designated representatives of MNPd to discuss the Services not less than quarterly, or as reasonably requested.

## **SECTION 2. MNPd DUTIES**

2.1 Compliance. MNPd shall at all times comply with all laws, codes, ordinances, rules, regulations and requirements of all federal, state and local authorities now in force or which may hereafter be in force, as applicable to this Agreement.

2.2 Law Enforcement. Notwithstanding anything herein to the contrary, MNPd shall at all times exercise ultimate authority and control over, and shall at all times maintain responsibility for, its policies, equipment and personnel, and shall retain ultimate authority and responsibility regarding performance of the powers, duties, and responsibilities vested in it by applicable law and regulations.

## **SECTION 3. OPERATIONAL MATTERS**

MNPd and VUMC acknowledge and agree to the following with respect to this Agreement and the Services to be provided hereunder:

3.1 No Contractual Obligation to Provide Services. Participation by VUMC physicians and staff in the Services provided by VUMC hereunder is completely voluntary for such individuals, is limited solely to physicians in the VUMC Department of Emergency Medicine, and will be subject to the availability and individual willingness of such staff to respond to a request for Services at any given incident. Therefore, this Agreement does not represent a contractual obligation by VUMC to respond to any particular incident, regardless of the circumstances, and neither VUMC nor any VUMC employee shall have any liability to MNPd or any of its employees, agents or the public for failure to respond to any or all requests by MNPd for Services hereunder.

3.2 Exclusivity. Due to the risk of confusion and conflict resulting from multiple on-scene providers, MNPd will not contract with or arrange for services similar to the Services to be provided by any other healthcare providers not employed by Metro Government for so long as this Agreement is in effect.

3.3 Training and Education. As an education and training tool, VUMC may allow certain of its residents and fellows training in emergency medicine to participate in training exercises in which VUMC physicians participate with MNPd, but in no event will resident or fellow program physicians be allowed to provide Services in a real life scenario. During education and training exercises, VUMC physicians may be in close proximity to a qualified training facility, but will not be allowed to enter such facility during activities involving the use of live ammunition.

3.4 Safe Zone. Acknowledging that in any situation ammunition, shrapnel, or other projectiles may travel for an extended range, MNPd will establish a "safe zone" perimeter around the active scene for medical and other first responders that is outside the reasonably anticipated line of gunfire or other similar threat (but which may be in closer proximity to the scene than zones established for the press or the public) ("Safe Zone"). MNPd will be responsible for moving any injured person requiring VUMC assistance to the Safe Zone for treatment before VUMC Services can be rendered to the individual. VUMC physicians will not be requested or expected to provide Services outside of a Safe Zone, though in select situations VUMC physicians may, at the discretion of its physicians, enter cleared zones of an active scene to provide care to injured SWAT officers.

3.5 No Third Party Beneficiary; Treatment Discretion. There are no third party beneficiaries of VUMC's Services under this Agreement. VUMC may provide Services under this Agreement to MNPDP officers and in support of MNPDP operations as set forth herein. VUMC may, but is not required, however, to provide "Good Samaritan" clinical assistance to third parties (including, without limitation, criminal perpetrators, suspects, crime victims or public bystanders). To the extent VUMC physicians elect to provide clinical assistance to such third parties, VUMC may do so, and may elect to treat patients in an order based on the VUMC physician's discretion. VUMC shall have no liability to MNPDP or any of its officers or employees if a VUMC clinical provider elects to treat a third party (or no party) under this Agreement in advance of treating any injured MNPDP employee, regardless of the impact to the health of the MNPDP employee.

#### **SECTION 4. TERM AND TERMINATION**

4.1 Term and Renewal. This Agreement will be effective upon approval of the parties and the Metropolitan Council ("Effective Date"). The term of this Agreement shall commence as of the Effective Date and last for one year, unless sooner terminated as provided herein. Upon written agreement by the Parties, this Agreement may be renewed for additional one-year periods for up to 5 years (60 months) total. This Agreement may not be renewed except by written agreement signed by both Parties, and each Party may elect to renew, not renew, or propose changes to the Agreement terms, in their respective sole and absolute discretion. No later than ninety (90) days prior to the end of the Term, representatives of the Parties will meet to discuss the Services, the structure of the Agreement, any proposed changes, and whether to continue the program under this Agreement.

##### **4.2 Termination.**

4.2.1 MNPDP may terminate this Agreement upon written notice to VUMC if VUMC breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the subject breach.

4.2.2 VUMC may terminate this Agreement upon written notice to MNPDP if MNPDP breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the subject breach.

4.2.3 Either Party may terminate this Agreement without cause upon written notice to the other Party on at least sixty (60) days' prior written notice.

#### **SECTION 5. INSURANCE**

5.1 MNPDP Liability Insurance. MNPDP shall maintain in full force and effect during the Term of this Agreement, insurance covering claims for the acts or omissions of MNPDP personnel as prescribed by the Tennessee Government Tort Liability Act (see T.C.A. § 29-20-101). MNPDP may provide such coverage through a program of actuarially sound self-insurance.

5.2 Professional Liability Insurance of VUMC. VUMC shall procure and maintain in full force and effect during the Term of this Agreement professional liability insurance covering VUMC and the Medical Director providing Services hereunder in a minimum amount of \$1,000,000 per incident and \$3,000,000 annual aggregate. Such coverage shall act as primary insurance for such claims asserted



against VUMC and no coverage of the other Party shall be called upon to contribute to a loss. VUMC may provide such coverage through a program of actuarially sound self-insurance.

5.3 Worker's Compensation. Each Party shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance or a self-insurance program covering all of its employees.

5.4 Proof of Insurance. The Parties shall each furnish to each other copies of or certificates of insurance on all policies required under this Section 5 (or evidence of self-insurance) as evidence of the insurance coverage to be procured pursuant to this Agreement. At such times as either Party may reasonably request, the requested Party shall provide the requesting Party with certificates of insurance or such other proof of insurance reasonably satisfactory to establish that the insurance required pursuant to this Agreement continues to be maintained in effect. It is agreed that VUMC and MNPD may provide the insurance coverages above through a program of self-insurance. The insurance coverage required under this Agreement shall not be canceled, modified, reduced or otherwise materially changed, except upon thirty (30) days prior written notice to the other Party.

5.5 Indemnification. VUMC shall indemnify and hold harmless the Metropolitan Government, its officers, agents, and employees, from any claims, damages, costs, and attorney's fees for injuries and damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of VUMC, its officers, employees, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of this Agreement.

## **SECTION 6. RECORDS AND CONFIDENTIALITY**

6.1 General. The Parties shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of all individually identifiable personal health information ("PHI"), including, but not limited to, medical records. The Parties shall hold all individually identifiable health information in the strictest confidence in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and enforcement of the Health Information Technology for Economic and Clinical Health ("HITECH"). In connection with any services under this Agreement involving access to PHI by VUMC, the parties agree that VUMC is acting as a Covered Entity as defined by HIPAA.

6.2 Records. The Parties shall maintain appropriate, accurate and complete medical records and business records related to the provision of Services hereunder and to file them in a manner consistent with policies and legal requirements. All medical records of treatment provided by VUMC personnel shall be the property of VUMC. Information and records of treatment provided by VUMC personnel shall only be released, including to Metro Government and MNPD, in compliance with HIPAA, HITECH, other applicable laws, regulations and ethical principles, and applicable VUMC policies.

6.3 Public Disclosure. Except as may be required by law, ordinance or regulation, neither Party to this Agreement will make any public announcement of the fact that this Agreement is under negotiation, has been signed, or that VUMC is providing the Services contemplated hereby, without the prior written consent of the other Party, which consent may be granted or withheld in the sole and absolute discretion of such other Party.

## **SECTION 7. GENERAL PROVISIONS**

7.1 Entire Agreement; Amendment. This Agreement, together with any attachments or exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained

herein and merges and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties that relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by the Parties, unless otherwise provided herein.

7.2 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

7.3 Subject Headings; Construction. The subject headings of the Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.

7.4 Binding Agreement; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Neither Party may assign this Agreement or any rights hereunder, or delegate any of its duties to be performed hereunder without the prior written consent of the other Party.

7.5 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures to this Agreement may be exchanged via facsimile or other electronic means and shall be binding on the parties equally with an original "wet" signature.

7.6 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the enactment of any applicable statute or ordinance or by any regulation duly promulgated or is made or declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.7 Notices. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To MNPd:	Metro Nashville Police Department 600 Murfreesboro Pike Nashville, TN 37210 Attn: Mike Hagar
To VUMC:	EMS Centers of Excellence 2146 Belcourt Avenue, Suite 132 Nashville, TN 37212 Attn: Jared McKinney, M.D.
With copies to:	Vanderbilt University Medical Center Office of Legal Affairs 2525 West End Avenue, Suite 700 Nashville, Tennessee 37203



Either Party may change its address indicated above by giving the other Party written notice of the new address in the manner set forth above.

7.8 Governing Law. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee without regarding of conflicts of law provisions. Each Party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connections with this Agreement or the relationships among the Parties hereto.

7.9 Media. Except as may be required by law, ordinance or regulation, each Party agrees that it will not use the other's name in any advertising, promotional material, press release, publication, public announcement, or through other public media, written or oral, without prior written consent of the other Party.

7.10 Notification of Claims. Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other Party. Further, the notified Party shall have the right to investigate said incident or occurrences and the notifying Party will cooperate fully in this investigation.

7.11 Discrimination. In compliance with federal law, including the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each Party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, employment, programs or activities.

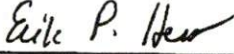
7.12 Independent Contractor. Each Party shall be considered to be an independent Party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other Party. Therefore, neither Party nor any of its employees, agents, or subcontractors, shall be entitled to compensation, workers' compensation, or employee benefits of the other Party by virtue of this Agreement. Furthermore, neither Party shall be deemed an agent nor employee of the other and neither shall have actual, apparent, or implied authority to bind the other to any obligation whatsoever.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**Vanderbilt University Medical Center**

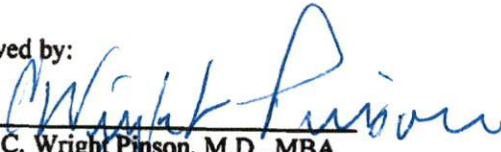
Recommended by:



Name: Erik P. Hess, M.D.,

Title: Chair, VUMC Department of Emergency Medicine

Approved by:

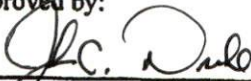


Name: C. Wright Pinson, M.D., MBA

Title: Deputy Chief Executive Officer

**Metropolitan Government of Nashville and Davidson County**

Approved by:

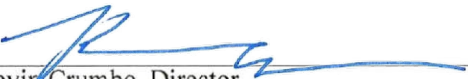


Name: Chief John Drake

Title: Chief of Police, ~~Interim~~

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*Balogun Cobb*  
\_\_\_\_\_  
Director of Insurance  
Metropolitan Government

12/8/2020  
\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

*Phylinda Ramsey*  
\_\_\_\_\_  
Assistant Metropolitan Attorney

12/8/2020  
\_\_\_\_\_  
Date

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

## **EXHIBIT A**

### **SERVICES**

VUMC may provide the following Services:

1. Training: Provide training to VUMC and MNPd personnel involved in responding to a tactical police deployment;
2. Planning: Prepare medical tactical pre-plan to aid in mission planning wherever requested or deemed necessary by the threat condition or circumstances presented;
3. Medical Care: Oversee medical assistance to law enforcement personnel and civilians, both remotely and on-site as circumstances warrant and when a VUMC physician is available and willing to provide such oversight. The VUMC physician shall be available to provide on-scene medical care. Persons requiring transport to medical facility will be transported to the medical facility of the person's choosing or to the appropriate facility available to treat the person's medical condition. In providing medical services, VUMC physicians will exercise independent medical judgment in determining the medical care that is appropriate for the circumstances presented, including the triage of injured persons.

MNPd and VUMC shall jointly develop written protocols as necessary for appropriate medical treatment, situation response and oversight and any other areas identified by the Parties.

## VUMC80242 E-APPROVALS PAGE

Read and Acknowledged by:

Clisby Hall - Final Draft Approval -- Approved - 2020-09-24 08:27 AM

Doug Mefford - Final Draft Approval -- Approved - 2020-09-23 08:14 AM

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This page created on: 2020-09-28 01:37 PM by: Turner Hutchison



## **TACTICAL MEDICINE SERVICES AGREEMENT**

**THIS TACTICAL MEDICINE SERVICES AGREEMENT** (the "Agreement"), is by and between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro Government"), for its Metropolitan Nashville Police Department ("MNPd") and Vanderbilt University Medical Center, a Tennessee non-profit corporation ("VUMC"). Each of MNPd and VUMC shall sometimes be referred to herein as a "Party" and collectively as the "Parties."

### **RECITALS:**

WHEREAS, MNPd's Special Weapons and Tactics Team ("SWAT") are trained to intervene in dangerous situations which may involve physical threats to law enforcement, citizens and others;

WHEREAS, the MNPd may require trained medical personnel to be able to assist and provide medical treatment on the scene and during transportation to local medical facilities when indicated;

WHEREAS, VUMC, through its Emergency Medicine Department (the "Department") physicians and non-physicians trained in emergency medical support, can provide medical support and work cooperatively with other on-scene first responders to assist in any situations encountered by MNPd that require medical support;

WHEREAS, VUMC desires to assist MNPd and the community by providing, when available, trained personnel to assist with emergency medical services to MNPd, and to provide medical direction and clinical training to MNPd, each in accordance with the terms and conditions set forth in this Agreement (the "Services"), and MNPd is willing to allow and to accept such Services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

### **SECTION 1. TACTICAL MEDICINE SERVICES**

1.1 Medical Director. VUMC will provide a designated physician-employee from the Department (the "Medical Director"), to perform and oversee the duties set forth on Exhibit A, attached hereto and incorporated herein by this reference. In performing Services under this Agreement, the Medical Director will use his/her reasonable efforts and professional skills and judgment to perform the Services described herein in a prompt and responsible manner, consistent with appropriate standards of the medical profession and patient care.

1.2 Qualifications. VUMC represents that Medical Director is qualified to perform the Services in compliance with federal and state law requirements and community standards and has an unrestricted license to practice medicine in the State of Tennessee. Any physician providing Services under this Agreement shall likewise be qualified to perform the Services in compliance with federal and state law requirements and possess an unrestricted license to practice medicine in the State of Tennessee.

1.3 Compliance with Laws and Standards. The Medical Director will at all times materially comply with all applicable laws, rules, and regulations of any and all governmental authorities applicable to the Services.

1.4 Administrative Relationship. The Medical Director will coordinate with the designated representatives of MNPd with regard to the Services and collaborate with such representatives



as to the type of Services to be provided, the policies applicable to the execution of such Services, and other matters concerning how the Services can assist the operations of MNPd. The Medical Director will meet with the designated representatives of MNPd to discuss the Services not less than quarterly, or as reasonably requested.

## **SECTION 2. MNPd DUTIES**

2.1 Compliance. MNPd shall at all times comply with all laws, codes, ordinances, rules, regulations and requirements of all federal, state and local authorities now in force or which may hereafter be in force, as applicable to this Agreement.

2.2 Law Enforcement. Notwithstanding anything herein to the contrary, MNPd shall at all times exercise ultimate authority and control over, and shall at all times maintain responsibility for, its policies, equipment and personnel, and shall retain ultimate authority and responsibility regarding performance of the powers, duties, and responsibilities vested in it by applicable law and regulations.

## **SECTION 3. OPERATIONAL MATTERS**

MNPd and VUMC acknowledge and agree to the following with respect to this Agreement and the Services to be provided hereunder:

3.1 No Contractual Obligation to Provide Services. Participation by VUMC physicians and staff in the Services provided by VUMC hereunder is completely voluntary for such individuals, is limited solely to physicians in the VUMC Department of Emergency Medicine, and will be subject to the availability and individual willingness of such staff to respond to a request for Services at any given incident. Therefore, this Agreement does not represent a contractual obligation by VUMC to respond to any particular incident, regardless of the circumstances, and neither VUMC nor any VUMC employee shall have any liability to MNPd or any of its employees, agents or the public for failure to respond to any or all requests by MNPd for Services hereunder.

3.2 Exclusivity. Due to the risk of confusion and conflict resulting from multiple on-scene providers, MNPd will not contract with or arrange for services similar to the Services to be provided by any other healthcare providers not employed by Metro Government for so long as this Agreement is in effect.

3.3 Training and Education. As an education and training tool, VUMC may allow certain of its residents and fellows training in emergency medicine to participate in training exercises in which VUMC physicians participate with MNPd, but in no event will resident or fellow program physicians be allowed to provide Services in a real life scenario. During education and training exercises, VUMC physicians may be in close proximity to a qualified training facility, but will not be allowed to enter such facility during activities involving the use of live ammunition.

3.4 Safe Zone. Acknowledging that in any situation ammunition, shrapnel, or other projectiles may travel for an extended range, MNPd will establish a "safe zone" perimeter around the active scene for medical and other first responders that is outside the reasonably anticipated line of gunfire or other similar threat (but which may be in closer proximity to the scene than zones established for the press or the public) ("Safe Zone"). MNPd will be responsible for moving any injured person requiring VUMC assistance to the Safe Zone for treatment before VUMC Services can be rendered to the individual. VUMC physicians will not be requested or expected to provide Services outside of a Safe Zone, though in select situations VUMC physicians may, at the discretion of its physicians, enter cleared zones of an active scene to provide care to injured SWAT officers.

3.5 No Third Party Beneficiary; Treatment Discretion. There are no third party beneficiaries of VUMC's Services under this Agreement. VUMC may provide Services under this Agreement to MNPDP officers and in support of MNPDP operations as set forth herein. VUMC may, but is not required, however, to provide "Good Samaritan" clinical assistance to third parties (including, without limitation, criminal perpetrators, suspects, crime victims or public bystanders). To the extent VUMC physicians elect to provide clinical assistance to such third parties, VUMC may do so, and may elect to treat patients in an order based on the VUMC physician's discretion. VUMC shall have no liability to MNPDP or any of its officers or employees if a VUMC clinical provider elects to treat a third party (or no party) under this Agreement in advance of treating any injured MNPDP employee, regardless of the impact to the health of the MNPDP employee.

#### **SECTION 4. TERM AND TERMINATION**

4.1 Term and Renewal. This Agreement will be effective upon approval of the parties and the Metropolitan Council ("Effective Date"). The term of this Agreement shall commence as of the Effective Date and last for one year, unless sooner terminated as provided herein. Upon written agreement by the Parties, this Agreement may be renewed for additional one-year periods for up to 5 years (60 months) total. This Agreement may not be renewed except by written agreement signed by both Parties, and each Party may elect to renew, not renew, or propose changes to the Agreement terms, in their respective sole and absolute discretion. No later than ninety (90) days prior to the end of the Term, representatives of the Parties will meet to discuss the Services, the structure of the Agreement, any proposed changes, and whether to continue the program under this Agreement.

##### **4.2 Termination.**

4.2.1 MNPDP may terminate this Agreement upon written notice to VUMC if VUMC breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the subject breach.

4.2.2 VUMC may terminate this Agreement upon written notice to MNPDP if MNPDP breaches any term or provision of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the subject breach.

4.2.3 Either Party may terminate this Agreement without cause upon written notice to the other Party on at least sixty (60) days' prior written notice.

#### **SECTION 5. INSURANCE**

5.1 MNPDP Liability Insurance. MNPDP shall maintain in full force and effect during the Term of this Agreement, insurance covering claims for the acts or omissions of MNPDP personnel as prescribed by the Tennessee Government Tort Liability Act (see T.C.A. § 29-20-101). MNPDP may provide such coverage through a program of actuarially sound self-insurance.

5.2 Professional Liability Insurance of VUMC. VUMC shall procure and maintain in full force and effect during the Term of this Agreement professional liability insurance covering VUMC and the Medical Director providing Services hereunder in a minimum amount of \$1,000,000 per incident and \$3,000,000 annual aggregate. Such coverage shall act as primary insurance for such claims asserted



against VUMC and no coverage of the other Party shall be called upon to contribute to a loss. VUMC may provide such coverage through a program of actuarially sound self-insurance.

5.3 Worker's Compensation. Each Party shall procure and maintain during the term of this Agreement, workers' compensation and employer liability insurance or a self-insurance program covering all of its employees.

5.4 Proof of Insurance. The Parties shall each furnish to each other copies of or certificates of insurance on all policies required under this Section 5 (or evidence of self-insurance) as evidence of the insurance coverage to be procured pursuant to this Agreement. At such times as either Party may reasonably request, the requested Party shall provide the requesting Party with certificates of insurance or such other proof of insurance reasonably satisfactory to establish that the insurance required pursuant to this Agreement continues to be maintained in effect. It is agreed that VUMC and MNPD may provide the insurance coverages above through a program of self-insurance. The insurance coverage required under this Agreement shall not be canceled, modified, reduced or otherwise materially changed, except upon thirty (30) days prior written notice to the other Party.

5.5 Indemnification. VUMC shall indemnify and hold harmless the Metropolitan Government, its officers, agents, and employees, from any claims, damages, costs, and attorney's fees for injuries and damages arising, in part or in whole, from the grossly negligent or intentional acts or omissions of VUMC, its officers, employees, and/or agents, including its sub or independent contractors (other than Metro), in connection with the performance of this Agreement.

## **SECTION 6. RECORDS AND CONFIDENTIALITY**

6.1 General. The Parties shall comply with all applicable laws, regulations and ethical principles concerning confidentiality of all individually identifiable personal health information ("PHI"), including, but not limited to, medical records. The Parties shall hold all individually identifiable health information in the strictest confidence in accordance with applicable law, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, and enforcement of the Health Information Technology for Economic and Clinical Health ("HITECH"). In connection with any services under this Agreement involving access to PHI by VUMC, the parties agree that VUMC is acting as a Covered Entity as defined by HIPAA.

6.2 Records. The Parties shall maintain appropriate, accurate and complete medical records and business records related to the provision of Services hereunder and to file them in a manner consistent with policies and legal requirements. All medical records of treatment provided by VUMC personnel shall be the property of VUMC. Information and records of treatment provided by VUMC personnel shall only be released, including to Metro Government and MNPD, in compliance with HIPAA, HITECH, other applicable laws, regulations and ethical principles, and applicable VUMC policies.

6.3 Public Disclosure. Except as may be required by law, ordinance or regulation, neither Party to this Agreement will make any public announcement of the fact that this Agreement is under negotiation, has been signed, or that VUMC is providing the Services contemplated hereby, without the prior written consent of the other Party, which consent may be granted or withheld in the sole and absolute discretion of such other Party.

## **SECTION 7. GENERAL PROVISIONS**

7.1 Entire Agreement; Amendment. This Agreement, together with any attachments or exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter contained

herein and merges and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties that relate to the subject matter of this Agreement. No supplement, amendment or modification of this Agreement shall be binding unless executed in writing by the Parties, unless otherwise provided herein.

7.2 No Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

7.3 Subject Headings; Construction. The subject headings of the Sections of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the Parties and shall not be construed against either Party by reason of such Party's being the drafter hereof.

7.4 Binding Agreement; Assignment. This Agreement shall be binding upon, and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns. Neither Party may assign this Agreement or any rights hereunder, or delegate any of its duties to be performed hereunder without the prior written consent of the other Party.

7.5 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures to this Agreement may be exchanged via facsimile or other electronic means and shall be binding on the parties equally with an original "wet" signature.

7.6 Severability. If any provision of this Agreement is rendered invalid or unenforceable by the enactment of any applicable statute or ordinance or by any regulation duly promulgated or is made or declared unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

7.7 Notices. All notices, requests, demands or other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the Party to whom notice is to be given, or on the third day after mailing if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To MNPd:	Metro Nashville Police Department 600 Murfreesboro Pike Nashville, TN 37210 Attn: Mike Hagar
To VUMC:	EMS Centers of Excellence 2146 Belcourt Avenue, Suite 132 Nashville, TN 37212 Attn: Jared McKinney, M.D.
With copies to:	Vanderbilt University Medical Center Office of Legal Affairs 2525 West End Avenue, Suite 700 Nashville, Tennessee 37203



Either Party may change its address indicated above by giving the other Party written notice of the new address in the manner set forth above.

7.8 Governing Law. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee without regarding of conflicts of law provisions. Each Party hereby consents to the jurisdiction of all state and federal courts sitting in Davidson County, Tennessee, agrees that venue for any such action shall lie exclusively in such courts, and agrees that such courts shall be the exclusive forum for any legal actions brought in connections with this Agreement or the relationships among the Parties hereto.

7.9 Media. Except as may be required by law, ordinance or regulation, each Party agrees that it will not use the other's name in any advertising, promotional material, press release, publication, public announcement, or through other public media, written or oral, without prior written consent of the other Party.

7.10 Notification of Claims. Each Party agrees to notify the other Party as soon as possible in writing of any incident, occurrence, or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other Party. Further, the notified Party shall have the right to investigate said incident or occurrences and the notifying Party will cooperate fully in this investigation.

7.11 Discrimination. In compliance with federal law, including the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, the Age Discrimination in Employment Act of 1967 and the Americans with Disabilities Act of 1990, each Party hereto will not discriminate on the basis of race, sex, religion, color, national or ethnic origin, age, disability, or military service in its administration of its policies, employment, programs or activities.

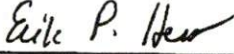
7.12 Independent Contractor. Each Party shall be considered to be an independent Party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, or subcontractors, shall be deemed to be employees or agents of the other Party. Therefore, neither Party nor any of its employees, agents, or subcontractors, shall be entitled to compensation, workers' compensation, or employee benefits of the other Party by virtue of this Agreement. Furthermore, neither Party shall be deemed an agent nor employee of the other and neither shall have actual, apparent, or implied authority to bind the other to any obligation whatsoever.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement to be effective as of the Effective Date.

**Vanderbilt University Medical Center**

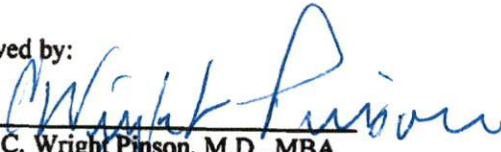
Recommended by:



Name: Erik P. Hess, M.D.,

Title: Chair, VUMC Department of Emergency Medicine

Approved by:

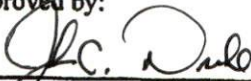


Name: C. Wright Pinson, M.D., MBA

Title: Deputy Chief Executive Officer

**Metropolitan Government of Nashville and Davidson County**

Approved by:

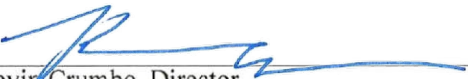


Name: Chief John Drake

Title: Chief of Police, ~~Interim~~

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
SIGNATURE PAGE

APPROVED AS TO AVAILABILITY OF FUNDS:

  
\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

\_\_\_\_\_  
Date

APPROVED AS TO INSURANCE  
REQUIREMENTS:

*Balogun Cobb*  
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Director of Insurance  
Metropolitan Government

12/8/2020  
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Date

APPROVED AS TO FORM AND LEGALITY:

*Phylinda Ramsey*  
\_\_\_\_\_  
Assistant Metropolitan Attorney

12/8/2020  
\_\_\_\_\_  
Date

FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date

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## VUMC80242 E-APPROVALS PAGE

Read and Acknowledged by:

Clisby Hall - Final Draft Approval -- Approved - 2020-09-24 08:27 AM

Doug Mefford - Final Draft Approval -- Approved - 2020-09-23 08:14 AM

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This page created on: 2020-09-28 01:37 PM by: Turner Hutchison



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-596, **Version:** 1

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An ordinance readopting the Code of The Metropolitan Government of Nashville and Davidson County, Tennessee, prepared by Municipal Code Corporation including supplemental and replacement pages thereof, containing certain ordinances of a general and permanent nature enacted on or before September 15, 2020.

WHEREAS, the Metropolitan Government, by Ordinance No. BL2006-1287, approved the re-codified Code of The Metropolitan Government of Nashville and Davidson County as prepared by Municipal Code Corporation; and

WHEREAS, Municipal Code Corporation has completed certain supplemental and replacement pages for the Code of the Metropolitan Government identified and dated Met. Nashville Davidson Co., Supp. No. 34 (12/20);

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

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

Section 2. At least two copies of the Code hereby re-adopted containing the supplemental and replacement pages properly inserted therein shall be kept on file in the Office of the Metropolitan Clerk and be kept there available for public inspection and use. In addition, at least two complete sets of the supplemental and replacement pages described in Section 1 hereof shall be stapled or permanently fastened together and kept on file in the Office of the Metropolitan Clerk and be kept there available for public inspection and use.

Section 3. Wherever in the Code re-adopted by this ordinance, or in any other ordinance or resolution of the Metropolitan Government or in any rule, regulation or order promulgated by any officer or agency of the Metropolitan Government under authority duly vested in him or if any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall be punished by a penalty not to exceed Fifty Dollars (\$50.00).

Except where otherwise provided, every day any violation of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall continue shall constitute a separate offense.

Section 4. It is hereby declared to be the intention of the Metropolitan Council that the sections, paragraphs, sentence clauses, phrases and words of this ordinance and the Code hereby adopted are severable, and if any section, paragraph, sentence, clause, phrase or word of this ordinance or of such Code shall be declared

unconstitutional or otherwise invalid by any valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance or of such Code, since the same would have been enacted by the Metropolitan County Council without the incorporation in the Code of any such unconstitutional or invalid section, paragraph, sentence, clause, phrase or word.

Section 5. The supplement and replacement pages to the Code of the Metropolitan Government described in Section 1 and approved herein shall be distributed upon request to the various departments of the Metropolitan Government free of charge. Any other persons or organization desiring a copy thereof may obtain the same from Municipal Code Corporation in accordance with the contract between codifier and the Metropolitan Government. The Metropolitan Clerk shall notify all Davidson County Judges of the Metropolitan General Sessions, Circuit, Chancery and Criminal Courts that the supplemental and replacement pages to the Code of the Metropolitan Government which are described in Section 1 hereof are available.

Section 6. That this readoption of the Code of The Metropolitan Government of Nashville and Davidson County shall be cited in Sections 1.01.010 through 1.01.050, inclusive, of said Code.

Section 7. The ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

#### Analysis

This ordinance readopts the Metro Code to include ordinances enacted on or before September 15, 2020. The Council Office would note that Section 1 of the bill needs to be amended to match the date in caption.

An ordinance readopting the Code of The Metropolitan Government of Nashville and Davidson County, Tennessee, prepared by Municipal Code Corporation including supplemental and replacement pages thereof, containing certain ordinances of a general and permanent nature enacted on or before September 15, 2020.

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Section 3. Wherever in the Code re-adopted by this ordinance, or in any other ordinance or resolution of the Metropolitan Government or in any rule, regulation or order promulgated by any officer or agency of the Metropolitan Government under authority duly vested in him or if any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, where no specific penalty is provided therefor, the violation of any such provision of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall be punished by a penalty not to exceed Fifty Dollars (\$50.00).

Except where otherwise provided, every day any violation of such Code or any other ordinance or resolution of the Metropolitan Government or such rule, regulation or order shall continue shall constitute a separate offense.

Section 4. It is hereby declared to be the intention of the Metropolitan Council that the sections, paragraphs, sentence clauses, phrases and words of this ordinance and the Code hereby adopted are severable, and if any section, paragraph, sentence, clause, phrase or word of this

ordinance or of such Code shall be declared unconstitutional or otherwise invalid by any valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance or of such Code, since the same would have been enacted by the Metropolitan County Council without the incorporation in the Code of any such unconstitutional or invalid section, paragraph, sentence, clause, phrase or word.

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Section 7. The ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
Assistant Metropolitan Attorney

INTRODUCED BY:

  
\_\_\_\_\_  
Member of Metropolitan Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-597, **Version:** 1

---

An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North. (Proposal No. 2021M-001AG-001)

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

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

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

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

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

WHEREAS, Metro will reimburse Monroe for public infrastructure completed in Phase 1A, such reimbursement not to exceed \$13,802,00.00; and,

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

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

Section 1. That the participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North, attached hereto and incorporated herein, is hereby approved and the Metropolitan Mayor is authorized to execute the same.

Section 2. That all costs related to the public infrastructure for the Project shall be paid from the FY19 Metro Capital Spending Plan, under Fund 40119 BU 42409119.

Section 3. Amendments to this ordinance shall be approved by resolution.

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

### Analysis

This ordinance approves a participation agreement between Metro, acting by and through the Department of

Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of the River North development north of Jefferson Street and east of the Cumberland River. The fiscal year 2019 Capital Spending Plan approved by Resolution No. RS2018-1454 in October 2018 included \$20,000,000 for an East Bank / Cowan - Infrastructure project. This participation agreement would use approximately \$13,800,000 of this previously authorized funding for Phase 1A of the public infrastructure work necessary for the proposed River North development. The Council authorized the acceptance of easements for public rights-of-way associated with the River North development in July 2019 through the adoption of Resolution No. RS2019-1805.

Under the terms of the agreement, Monroe Infrastructure ("Monroe") will construct the public infrastructure in the first phase of the River North development, which will consist of roadway and intersection improvements and public utilities. Once completed the work will create a new road network with a cost of approximately \$20,902,000. Monroe will be responsible for the demolition of existing structures, construction, installation, and completion of Phase 1A. A description of the infrastructure work to be completed is attached to the agreement as [Exhibit B <https://nashville.legistar.com/View.ashx?M=F&ID=9032298&GUID=4D4312BB-654F-44DD-856B-9012AAC5BB32>](https://nashville.legistar.com/View.ashx?M=F&ID=9032298&GUID=4D4312BB-654F-44DD-856B-9012AAC5BB32).

Metro agrees to reimburse Monroe for public infrastructure completed in Phase 1A not to exceed \$13,802,000. Such reimbursement will be paid from the FY19 capital spending plan, under Fund 40119, Business Unit 42409119. Monroe will submit reimbursement requests to Metro quarterly. If the total cost of the project exceeds \$20,902,000, Monroe will be solely responsible for paying the overage. Metro's financial liability under the agreement is capped at \$13,802,000, which is 66% of the estimated construction costs. Monroe will convey the infrastructure to Metro once it is completed.

The Phase 1A work will start within 90 days of Council approval of the agreement, and the work is to be completed within two years. The agreement includes a clawback provision similar to the language added by amendment to the Nashville Yards participation agreement in the previous Council term. If the Phase 1A work is not completed, Monroe will be required to return all payments to Metro.

The recitals in the agreement note that Monroe will be providing 5.5 acres of property for the streets and four acres for a Riverfront greenway.

Metro and Monroe also agree to pursue the establishment of a central business improvement district (CBID) for the first 40 acres of the project area known as "the Landings." CBIDs are permitted pursuant to T.C.A. §7-84-501 *et seq.*, and allow the imposition of an additional assessment on all property located within the area to provide enhanced services. Under state law, a majority of all real property owners must petition the government to create a CBID, representing 2/3 of the assessed value within the area seeking designation. The Council has previously approved the creation of three CBIDs - one in downtown, a second in the Gulch area, and a third in the Cane Ridge Road area.

Amendments to this ordinance may be approved by resolution.

ORDINANCE NO. BL2021-597

An ordinance approving a participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North. (Proposal No. 2021M-001AG-001)

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

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

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

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

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

WHEREAS, Metro will reimburse Monroe for public infrastructure completed in Phase 1A, such reimbursement not to exceed \$13,802,00.00; and,

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

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

Section 1. That the participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North, attached hereto and incorporated herein, is hereby approved and the Metropolitan Mayor is authorized to execute the same.

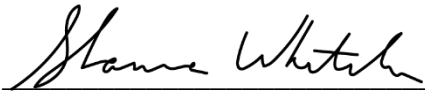
Section 2. That all costs related to the public infrastructure for the Project shall be paid from the FY19 Metro Capital Spending Plan, under Fund 40119 BU 42409119.

Section 3. Amendments to this ordinance shall be approved by resolution.

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



RECOMMENDED BY:



Shanna Whitelaw, Interim Director  
Department of Public Works



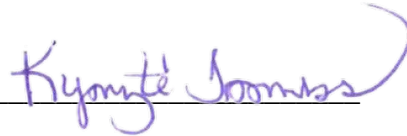
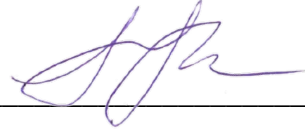
Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND LEGALITY:



Assistant Metropolitan Attorney

INTRODUCED BY:

  
Members of Council

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, MONROE AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

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

II. TERMS AND CONDITIONS

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

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

### III. PAYMENT

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

ii. Metro is unable to secure substantial completion of Phase 1A through the payment and performance bonds such that Metro is not required to incur any additional expenses to secure substantial completion of Phase 1A.

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

#### IV. ESTABLISHMENT OF A CENTRAL BUSINESS IMPROVEMENT DISTRICT

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

#### V. MISCELLANEOUS:

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

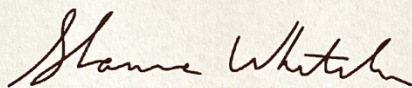
*[Signature Page Attached Hereto]*

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

**METRO:**

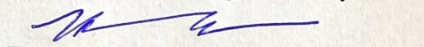
**THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY:**

\_\_\_\_\_  
Mayor

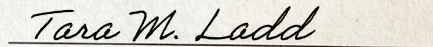


Interim Director  
Metropolitan Department of Public Works

Approved as to Funding Availability:

  
\_\_\_\_\_  
Director  
Metropolitan Department of Finance

Approved as to Form and Legality:

  
\_\_\_\_\_  
Metropolitan Department of Law

**MONROE INFRASTRUCTURE:**

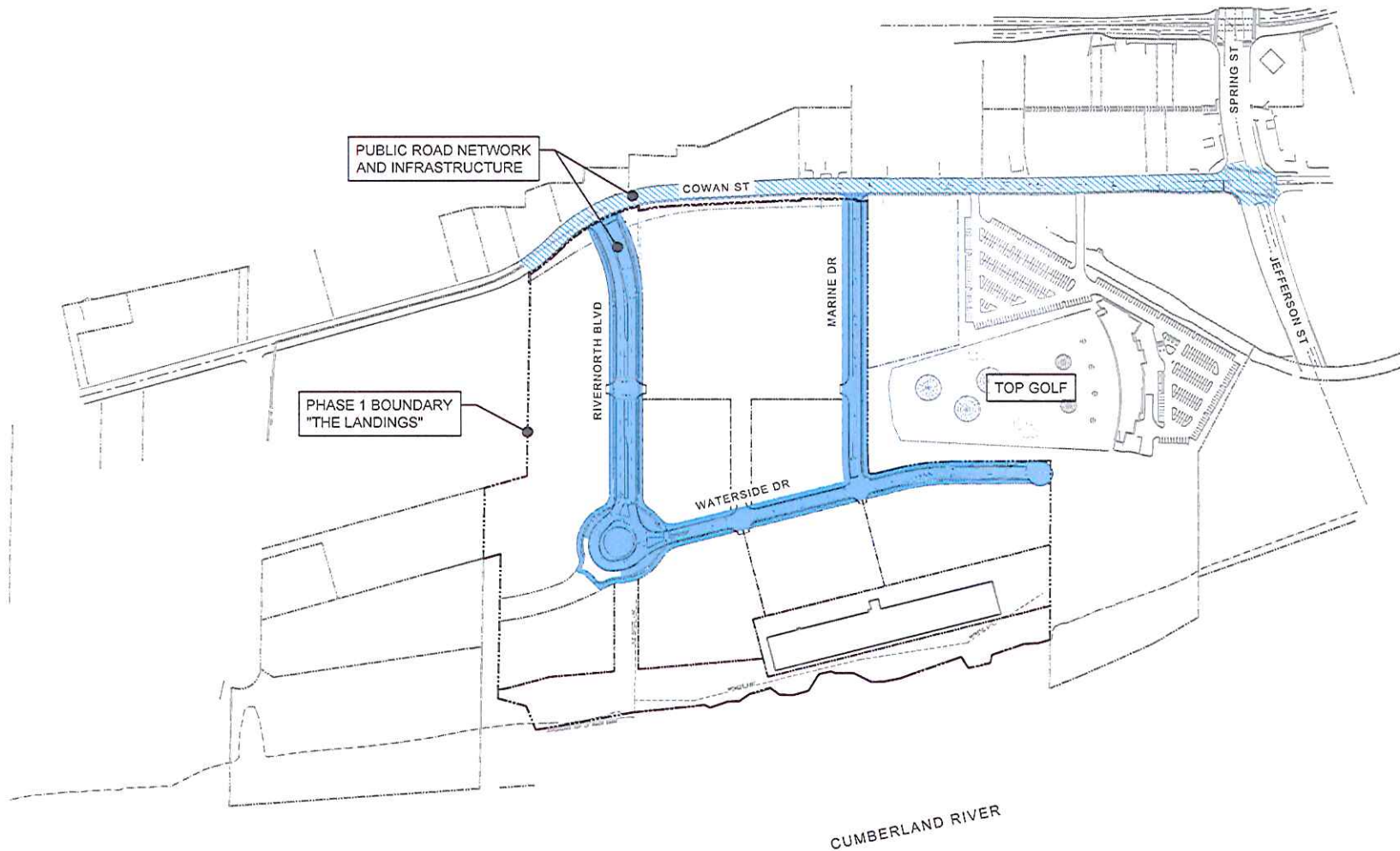
**MONROE INFRASTRUCTURE, LLC**  
an Illinois limited liability company

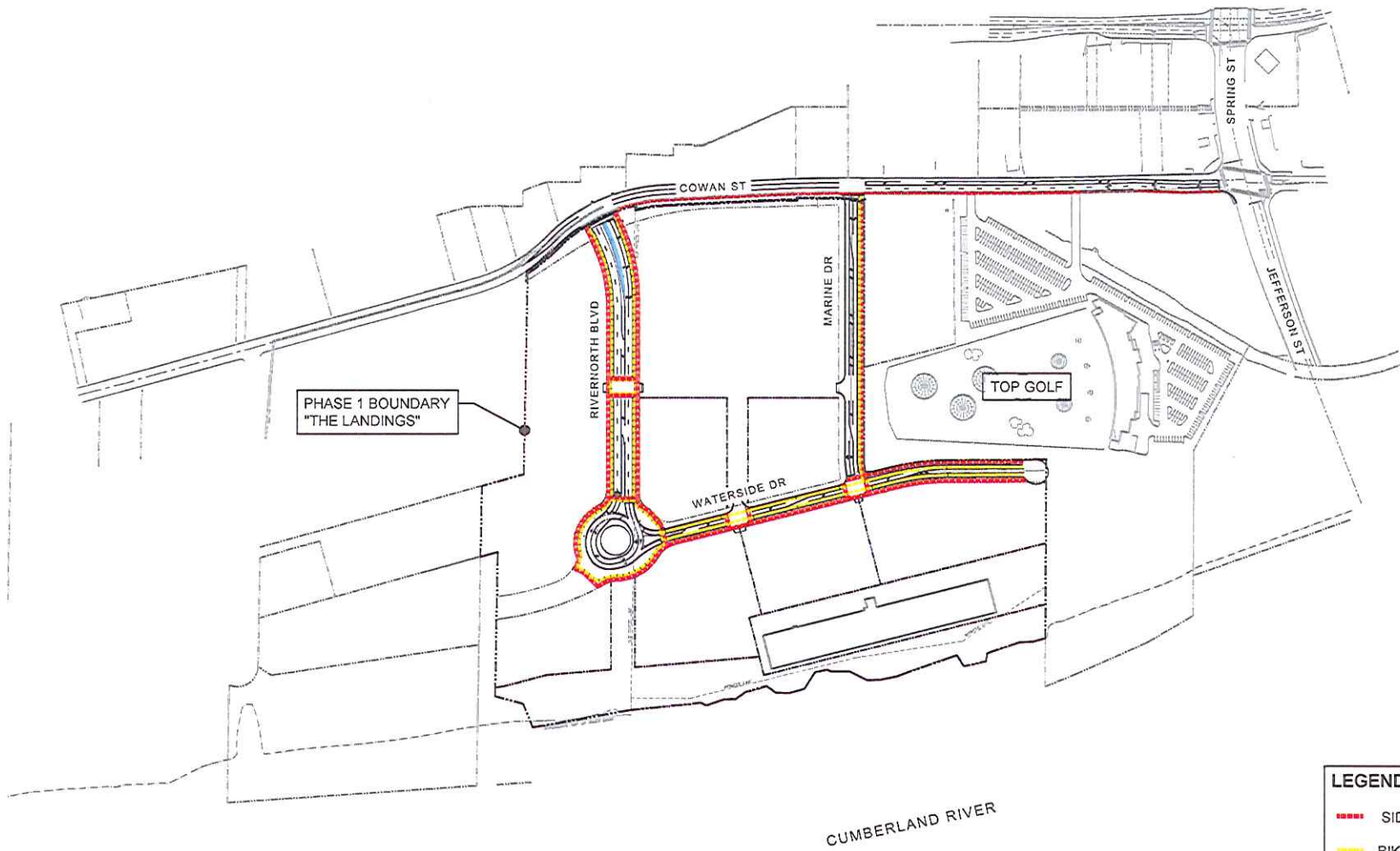
By:  \_\_\_\_\_

Name: Donald S. Allen

Its: Manager





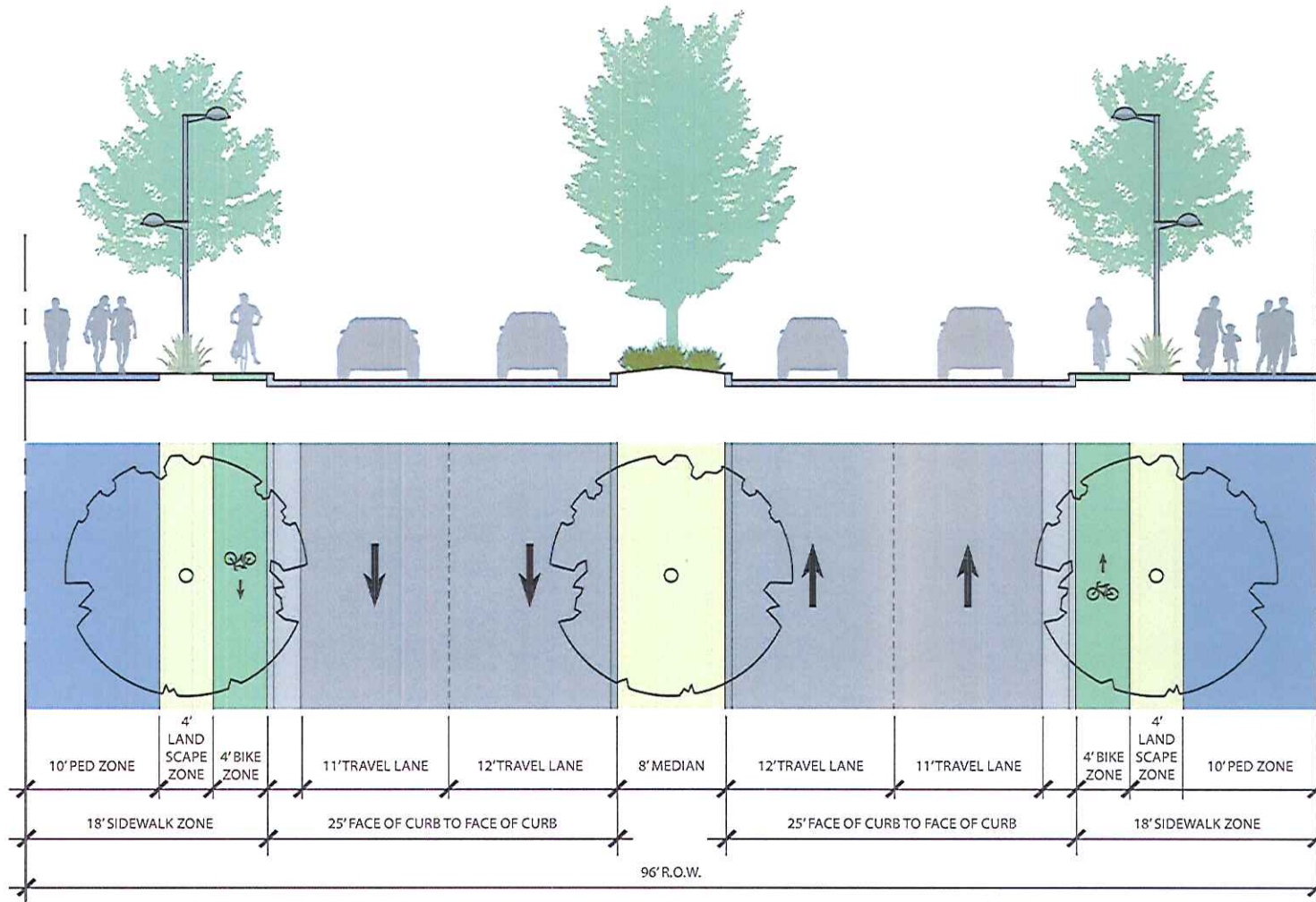


**LEGEND**

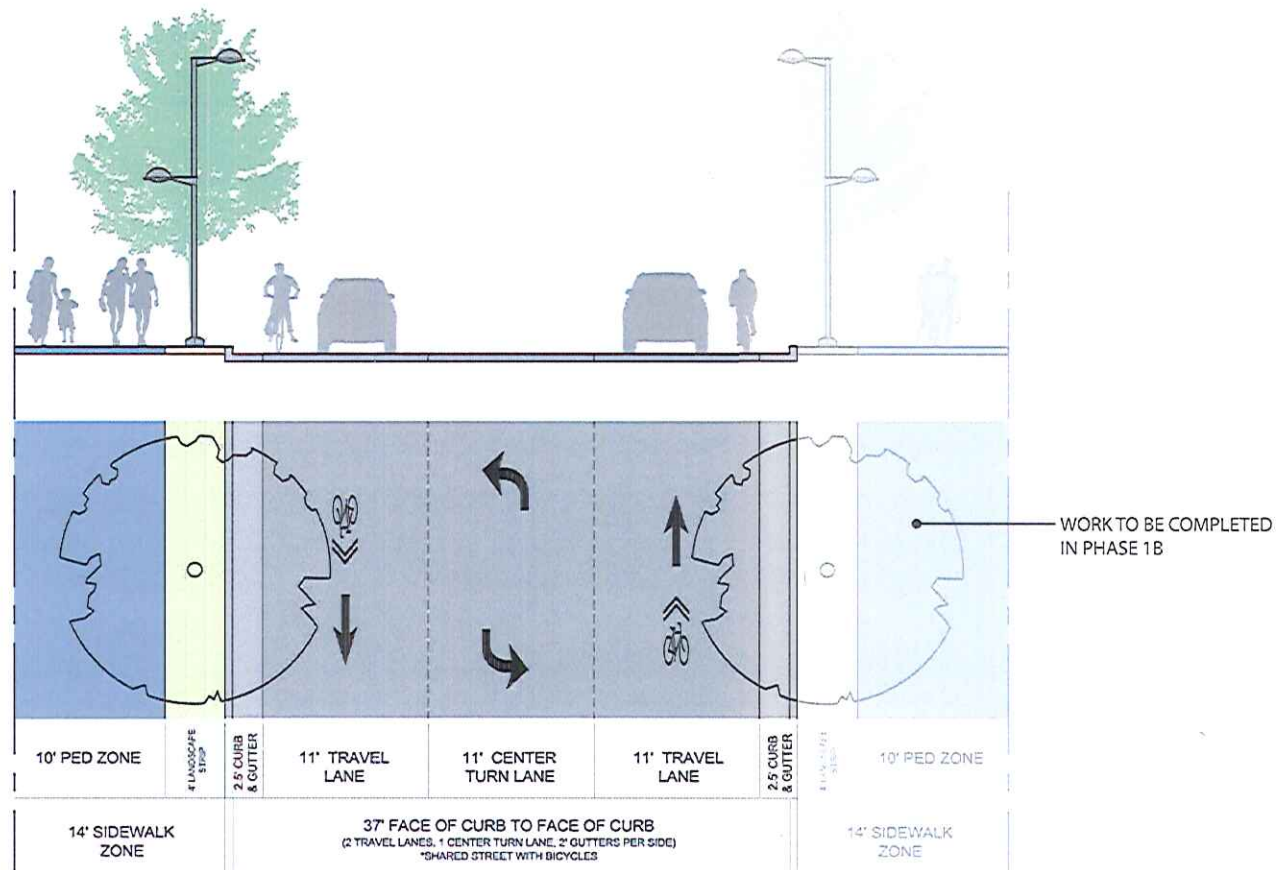
- SIDEWALKS
- BIKE PATHS



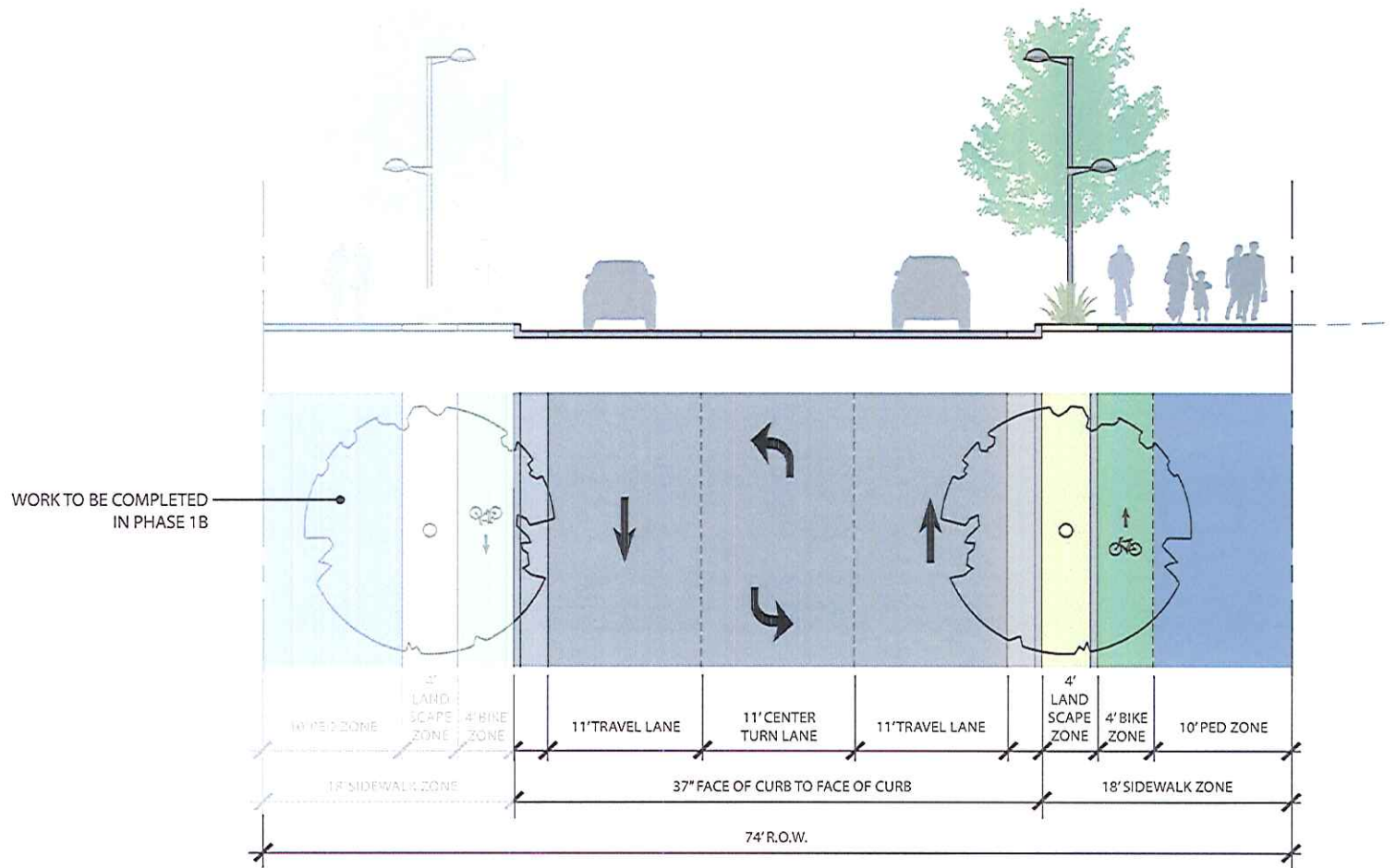
# RIVERNORTH BOULEVARD



# WATERSIDE DRIVE



# MARINE DRIVE



## Exhibit B

Type of Work	Costs Based on Part 1A Drawings Dated 9.03.20			METRO/ MONROE WORK ALLOCATIONS			
	West of Cowan	Cowan & Jefferson Intersection	Part 1A Total	Metro Portion	Monroe Portion	Metro %	Monroe %
Demolition and ROW Prep	1,701,247	31,080	1,732,327	335,611	1,396,716	19.4%	80.6%
Erosion Control	223,643	4,357	228,000	167,431	60,569	73.4%	26.6%
Grading Work	2,043,165	127,817	2,170,982	1,594,255	576,727	73.4%	26.6%
Haul off -compensate for fill in ROW	688,110	-	688,110	505,312	182,798	73.4%	26.6%
Allowance for Undercuts	300,000	-	300,000	220,304	79,696	73.4%	26.6%
Water Sewer Work	1,930,568	653,415	2,583,983	1,897,541	686,442	73.4%	26.6%
Stormwater	2,045,608	-	2,045,608	1,502,187	543,421	73.4%	26.6%
Haul-off Spoils	511,890	-	511,890	375,905	135,985	73.4%	26.6%
Site Concrete	763,149	276,899	1,040,048	763,757	276,291	73.4%	26.6%
Bituminous Paving	902,951	288,911	1,191,862	875,241	316,621	73.4%	26.6%
Landscaping	924,803	7,000	931,803	684,267	247,536	73.4%	26.6%
Pavement Markings	135,503	27,600	163,103	119,774	43,329	73.4%	26.6%
Signs	14,130	-	14,130	10,376	3,754	73.4%	26.6%
Traffic Signal	-	96,364	96,364	70,765	25,599	73.4%	26.6%
Dry Utilities	1,763,018	-	1,763,018	1,294,668	468,350	73.4%	26.6%
2" Conduit between StreetLights	101,187	-	101,187	74,306	26,881	73.4%	26.6%
Electrical & Streetlights	468,146	-	468,146	343,782	124,364	73.4%	26.6%
MBE Premium	160,000	-	160,000	117,496	42,504	73.4%	26.6%
GC & Fees	250,721	54,372	305,093	224,044	81,049	73.4%	26.6%
<b>SUB-TOTAL: CIVIL CONSTRUCTORS COST</b>	<b>14,927,839</b>	<b>1,567,815</b>	<b>16,495,654</b>	<b>11,177,023</b>	<b>5,318,630</b>	<b>67.8%</b>	<b>32.2%</b>
NES	2,275,224	-	2,275,224	1,670,805	604,419	73.4%	26.6%
Developer Demolition	494,776	-	494,776	-	494,776	0.0%	100.0%
Top Golf ROW Work	480,000	-	480,000	352,487	127,513	73.4%	26.6%
Construction Management & Administration	303,000	34,000	337,000	-	337,000	0.0%	100.0%
4% Contingency	739,234	80,113	819,346	601,685	217,661	73.4%	26.6%
<b>SUB-TOTAL: OTHER CONSTRUCTION COSTS</b>	<b>4,292,234</b>	<b>114,113</b>	<b>4,406,346</b>	<b>2,624,977</b>	<b>1,781,370</b>	<b>59.6%</b>	<b>40.4%</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>19,220,072</b>	<b>1,681,927</b>	<b>20,902,000</b>	<b>13,802,000</b>	<b>7,100,000</b>	<b>66.0%</b>	<b>34.0%</b>

## EXHIBIT B THE LANDINGS AT RIVER NORTH DEVELOPMENT

### PHASE IA INFRASTRUCTURE WORK SUMMARY

#### Roads and Infrastructure - West of Cowan Budget Items

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

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

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

#### Developer Work Items West of Cowan

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

**Developer Work:** Building demolition; Construction Management and Administration

#### Cowan & Jefferson Improvements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, MONROE AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

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

II. TERMS AND CONDITIONS

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

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

### III. PAYMENT

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



ii. Metro is unable to secure substantial completion of Phase 1A through the payment and performance bonds such that Metro is not required to incur any additional expenses to secure substantial completion of Phase 1A.

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

#### IV. ESTABLISHMENT OF A CENTRAL BUSINESS IMPROVEMENT DISTRICT

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

#### V. MISCELLANEOUS:

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

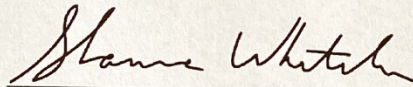
*[Signature Page Attached Hereto]*

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

**METRO:**

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

\_\_\_\_\_  
Mayor



Interim Director  
Metropolitan Department of Public Works

**MONROE INFRASTRUCTURE:**

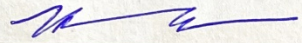
**MONROE INFRASTRUCTURE, LLC**  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Donald W. Allen

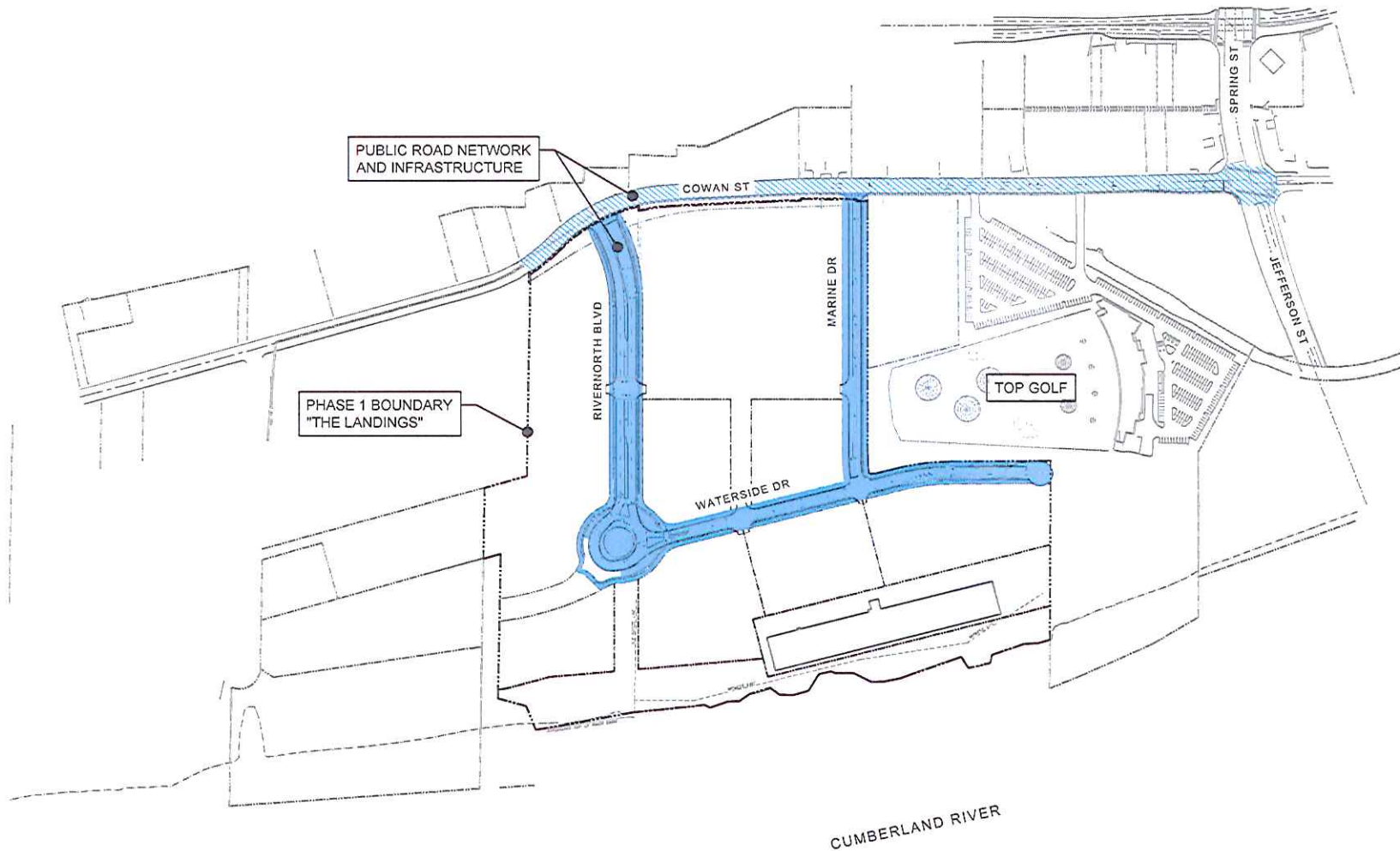
Its: Manager

Approved as to Funding Availability:

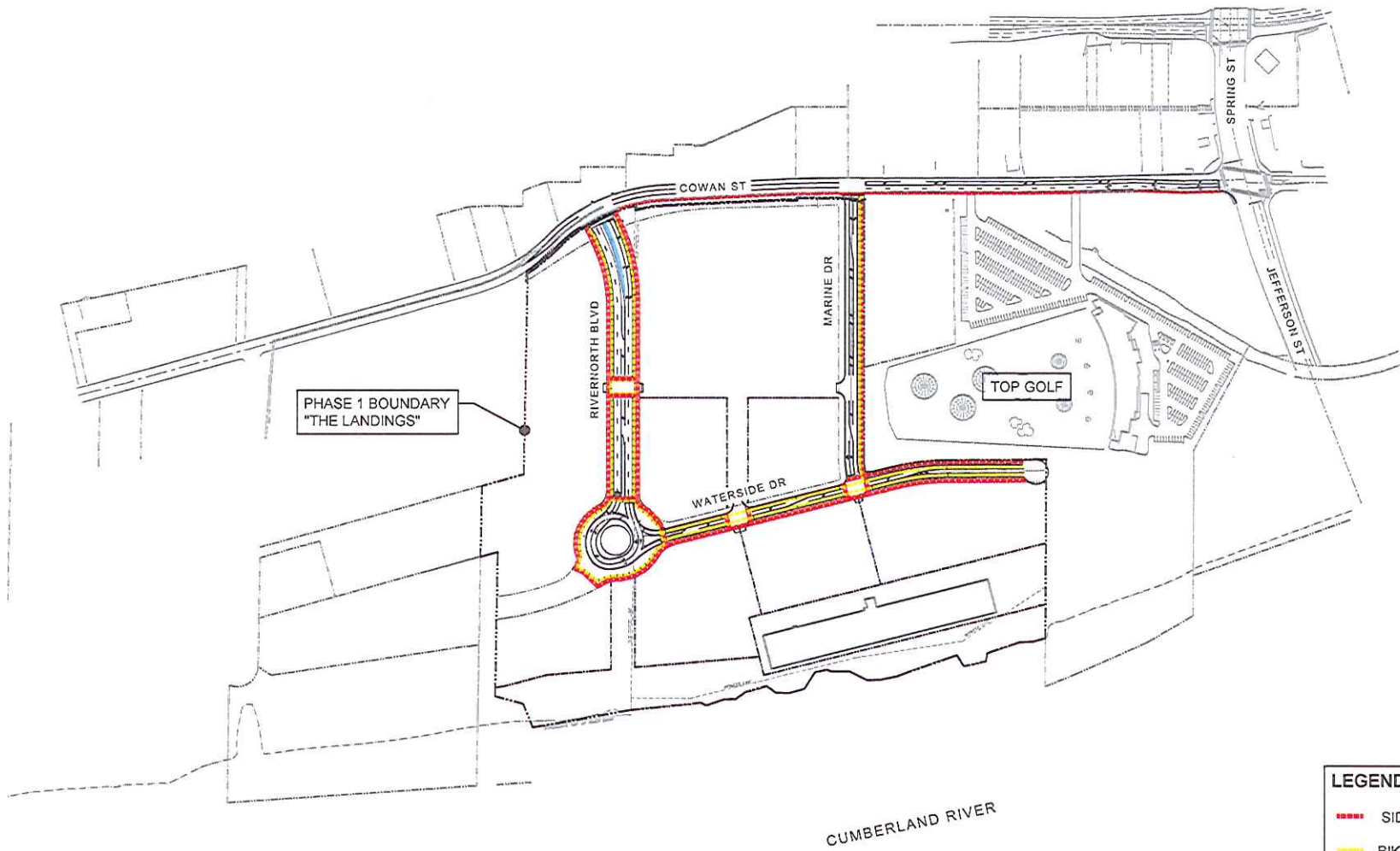
  
\_\_\_\_\_  
Director  
Metropolitan Department of Finance

Approved as to Form and Legality:

Tara M. Ladd  
\_\_\_\_\_  
Metropolitan Department of Law



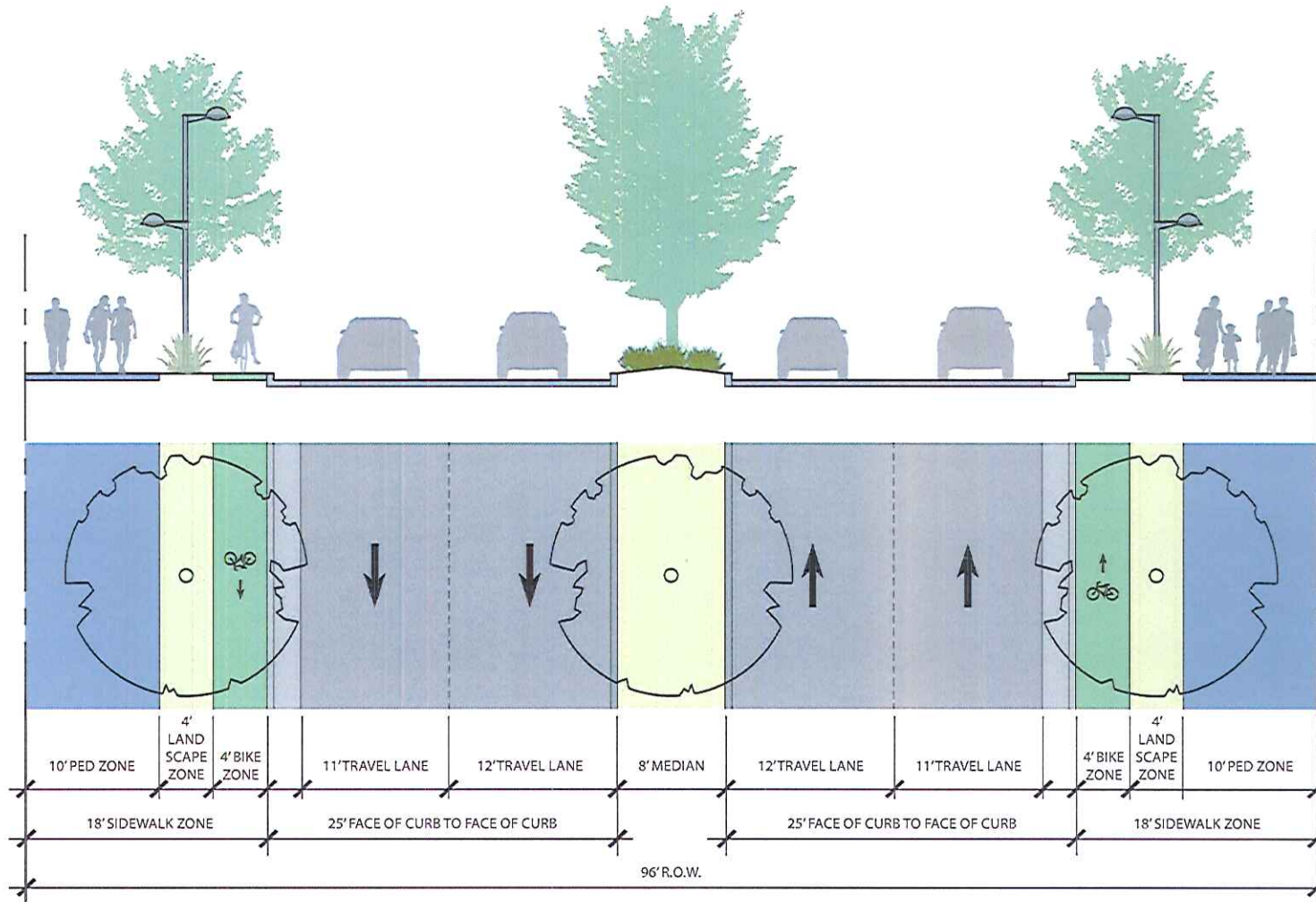




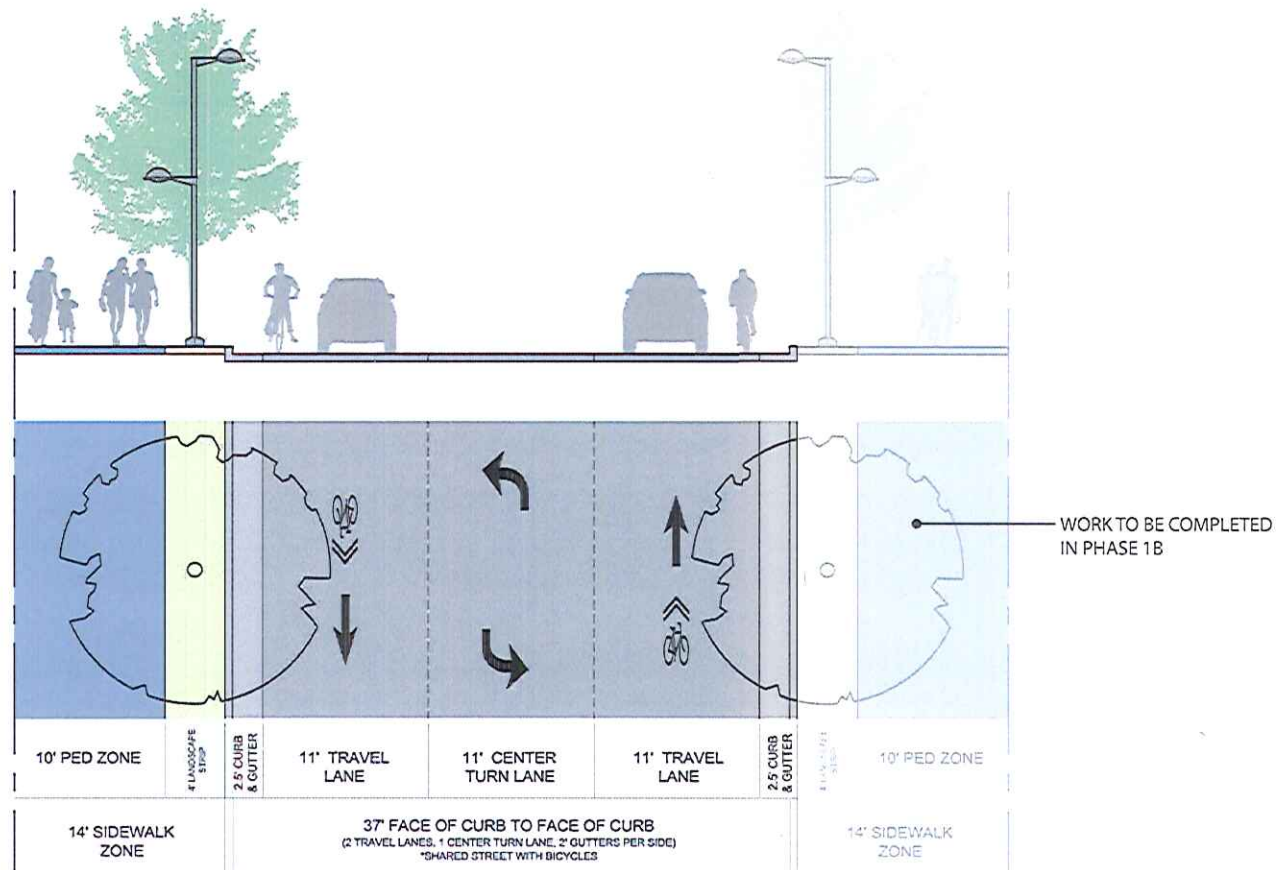
**LEGEND**

- SIDEWALKS
- BIKE PATHS

# RIVERNORTH BOULEVARD



# WATERSIDE DRIVE



# MARINE DRIVE

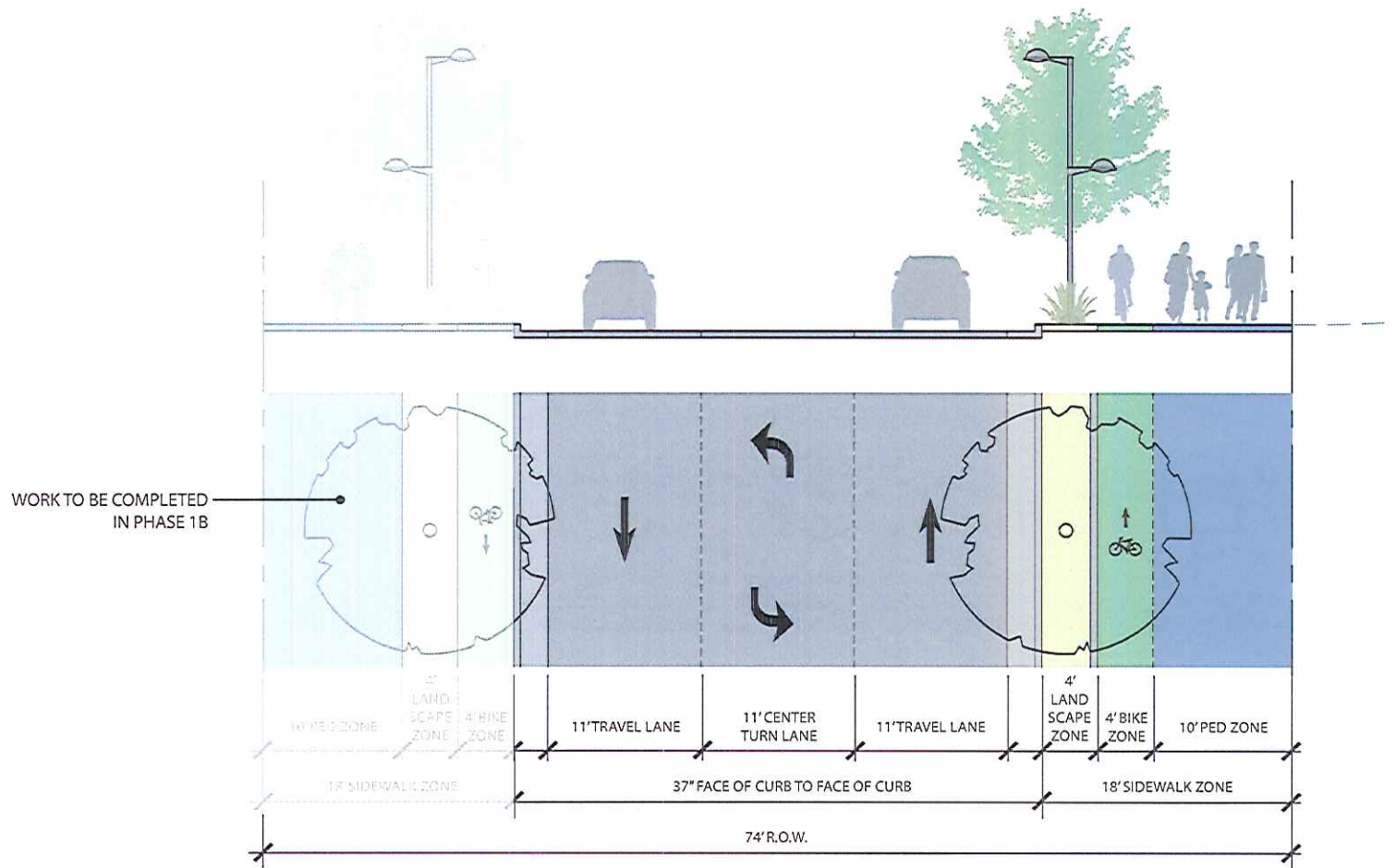


Exhibit B

Type of Work	Costs Based on Part 1A Drawings Dated 9.03.20			METRO/ MONROE WORK ALLOCATIONS			
	West of Cowan	Cowan & Jefferson Intersection	Part 1A Total	Metro Portion	Monroe Portion	Metro %	Monroe %
Demolition and ROW Prep	1,701,247	31,080	1,732,327	335,611	1,396,716	19.4%	80.6%
Erosion Control	223,643	4,357	228,000	167,431	60,569	73.4%	26.6%
Grading Work	2,043,165	127,817	2,170,982	1,594,255	576,727	73.4%	26.6%
Haul off -compensate for fill in ROW	688,110	-	688,110	505,312	182,798	73.4%	26.6%
Allowance for Undercuts	300,000	-	300,000	220,304	79,696	73.4%	26.6%
Water Sewer Work	1,930,568	653,415	2,583,983	1,897,541	686,442	73.4%	26.6%
Stormwater	2,045,608	-	2,045,608	1,502,187	543,421	73.4%	26.6%
Haul-off Spoils	511,890	-	511,890	375,905	135,985	73.4%	26.6%
Site Concrete	763,149	276,899	1,040,048	763,757	276,291	73.4%	26.6%
Bituminous Paving	902,951	288,911	1,191,862	875,241	316,621	73.4%	26.6%
Landscaping	924,803	7,000	931,803	684,267	247,536	73.4%	26.6%
Pavement Markings	135,503	27,600	163,103	119,774	43,329	73.4%	26.6%
Signs	14,130	-	14,130	10,376	3,754	73.4%	26.6%
Traffic Signal	-	96,364	96,364	70,765	25,599	73.4%	26.6%
Dry Utilities	1,763,018	-	1,763,018	1,294,668	468,350	73.4%	26.6%
2" Conduit between StreetLights	101,187	-	101,187	74,306	26,881	73.4%	26.6%
Electrical & Streetlights	468,146	-	468,146	343,782	124,364	73.4%	26.6%
MBE Premium	160,000	-	160,000	117,496	42,504	73.4%	26.6%
GC & Fees	250,721	54,372	305,093	224,044	81,049	73.4%	26.6%
<b>SUB-TOTAL: CIVIL CONSTRUCTORS COST</b>	<b>14,927,839</b>	<b>1,567,815</b>	<b>16,495,654</b>	<b>11,177,023</b>	<b>5,318,630</b>	<b>67.8%</b>	<b>32.2%</b>
NES	2,275,224	-	2,275,224	1,670,805	604,419	73.4%	26.6%
Developer Demolition	494,776	-	494,776	-	494,776	0.0%	100.0%
Top Golf ROW Work	480,000	-	480,000	352,487	127,513	73.4%	26.6%
Construction Management & Administration	303,000	34,000	337,000	-	337,000	0.0%	100.0%
4% Contingency	739,234	80,113	819,346	601,685	217,661	73.4%	26.6%
<b>SUB-TOTAL: OTHER CONSTRUCTION COSTS</b>	<b>4,292,234</b>	<b>114,113</b>	<b>4,406,346</b>	<b>2,624,977</b>	<b>1,781,370</b>	<b>59.6%</b>	<b>40.4%</b>
<b>TOTAL CONSTRUCTION COSTS</b>	<b>19,220,072</b>	<b>1,681,927</b>	<b>20,902,000</b>	<b>13,802,000</b>	<b>7,100,000</b>	<b>66.0%</b>	<b>34.0%</b>



## EXHIBIT B THE LANDINGS AT RIVER NORTH DEVELOPMENT

### PHASE IA INFRASTRUCTURE WORK SUMMARY

#### Roads and Infrastructure - West of Cowan Budget Items

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

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

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

#### Developer Work Items West of Cowan

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

**Developer Work:** Building demolition; Construction Management and Administration

#### Cowan & Jefferson Improvements

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

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

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

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



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-598, **Version:** 1

---

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, (MWS Project No. 20-WL-126 and Proposal No. 2020M-104ES-001).

WHEREAS, the relocation of a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, is needed to construct project number 20-WL-126; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-104ES-001 on December 4, 2020, for the relocation of said public fire hydrant assembly.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to relocate a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

09208009000

517 Dr. D.B. Todd, Jr., Boulevard

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the relocation authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance authorizes the relocation of a public fire hydrant assembly for property located at 517 Dr. D.B. Todd, Jr., Boulevard. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

## ORDINANCE NO. BL2021-598

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, (MWS Project No. 20-WL-126 and Proposal No. 2020M-104ES-001).

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Map & Parcel:

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Address:

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

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

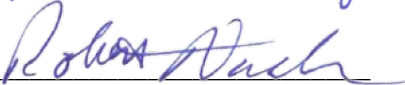
Scott Potter

Scott A. Potter, Director  
Water and Sewerage Services

DocuSigned by:

Traci Webb

Traci Webb, Director  
Public Property Administration

  
  
  
Council Member(s)

APPROVED AS TO THE  
AVAILABILITY OF FUNDS:

DocuSigned by:



6A0D297069514E9  
Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:



555EC378FF2487  
Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 4, 2020

To: Mike Atchison, Metro Water Services

**Re: 517 Dr. DB Todd Jr. Blvd**  
**Planning Commission Mandatory Referral #2020M-104ES-001**  
Council District #21 – Brandon Taylor, Council Member

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

*A request for the approval of a relocation of a public fire hydrant assembly to serve the development at 517 Dr. DB Todd Jr. Blvd. (see sketch for details). (MWS Project Nos. 20-WL-0126).*

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

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

**Re: 517 Dr. DB Todd Jr. Blvd**  
**Planning Commission Mandatory Referral #2020M-104ES-001**  
 Council District #21 – Brandon Taylor, Council Member

*A request for the approval of a relocation of a public fire hydrant assembly to serve the development at 517 Dr. DB Todd Jr. Blvd. (see sketch for details). (MWS Project Nos. 20-WL-0126).*



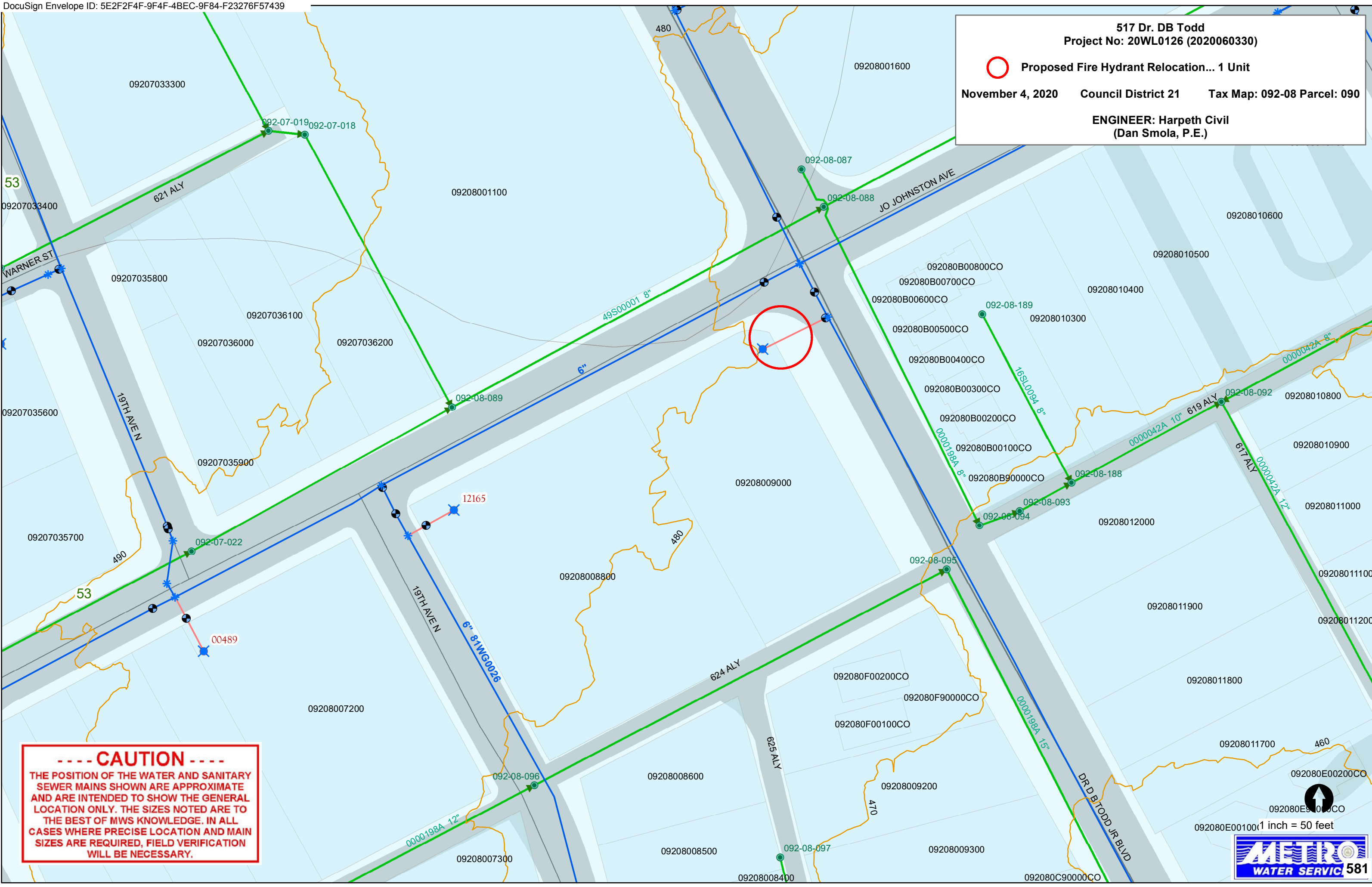


517 Dr. DB Todd  
Project No: 20WL0126 (2020060330)

 Proposed Fire Hydrant Relocation... 1 Unit

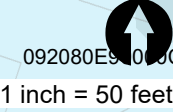
November 4, 2020 Council District 21 Tax Map: 092-08 Parcel: 090

ENGINEER: Harpeth Civil  
(Dan Smola, P.E.)



-----CAUTION-----

THE POSITION OF THE WATER AND SANITARY  
SEWER MAINS SHOWN ARE APPROXIMATE  
AND ARE INTENDED TO SHOW THE GENERAL  
LOCATION ONLY. THE SIZES NOTED ARE TO  
THE BEST OF MWS KNOWLEDGE. IN ALL  
CASES WHERE PRECISE LOCATION AND MAIN  
SIZES ARE REQUIRED, FIELD VERIFICATION  
WILL BE NECESSARY.



1 inch = 50 feet



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No. \_\_\_\_\_

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for property located at 517 Dr. D.B. Todd, Jr., Boulevard, (MWS Project No. 20-WL-126 and Proposal No. 2020M-104ES-001).

Introduced \_\_\_\_\_

Passed First Reading \_\_\_\_\_

Amended \_\_\_\_\_

Passed Second Reading \_\_\_\_\_

Passed Third Reading \_\_\_\_\_

Approved \_\_\_\_\_


By \_\_\_\_\_  
Metropolitan Mayor

Advertised \_\_\_\_\_

Effective Date \_\_\_\_\_

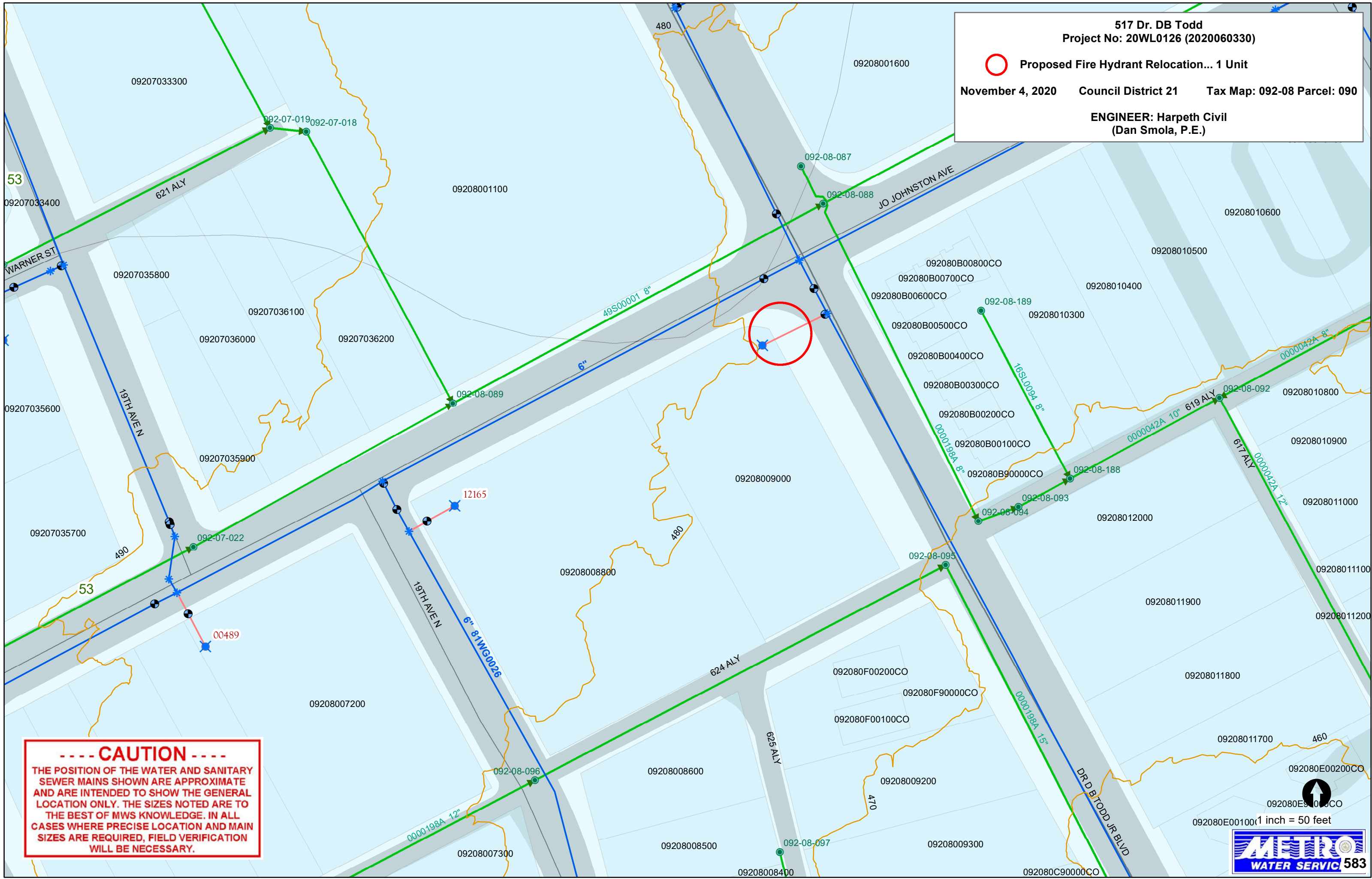


517 Dr. DB Todd  
Project No: 20WL0126 (2020060330)

 Proposed Fire Hydrant Relocation... 1 Unit

November 4, 2020 Council District 21 Tax Map: 092-08 Parcel: 090

ENGINEER: Harpeth Civil  
(Dan Smola, P.E.)



-----CAUTION-----

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 50 feet





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

---

**File #:** BL2021-599, **Version:** 1

---

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer main and one sanitary sewer manhole, for property located at 5661 Valley View Road (MWS Project No. 20-SL-248 and Proposal No. 2020M-105ES-001).

WHEREAS, the acceptance of approximately 250 linear feet of new eight inch sanitary sewer main (PVC) and one sanitary sewer manhole, for property located at 5661 Valley View Road, is needed to construct project number 20-SL-248; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-105ES-001 on December 4, 2020, for the acceptance of said sanitary sewer main and sanitary sewer manhole.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 250 linear feet of new eight inch sanitary sewer main (PVC) and one sanitary sewer manhole, for property located at 5661 Valley View Drive, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

17102000100

5661 Valley View Road

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance accepts approximately 250 linear feet of new eight inch sanitary sewer main and one sanitary sewer manhole for property located at 5661 Valley View Road. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

*Fiscal Note: This ordinance has no cost to Metro. Donated easements do not have a market value according to the Department of Water Services.*

## ORDINANCE NO. BL2021-599

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer main and one sanitary sewer manhole, for property located at 5661 Valley View Road (MWS Project No. 20-SL-248 and Proposal No. 2020M-105ES-001).

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WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-105ES-001 on December 4, 2020, for the acceptance of said sanitary sewer main and sanitary sewer manhole.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 250 linear feet of new eight inch sanitary sewer main (PVC) and one sanitary sewer manhole, for property located at 5661 Valley View Drive, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

17102000100

Address:

5661 Valley View Road

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

## RECOMMENDED BY:

DocuSigned by:

Scott Potter

Scott A. Potter, Director  
Water and Sewerage Services

DocuSigned by:

Trael Webb

Trael Webb, Director  
Public Property Administration

## INTRODUCED BY:

*[Signature]*

*[Signature]*

*[Signature]*

Council Member(s)

APPROVED AS TO THE  
AVAILABILITY OF FUNDS:

DocuSigned by:

A handwritten signature in black ink that reads "Kevin Crumbo".

Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:

A handwritten signature in black ink that reads "Tara Ladd".

Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 4, 2020

To: Mike Atchison, Metro Water Services

**Re: 5661 Valley View Road**  
**Planning Commission Mandatory Referral #2020M-105ES-001**  
Council District #04 – Robert Swope, Council Member

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

*A request for the acceptance of approximately 250 linear feet of 8-inch sanitary sewer main (PVC) and one sanitary sewer manhole to serve the development at 5661 Valley View Road. (see sketch for details). (MWS Project Nos. 20-SL-248).*

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

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O’Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites



**Re: 5661 Valley View Road**  
**Planning Commission Mandatory Referral #2020M-105ES-001**  
 Council District #04 – Robert Swope, Council Member

*A request for the acceptance of approximately 250 linear feet of 8-inch sanitary sewer main (PVC) and one sanitary sewer manhole to serve the development at 5661 Valley View Road. (see sketch for details). (MWS Project Nos. 20-SL-248).*



 **Proposed 8-Inch Sanitary Sewer Pipe (PVC)...250 LF**  
 **Proposed Sanitary Sewer Manholes... 1 Unit**

**ENGINEER: Dale and Associates  
(Adam Seger, P.E.)**

17100005000

44

17100006500

6" 188FB012

171-03-012

86SC0057 8"

171-03-010

171-03-009

171-03-011

07843

171-03-032

17102000200, 17103000400

17100007400

17100010300

171-03-024

17100006700

07848

171-03-025

17100006800

--- CAUTION ---

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

171-03-015

1 inch = 100 feet



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No.

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new sanitary sewer main and one sanitary sewer manhole, for property located at 5661 Valley View Road (MWS Project No. 20-SL-248 and Proposal No. 2020M-105ES-001).

Introduced

Passed First Reading

Amended

Passed Second Reading

Passed Third Reading

Approved

By Metropolitan Mayor

Advertised

Effective Date



5661 Valley View Rd.  
Project No: 2020059223 (20SL0248)

Proposed 8-Inch Sanitary Sewer Pipe (PVC)...250 LF

Proposed Sanitary Sewer Manholes... 1 Unit

October 26, 2020    Council District 04    Tax Map: 171-02 Parcel: 1

ENGINEER: Dale and Associates  
(Adam Seger, P.E.)



-----CAUTION-----  
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

1 inch = 100 feet



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2021-600, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for three properties located at 1207 Sweetbriar Avenue, (MWS Project No. 20-WL-140 and Proposal No. 2020M-106ES-001).

WHEREAS, the relocation of a public fire hydrant assembly, for three properties located at Sweetbriar Avenue, is needed to construct project number 20-WL-140; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-106ES-001 on December 4, 2020, for the relocation of said public fire hydrant assembly.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept the relocation of a public fire hydrant assembly for three properties located at Sweetbriar Avenue, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
118011B00100CO	1207 Sweetbriar Avenue
118011B00200CO	1207 B Sweetbriar Avenue
118011B90000CO	1207 C Sweetbriar Avenue

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the relocation authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance accepts the relocation of a public fire hydrant assembly for properties located at 1207, 1207B, and 1207C Sweetbriar Avenue. Future amendments to this ordinance may be approved by resolution.

This ordinance has been approved by the Planning Commission.

## ORDINANCE NO. BL2021-600

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for three properties located at 1207 Sweetbriar Avenue, (MWS Project No. 20-WL-140 and Proposal No. 2020M-106ES-001).

WHEREAS, the relocation of a public fire hydrant assembly, for three properties located at Sweetbriar Avenue, is needed to construct project number 20-WL-140; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-106ES-001 on December 4, 2020, for the relocation of said public fire hydrant assembly.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept the relocation of a public fire hydrant assembly for three properties located at Sweetbriar Avenue, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

118011B00100CO

1207 Sweetbriar Avenue

118011B00200CO

1207 B Sweetbriar Avenue

118011B90000CO

1207 C Sweetbriar Avenue

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the relocation authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

RECOMMENDED BY:

INTRODUCED BY:

DocuSigned by:

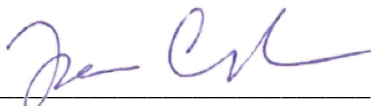
Scott Potter

Scott A. Potter, Director  
Water and Sewerage Services

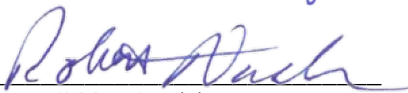
DocuSigned by:

Trael Webb

Trael Webb, Director  
Public Property Administration







Council Member(s)

APPROVED AS TO THE  
AVAILABILITY OF FUNDS:

DocuSigned by:

\_\_\_\_\_

Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM  
AND LEGALITY:

DocuSigned by:

\_\_\_\_\_

Tara Ladd  
Assistant Metropolitan Attorney



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 4, 2020

To: Stephanie James, Metro Water Services

**Re: 1207 Sweetbriar Avenue**  
**Planning Commission Mandatory Referral #2020M-106ES-001**  
Council District #18 – Tom Cash, Council Member

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

*A request for the relocation of a public fire hydrant assembly to serve the development at 1207 Sweetbriar Avenue. (see sketch for details). (MWS Project Nos. 20-WL-140).*

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

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or 615-862-7208.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department  
cc: Metro Clerk, Elizabeth Waites

[illegible]





ORIGINAL

METROPOLITAN COUNTY COUNCIL

Bill No.

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to relocate a public fire hydrant assembly, for three properties located at 1207 Sweetbriar Avenue, (MWS Project No. 20-WL-140 and Proposal No. 2020M-106ES-001).

Introduced

Passed First Reading

Amended

Passed Second Reading

Passed Third Reading

Approved

By Metropolitan Mayor

Advertised

Effective Date





1207 Sweetbriar Fire Hydrant Relocation  
Project No: 20WL0140 (2020068481)

Proposed Fire Hydrant Relocation... 1 Unit

November 9, 2020

Council District 18

Parcel ID:118011B90000CO  
118011B00100CO  
118011B00200CO

ENGINEER: Crunk Engineering  
(Adam Crunk, P.E.)

----- CAUTION -----  
THE POSITION OF THE WATER AND SANITARY  
SEWER MAINS SHOWN ARE APPROXIMATE  
AND ARE INTENDED TO SHOW THE GENERAL  
LOCATION ONLY. THE SIZES NOTED ARE TO  
THE BEST OF MWS KNOWLEDGE. IN ALL  
CASES WHERE PRECISE LOCATION AND MAIN  
SIZES ARE REQUIRED, FIELD VERIFICATION  
WILL BE NECESSARY.

1 inch = 50 feet

METRO  
WATER SERVICE 599



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2020-517, Version: 1**

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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 AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units, all of which is described herein (Proposal No. 2020SP-038-001).

Map 174, Parcel(s) 009.01, 011.01, 069, 248, Green Trails, LLC

Application fee paid by: Green Trails, LLC

Requested by: Land Solutions Company LLC

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 AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units,, being Property Parcel Nos. 009.01, 011.01, 069, 248 as designated on Map 174-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 174 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to 136 attached and detached single-family units. Short Term Rental Property (STRP) owner-occupied and not owner-occupied shall be prohibited.

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

1. Rights-of-way shall be dedicated by Final Plat or through instrument prior to the approval of any final site plan.
2. Parking shall comply with requirements of the Metro Zoning Code.
3. Units may be subdivided via horizontal property regime or via a subdivision. The minimum lot size for all detached units shall be 6,000 square feet. The minimum lot size for attached units shall be 3,000 square feet.
4. The final site plan and landscaping plan shall show landscape screening west of the surface parking area located across from units 8-11.
5. With the submittal of the final site plan, provide architectural elevations complying with all architectural

standards outlined on the Preliminary SP for review and approval.

6. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
7. 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.
8. Comply with all conditions and requirements of Metro reviewing agencies

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 RS5 for detached units and RM9 for attached units zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text

ORDINANCE NO. BL2020 - 517

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 AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units, all of which is described herein (Proposal No. 2020SP-038-001).

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 AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units,, being Property Parcel Nos. 009.01, 011.01, 069, 248 as designated on Map 174-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 174 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to 136 attached and detached single-family units. Short Term Rental Property (STRP) owner-occupied and not owner-occupied shall be prohibited.

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

1. Rights-of-way shall be dedicated by Final Plat or through instrument prior to the approval of any final site plan.
2. Parking shall comply with requirements of the Metro Zoning Code.



3. Units may be subdivided via horizontal property regime or via a subdivision. The minimum lot size for all detached units shall be 6,000 square feet. The minimum lot size for attached units shall be 3,000 square feet.
4. The final site plan and landscaping plan shall show landscape screening west of the surface parking area located across from units 8-11.
5. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the Preliminary SP for review and approval.
6. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
7. 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.
8. Comply with all conditions and requirements of Metro reviewing agencies

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 RS5 for detached units and RM9 for attached units zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:



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Councilmember John Rutherford

2020SP-038-001

CEDARS OF CANE RIDGE

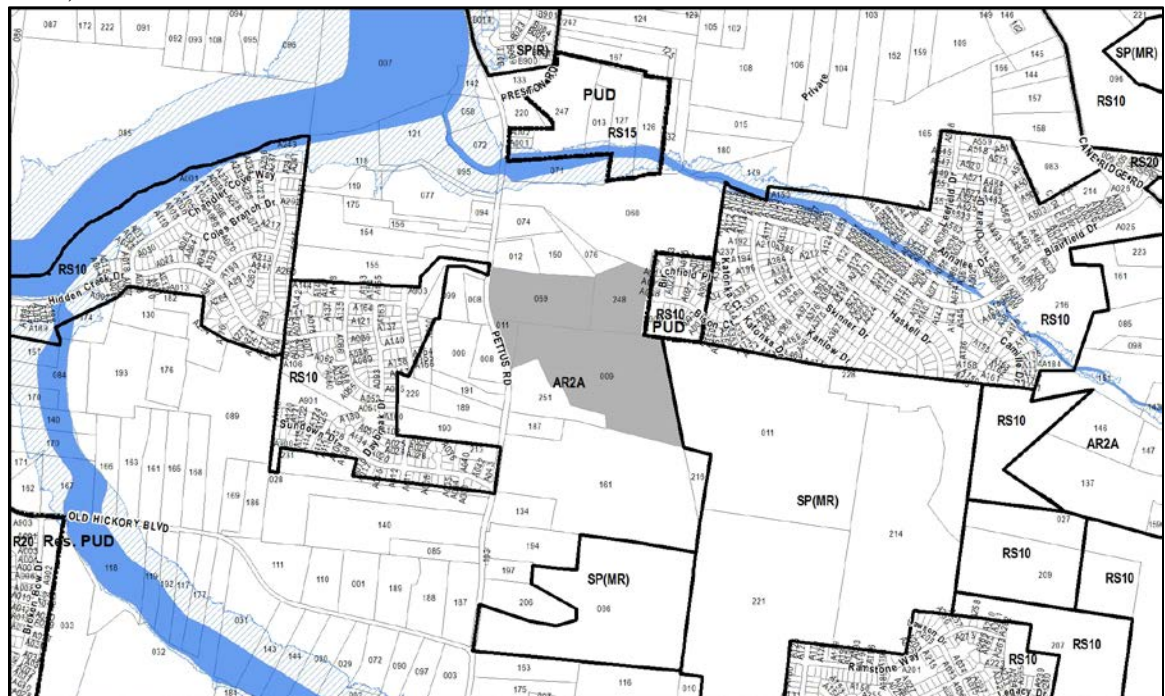
Map 174, Parcel(s) 009.01, 011.01, 069, 248, Green Trails LLC

Subarea 12, Southeast

District 31 (Rutherford)

Application fee paid by: Green Trails, LLC

A request to rezone from AR2a to SP zoning for properties located at 5866 Pettus Road and Pettus Road (unnumbered), approximately 1,120 feet north of Sundown Drive (44.44 acres), to permit 136 detached single-family and attached single-family units, requested by Land Solutions Company LLC, applicant; Green Trails LLC, owner.







CEDARS OF CANE RIDGE  
PRELIMINARY SP  
SP#2020S-038-001  
MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00  
5866 PETTUS ROAD  
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

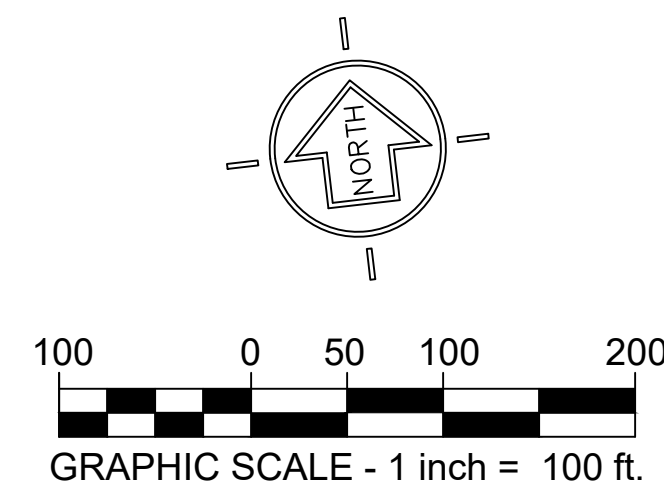
ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

A NONE  
B NONE  
C NONE  
D NONE

EXISTING  
CONDITIONS  
PLAN

C1.0

LBC 16079





ADDITIONAL OFFSITE 4-WAY STOP CONDITION PROPOSED AT PETTUS ROAD & PRESTON ROAD (AS REQUIRED BY TIS)

PROPOSED 4-WAY STOP AT PETTUS ROAD & BLAIRFIELD DRIVE (AS REQUIRED BY TIS)

EASEMENT TO BE OBTAINED FROM ADJACENT PROPERTY OWNER FOR SEWER EXTENSION

FIRE ACCESS NOTE: ONLY 99 SINGLE FAMILY LOTS CAN BE CONSTRUCTED WITH ONE ACCESS ONTO PETTUS ROAD. A SECOND ACCESS THROUGH AN ADJACENT SUBDIVISION IS PLANNED, BUT NO HOMES BEYOND 99 CAN BE BUILT UNTIL THE SECOND ACCESS IS CONSTRUCTED.

OPEN SPACE	AREA (ACRES)
1	7.6
2	2.3
3	1.8
4	0.2
5	1.3
6	5.9
7	0.2
8	0.1
9	0.1
10	0.2
11	0.4
TOTAL	20.1

SITE PLAN NOTES:

1. ALL ROADS AND ALLEYS TO BE PUBLIC RIGHT-OF-WAY

SITE DATA TABLE:

BULK REGULATIONS

SINGLE FAMILY - 84 LOTS

- LOTS: 1-5, 18-34, 59-106, 123-136
- 20' FRONT SETBACK
- 20' REAR SETBACK
- 5' SIDE (20' CORNER SIDE)
- MINIMUM LOT SIZE: 6,000 SF

TOWNHOMES - 52 LOTS

- LOTS: 6-17, 35-58, 107-122
- 20' FRONT SETBACK
- 20' REAR SETBACK
- 5' SIDE (15' CORNER SIDE)
- MINIMUM LOT SIZE: 3,024 SF

TOTAL LOTS: 136

TOTAL UNITS: 136

GROSS DENSITY: 3.08 UNITS/ACRE

MAX HEIGHT: 35'

MAX STORIES: 2 STORIES

LOT AREA: 17.5 AC

OPEN SPACE AREA: 20.1 AC

OPEN SPACE % = 45.6%

ROW AREA: 6.5 ACRES

PARKING CALCULATIONS

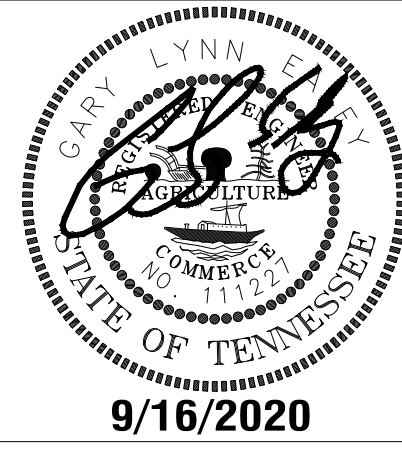
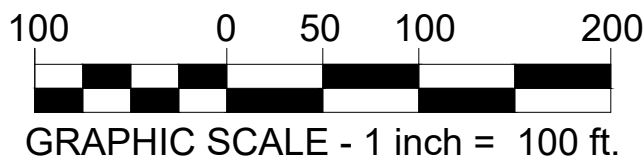
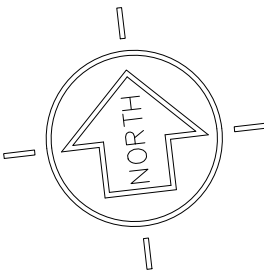
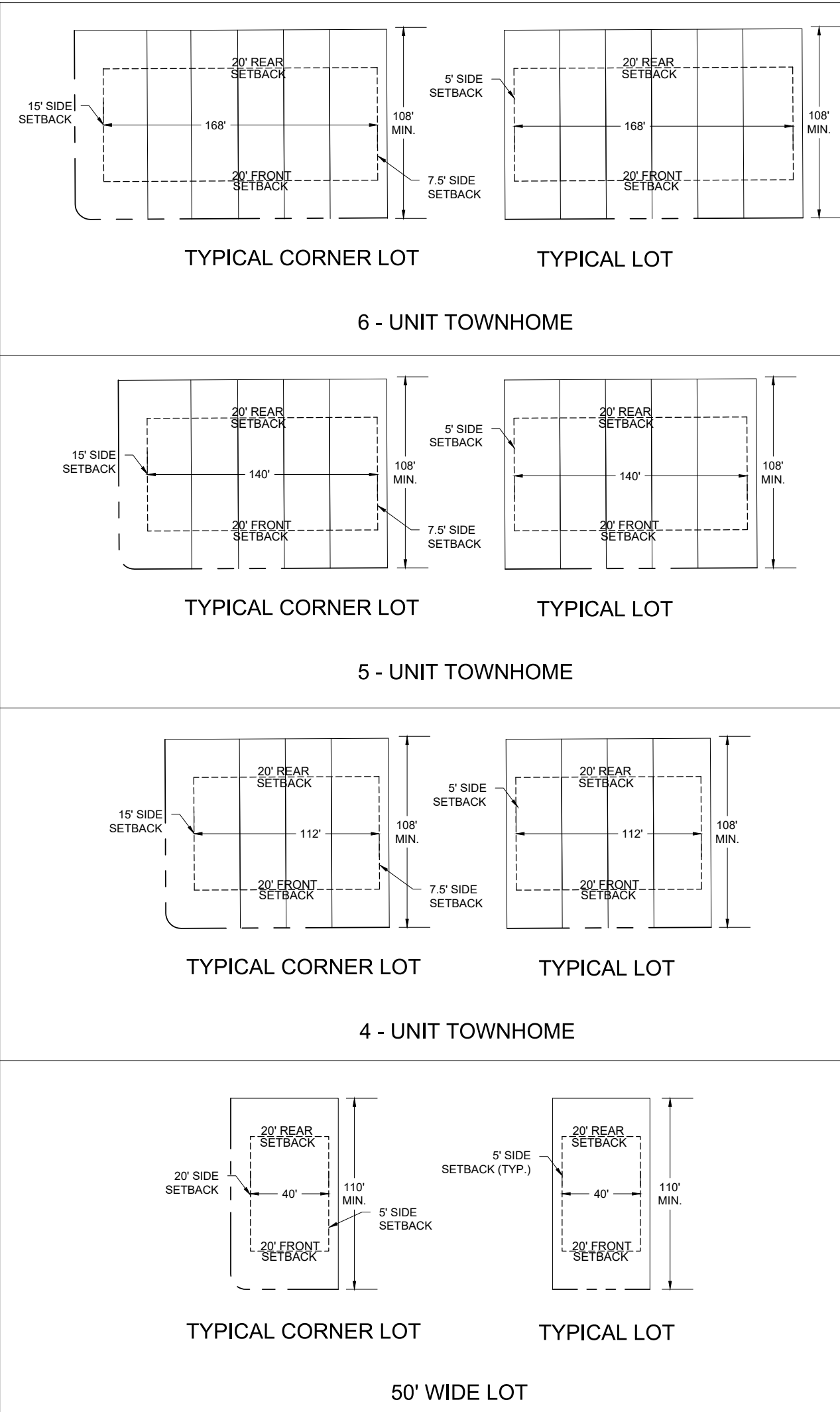
PARKING REQUIRED:

SINGLE FAMILY - 2 SPACES PER UNIT

136 UNITS X 2 = 272

GUEST PARKING: 23

TOTAL PARKING PROVIDED: 295



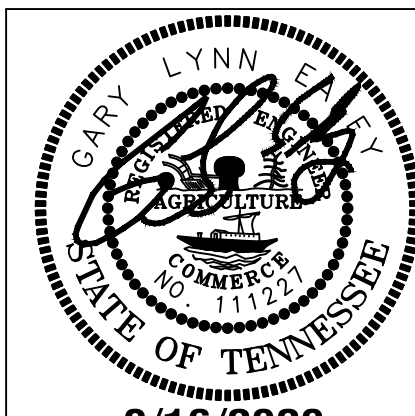
CEDARS OF CANE RIDGE  
PRELIMINARY SP  
SP#2020S-038-001  
MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00  
5866 PETTUS ROAD  
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

- A NONE
- B NONE
- C NONE
- D NONE

SITE PLAN  
C2.0





9/16/2020



CEDARS OF CANE RIDGE

PRELIMINARY SP  
SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00

5866 PETTUS ROAD

ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

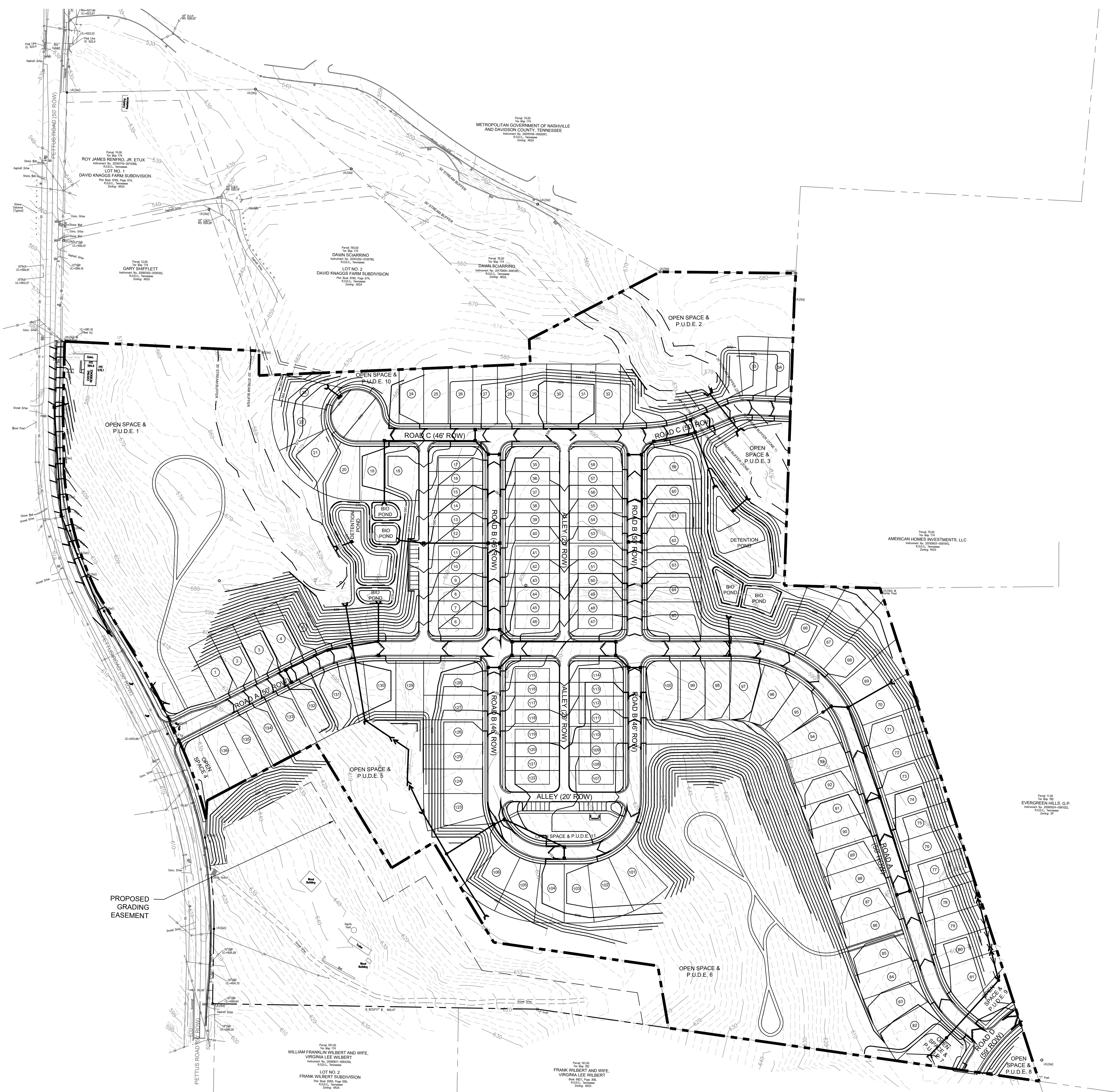
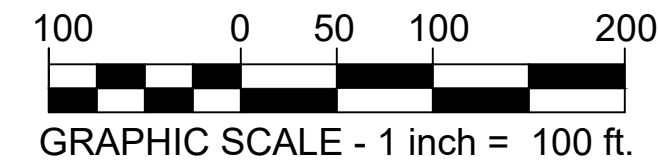
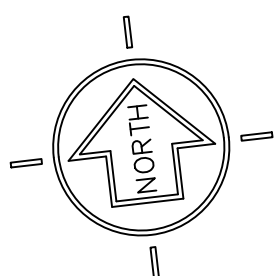
- A NONE
- B NONE
- C NONE
- D NONE

GRADING AND DRAINAGE PLAN

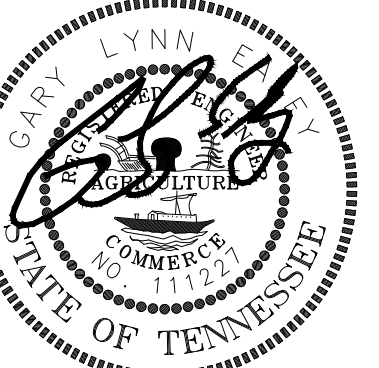
C3.0

LSC 19079

- STORMWATER NOTES:**
1. BUFFER NOTE: THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.
  2. DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT, AS IT PERTAINS TO STORMWATER APPROVAL / COMMENTS ONLY. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE STORMWATER REGULATIONS AT THE TIME OF FINAL APPLICATION.
  3. EXTENT OF STREAM BUFFERS ARE SUBJECT TO FINAL ACCEPTANCE OF THE HYDROLOGIC DETERMINATION BY TDEC OR METRO STORMWATER.







/16/2020



# CEDARS OF CANE RIDGE

PRELIMINARY SP  
SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00

ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:

AN DATE: SEPTEMBER 16, 2020

NONE

NONE

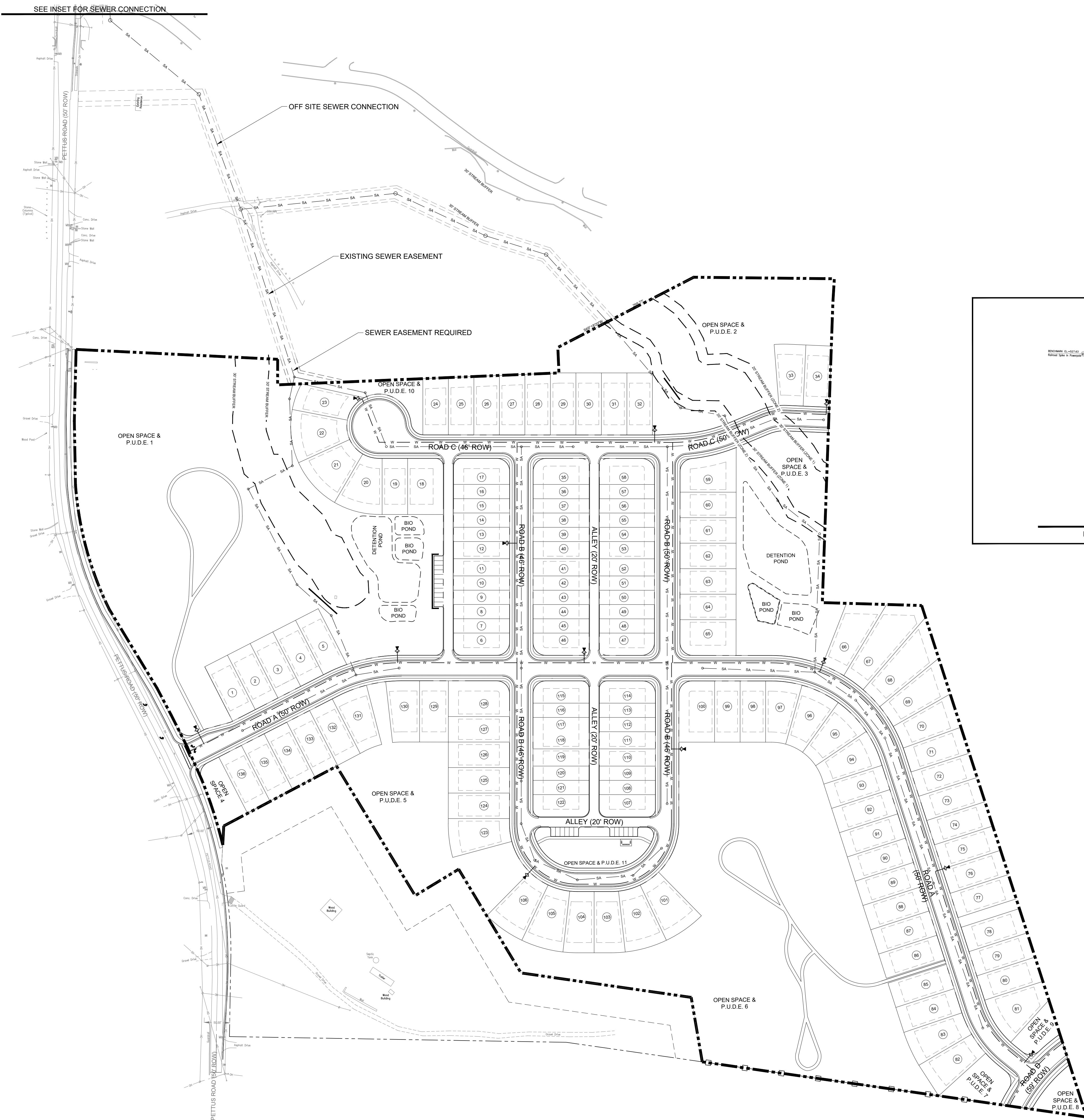
NONE

NONE

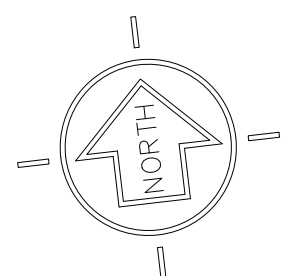
## UTILITY PLAN

C4.0


C 16079



Know what's **below**.  
**Call** before you dig.



100 0 50 100 200



GRAPHIC SCALE - 1 inch = 100 ft.





**CEDARS OF CANE RIDGE**  
**PRELIMINARY SP**  
**SP#2020S-038-001**  
MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00  
5866 PETTUS ROAD  
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

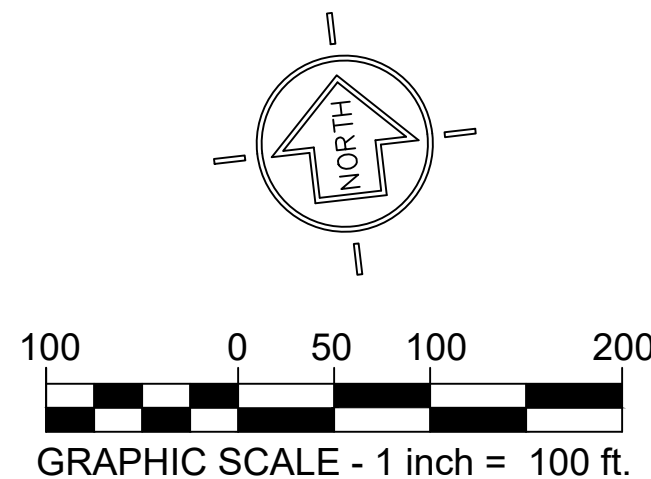
ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

- A NONE  
B NONE  
C NONE  
D NONE

EXISTING  
CONDITIONS  
PLAN

**C1.0**

LBC 10079



ADDITIONAL OFFSITE 4-WAY STOP CONDITION PROPOSED AT PETTUS ROAD & PRESTON ROAD (AS REQUIRED BY TIS)

PROPOSED 4-WAY STOP AT PETTUS ROAD & BLAIRFIELD DRIVE (AS REQUIRED BY TIS)

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10	0.2
11	0.4
TOTAL	20.1

SITE PLAN NOTES:

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- LOTS: 6-17, 35-58, 107-122
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- MINIMUM LOT SIZE: 3,024 SF

TOTAL LOTS: 136

TOTAL UNITS: 136

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MAX HEIGHT: 35'

MAX STORIES: 2 STORIES

LOT AREA: 17.5 AC

OPEN SPACE AREA: 20.1 AC

OPEN SPACE % = 45.6%

ROW AREA: 6.5 ACRES

PARKING CALCULATIONS

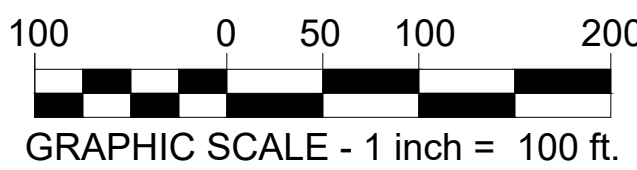
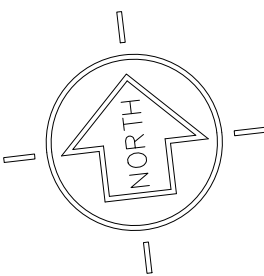
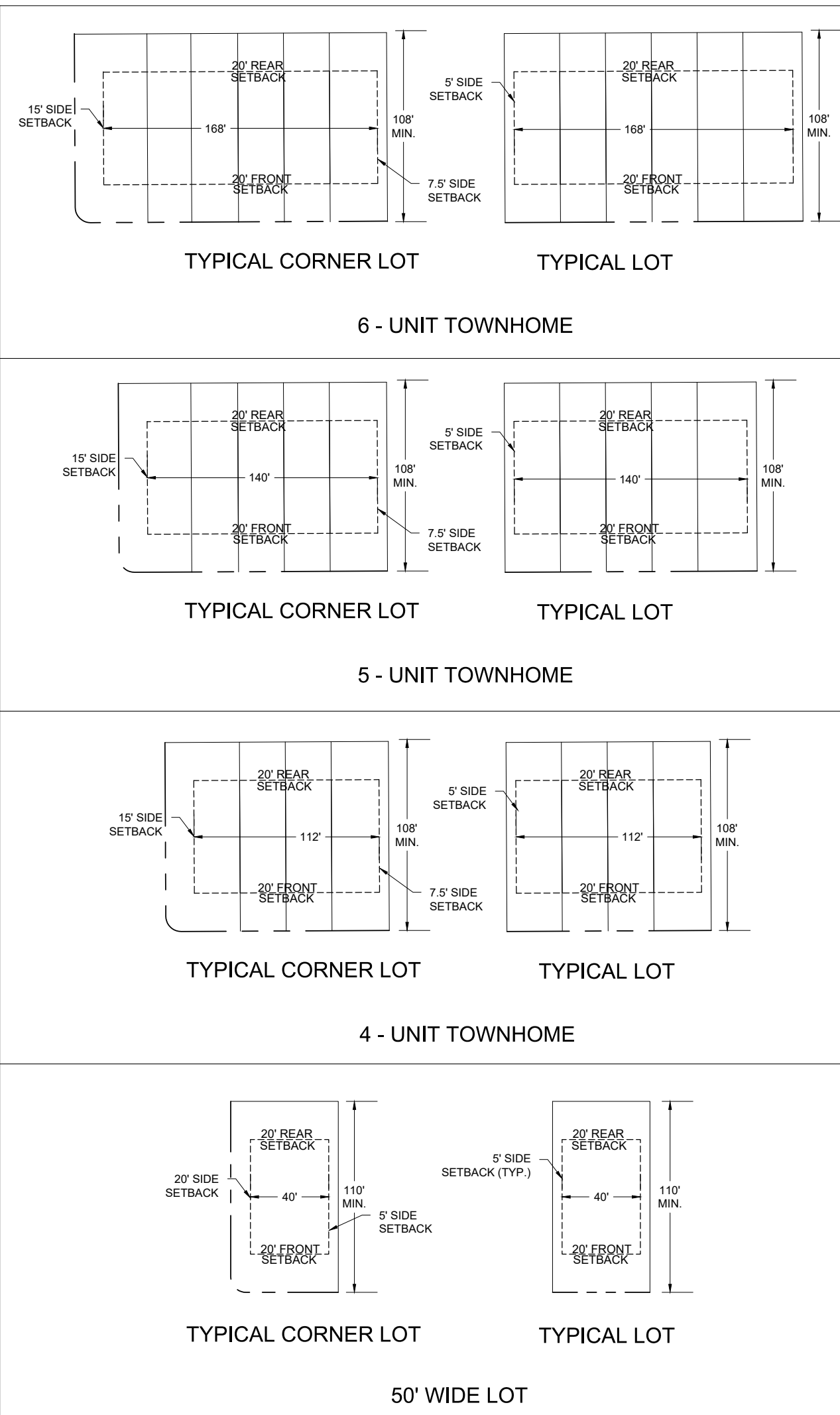
PARKING REQUIRED:

SINGLE FAMILY - 2 SPACES PER UNIT

136 UNITS X 2 = 272

GUEST PARKING: 23

TOTAL PARKING PROVIDED: 295



CEDARS OF CANE RIDGE

PRELIMINARY SP

SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00

5866 PETTUS ROAD

ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:

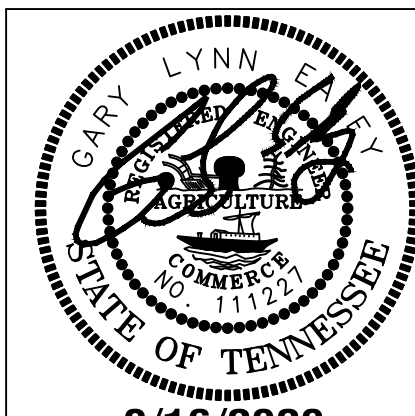
- PLAN DATE: SEPTEMBER 16, 2020

- A NONE
- B NONE
- C NONE
- D NONE

SITE PLAN

C2.0





9/16/2020



CEDARS OF CANE RIDGE

PRELIMINARY SP  
SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00

5866 PETTUS ROAD

ANTIOCH, DAVIDSON COUNTY, TENNESSEE

ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

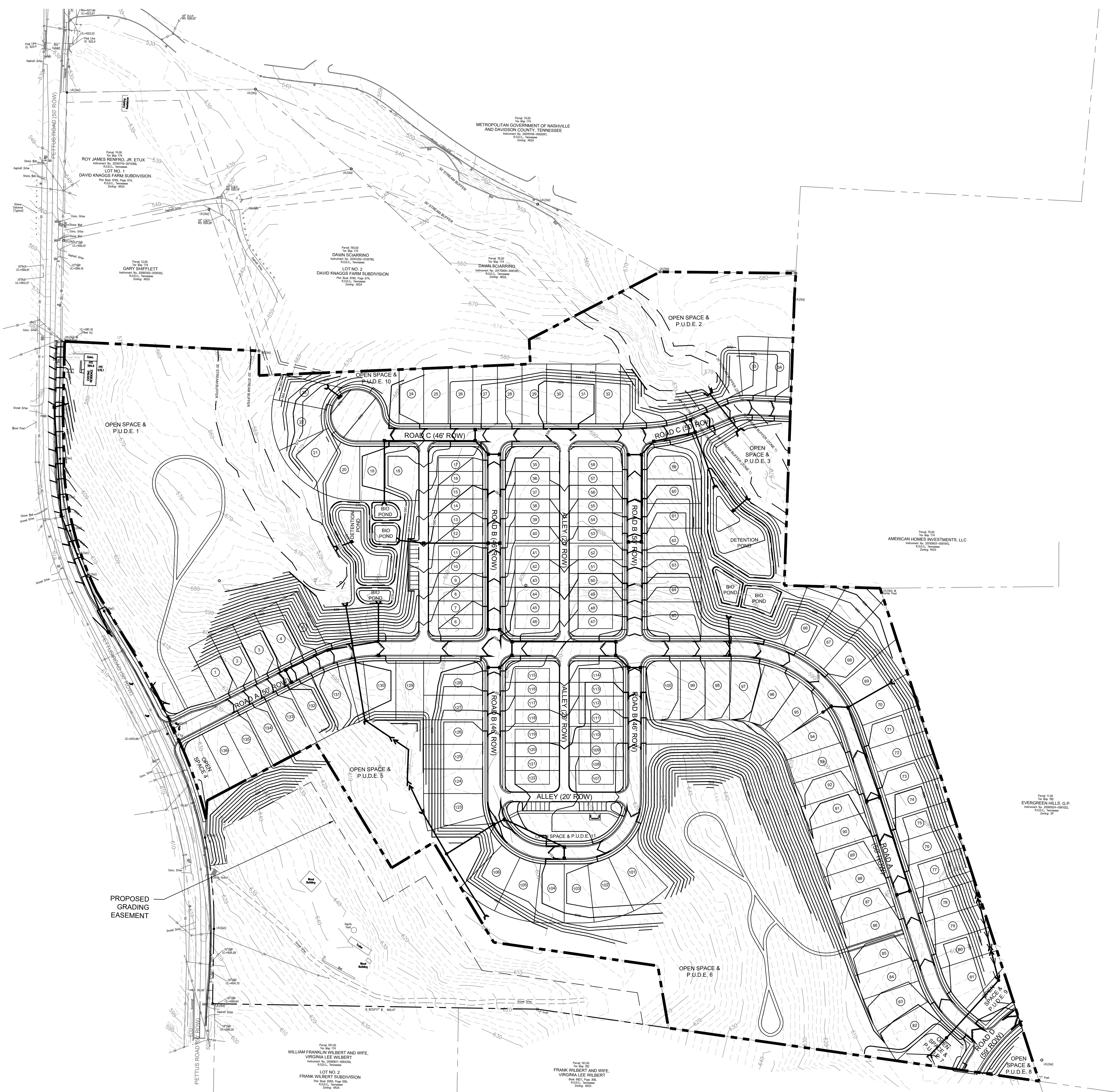
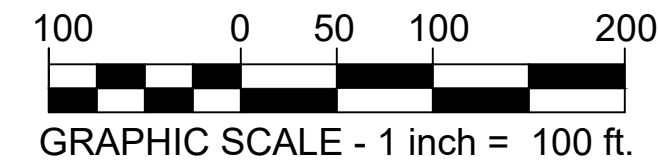
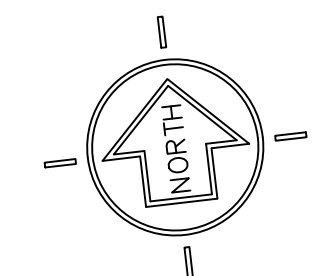
- A NONE
- B NONE
- C NONE
- D NONE

GRADING AND DRAINAGE PLAN

C3.0

LSC 10079

- STORMWATER NOTES:**
1. BUFFER NOTE: THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.
  2. DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT, AS IT PERTAINS TO STORMWATER APPROVAL / COMMENTS ONLY. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE STORMWATER REGULATIONS AT THE TIME OF FINAL APPLICATION.
  3. EXTENT OF STREAM BUFFERS ARE SUBJECT TO FINAL ACCEPTANCE OF THE HYDROLOGIC DETERMINATION BY TDEC OR METRO STORMWATER.





**CEDARS OF CANE RIDGE**

PRELIMINARY SP  
SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00  
5866 PETTUS ROAD  
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

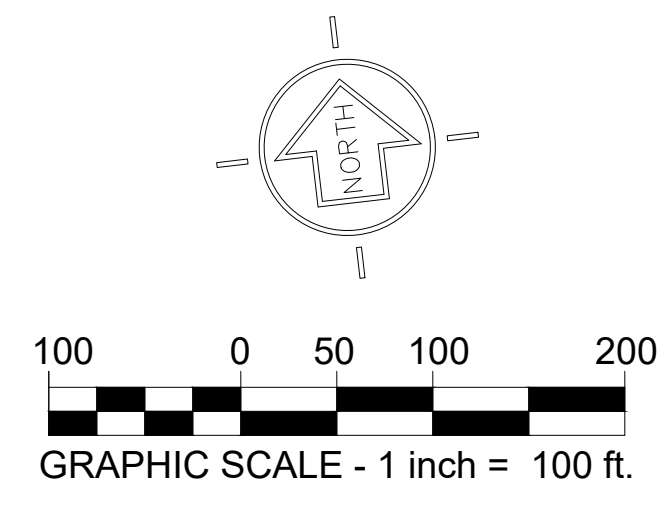
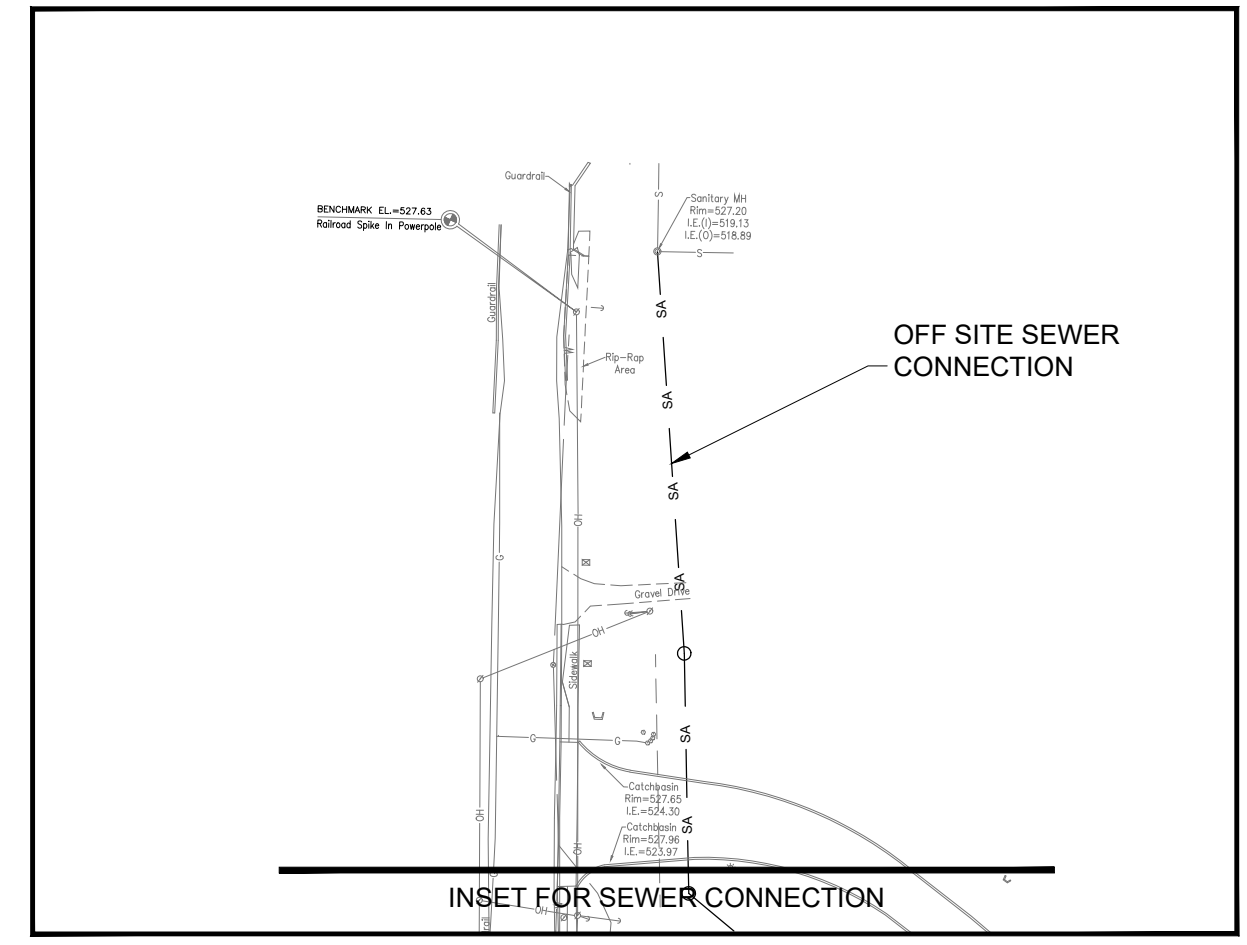
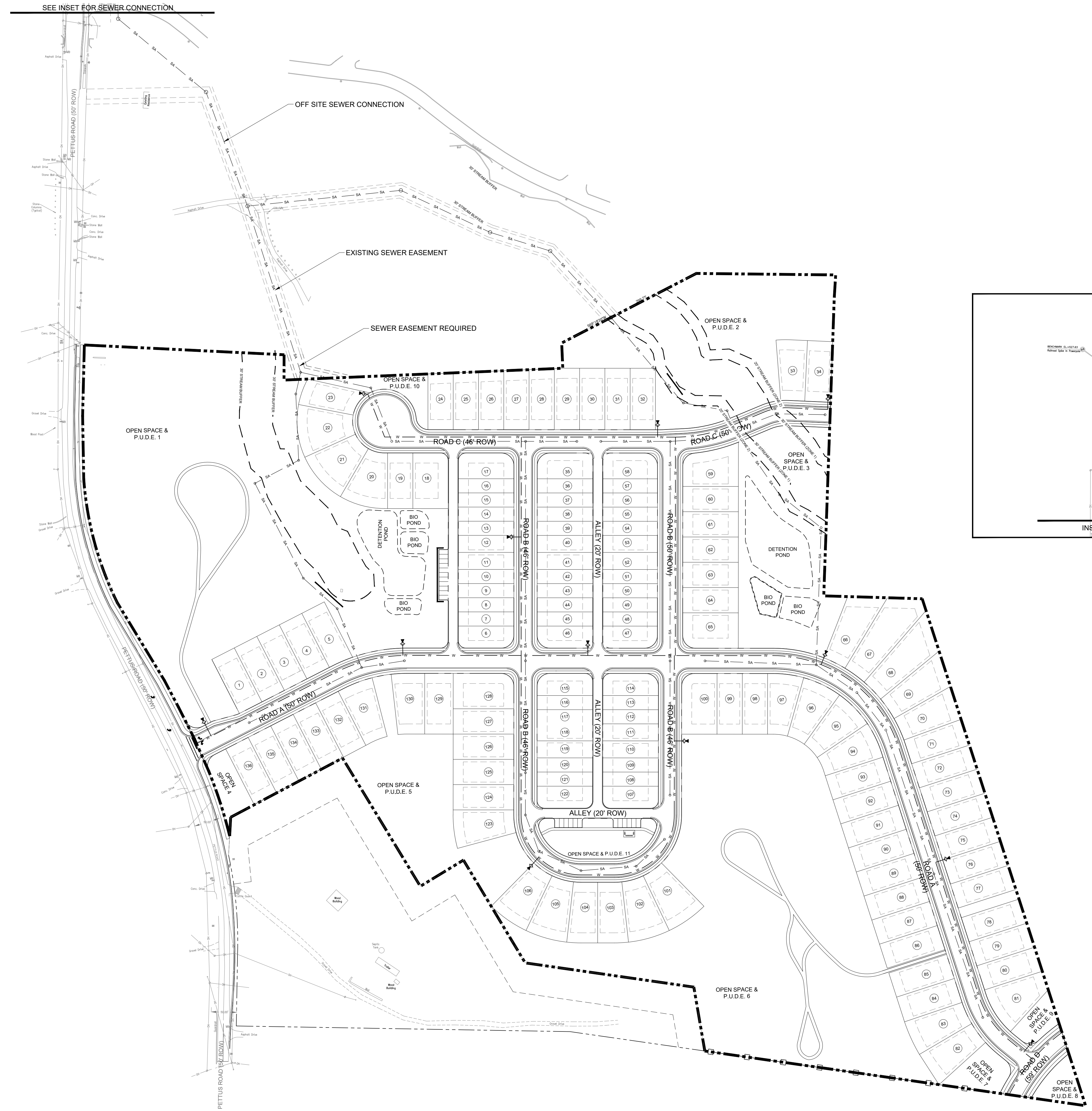
ISSUANCE/REVISION NOTES:  
- PLAN DATE: SEPTEMBER 16, 2020

- A NONE
- B NONE
- C NONE
- D NONE

UTILITY PLAN

C4.0

LSC 16079







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-522, **Version:** 1

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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 AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), all of which is described herein (Proposal No. 2020Z-118PR-001).

Map 163, Parcel(s) 054-055, William B. Owen and Jean Marie Owen  
Application fee paid by: Paragon Group, LLC  
Requested by: Catalyst Design Group

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 AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), being Property Parcel Nos. 054, 055 as designated on Map 163-00 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 Map 163 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.

Replace with Agenda Analysis Text

ORDINANCE NO. BL2020 – 522

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 AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), all of which is described herein (Proposal No. 2020Z-118PR-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 AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), being Property Parcel Nos. 054, 055 as designated on Map 163-00 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 Map 163 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.

INTRODUCED BY:



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Councilmember Joy Styles

2020Z-118PR-001

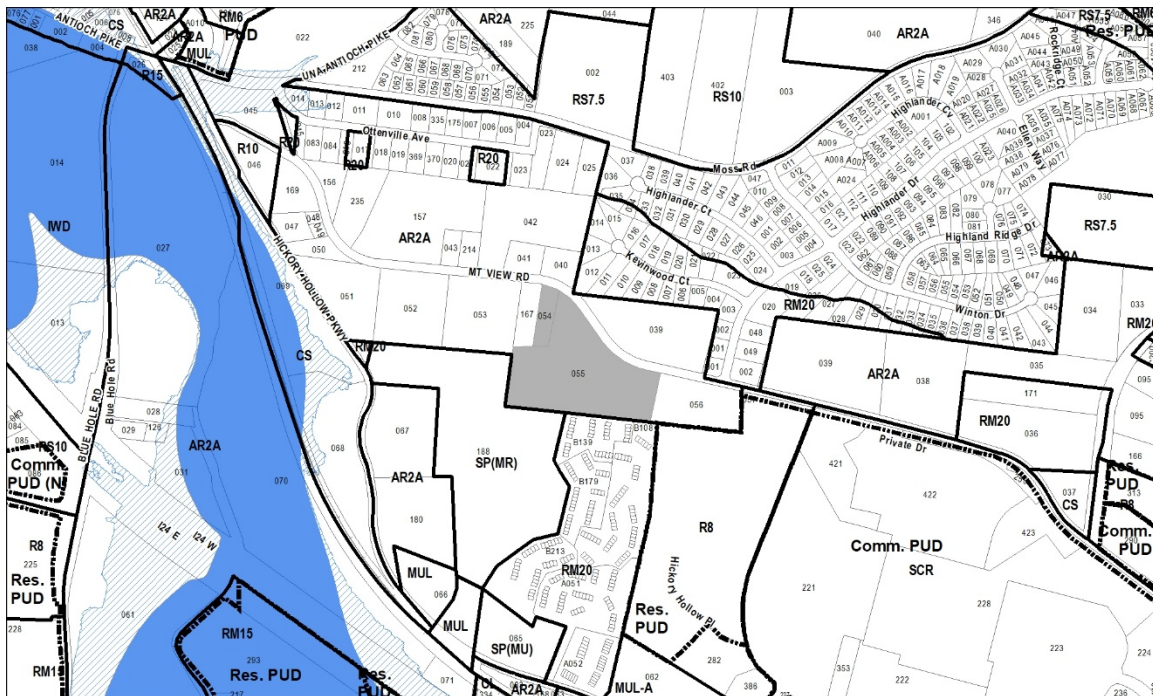
Map 163, Parcel(s) 054-055

Subarea 13, Antioch - Priest Lake

District 32 (Styles)

Application fee paid by: Paragon Group, LLC

A request to rezone from AR2a to RM20-NS zoning for properties located at 5118 Mt. View Road and Mt. View Road (unnumbered), approximately 360 feet west of Highlander Drive (9.4 acres), requested by Catalyst Design Group, applicant; Barbara Earthly, William B. Owen and Jean Marie Owen, owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-525, **Version:** 1

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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 R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), all of which is described herein (Proposal No. 2020Z-128PR-001).

Map 121-11-0-A, Parcel(s) 005, Duke-Weeks Realty L.P.  
Application fee paid by: John Ditto and Laurel Ditto  
Requested by: StateStreet Group LLC

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 R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), being Property Parcel No. 005 as designated on Map 121-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the 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 Map 121 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. No access to Ned Shelton Road shall be permitted.

Section 4. 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.

ORDINANCE NO. BL2020 - 525

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 R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), all of which is described herein (Proposal No. 2020Z-128PR-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 R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), being Property Parcel No. 005 as designated on Map 121-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the 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 Map 121 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. No access to Ned Shelton Road shall be permitted.

Section 4. 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.

INTRODUCED BY:



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Councilmember Delishia Porterfield

2020Z-128PR-001

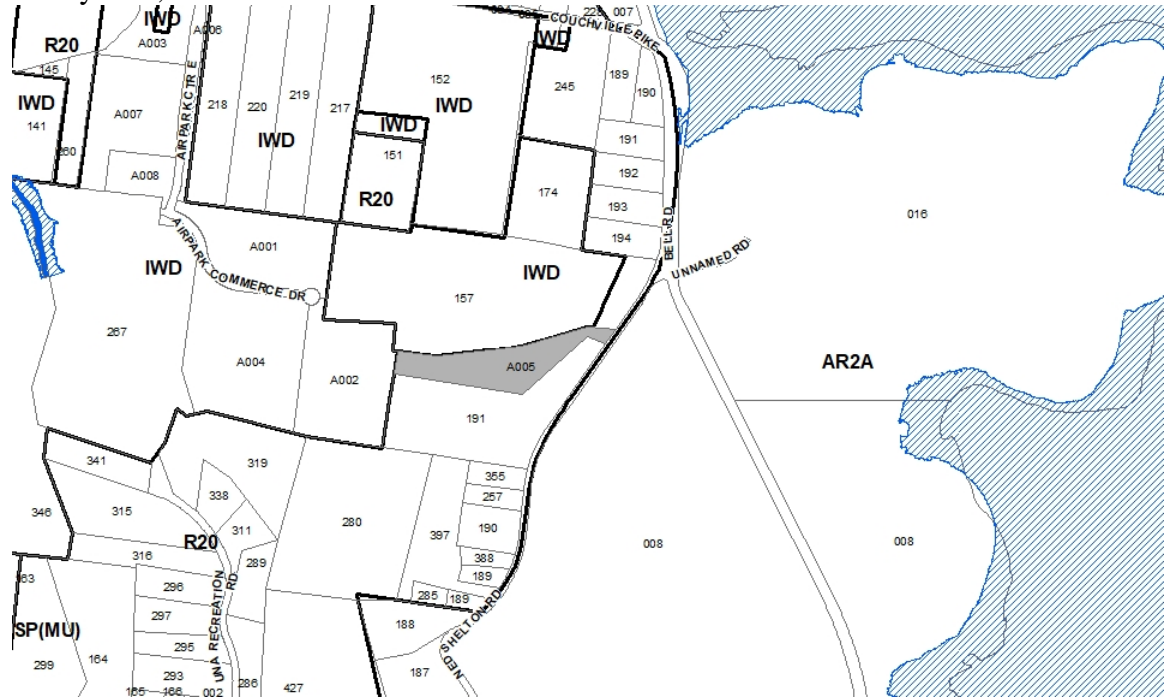
Map 121-11-0-A, Parcel(s) 005

Subarea 13, Antioch - Priest Lake

District 29 (Porterfield)

Application fee paid by: John Ditto and Laurel Ditto

A request to rezone from R20 to IWD zoning for property located at Ned Shelton Road (unnumbered), southwest of the intersection of Ned Shelton Road and Bell Road (7.27 acres), requested by StateStreet Group LLC, applicant; Duke-Weeks Realty L.P., owner.







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-529, **Version:** 1

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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 SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

Map 117-14, Part of Parcel(s) 148, Green Hills Court GP

Application fee paid by: Michael E Twomey

Requested by: Dale and Associates

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 SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, being Part of Property Parcel No. 148 as designated on Map 117-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 117 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to Animal boarding facility, kennel, and all uses of SCR

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

1. With the final site plan and building permit submittal, the applicant shall identify noise mitigation construction materials and features of the building design.
2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. 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
4. Comply with all conditions and requirements of Metro reviewing agencies.

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 SCR zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Replace with Agenda Analysis Text



ORDINANCE NO. BL2020 - 529

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 SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, all of which is described herein (Proposal No. 2020SP-031-001).

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 SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, being Part of Property Parcel No. 148 as designated on Map 117-14 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 117 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to Animal boarding facility, kennel, and all uses of SCR

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

1. With the final site plan and building permit submittal, the applicant shall identify noise mitigation construction materials and features of the building design.

2. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
3. 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
4. Comply with all conditions and requirements of Metro reviewing agencies.

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 SCR zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:



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Councilmember Russ Pulley

2020SP-031-001

DOGTOPIA - GREEN HILLS

Map 117-14, Part of Parcel(s) 148, Green Hills Court GP

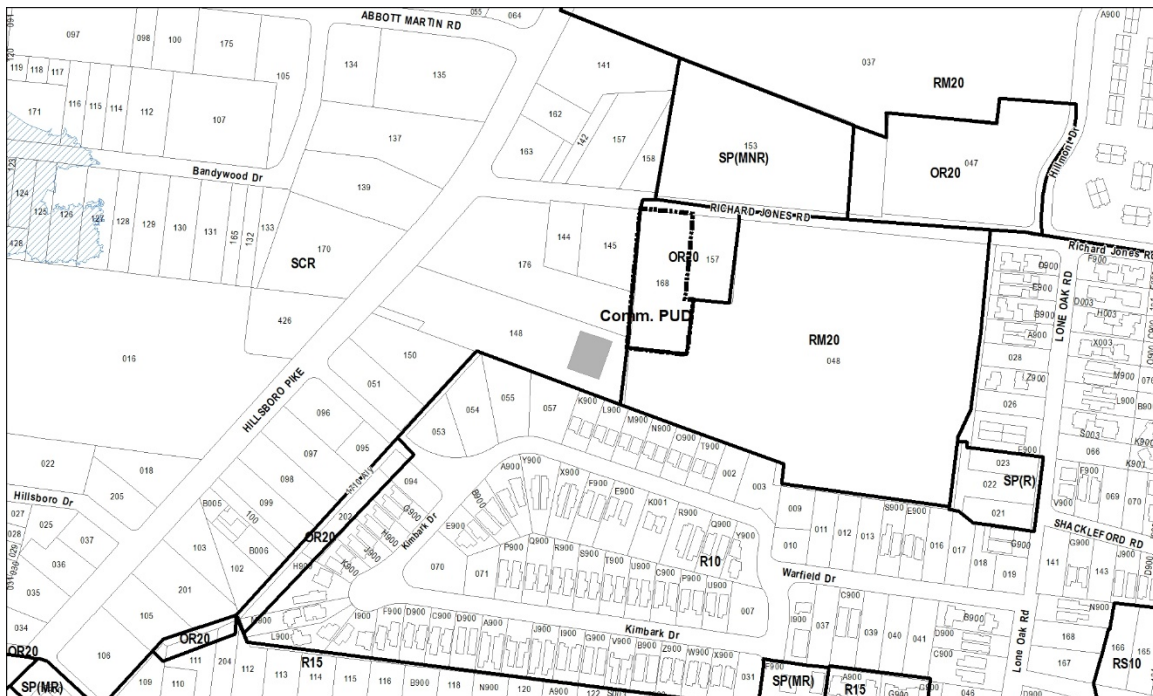
Application fee paid by: Michael E Twomey

Subarea 10, Green Hills - Midtown

District 25 (Pulley)

Application fee paid by: Michael E Twomey

A request to rezone from SCR to SP zoning for a portion of property located at 4004 Hillsboro Pike, approximately 345 feet south of Richard Jones Road and within the Green Hills Urban Design Overlay District (0.13 acres), to permit animal boarding facility, dog kennel and all uses permitted in SCR zoning, requested by Dale and Associates, applicant; Green Hills Court GP, owner.



### **Dogtopia – Green Hills Specific Plan (SP)**

Development Summary	
SP Name	Dogtopia – Green Hills
SP Number	2020SP-031-001
Council District	25
Map & Parcel	Map 117-14 Parcel 148

Site Data Table	
Site Data	5800 sq ft.
Existing Zoning	SCR
Proposed Zoning	SP
Allowable Land Uses	All uses per SCR and also “Dog Kennel” and “Animal Boarding Facility”

#### Specific Plan (SP) Standards

1. All existing SCR regulations and uses still apply. This SP simply adds the uses of “Dog Kennel” and “Animal Boarding Facility”.

### **Dogtopia – Green Hills Specific Plan (SP)**

Development Summary	
SP Name	Dogtopia – Green Hills
SP Number	2020SP-031-001
Council District	25
Map & Parcel	Map 117-14 Parcel 148

Site Data Table	
Site Data	5800 sq ft.
Existing Zoning	SCR
Proposed Zoning	SP
Allowable Land Uses	All uses per SCR and also “Dog Kennel” and “Animal Boarding Facility”

#### Specific Plan (SP) Standards

1. All existing SCR regulations and uses still apply. This SP simply adds the uses of “Dog Kennel” and “Animal Boarding Facility”.



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-565, **Version:** 1

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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 RS7.5 and R6 to SP zoning for properties located at 819 W Trinity Lane, W Trinity Lane (unnumbered), and Brownlo Street (unnumbered), at the northwest corner of W Trinity Lane and Brownlo Street (12.14 acres), to permit 312 multi-family residential units, all of which is described herein (Proposal No. 2020SP-044-001).

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 RS7.5 and R6 to SP zoning for properties located at 819 W Trinity Lane, W Trinity Lane (unnumbered), and Brownlo Street (unnumbered), at the northwest corner of W Trinity Lane and Brownlo Street (12.14 acres), to permit 312 multi-family residential units, being Property Parcel Nos. 100, 101, 102 as designated on Map 070-04 and Property Parcel No. 008, 009, 232 as designated on Map 070-08 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

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

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 312 multi-family residential units. Short term rental properties - owner occupied and short term rental properties - not owner occupied are prohibited.

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

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Homeowner's Association.
3. 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.
4. Comply with all conditions and requirements of Metro reviewing agencies.

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 RM60-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 070-04, Parcel(s) 100-102  
Map 070-08, Parcel(s) 008-009, 232/ REI615 LLC, and Pablo Martin Maldonado  
Requested by: Kimley-Horn



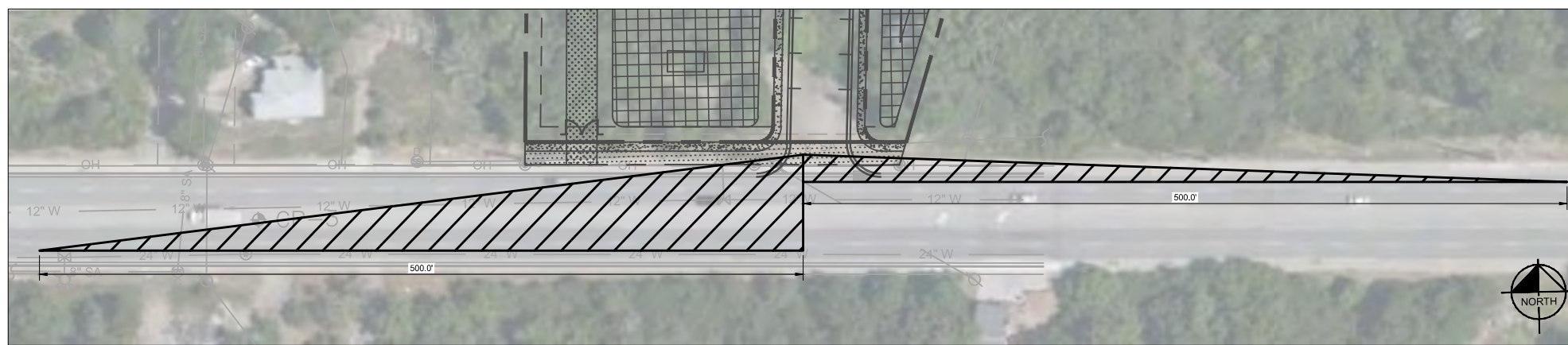




This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Ruse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.





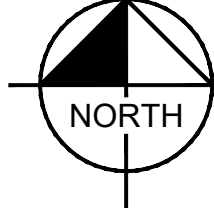
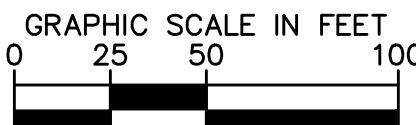
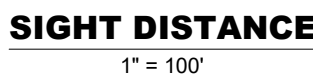


PUBLIC WORKS NOTES	
	<p>THE DEVELOPERS FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. IN EFFECT AT THE TIME OF APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE. FINAL DESIGN MAY VARY BASED ON FIELD CONDITIONS.</p>
2.	ALL ROW DESIGNATIONS ARE TO BE RECORDED PRIOR TO ISSUANCE OF THE BUILDING PERMITS.
3.	STORMWATER DISCHARGES ARE TO BE COORDINATED WITH MPW AND METRO STORMWATER. POINT SOURCE DISCHARGE WILL NOT BE PERMITTED.

# SP DEVELOPMENT STANDARDS

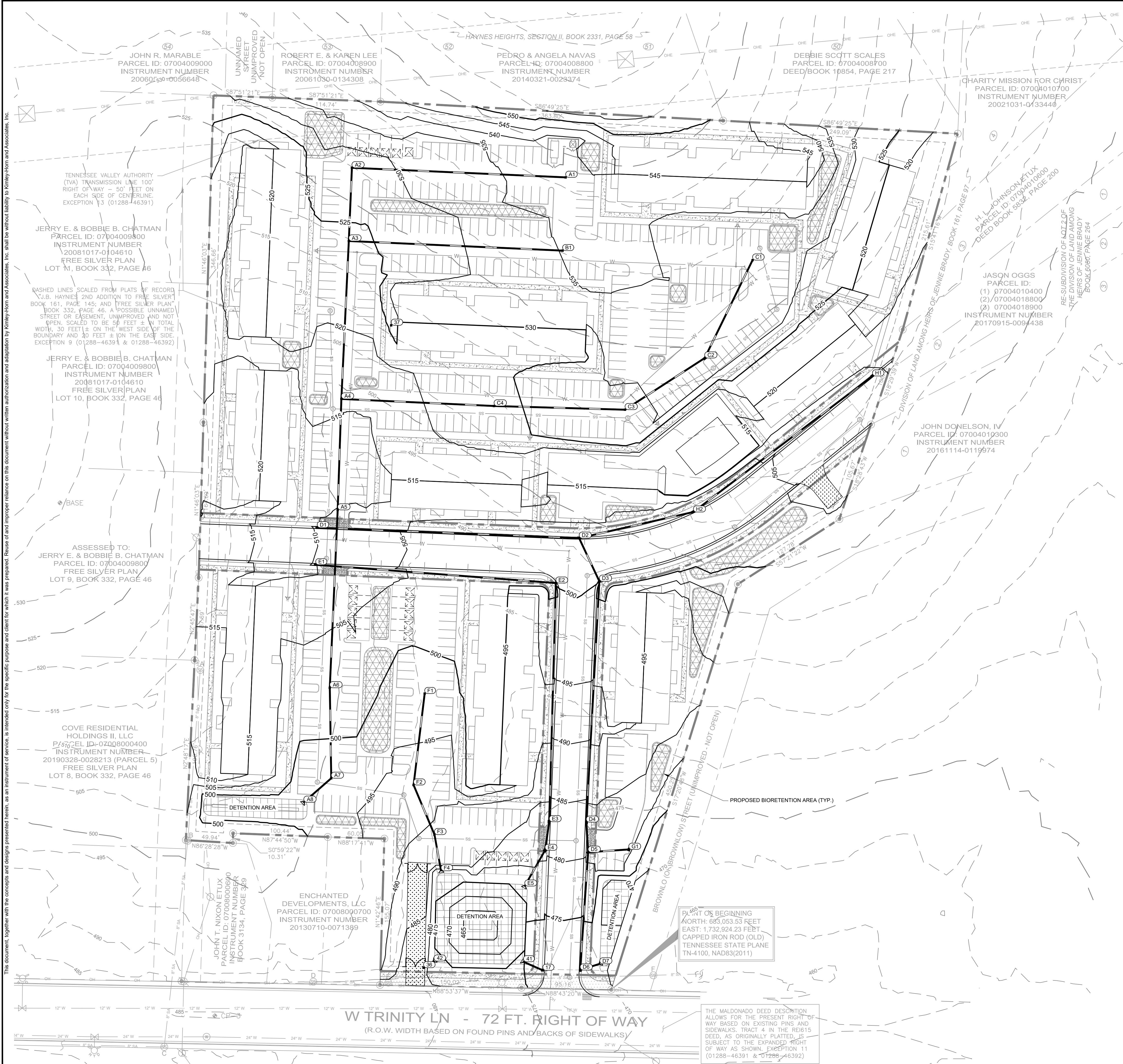
1. THE PURPOSE OF THIS SP IS TO RECEIVE PRELIMINARY APPROVAL TO PERMIT A MULTI-FAMILY DEVELOPMENT TO INCLUDE UP TO 312 MULTI-FAMILY RESIDENTIAL UNITS.
2. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE TO THE EXISTING GROUND ELEVATION WITH A TOLERANCE OF +/- 0.75-8.60 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
3. THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AS IDENTIFIED BY FEMA ON MAPS OR WITHIN A FLOOD HAZARD IDENTIFICATION ZONE.
4. ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
5. WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARD, SHALL BE PROVIDED AT ALL STREET CROSSINGS.
6. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METRO FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
7. FLOOD ALERTS SHALL BE PROVIDED TO THE DEVELOPER. FLOOD FORTH BY THE METRO STORMWATER MANUAL, (MINIMUM DRAINAGE CURVE IN METRO RIGHT OF WAY IS 15' CPM).
8. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
9. MINOR MODIFICATIONS TO THE METROPOLITAN SP MAY BE APPROVED BY THE PLANNING DEPARTMENT FOR ITS DESIGN AND CONSTRUCTION. MAJOR MODIFICATIONS TO THE SITE SPECIFICATION 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 THROUGH THIS ENACTING ORDINANCE, OR ADD VEHICULAR ACCESS POINTS NOT CURRENTLY PRESENT OR APPROVED.
10. FOR ANY DEVELOPMENT STANDARDS, REGULATIONS AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE SP PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE METRO CITY ZONING REGULATION AND THE METRO CITY ZONING DISTRICT MAP AS OF THE DATE OF THE APPLICABLE REQUEST OF APPLICATION.
11. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE METRO CITY ZONING REGULATION AND THE METRO CITY ZONING DISTRICT MAP.
12. APPROVAL OF A SPECIFIC PLAN DOES NOT EXEMPT ANY PARCEL SHOWN ON THE PLAN OR ANY DEVELOPMENT WITHIN THE SP FROM COMPLIANCE WITH ALL PROVISIONS OF THE METRO ZONING CODE WITH RESPECT TO FLOODPLAIN, STEEP SLOPES, UNSTABLE SOILS, EROSIONLESS ROCK OUTCROPPINGS, STREAMS, SPRINGS AND CRITICAL ZONES.
13. THE DEVELOPER OF THE PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE SP ADOPTED TREE ORDINANCE PERM METRO CODE. THE DEVELOPMENT WILL PROVIDE A 1-BUILDING AND THE EXISTING LANDSCAPE WITHIN THE PROPERTY AND UTILIZE THE B-3 LANDSCAPE BUFFERING YARD STANDARDS.
14. ALL SURFACE PARKING AREAS MUST MEET THE "PARKING AREA SCREENING AND LANDSCAPING" REQUIREMENTS SPECIFIED IN THE METRO ZONING CODE.
15. THE DEVELOPER SHALL PROVIDE A 10' BUFFER FROM THE EXISTING WASHINGTON SILT LOAM AND BARFIELD ROCK OUTCROP COMPLEX (AR AND BBD, MAX 20% SLOPES). THESE SOILS ARE NOT "PROBLEM SOILS" AS NOTED PER METRO ZONING CODE.
16. SITE SLOPES RANGER FROM 5-20%, THERE ARE NO NATURALLY OCCURRING SLOPES OVER 20%.
17. THERE ARE NO KNOWN EXISTING WETLANDS WITHIN THE SP BOUNDARY.
18. SIGNAGE SHALL MEET METRO DESIGN STANDARDS AND BE REVIEWED WITH THE BUILDING DEPARTMENT.
19. ALL DEVELOPMENTS WITHIN THE BOUNDARIES OF THIS PLAN SHALL BE BASED ON THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT, AND THE METRO CITY ZONING CODE.
20. THE REQUIREMENTS OF METRO FIRE MARSHAL'S OFFICE ADEQUATE WATER SUPPLY FOR FIRE PROTECTION MUST BE MET PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS. THE REQUIREMENTS OF METRO FIRE MARSHAL'S OFFICE FOR TWO POINTS FOR VEHICULAR ACCESS TO THE PROPERTY AND PROVIDE ADEQUATE PUBLIC ROAD CONNECTIONS TO THE ADJACENT PARKINGS WHEN DEVELOPED.
21. ALL PROPOSED PUBLIC UTILITIES AND SERVICES SHALL BE INSTALLED UNDERGROUND.
22. THE OVERHEAD POWER LINES SHALL BE PRIVATE TOWER UNDERGROUND.
23. THE PARKING REQUIREMENTS FOR THE DEVELOPMENT WILL BE 400 MINIMUM PARKING SPACES ON PRIVATE PROPERTY.

OWNER CHART			
OWNER	TAX PARCEL NO.	PARCEL #	ADDRESS
REI615, LLC	0700800800	008	0 W TRINITY LN, NASHVILLE, TN 37207
MALDONADO, PABLO MARTIN	0700800900	009	819 W TRINITY LN, NASHVILLE, TN 37207
REI615, LLC	0700823020	232	0 W TRINITY LN, NASHVILLE, TN 37207
REI615, LLC	0700401000	100	0 BROWNLO ST, NASHVILLE, TN 37207
REI615, LLC	0700401010	101	0 BROWNLO ST, NASHVILLE, TN 37207
REI615, LLC	0700401020	102	0 BROWNLO ST, NASHVILLE, TN 37207

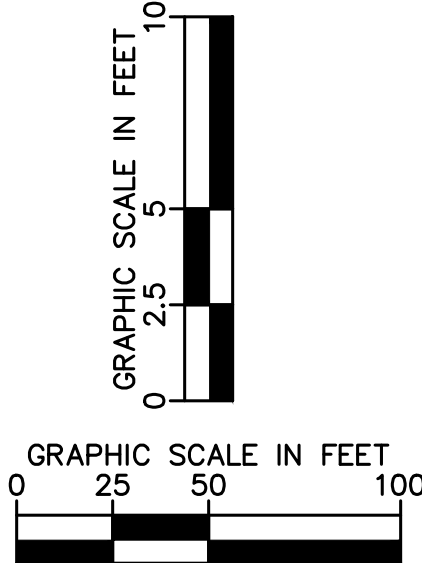
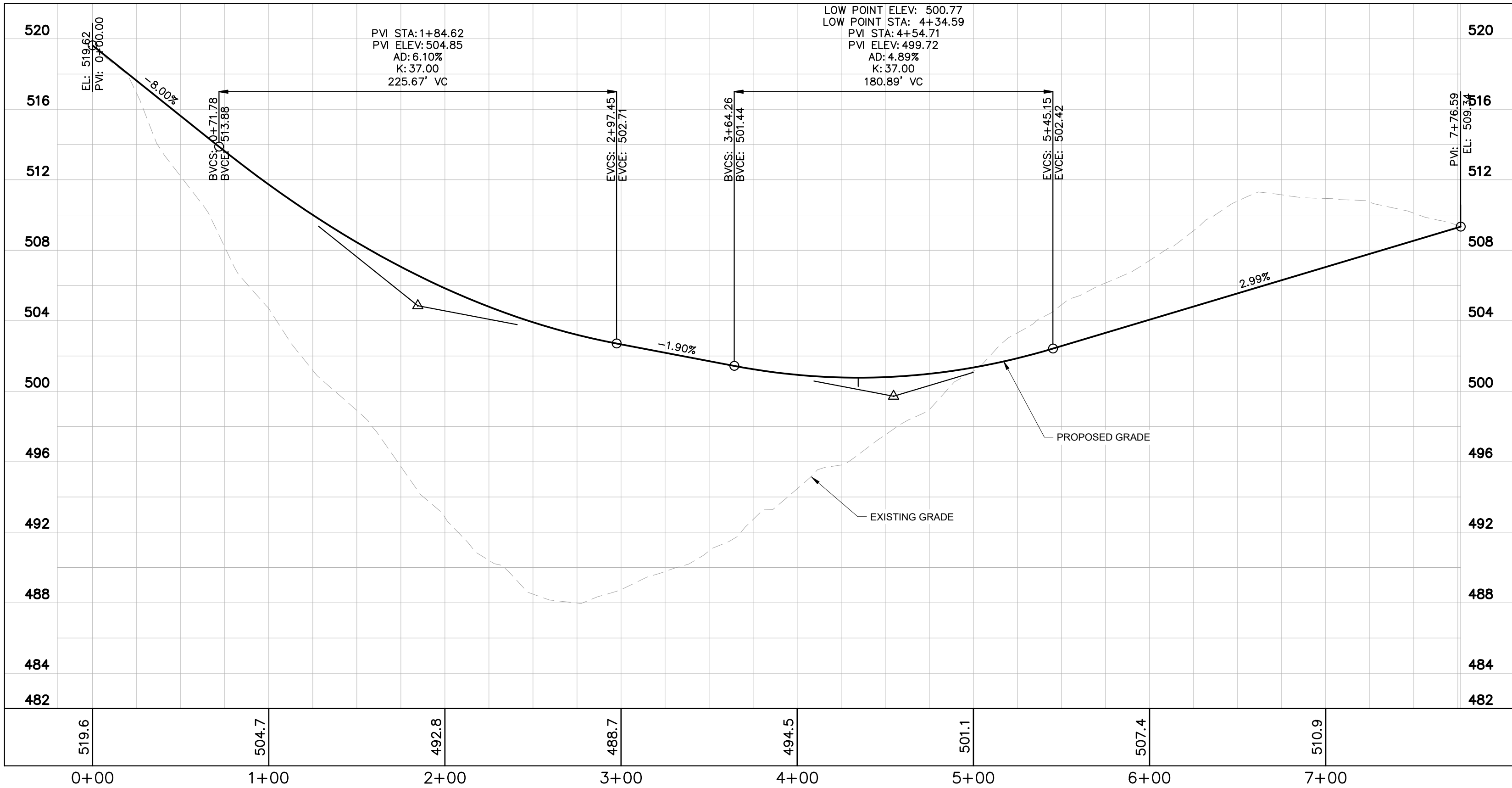
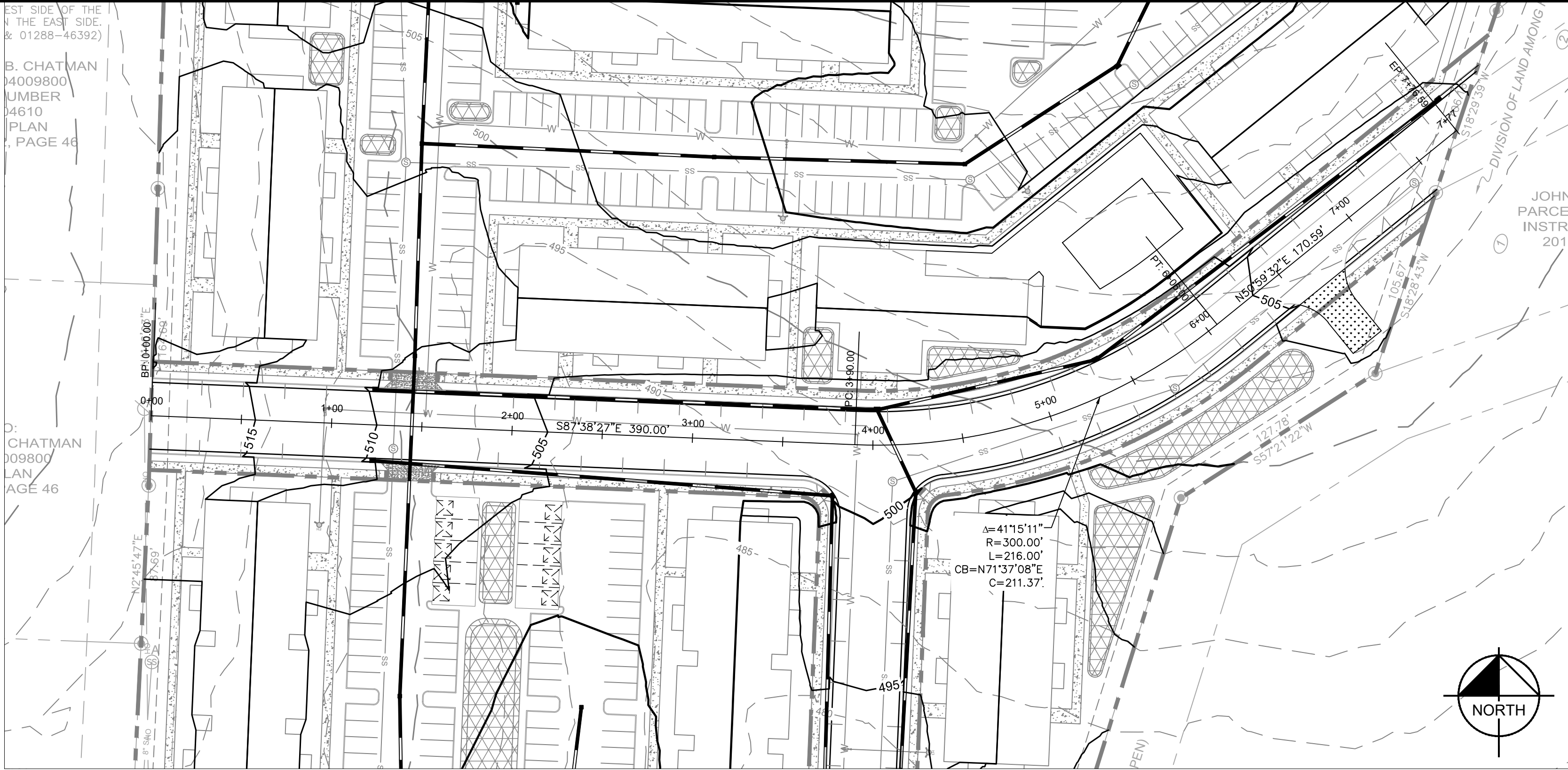




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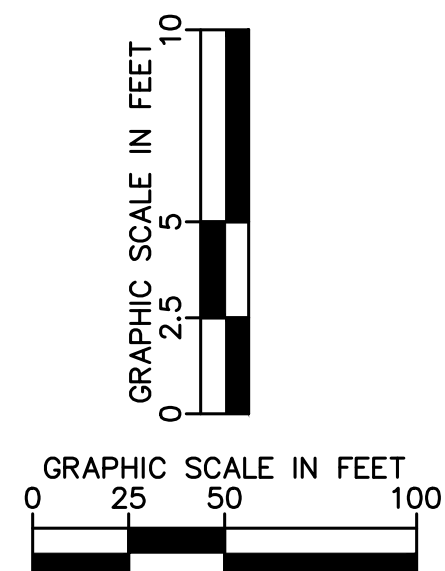
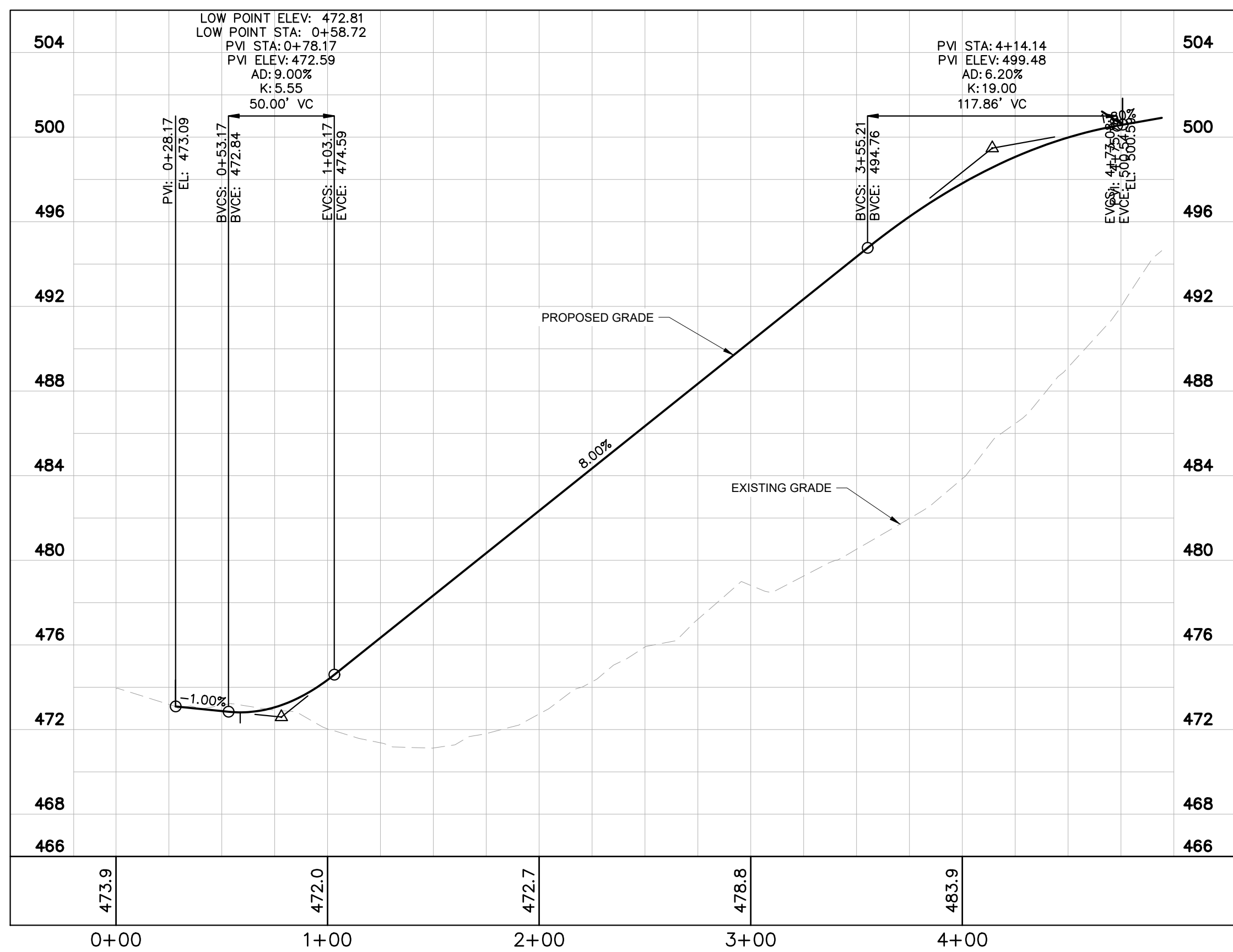


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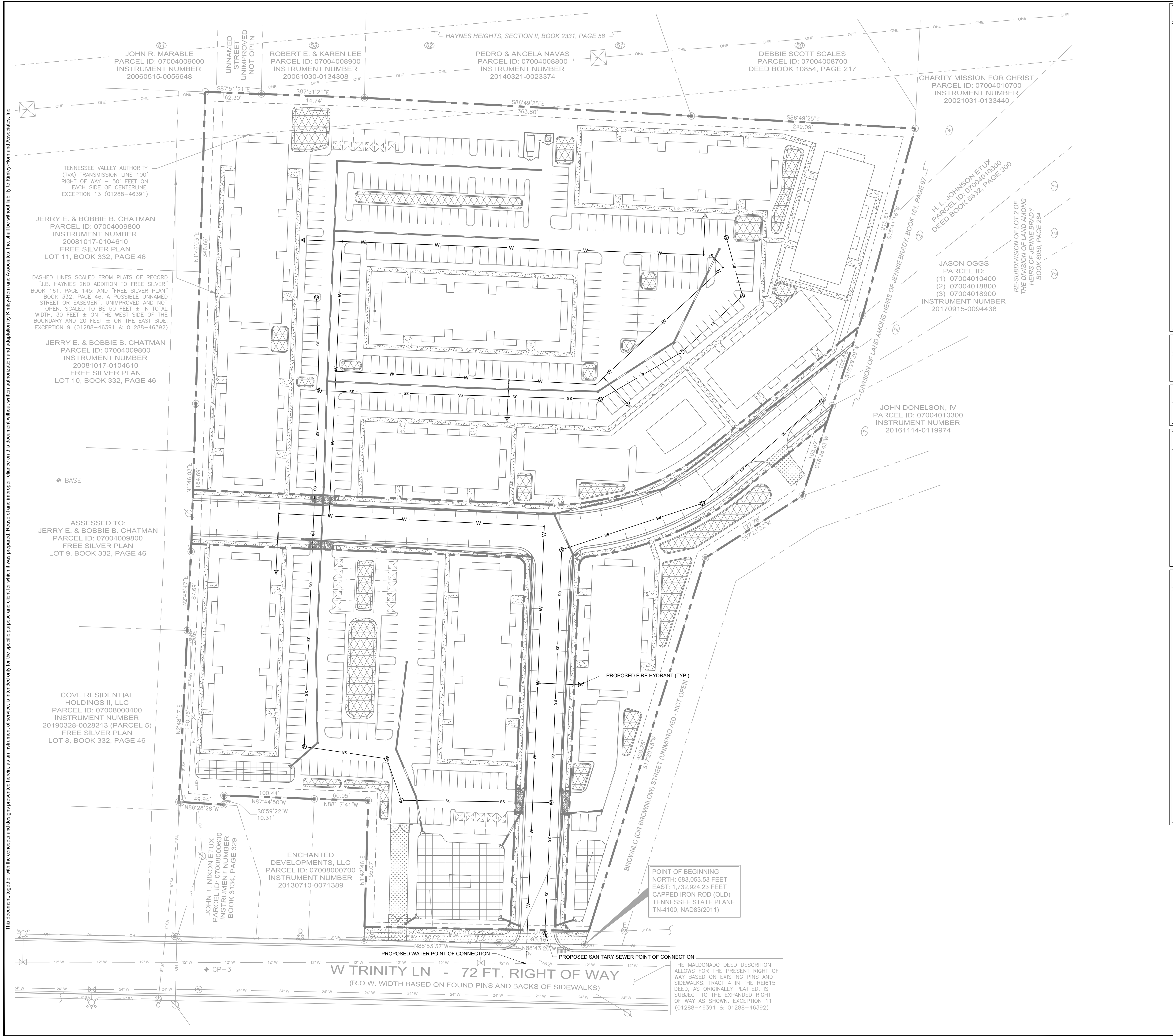


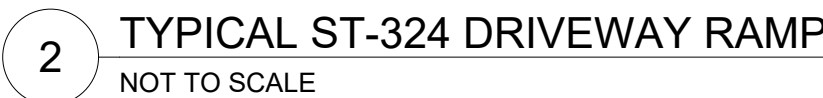


Drawing name: K:\NSH\_LDEV\018974007 - W Trinity Ln\4-CADD\PlanSheets\C5-00 ROADWAY PLAN AND PROFILE.dwg C5-00 ROADWAY PLAN AND PROFILE - N-S ROAD Oct 08, 2020 12:01pm by: megan.barrett



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2020SP-044-001

WEST TRINITY

Map 070-04, Parcel(s) 100-102

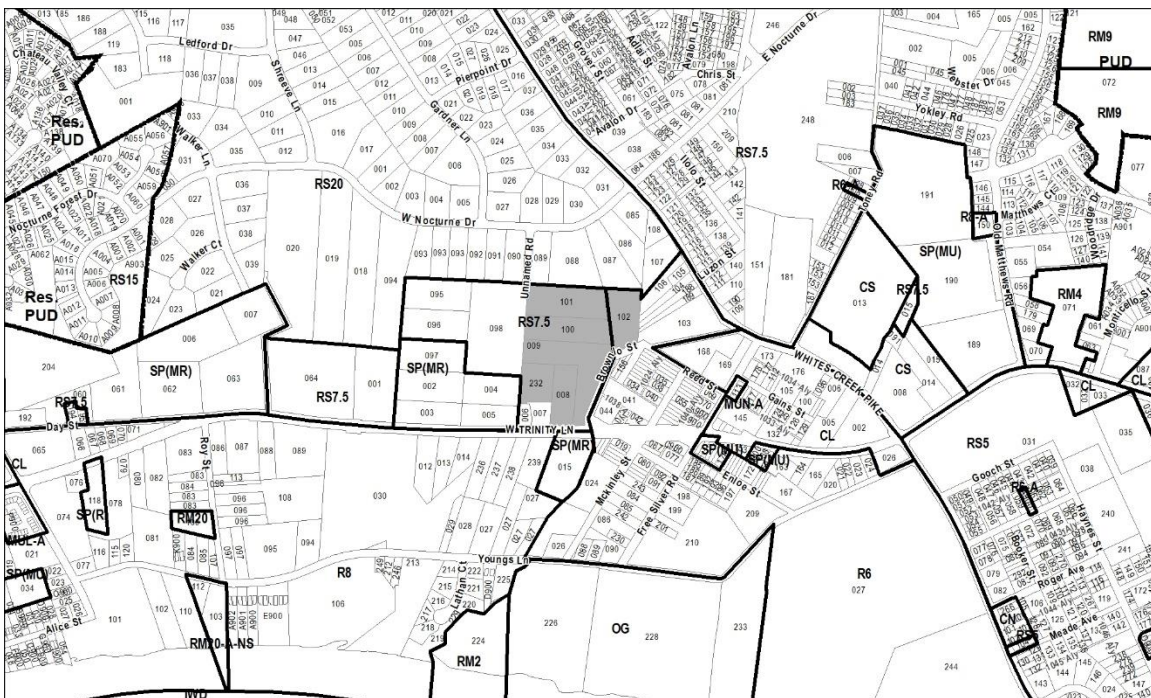
Map 070-08, Parcel(s) 008-009, 232

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: LIV Development LLC

A request to rezone from RS7.5 and R6 to SP zoning for properties located at 819 W Trinity Lane, W Trinity Lane (unnumbered), and Brownlo Street (unnumbered), at the northwest corner of W Trinity Lane and Brownlo Street (12.14 acres), to permit 312 multi-family residential units, requested by Kimley-Horn, applicant; REI615 LLC, and Pablo Martin Maldonado, owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-566, **Version:** 1

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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 RS15 to SP zoning for properties located at 3941 and 3957 Dodson Chapel Road, approximately 175 feet south of Central Pike (3.64 acres), to permit a multi-family development, all of which is described herein (Proposal No. 2020SP-042-001).

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 RS15 to SP zoning for properties located at 3941 and 3957 Dodson Chapel Road, approximately 175 feet south of Central Pike (3.64 acres), to permit a multi-family development, being Property Parcel Nos. 149, 150 as designated on Map 086-00 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Property Parcel Nos. 149, 150 as designated on Map 086-00 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 60 multi-family residential units and a maximum of 5,200 square feet of live-work space. The permitted uses of live-work units shall be limited to the uses of MUL-A zoning district. Short term rental property (STRP) owner occupied and not owner occupied shall be prohibited.

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

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Homeowner's Association.
3. 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.
4. Comply with all conditions and requirements of Metro reviewing agencies.
5. Rights-of-way shall be dedicated by Final Plat or through instrument prior to the approval of any final

site plan.

6. Parking shall comply with requirements of the Metro Zoning Code.

7. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the Preliminary SP for review and approval.

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 RM20-A for multi-family uses, MUL-A for live-work uses zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 086, Parcel(s) 149-150/Dodson Chapel Developments LLC  
Requested by: Dodson Chapel Developments LLC



SEPTEMBER 16, 2020

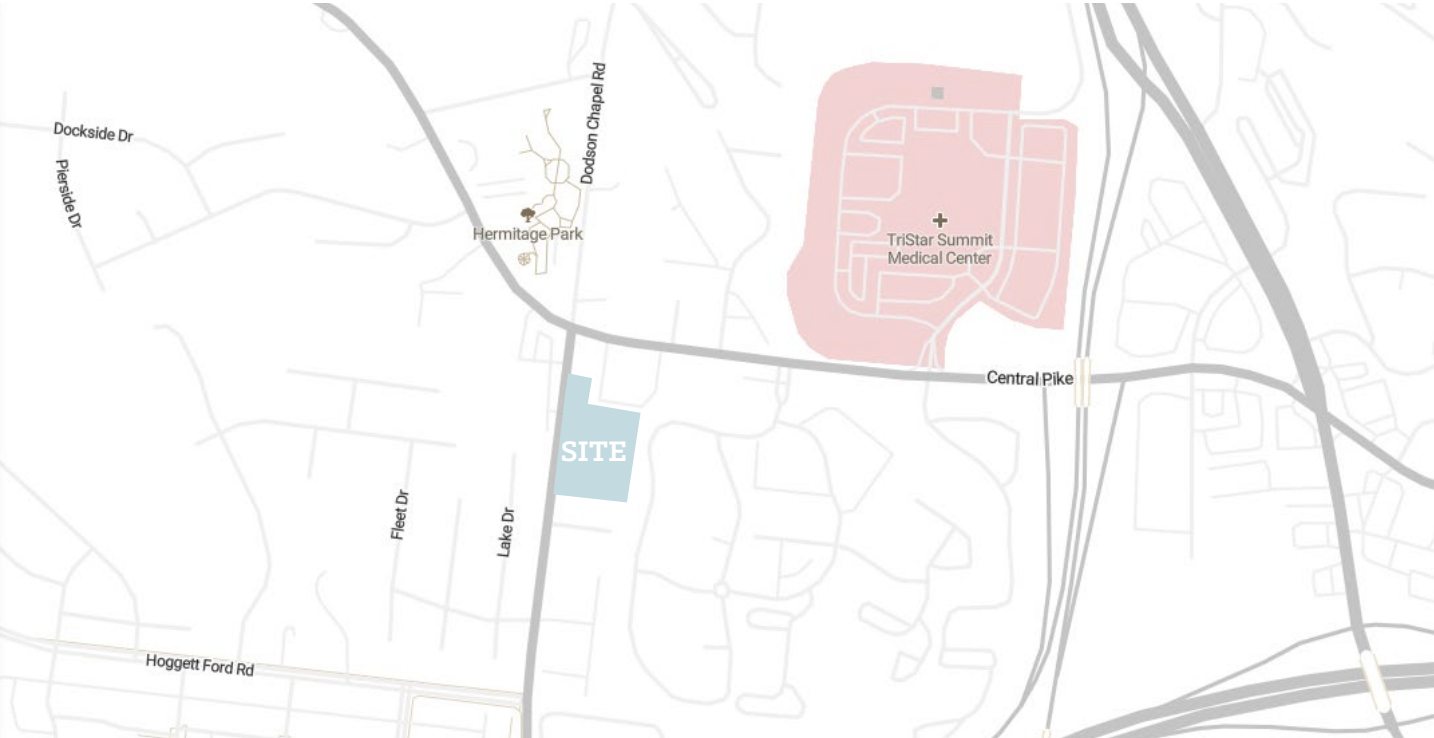
**2020SP-042-001**

*Dodson Square*

Preliminary Specific Plan

BACKGROUND AND BASE INFORMATION

SITE LOCATION AND OWNERSHIP INFORMATION



Site Area:	+/- 3.65 acres (combined)		
Site Address:	3941 & 3957 Dodson Chapel Road Nashville, Tennessee 37207		
Site Tax Parcels:	08600014900 08600015000		
Council District:	#14- Kevin Rhoten		
Owner of Record:	Dodson Chapel Development, LLC 992 Davidson Drive Ste B Nashville, TN 37205	Bobby Beadle and Justin Morris 980 Aqua Drive Gallatin, TN 37076	
Developer:	Ben Miskelly 2844 Surrey Road Nashville, TN 37214 ATTN: Ben Miskelly, AICP benmiskelly@gmail.com		

SITE SURVEY

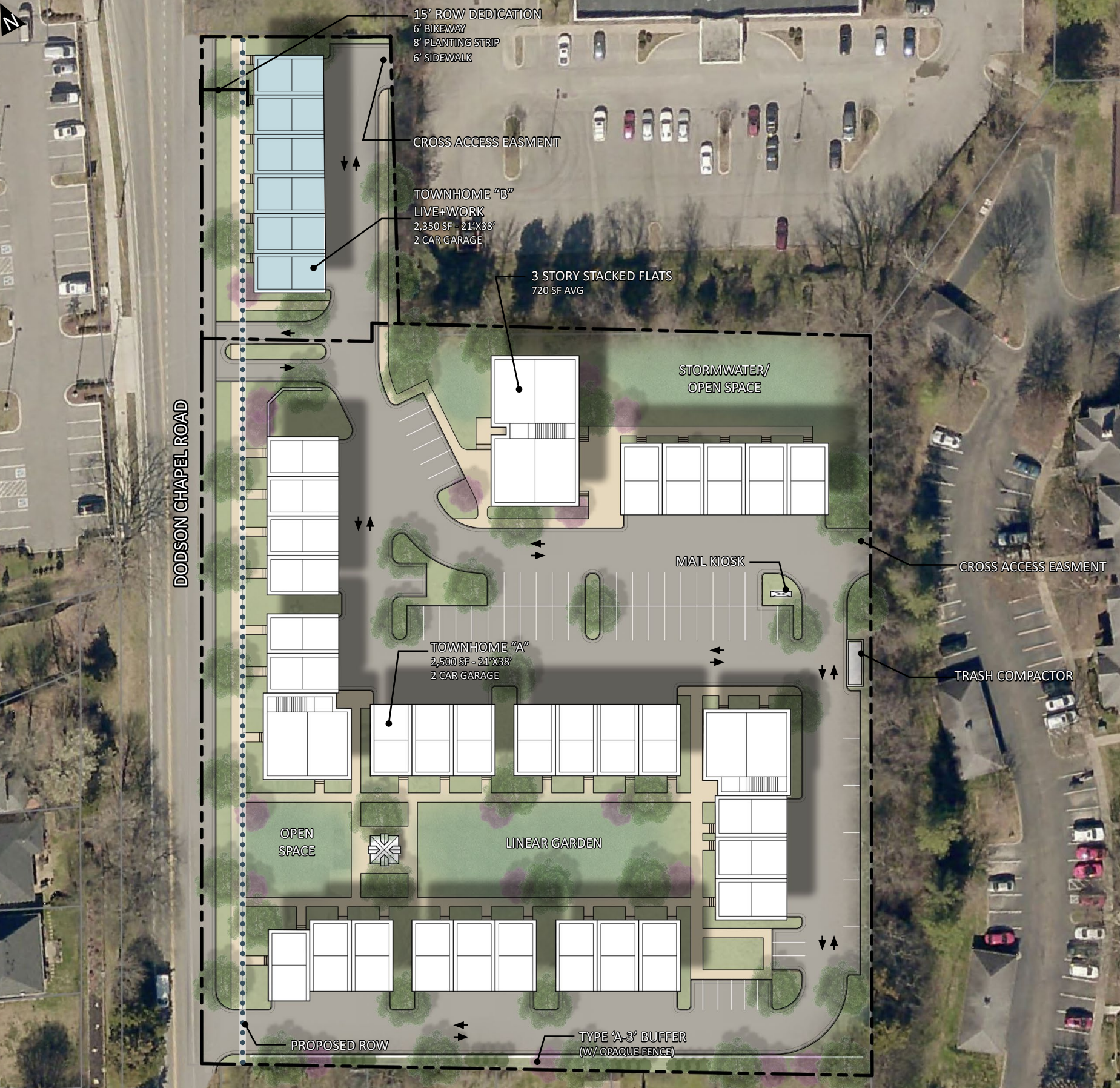
SITE ZONING AND LAND USE POLICY



Parcel A:	08600014900 - 3941 Dodson Chapel	
Zoning:	Existing- RS15 (Single Family- 15,000sf/lot)	Proposed- SP (Specific Plan)
Policy:	T3- Suburban Neighborhood Evolving  Create and enhance suburban neighborhoods with the best qualities of classic suburban neighborhoods— greater housing choice, improved connectivity, and more creative, innovative, and environmentally sensitive development techniques.	
Community Plan:	Donelson-Hermitage-Old Hickory	
Parcel B:	08600015000 - 3957 Dodson Chapel	
Zoning:	Existing- RS15 (Single Family- 15,000sf/lot)	Proposed- SP (Specific Plan)
Policy:	T3- Suburban Neighborhood Center  Enhance and create suburban neighborhood centers that are compatible with the general character of suburban neighborhoods as characterized by the service area, development pattern, building form, land use, and associated public realm	
Community Plan:	Donelson-Hermitage-Old Hickory	



SITE PLAN AND BULK STANDARDS



FULL SCALE SITE PLAN ATTACHED TO SUBMITTAL

BULK STANDARDS

**Zoning and Uses**

**Permitted Uses:** Live+Work <sup>(1)</sup>  
Multifamily,  
Single-Family Attached,  
Single-Family Detached

**Prohibited Uses:** Short Term Rental:  
Owner Occupied and Not- Owner Occupied

**“Fall-Back” Zoning:** MUL-A (T3NC)  
RM 20-A (T3NE)

HEIGHT	RESIDENTIAL	LIVE+WORK
TOTAL HEIGHT <sup>(2)</sup>		
STACKED FLATS	3 STORIES IN 50’	N/A
TOWNHOMES	3 STORIES IN 45’	3 STORIES IN 50’
RAISED FOUNDATION <sup>(3)</sup>	18” - 48”	0”-48”

SITE STANDARDS	
FAR	2.5
ISR	0.8
BUILD-TO	
STREET	0-10’
OPEN SPACE	0’-5’
SETBACK	
REAR	20’
SIDE	5’
BUILDING SEPARATION	5’ MINIMUM

GLAZING	RESIDENTIAL	LIVE+WORK
STACKED FLATS		
GROUND FLOOR	30%	N/A
UPPER FLOORS	15%	N/A
TOWNHOMES		
GROUND FLOOR	20%	25%
UPPER FLOORS	15%	15%

1. Live+Work units are permitted to provide up to 750 SF for commercial uses on the ground floor of units located in the T3NC Policy. Total commercial square footage for the development may not exceed 5,200 SF for the entire development. Uses shall be in conformance with the MUL-A zoning district.

2. Height measured from grade level to bottom of eave. Towers, roof forms, stairwells, and other rooftop unconditioned space shall be excluded from height calculations. Height measured per Metro Zoning Code.

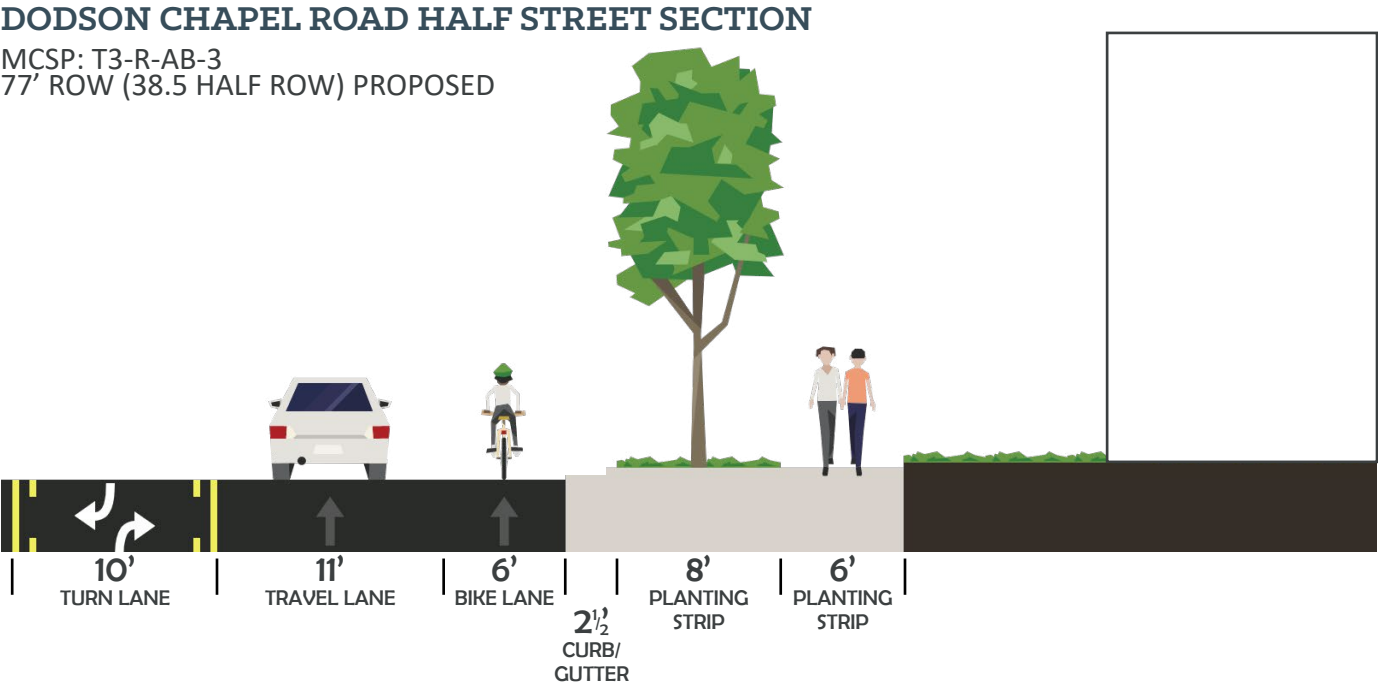
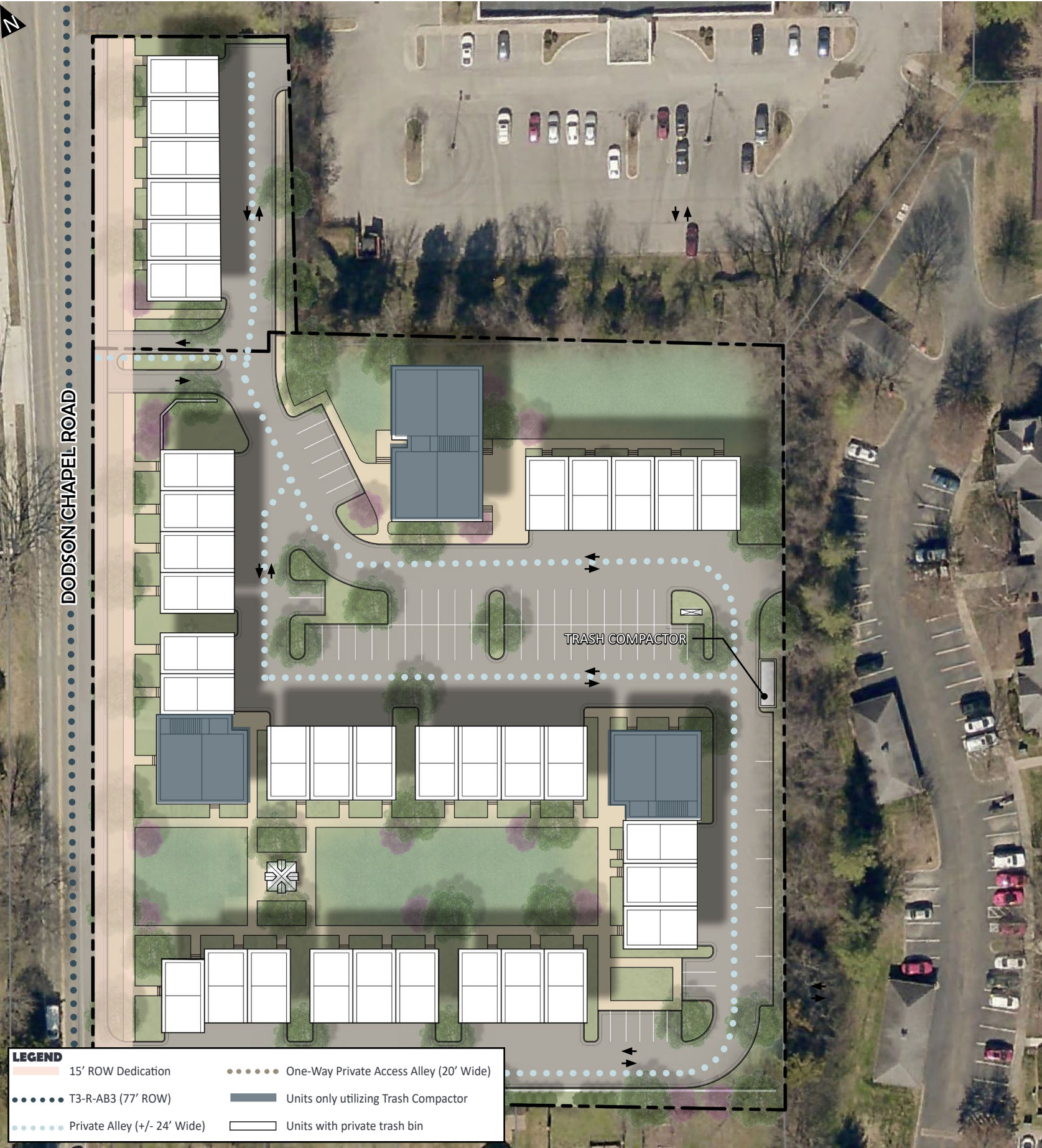
3. 48” permitted with additional landscape and screening standards where topography challenges exist, see Landscape and Open Space Standards- Foundation Screening for detail.

SP NOTE: 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. The Planning Department may allow necessary adjustments to the build-to zone when existing utilities or utility easements are within the build-to zone and unusual circumstances require that the utilities cannot be relocated or easements reduced. The Planning Department may allow necessary adjustments to the build-to zone based on the nature of the existing and future land uses and site conditions in the general vicinity.

DESIGN PRECEDENT







GENERAL NOTES

- Any required right-of-way within the project site that is identified as necessary to meet the adopted roadway plans shall be dedicated.
- Loading and rideshare areas shall be limited to spaces interior to the structures or behind the structures off of public right-of-way.
- Developer will ensure bike lanes are continuous through intersections.
- All construction within public ROW shall comply w/ MPW standards and specifications
- All drives and access ramps shall be constructed to MPW standards
- All ROW dedication will occur prior to the issuance of building permits.
- Trash and Refuse will all be collected via private service. Units without garages will only utilize the trash compactor and townhome with garages units will utilize private curb units stored within their garage.
- Parking ratios shall be provided at or above the Metro Zoning Code Parking Standards.
- Parking shall be provided within public covered stalls, parking areas, and private garages internal to the development. Guest parking spaces shall be accounted for within development in the form of surface parking internal to the SP.
- Bicycle parking shall be provided per Metro Standards.



LANDSCAPE AND STORMWATER STANDARDS

OVERALL STANDARDS

Areas reserved for stormwater greater than 0.5 acres will be designed to have either an active or passive park component that can be utilized outside of storm events. Detailed design to be provided at final SP stage of development.

All landscaping shall be properly irrigated and maintained; if drought resistant plant material is used, irrigation shall not be required.

Where irrigation systems are not utilized or specified, all planting masses or individual trees shall be within 100’ from a functioning hose bid per Metro Urban Forestry requirements.

All plants shall be freshly dug, sound, healthy, vigorous, well branched, free of disease, insect eggs, and larvae, and shall have adequate root systems.

All container grown material shall be healthy, vigorous, well-rooted plants and established in the container in which they are sold. The plants shall have tops which are good quality and are in a healthy growing condition. All root bound plants shall be rejected.

Groups of shrubs shall be in a continuous mulch bed with smooth continuous lines.

Trees located within four feet of shrub beds shall share same mulch bed.

Finished planting beds shall be graded so as to not impede drainage away from buildings.

Plant locations may be adjusted in the field as necessary to be clear of drainage swales and utilities. If significant relocations are required, contractor shall contact landscape architect for approval. Failure to make such relocations known to the owner or landscape architect will result in contractor’s liability of plant materials.

Trees must remain vertical and upright for the duration of the guarantee period with guys and strapping shall be removed after one growing season.

The root crown to be at finished grade or no greater than a maximum of one inch higher (after settling) than finished grade.

The development of this project shall comply with the street tree, tree density, and tree replacement requirements of Metro Nashville. Landscape plan to be submitted in Final SP Submittal.

Street trees shall be provided along all street frontages at an average of forty-five (45) linear feet on center and be 3.5” caliper minimum.

All landscaping shall be properly irrigated and maintained.

Where trees are planted in rows, they shall be uniform in size and shape.

Reference Metro L.I.D. Manual for design and planting materials for LID measures.

Ornamental trees may be used as street trees where existing conflicts with overhead utilities occur.

Metro tree density and tree replacement worksheets shall be utilized to calculate required planting.

TDU ZONE

As development continues in the area, it may become unrealistic to put required units from the tree replacement worksheet on the developing site. If determined infeasible for the health of the tree or density of the site by the Metro Urban Forester, up to 160 total units may be placed in the designated TDU zone. Up to 20 TDU’s per development may be logged for placement within the zone. The TDU zone may only be planted once development of that area is complete. The Metro Urban Forester and applicant shall be responsible for logging TDU’s to be placed in that zone and ensuring planting once complete.

Once the designated TDU zone has reached capacity for each development, the Metro Urban Forester and applicant shall decide locations for the remainder of the TDU’s to be planted. In order of priority below, locations for plantings should be:

- 1. Additional property owned by applicant that has been developed or has no plans for redevelopment.
- 2. Hermitage, Donelson, Old-Hickory Subarea
- 3. Metropolitan Nashville

ANTICIPATED STREET TREES

The following trees shall be permitted as street trees within the R.O.W within this development. Variations to this list shall be approved by the Metro Nashville Forrester prior to approval.



Green Vase Zelkova



Frontier Elm



Sunburst Thornless Honeylocust



Flame Amur Maple  
NES Approved



Greenspire Little Leaf Linden



London Planetree



Lacebark Elm



Ginkgo



# NOTES

## STANDARD SP NOTES

The purpose of this SP is to receive preliminary approval to permit the development of a 3.65 acre, 60 unit, residential and live+work development as shown.

For any development standards, regulations and requirements not specifically shown on the SP plan and /or included as a condition of Council approval, the property shall be subject to the standards, regulations and requirements of the RM20-A zoning.

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.

Properties contain no FEMA designated floodplain per map 47037C0286H dated 04/05/2017.

The final site plan/ building permit site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.

Required parking consistent with the parking requirements of the Metro Zoning Code shall not be counted as floor area.

Permitted Uses : Permitted uses shall be the uses listed in the MUL-A and RM20-A zoning districts. Uses shall be limited to 60 residential units (multi-family, two-family, and single-family). **Permitted uses of the live work units are those of the MUL-A zoning district.**

## ARCHITECTURAL STANDARDS

Buildings shall avoid continuous uninterrupted blank facades and at a minimum, the facade plane shall be interrupted by one of the following for every thirty-five linear feet of street frontage:

A change in building material

A horizontal undulation in the building facade of three feet or greater

A porch, stoop or balcony; porches shall be a minimum five feet in depth

Refuse collection, recycling and mechanical equipment shall be fully screened from public view by the combination of fences, walls or landscaping.

HVAC units shall be located at the rear half of the side of unit, behind the unit, or on the roof of each building. HVAC units on roof must be screened from view along Primary and Secondary Frontages

Where feasible due to site elevations and conditions, ground floor residential units fronting a public street or green space may provide an active entrance point from the public sidewalk in the form of a stoop.

**For every unit fronting Dodson Chapel Road a primary entrance shall be provided.**

EIFS, vinyl siding and untreated wood shall be prohibited on facades facing public R.O.W and public open space (vinyl soffits shall be permitted).

## NES NOTES

Where feasible, this development will be served with underground power, pad-mounted transformers.

NES facilities will not be allowed to sit in or to pass through retention areas including rain gardens, bio-retention, bioswales and the like. This includes primary duct between padmounted equipment, as well as service duct to a meter.

Federal Compliance

All development within the boundaries of this plan will meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.

## STORMWATER NOTES

Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace, and inspect any storm water facilities within the property.

Any excavation, fill or disturbance of the existing ground elevation must be done in accordance with storm water management ordinance NO.78-840 and approved by The Metropolitan Department of Water Service.

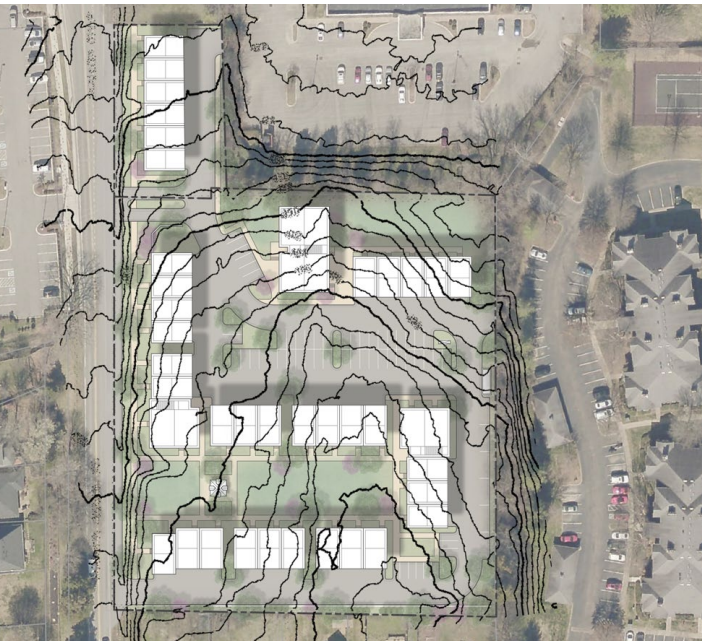
Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15' CMP)

Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

The site is within the combined sewer. Additional requirements will be required and that it is advised to contact MWS staff.

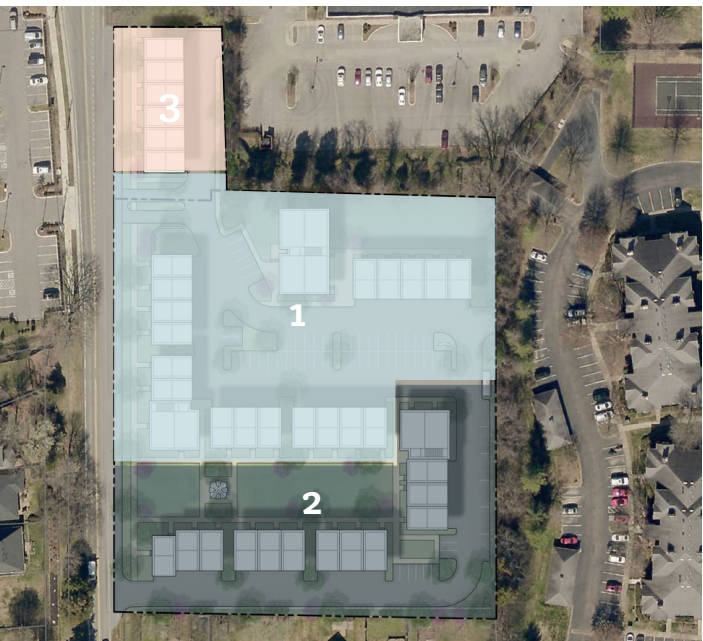
**Properties contain no FEMA designated floodplain per map 47037C0286H dated 04/05/2017.**

## EXISTING TOPOGRAPHY



## SCHEDULE AND PHASING

The project will be completed in multiple phases and is anticipated to start in 2021.

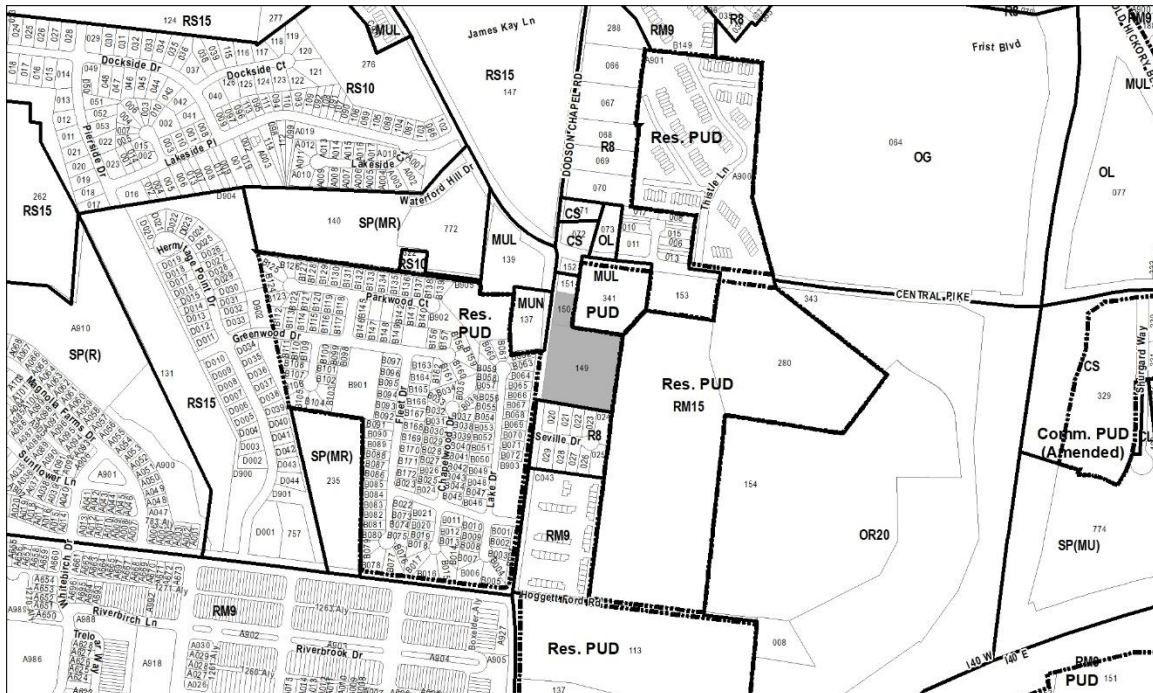






2020SP-042-001  
DODSON SQUARE  
Map 086, Parcel(s) 149-150  
Subarea 14, Donelson - Hermitage - Old Hickory  
District 14 (Rhoten)  
Application fee paid by: Ben Miskelly

A request to rezone from RS15 to SP zoning for properties located at 3941 and 3957 Dodson Chapel Road, approximately 175 feet south of Central Pike (3.64 acres), to permit a multi-family development, requested by Dodson Chapel Developments LLC, applicant and owner.







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #: BL2020-567, Version: 1**

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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 RS7.5 to SP zoning for property located at 200 Raymond Street, approximately 180 feet north of Veritas Street (0.33 acres), to permit seven multi-family units, all of which is described herein (Proposal No. 2020SP-046-001).

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 RS7.5 to SP zoning for property located at 200 Raymond Street, approximately 180 feet north of Veritas Street (0.33 acres), to permit seven multi-family units, being Property Parcel No. 005 as designated on Map 133-06 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 133 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 7 multi-family residential units. Short term rental properties - owner occupied and short term rental properties - not owner occupied are prohibited.

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

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
3. Comply with all conditions and requirements of Metro reviewing agencies.

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 RM20-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 133-06, Parcel(s) 005/Robert Cecil and Jer Lynn Hoffman  
Requested by: Dale and Associates

EROSION CONTROL & GRADING NOTES

- 1) EXPOSE AS SMALL AN AREA OF SOIL AS POSSIBLE ON THE SITE FOR NO MORE THAN 15 DAYS. KEEP DUST WITHING TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- 2) ALL CUT/FILL AREAS TO HAVE A MINIMUM OF 6" OF TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL SHALL RECEIVE 12POUNDS PER 1000 SQUARE FEET OF 6-12-12 FERTILIZER (UNLESS OTHER WISE SPECIFIED IN WRITTEN SPECIFICATIONS). 5 POUNDS OR MORE OF KENTUCKY 31 FESCUE SEED PER 1000 SQUARE FEET, AND A STRAW MULCH COVER OF 70%-80% COVERAGE (APPROXIMATELY 125 POUNDS PER 1000 SQUARE FEET), UNLESS OTHERWISE NOTED WITHIN WRITTEN SPECIFICATIONS.
- 3) EROSION CONTROL BARRIER IS CALLED OUT ON PLANS AND IS TO COMPLY WITH THE METROPOLITAN STORMWATER MANAGEMENT MANUAL, VOLUME FOUR, SECTION TCP-14.
- 4) DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED IN THE PLAN TO SEDIMENT BARRIERS DURING AND UPON THE COMPLETION OF CONSTRUCTION.
- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND THE LOCATION OF ANY EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGE TO ALL EXISTING UTILITIES DURING CONSTRUCTION. IF DAMAGE DOES OCCUR TO ANY SUCH INSTALLATION, FULL REPAIR WILL BE ACCOMPLISHED AS PER THE CURRENT SPECIFICATION GOVERNING SUCH WORK.
- 6) ANY ACCESS ROUTES TO THE SITE SHALL BE BASED WITH CRUSHED STONE, ASTM #1 STONE, 100 FEET LONG AND AT LEAST 6" THICK.
- 7) THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 8" THICKNESS (OR AS DIRECTED BY THE SOILS INVESTIGATIVE REPORT). SAID FILL MATERIAL IS TO BE FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIAL. SAID FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR, OR AS OTHERWISE SPECIFIED BY THE SOILS REPORT OR WRITTEN SPECIFICATIONS.
- 8) THE CONTRACTOR SHALL NOTIFY THE METRO DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS CONSTRUCTION COMPLIANCE DIVISION, THREE DAYS PRIOR TO BEGINNING THE WORK.
- 9) THE CONTRACTOR SHALL LOCATE AND STAKE THE LAYOUT OF THE SITE IN THE FIELD FOR INSPECTION BY THE ENGINEER. THE CONTRACTOR SHALL CHECK THE GRADES AND FINAL DIMENSIONS ON THE GROUND, AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY FOR A DECISION.
- 10) SURPLUS EXCAVATION OF TOPSOIL SHALL BE PLACED ON THE SITE AS APPROVED BY THE OWNER FOR THE PURPOSE OF FUTURE LANDSCAPE USE.
- 11) THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE PUBLIC AND EMPLOYEES, INCLUDING WARNING SIGNS AND LIGHTS.
- 12) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION CAUSED BY HIMSELF, HIS SUB-CONTRACTORS, OR THE CARELESSNESS OF ANY OF HIS EMPLOYEES.
- 13) ALL WORK IS TO BE COMPLETED WITH COMPLIANCE TO THE RULES AND REGULATIONS SET FORTH BY METRO WATER SERVICES. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICE, OBTAIN ALL PERMITS, AND PAY FEES REQUIRED FOR THE COMPLETION OF HIS PORTION OF THE WORK. HE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE LAWS AND ORDINANCE OR REGULATIONS RELATING TO PORTIONS OF WORK WHICH HE IS TO PERFORM.
- 14) ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL SITE IS STABILIZED & CONSTRUCTION IS COMPLETE.
- 15) CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING IN ACCORDANCE WITH METRO CP-10 & CP-13. LOCATION TO BE COORDINATED WITH THE NPDES DEPARTMENT DURING THE PRE-CONSTRUCTION MEETING.

PUBLIC WORKS NOTES

- 1) ALL WORK WITHIN THE PUBLIC RIGHT OF WAY REQUIRES AN EXCAVATION PERMIT FROM THE DEPARTMENT OF PUBLIC WORKS.
- 2) PROOF-ROLLING OF ALL STREET SUBGRADES IS REQUIRED IN THE PRESENCE OF THE PUBLIC WORKS INSPECTOR. INSPECTION OF THE BINDER COURSE IS REQUIRED PRIOR TO FINAL PAVING IN THE PRESENCE OF THE PUBLIC WORKS INSPECTOR. THESE REQUESTS ARE TO BE MADE 24 HOURS IN ADVANCE.
- 3) STOP SIGNS ARE TO BE 30 INCH BY 30 INCH.
- 4) STREET SIGNS TO HAVE SIX INCH WHITE LETTERS ON A NINE INCH GREEN ALUMINUM BLADE, HIGH INTENSITY REFLECTIVE.
- 5) ALL PAVEMENT MARKING ARE TO BE THERMOPLASTIC.
- 6) THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS, IN EFFECT AT THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE. FINAL DESIGN MAY VARY BASED ON FIELD CONDITIONS.
- 9) SOLID WASTE AND RECYCLING TO PRIVATE
10. IF SIDEWALKS ARE REQUIRED WITH THIS PROJECT THEY ARE TO BE SHOWN PER THE MCSP AND PER MPW STANDARDS AND SPECIFICATIONS. SIDEWALKS ARE TO BE WITHIN DEDICATED RIGHT OF WAY.
11. SIDEWALKS ARE TO BE CONSTRUCTED IN RIGHT OF WAY PER MCSP AND MPW STANDARDS AND SPECS, THERE ARE TO BE NO VERTICAL OBSTRUCTIONS WITHIN SIDEWALK (POLES, SIGNS, ETC.)
13. Prior to building permit approval by MPW, submit recorded HOA/ Master Deed document setting up private hauler for the development.

WATER & SEWER NOTES

- 1) WATER AND SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH SPECIFICATIONS AND STANDARD DETAILS OF THE METRO WATER SERVICES.
- 2) THE CONTRACTOR IS RESPONSIBLE FOR REIMBURSING THE METRO WATER SERVICES THE COST OF INSPECTION.
- 3) THE CONTRACTOR IS TO PROVIDE AND MAINTAIN THE CONSTRUCTION IDENTIFICATION SIGN FOR PRIVATE DEVELOPMENT APPROVED.
- 4) ALL CONNECTIONS TO EXISTING MANHOLES SHALL BE BY CORING AND RESILIENT CONNECTOR METHOD.
- 5) REDUCED PRESSURE BACKFLOW PREVENTION DEVICES (RPBP) OR DUAL CHECK VALVE WILL BE REQUIRED ON ALL TEST AND FILL LINES (JUMPER) NEEDED FOR WATER MAIN CONSTRUCTION AND MUST BE APPROVED BY THE METRO WATER SERVICES.
- 6) ALL WATER METERS SHALL BE A MINIMUM OF 24" NOT TO EXCEED A MAXIMUM OF 28" BELOW FINISHED GRADE.
- 7) PRESSURE REGULATING DEVICES WILL BE REQUIRED ON THE CUSTOMER SIDE OF THE METER WHEN PRESSURES EXCEED 100 PSI.
- 8) PRESSURE REGULATING DEVICES WILL BE REQUIRED ON THE STREET SIDE OF THE METER WHEN PRESSURES EXCEED 150 PSI.
- 9) APPROVED AS A PRELIMINARY SP ONLY. PUBLIC AND/OR PRIVATE SANITARY SEWER CONSTRUCTION PLANS MUST BE SUBMITTED AND APPROVED PRIOR TO FINAL SP APPROVAL. THE APPROVED CONSTRUCTION PLANS MUST MATCH THE FINAL SP PLANS. THE REQUIRED CAPACITY FEES MUST BE PAID PRIOR TO FINAL SP APPROVAL. (PERMIT NO T2019038324)

Stormwater Notes

1. This site is responsible for water quality and water quantity.
2. Design of stormwater features will be provided during the final SP process.
3. Storm sewer system on this plan is shown schematically. Final design will be provided during the final SP process and will meet the requirements of the stormwater management manual.
4. This project will disturb less than 1 acre, therefore, a NOI will not be required.
5. This drawing is for illustration purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
6. (Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with storm water management ordinance No. 78/840 and approved by The Metropolitan Department of Water Services.)
7. (The buffer along waterways will be an area where the surface is left in a natural state, and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 - Regulations.)
8. (Metro Water Services shall be provided sufficient and unencumbered access in order to maintain and repair utilities in this site.)
9. (Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15" CMP).)

Irrigation Notes

Irrigation will be provided in more detail on final plan. Irrigation to be design/build by landscape contractor.

LANDSCAPE NOTES

- 1) THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION WITH THE APPROPRIATE UTILITY COMPANY AND SHALL BE RESPONSIBLE FOR AND DAMAGE TO UTILITIES. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITES AND TAKE PRECAUTIONS TO PREVENT DAMAGE TO THE UTILITIES.
- 2) ALL PLANTING AND MULCH BEDS SHALL BE SPRAYED WITH ROUND-UP (CONTRACTOR'S OPTION) PRIOR TO THE INSTALLATION OF MULCH.
- 3) PLANT MATERIALS AND STUMPS INDICATED FOR REMOVAL SHALL BE REMOVED AND DISPOSED OFF-SITE BY THE CONTRACTOR. BACKFILL HOLES WITH TOPSOIL FREE OF ROOTS AND ROCKS.
- 4) THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINE GRADING OF ALL PLANTING AREAS.
- 5) ALL PLANTING AREAS SHALL BE FERTILIZED WITH 12W/1000 S.F. OF 10-10-10 FERTILIZER.
- 6) ALL PLANTING BEDS SHALL HAVE A MINIMUM OF 3" DEPTH OF SHREDDED HARDWOOD BARK MULCH.
- 7) THE LANDSCAPE CONTRACTOR SHALL VERIFY ALL MATERIAL QUANTITIES. IN THE EVENT OF A DISCREPANCY, THE QUANTITIES SHOWN ON THE PLAN WILL TAKE PRECEDENCE.
- 8) THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE OWNER WITH WRITTEN INSTRUCTIONS ON THE PROPER CARE OF ALL SPECIFIED PLANT MATERIALS PRIOR TO FINAL PAYMENT.
- 9) EXISTING TREES TO REMAIN SHALL BE PROTECTED FROM CONSTRUCTION DAMAGE. SELECTIVELY PRUNE DEAD WOOD.
- 10) ALL DISTURBED AREAS SHALL BE PLANTED WITH TURF AS INDICATED ON THE MATERIALS SCHEDULE.
- 11) ALL DECIDUOUS TREES, EXISTING AND PROPOSED SHALL BE PRUNED TO PROVIDE 4' MINIMUM CLEAR TRUNK UNLESS OTHERWISE NOTED.
- 12) THE LANDSCAPE CONTRACTOR SHALL PROVIDE A ONE YEAR WARRANTY ON ALL PLANT MATERIALS AND REPLACE ANY DEAD OR DYING MATERIAL WITHIN THAT TIME PERIOD.
- 13) NO PLANT MATERIALS SHOULD BE SUBSTITUTED WITHOUT AUTHORIZATION BY DALE & ASSOCIATES. PLANT SIZES SHOWN ARE MINIMUMS REQUIRED BY THE LOCAL MUNICIPALITY AND MATERIALS SHOWN HAVE BEEN SELECTED SPECIFICALLY FOR THIS PROJECT.
- 14) ALL WIRE BASKETS SHALL BE COMPLETELY REMOVED AND DISPOSED OF. BURLAP SHOULD BE REMOVED OR PUNCTURED IN AT LEAST 5 PLACES. REMOVE ALL TWINE FROM BURLAPPED MATERIALS.
- 15) GUYING IS NOT ALLOWED UNLESS REQUIRED BY MUNICIPALITY OR SITE CONDITIONS. THE LANDSCAPE CONTRACTOR SHALL REMOVE WIRES AFTER A ONE YEAR PERIOD.
- 16) NO CANOPY TREE SHALL BE LOCATED WITHIN 15' OF AN OVERHEAD UTILITY. NO TREE SHALL BE LOCATED WITHIN A PUBLIC UTILITY EASEMENT. LOCATING PLANT MATERIALS WITHIN A DRAINAGE EASEMENT IS ACCEPTABLE, BUT ONLY IF INSTALLED AS NOT TO DISTURB EXISTING DRAINAGE FLOW. IN SUCH INSTANCES, THE MATERIALS SHALL BE LOCATED NO CLOSER THAN 5' FROM THE CENTERLINE OF DRAINAGE.
- 17) LIGHTING PLAN TO BE COORDINATED WITH PROPOSED PLANTING PLAN. NO LIGHT POLES TO BE LOCATED IN TREE ISLANDS. SEE LIGHTING PLAN FOR PROPOSED LIGHT LOCATIONS.

FIRE MARSHALL

FIRE FLOW SHALL MEET THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE- 2006 EDITION  
FIRE CODES ISSUES WILL BE ADDRESSED IN THE PERMIT PHASE.

1. Fire apparatus access roads shall be provided and maintained in accordance with the adopted fire code and standards.
2. Except as approved by the fire code official, fire apparatus access roads shall extend to within 150 feet of all portions of the facility and all portions of the exterior walls of the first story of the building as measured by an approved route around the exterior of the building or facility.
3. Fire apparatus access roads shall have a minimum unobstructed width of 20 feet. Where a fire hydrant is located on a fire apparatus access road the minimum width in the vicinity of the hydrant shall be 26 feet.
4. Buildings over 30 feet in height shall meet fire department aerial apparatus access requirements.
5. Dead end fire apparatus access roads in excess of 150 feet shall be provided with an approved fire apparatus turnaround.
6. All points of the building shall be within 500 feet of a fire hydrant when measured via approved fire apparatus access route.
7. Fire department connections for standpipes/sprinkler system shall be within 100 feet of the fire hydrant via approved access route.
8. Multi-family residential developments having more than 200 dwelling units shall be provided with two separate and approved fire apparatus access roads.
9. Developments of one- or two-family dwelling units where the number of dwelling units exceeds 30 shall be provided with two separate and approved fire apparatus access roads.
10. Buildings exceeding 30 feet in height or 62,000 square feet in area (124,000 fully sprinklered) shall be provided with two separate and approved fire apparatus access roads.
11. The maximum grade for fire apparatus access roads shall not exceed 10% without approval from the fire code official.
12. Gates across fire apparatus access roads shall comply with adopted code and standards.
13. Approval of a preliminary or final site plan is not an approval for building construction. Full and complete review of building plans is required prior to approval for construction and may require changes to the site.

STANDARD SP NOTES

- 1) THE PURPOSE OF THIS SP IS TO PERMIT 7 MULTIFAMILY RESIDENTIAL UNITS.
- 2) ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- 3) THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS IDENTIFIED BY FEMA FLOOD MAP 47037C0376H DATED APRIL 5, 2017.
- 4) ALL PUBLIC SIDEWALKS, IF REQUIRED, ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
- 5) WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
- 6) THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- 7) SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO RIGHT OF WAY IS 15" CMP).
- 8) METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT & UNENCUMBERED INGRESS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- 9) INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH UNIT.
- 10) SOLID WASTE PICKUP PER PRIVATE CURBSIDE PICKUP.
- 11) 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.
- 12) FOR ANY DEVELOPMENT STANDARDS, REGULATIONS AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE SP PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF THE RM20-A ZONING DISTRICT AS OF THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
- 13) THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE REL OCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- 14) ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT. ADA: <http://ada.gov/>

GENERAL PLAN CONSISTENCY NOTE

THE SPECIFIC PLAN PROPOSED HEREIN IS LOCATED WITHIN THE SOUTH NASHVILLE COMMUNITY. THE SPECIFIED LAND USE POLICY FOR THIS SITE IS TRANSECT 4 URBAN NEIGHBORHOOD EVOLVING. URBAN NEIGHBORHOOD EVOLVING AREAS WILL DEVELOP TO INCLUDE GREATER HOUSING CHOICE, SIDEWALK CONNECTIVITY, AND SENSITIVE DEVELOPMENT TECHNIQUES.

AS PROPOSED, THIS SPECIFIC PLAN DISTRICT CREATES MULTI FAMILY HOMES ON AN OVERLY LARGE PARCEL WHILE MAINTAINING THE CHARACTER OF THE PUBLIC STREET FRONTAGE. THE PROPOSED HOMES WILL ALSO PROVIDE A UNIQUE AND AFFORDABLE HOUSING TYPE NEEDED IN THE AREA. EACH UNIT WILL HAVE AMPLE PARKING , AND ADDITIONAL GUEST PARKING WILL BE PROVIDED ON-SITE. OPEN SPACE, IN THE FORM OF A COURTYARDS, WILL BE PROVIDED, AND THE INSTALLATION OF STORM WATER UTILITIES THAT COMPLY WITH INFILL REGULATIONS WILL PROVIDE FOR ON-SITE STORM WATER MANAGEMENT

ARCHITECTUAL NOTES

BUILDING ELEVATIONS FOR ALL STREET FACADES SHALL BE PROVIDED WITH THE FINAL SITE PLAN. THE FOLLOWING STANDARDS SHALL BE MET:

- A. BUILDING FACADES FRONTING A STREET OR OPEN SPACE SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.
- B. WINDOWS SHALL BE VERTICALLY ORIENTED AT A RATIO OF 1.5:1 OR GREATER, EXCEPT FOR DORMERS. .
- C. EIFS, VINYL SIDING, AND UNTREATED WOOD, SHALL BE PROHIBITED.
- D. MINIMUM SPACING BETWEEN BUILDINGS SHALL BE 6 FEET
- E. EACH BUILDING SHALL HAVE A 2 CAR GARGAGE (WITH THE EXCEPTION OF EXISTING BLDG)

NES

NES can meet with developer upon request to determine service options. This development will be fed underground with the riser pole located at the entrance off of Raymond Street. Construction plans shall show any existing utilities easements on property and the utility poles along ROW. All NES equipment to be installed in a P.U.E. or P.U.D.E. NES will need any construction drawings showing improvements to Williams Ave. Any relocations of NES equipment may come at a cost to the developer. Meter wall will be required for this development. Any additional easements required that are not part of this parcel must be obtained by the developer or the engineer for the developer. Postal plan is required before NES's final construction drawings can be approved. NES follows the National Fire Protection Association rules; Refer to NFPA 70 article 450-27; and NESC Section 15 - 152 A 2 for complete rules (see NES Construction Guidelines under "Builders and Contractors' tab @ [www.nespower.com](http://www.nespower.com)). Overhead electrical power lines are required to meet or exceed the conditions as specified in the National Electrical Safety Code as adopted by the State of Tennessee in Chapter 89, Public Acts. The existing overhead power lines are located in the public right-of-ways and will require an electrical safety clearance that must be maintained during and after construction of any buildings. The National Electrical Safety Code, 2012 edition, dictates the clearances in Rule 234 C and G to provide the minimum horizontal and vertical clearances from live conductors. The overhead line must have a horizontal clearance of 7'-6" away from the nearest conductor to allow for blow-out conditions as it is configured today. It is the developer and his contractor's responsibility to ensure that they comply with OSHA regulations for working near energized conductors. Check with OSHA regulations for meeting clearances for construction near energized conductors for additional clearance requirements. Typically OSHA clearances will exceed what is required by the NESC. Often the locations of new buildings are impacted by the inability of de-energizing the circuits to meet cost and construction schedules. Proper clearances must be maintained from not only the building envelope, but also from scaffolding and other construction equipment. If porches or walls are allowed to be constructed beyond the minimum setback limits and into the public utility easements; then the easement will be considered reduced by that much of the easement. Such encroachments may increase the cost of electrical infrastructure to allow for reduced or limited access to equipment. NES reserves the right to enter and to erect, maintain, repair, rebuild, operate and patrol electric power overhead and underground conductors and communications circuits with all necessary equipment reasonably incident thereto including the right to clear said easement and keep the same clear of brush, timber, flammable structures, buildings, permanent structures, and fire hazards; all over, under, upon, and across the easement as granted on any plat. Final quantity and location of NES equipment to be determined by the NES Engineer after receiving final plans and electrical load information. A preliminary Exhibit 'B' design will be sent to the developer or representatives of the developer for review. Suggestions or requests to the design should be made during this review process. Any changes requiring re-design, after this document has been signed, will be at the developer's expense. Developer's vegetation design shall meet both Metro requirements and NES Vegetation Management requirements/clearances. NES facilities will not be allowed to sit in or to pass through retention areas including rain gardens, bio-retention, bio swales and the like. This includes primary duct between pad-mounted equipment, as well as service duct to a meter or meter center. Limited building detail, and/ or building construction information provided. Construction must meet all applicable building and fire codes. Any additional fire code or access issues will be addressed during the construction permitting process. Future development or construction may require changes to meet adopted fire and building codes. TO APPLY FOR SERVICE.

DIGITAL COPY: Provide copy of civil site plan on a CD (no pdfs; no x-ref's in .dwg file) registered to the TN State Plane Coordinate System, North American Datum 1983 (NAD83) with NO Datum Adjustment applied. Put data in separate layers and label them for easy identification.

- Developer/Engineer will provide one complete set of approved plans by Metro Planning w/ all changes from other departments (fire, storm water, public works, etc...) to NES.

Developer/Engineer to provide a proposed easement drawing for the electric, phone and CATV. . Go to [www.nespower.com](http://www.nespower.com) click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Apply for Residential Subdivision" fill out the form. Then follow the direction for sending the digital drawing and the forms.

DEVELOPMENT SUMMARY

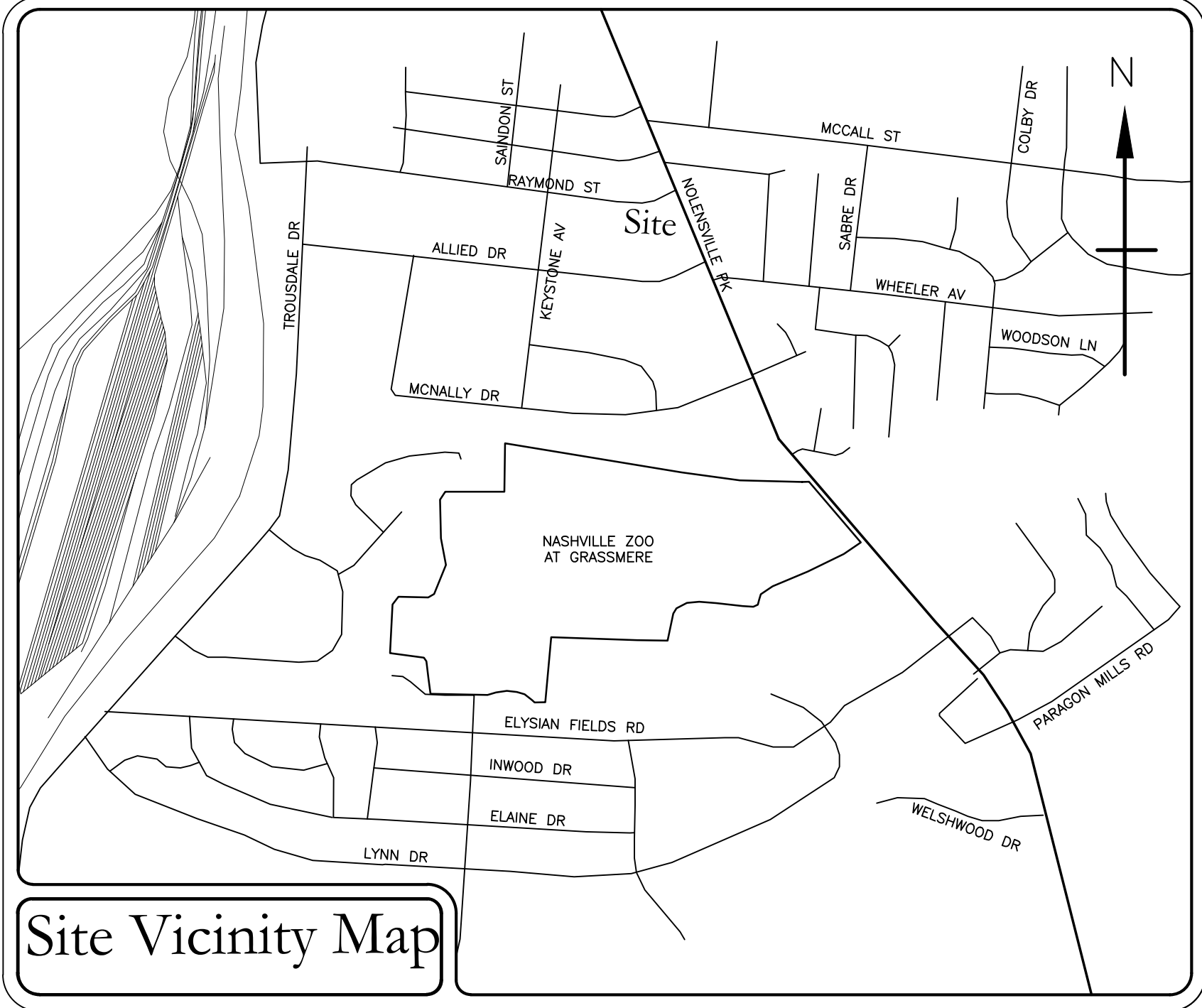
**Property Information**  
200 Raymond Street  
Nashville , TN 37211  
Map 133-06 Parcel 5  
0.33 Acres

Council District 16 (Ginny Welsch)

**Owner of Record**  
Robert Cecil  
200 Raymond Street,  
Nashville, TN 37211

**Developer**  
Robert Cecil  
Phone: 440-669-7167  
Email: [brian@briser.com](mailto:brian@briser.com)

**Civil Engineer**  
Dale and Associates  
516 Heather Place  
Nashville, Tennessee 37204  
Contact: Roy Dale, PE  
Phone: 615-297-5166  
Email: [roy@daleandassociates.net](mailto:roy@daleandassociates.net)



SPECIFIC PLAN DEVELOPMENT SUMMARY

USE		MULTIFAMILY	
PROPERTY ZONING	RS7.5	SURROUNDING ZONING	RS7.5 and CS
TOTAL PROPERTY SIZE		0.39 ACRES	
NUMBER OF RESIDENTIAL UNITS/DENSITY		7 TOTAL UNITS 17.9 UN/AC)	
TOTAL BUILDING FLOOR AREA		12,600	SF
FAR		0.74	
ISR		0.80	
STREET YARD SETBACK:		25' MEASURED FROM RIGHT OF WAY RAYMOND STREET	
SIDE YARD		10'	
REAR YARD		5' *	
HEIGHT STANDARDS	3 STORIES MAX. IN 35 FT (MEASURED TO HIGHEST POINT ON ROOF)		
PARKING AND ACCESS			
RAMP LOCATION AND NUMBER		ONE ACCESS FROM PUBLIC ROAD	
REQUIRED PARKING	14	REQ'D (RESIDENTIAL 2 STALLS/UNIT)	20 PROVIDED
PARKING PROPOSED	10 GARAGE SPACES 10 SURFACE SPACES		

A Preliminary SP

# Newtown Infill Homes

Being Parcel 5 on Tax Map 133-06

Davidson County, Tennessee

Case No. 2020SP-046-001

## Sheet Schedule

C1.0 Notes & Project Standards

C2.0 Existing Conditions

C3.0 SP Layout

## Notes & Project Standards

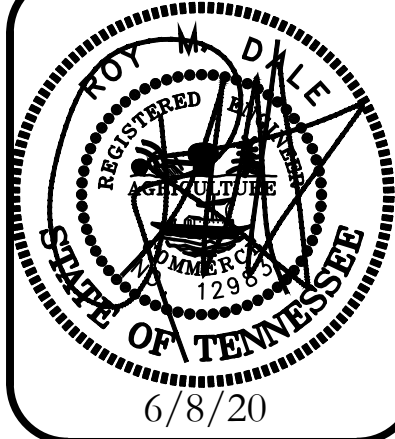


REVISIONS:

Preparation Date:

### Newtown Infill Homes Preliminary Specific Plan

Being Parcel 5 on Tax Map 133-06  
Nashville, Davidson County, Tennessee



6/8/20

REV 9/26/20

REV 10/21/20

**Dale & Associates**  
Consulting Civil Engineering  
Land Planning & Zoning  
Surveying

MPC Case Number  
Case No. 2020SP-046-001

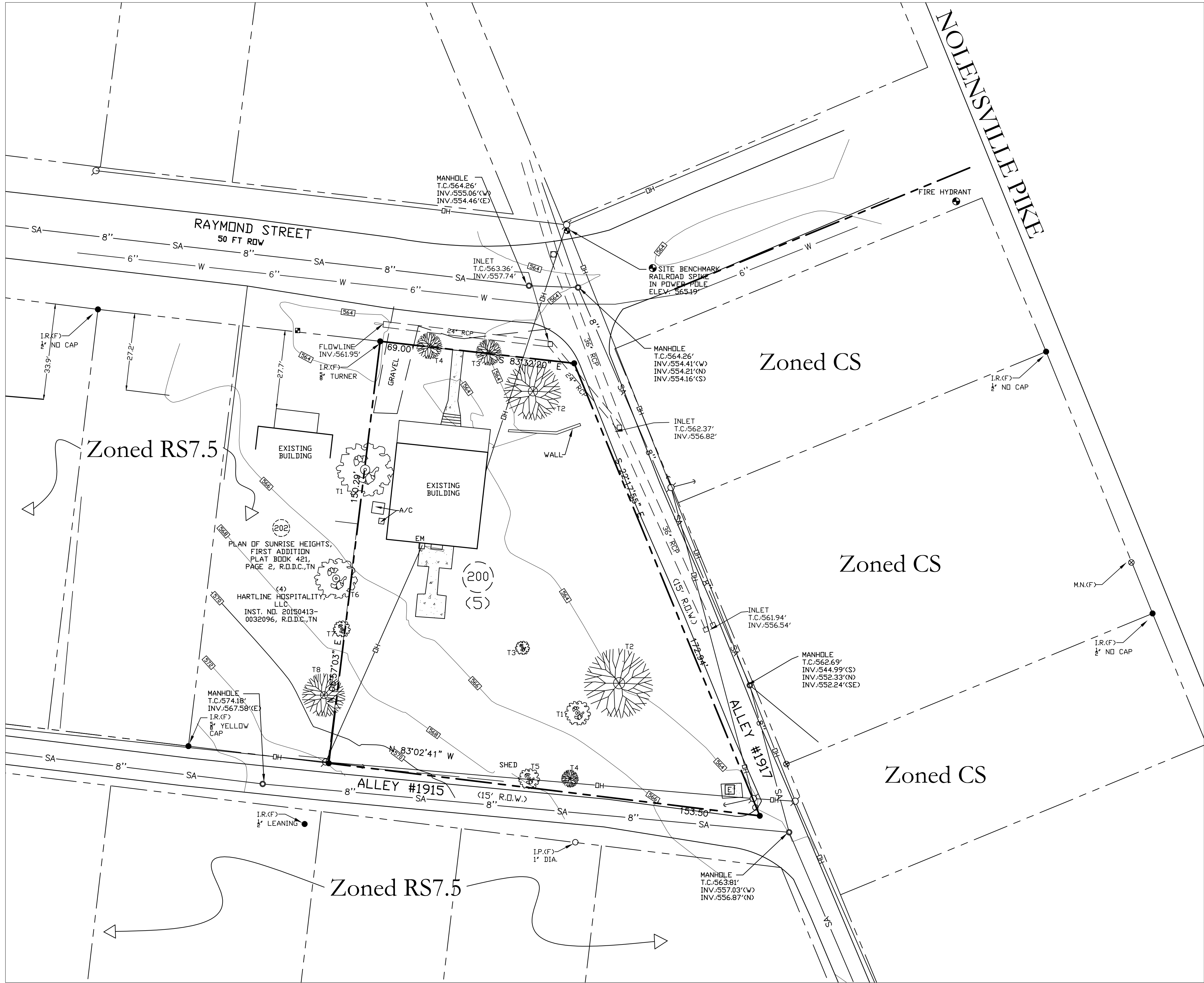
D&A Project #  
Newtown Infill Homes

# C1.0

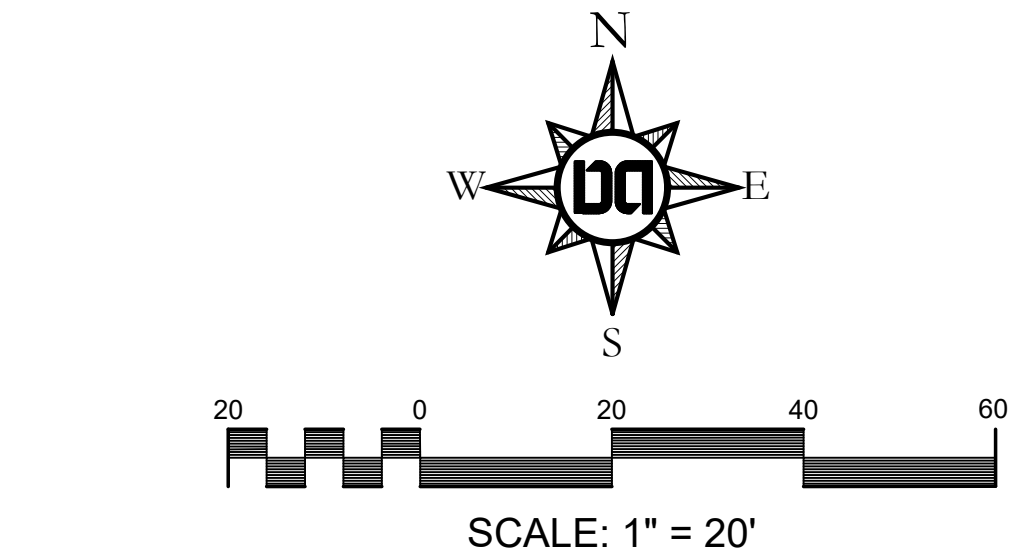
Sheet 1 of 3

516 Heather Place  
Nashville, Tennessee 37204  
(615) 297-5166





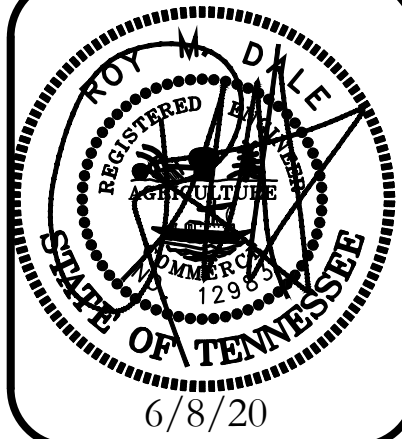
Tree List			
Number	Trunk	Code	Comment
T1	18"	Hackberry	
T2	48"	Oak	TRIPLE
T3	10"	Hackberry	
T4	12"	Oak	
T5	15"	Hackberry	
T6	30"	Hackberry	
T7	12"	Hackberry	
T8	30"	Oak	



**EROSION CONTROL & GRADING NOTES**

- 1) EXPOSE AS SMALL AN AREA OF SOIL AS POSSIBLE ON THE SITE FOR NO MORE THAN 15 DAYS. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- 2) ALL CUT/FILL AREAS TO HAVE A MINIMUM OF 6" OF TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL SHALL RECEIVE 12 POUNDS PER 1000 SQUARE FEET OF 6-12-12 FERTILIZER (UNLESS OTHERWISE SPECIFIED IN WRITTEN SPECIFICATIONS), 5 POUNDS OR MORE OF KENTUCKY 31 FESCUE SEED PER 1000 SQUARE FEET, AND A STRAW MULCH COVER OF 70%-80% COVERAGE (APPROXIMATELY 125 POUNDS PER 1000 SQUARE FEET), UNLESS OTHERWISE NOTED WITHIN WRITTEN SPECIFICATIONS.
- 3) EROSION CONTROL BARRIER IS CALLED OUT ON PLANS AND IS TO COMPLY WITH THE METROPOLITAN STORMWATER MANAGEMENT MANUAL, VOLUME FOUR, SECTION TCP-14.
- 4) DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED IN THE PLAN TO SEDIMENT BARRIERS DURING AND UPON THE COMPLETION OF CONSTRUCTION.
- 5) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE VERIFICATION AND THE LOCATION OF ANY EXISTING UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGE TO ALL EXISTING UTILITIES DURING CONSTRUCTION. IF DAMAGE DOES OCCUR TO ANY SUCH INSTALLATION, FULL REPAIR WILL BE ACCOMPLISHED AS PER THE CURRENT SPECIFICATION GOVERNING SUCH WORK.
- 6) ANY ACCESS ROUTES TO THE SITE SHALL BE BASED WITH CRUSHED STONE, ASTM #1 STONE, 100 FEET LONG AND AT LEAST 6" THICK.
- 7) THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 8" THICKNESS (OR AS DIRECTED BY THE SOILS INVESTIGATIVE REPORT). SAID FILL MATERIAL IS TO BE FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIAL. SAID FILL IS TO BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR, OR AS OTHERWISE SPECIFIED BY THE SOILS REPORT OR WRITTEN SPECIFICATIONS.
- 8) THE CONTRACTOR SHALL NOTIFY THE METRO DAVIDSON COUNTY DEPARTMENT OF PUBLIC WORKS CONSTRUCTION COMPLIANCE DIVISION, THREE DAYS PRIOR TO BEGINNING THE WORK.
- 9) THE CONTRACTOR SHALL LOCATE AND STAKE THE LAYOUT OF THE SITE IN THE FIELD FOR INSPECTION BY THE ENGINEER. THE CONTRACTOR SHALL CHECK THE GRADES AND FINAL DIMENSIONS ON THE GROUND, AND REPORT ANY DISCREPANCIES TO THE ENGINEER IMMEDIATELY FOR A DECISION.
- 10) SURPLUS EXCAVATION OF TOPSOIL SHALL BE PLACED ON THE SITE AS APPROVED BY THE OWNER FOR THE PURPOSE OF FUTURE LANDSCAPE USE.
- 11) THE CONTRACTOR SHALL FURNISH AND INSTALL ALL NECESSARY TEMPORARY WORKS FOR THE PROTECTION OF THE PUBLIC AND EMPLOYEES, INCLUDING WARNING SIGNS AND LIGHTS.
- 12) THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES OR ADJACENT PREMISES OR INJURIES TO THE PUBLIC DURING THE CONSTRUCTION CAUSED BY HIMSELF, HIS SUB-CONTRACTORS, OR THE CARELESSNESS OF ANY OF HIS EMPLOYEES.
- 13) ALL WORK IS TO BE COMPLETED WITH COMPLIANCE TO THE RULES AND REGULATIONS SET FORTH BY METRO WATER SERVICES. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICE, OBTAIN ALL PERMITS, AND PAY FEES REQUIRED FOR THE COMPLETION OF HIS PORTION OF THE WORK. HE SHALL ALSO COMPLY WITH ALL CITY, COUNTY AND STATE LAWS AND ORDINANCE OR REGULATIONS RELATING TO PORTIONS OF WORK WHICH HE IS TO PERFORM.
- 14) ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL SITE IS STABILIZED & CONSTRUCTION IS COMPLETE.
- 15) CONTRACTOR SHALL PROVIDE AN AREA FOR CONCRETE WASH DOWN AND EQUIPMENT FUELING IN ACCORDANCE WITH METRO CP-10 & CP-13. LOCATION TO BE COORDINATED WITH THE NPDES DEPARTMENT DURING THE PRE-CONSTRUCTION MEETING.

**Newtown Infill Homes**  
**Preliminary Specific Plan**  
Being Parcel 5 on Tax Map 133-06  
Nashville, Davidson County, Tennessee



REV 9/26/20  
REV 10/21/20

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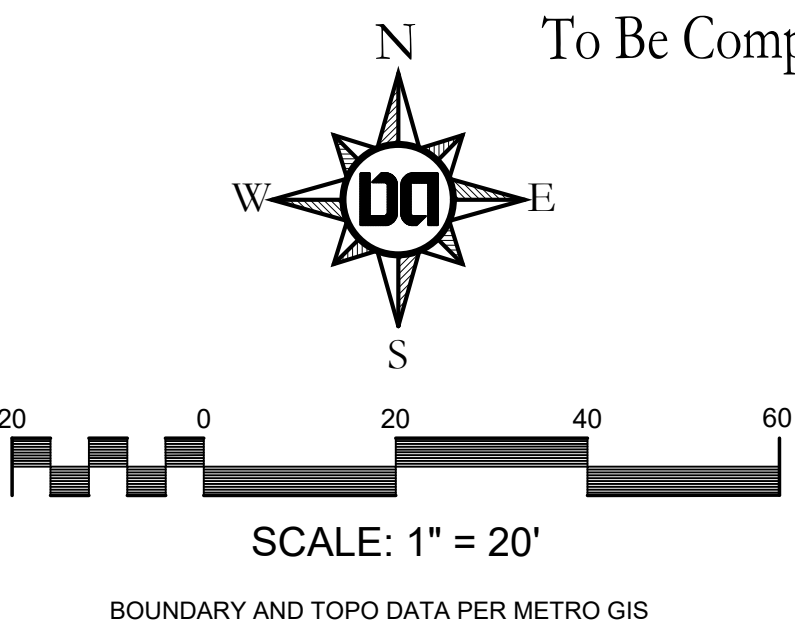
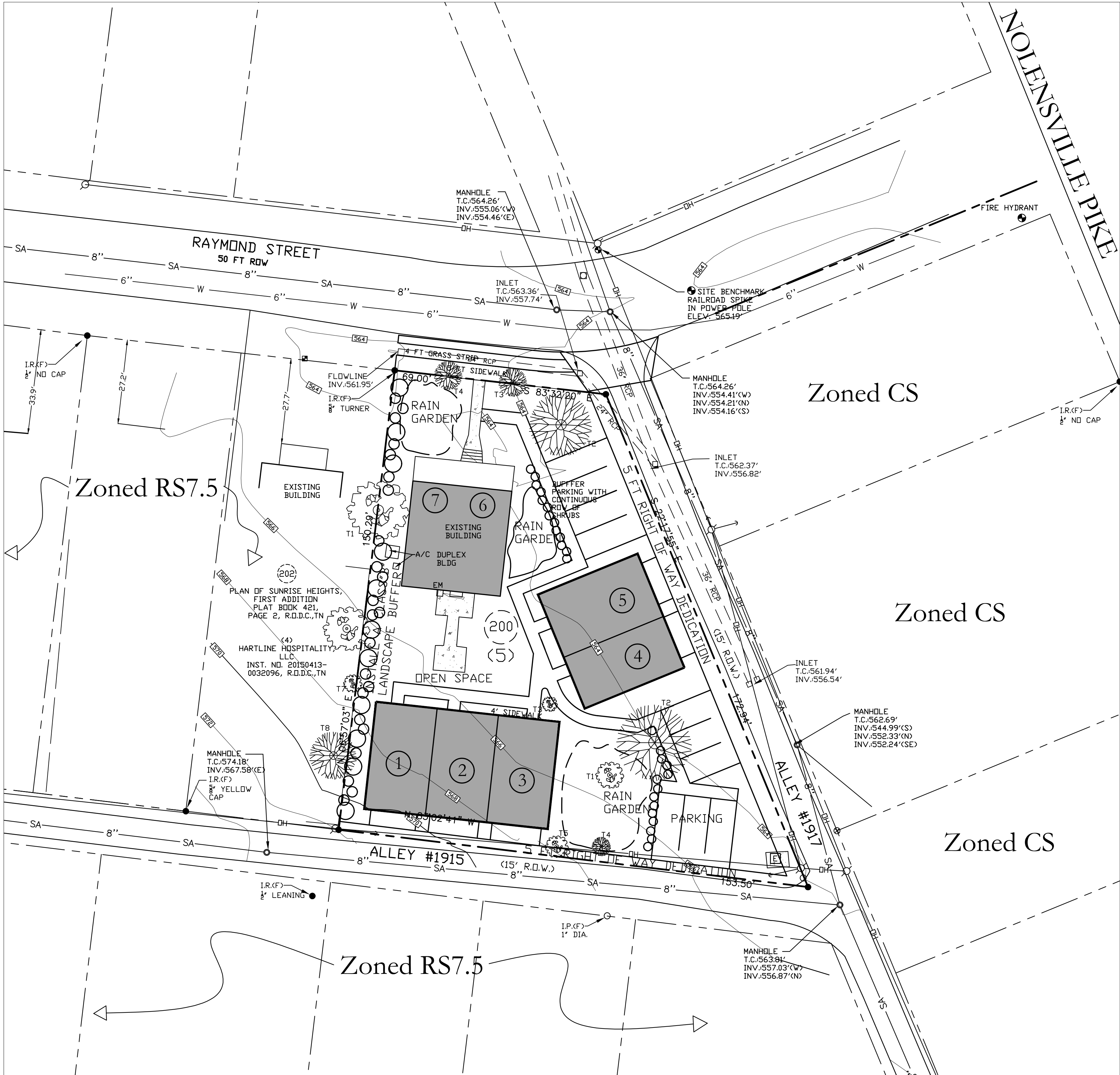
D&A Project #  
Newtown Infill Homes

**C2.0**

Sheet 2 of 3

Existing Conditions

516 Heather Place  
Nashville, Tennessee 37204  
(615) 297-5166



Stormwater Notes

1. This site is responsible for water quality and water quantity.
2. Design of stormwater features will be provided during the final SP process.
3. Storm sewer system on this plan is shown schematically. Final design will be provided during the final SP process and will meet the requirements of the stormwater management manual.
4. This project will disturb less than 1 acre, therefore, a NOI will not be required.
5. This drawing is for illustration purposes to indicate the basic premise of the development. The final lot count and details of the plan shall be governed by the appropriate regulations at the time of final application.
6. (Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with storm water management ordinance No. 78/840 and approved by The Metropolitan Department of Water Services.)
7. (The buffer along waterways will be an area where the surface is left in a natural state, and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 - Regulations.)
8. (Metro Water Services shall be provided sufficient and unencumbered access in order to maintain and repair utilities in this site.)
9. (Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15' CMP).)

Irrigation Notes

Irrigation will be provided in more detail on final plan. Irrigation to be design/build by landscape contractor.

STANDARD SP NOTES

- 1) THE PURPOSE OF THIS SP IS TO PERMIT 7 MULTIFAMILY RESIDENTIAL UNITS.
- 2) ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 & APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- 3) THIS PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA AS IDENTIFIED BY FEMA FLOOD MAP 47037C0376H DATED APRIL 5, 2017.
- 4) ALL PUBLIC SIDEWALKS, IF REQUIRED, ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
- 5) WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
- 6) THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHAL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
- 7) SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO RIGHT OF WAY IS 15' CMP).
- 8) METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT & UNENCUMBERED INGRESS & EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE & INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- 9) INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH UNIT.
- 10) SOLID WASTE PICKUP PER PRIVATE CURBSIDE PICKUP.
- 11) 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.
- 12) FOR ANY DEVELOPMENT STANDARDS, REGULATIONS AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE SP PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND REQUIREMENTS OF THE RM20-A ZONING DISTRICT AS OF THE DATE OF THE APPLICABLE REQUEST OR APPLICATION.
- 13) THE FINAL SITE PLAN/BUILDING PERMIT SITE PLAN SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY GRASS STRIP OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- 14) ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT AND THE FAIR HOUSING ACT. ADA: <http://ada.gov/>

PUBLIC ROADWAY AND SIDEWALK REQUIREMENTS

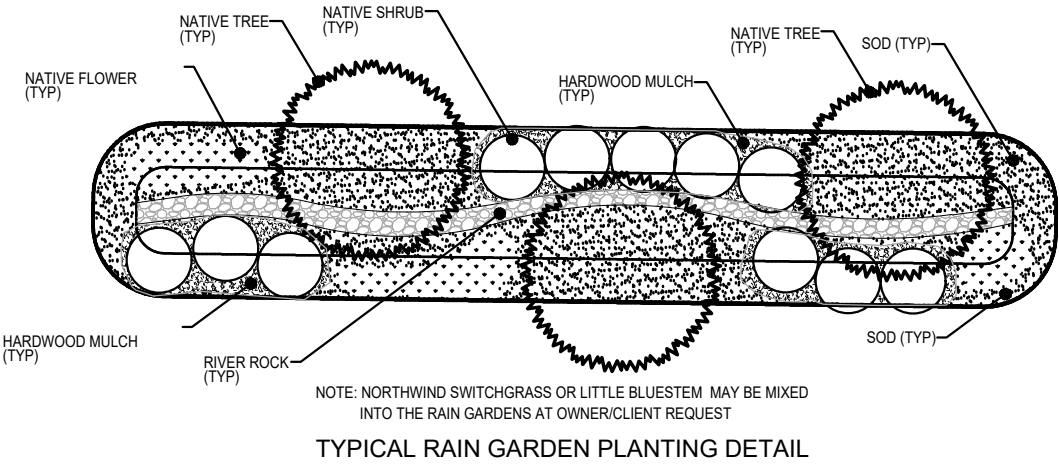
1. Public Alleys #1915 and #1917, along the extent of this property, shall have right of way dedications as required to provide a 20 ft right of way width and shall be paved to meet the Metro Public Works ST-263 Standards. Upon the widening of the alleys to meet the ST-263 standard, the entire alley is to be overlaid with a 1 1/2 inch mill.
2. Parking spaces along the alley are to be placed so as to have 24 feet of pavement from the back edge of the parking stall to the opposite edge of the alley
3. 5 ft Sidewalks with a 4 ft grass strip is to be placed along the frontage of Raymond Street per Metro Public Works Standard ST-252
4. The Alley connection to Raymond Street shall occur with the construction of a Metro Alley Ramp that connects to the proposed public sidewalk, Metro ST- 325 or an alternative as approved by Metro Public Works

SPECIFIC PLAN DEVELOPMENT SUMMARY

USE		MULTIFAMILY	
PROPERTY ZONING	RS7.5	SURROUNDING ZONING	RS7.5 and CS
TOTAL PROPERTY SIZE	0.39 ACRES		
NUMBER OF RESIDENTIAL UNITS/DENSITY	7	TOTAL UNITS 17.9 UN/AC)	
TOTAL BUILDING FLOOR AREA	12,600 SF		
FAR	0.74		
ISR	0.80		
STREET YARD SETBACK:	25' MEASURED FROM RIGHT OF WAY RAYMOND STREET		
SIDE YARD	10'		
REAR YARD	5' *		
HEIGHT STANDARDS	3 STORIES MAX. IN 35 FT (MEASURED TO HIGHEST POINT ON ROOF)		
PARKING AND ACCESS			
RAMP LOCATION AND NUMBER	DIRECT ACCESS FORM EXISTING ALLEY		
REQUIRED PARKING	14	REQ'D (RESIDENTIAL 2 STALLS/UNIT)	20 PROVIDED
PARKING PROPOSED	10 GARAGE SPACES 10 SURFACE SPACES		

Site Grading Note

Other Than Stormwater Area, this site will be built on existing grades with no retaining walls. Contours indicated on this plan are 2 foot contour intervals



Tree Density Notes

Metro tree density requirements will be addressed in final construction documents. At the preliminary phase of this project no detailed tree information is available.

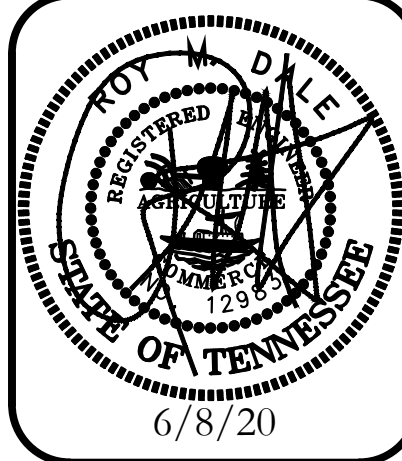
SP Layout



REVISIONS:

Preparation Date:

Newtown Infill Homes  
Preliminary Specific Plan  
Being Parcel 5 on Tax Map 133-06  
Nashville, Davidson County, Tennessee



REV 9/26/20  
REV 10/21/20

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C3.0  
Sheet 3 of 3

516 Heather Place  
Nashville, Tennessee 37204  
(615) 297-5166



2020SP-046-001  
NEWTOWN INFILL HOMES  
Map 133-06, Parcel(s) 005  
Subarea 11, South Nashville  
District 16 (Welsch)  
Application fee paid by: Dale & Associates Inc

A request to rezone from RS7.5 to SP zoning for property located at 200 Raymond Street, approximately 180 feet north of Veritas Street (0.33 acres), to permit seven multi-family units, requested by Dale and Associates, applicant; Robert Cecil and Jeri Lynn Hoffman, owners.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-568, **Version:** 1

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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 R6 to RM15-A zoning for property located at 1119 Chester Avenue, approximately 445 feet east of Gallatin Avenue (0.32 acres), all of which is described herein (Proposal No. 2020Z-127PR-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 R6 to RM15-A zoning for property located at 1119 Chester Avenue, approximately 445 feet east of Gallatin Avenue (0.32 acres), being Property Parcel No. 074 as designated on Map 072-14 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 Map 072 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.

Map & Parcel no. /Owner: Map 072-14, Parcel(s) 074/Michelle Foletta  
Requested by: John Matthew Bell

2020Z-127PR-001  
Map 072-14, Parcel(s) 074  
Subarea 05, East Nashville  
District 07 (Benedict)  
Application fee paid by: John M Bell

A request to rezone from R6 to RM15-A zoning for property located at 1119 Chester Avenue, approximately 445 feet east of Gallatin Avenue (0.32 acres), requested by John Matthew Bell, applicant; Michelle Foletta, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-569, **Version:** 1

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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 IR to SP zoning for property located at 1414 3rd Avenue North, approximately 100 feet north of Taylor Street (0.95 acres), to permit a mixed use development, all of which is described herein (Proposal No. 2020SP-037-001).

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 IR to SP zoning for property located at 1414 3rd Avenue North, approximately 100 feet north of Taylor Street (0.95 acres), to permit a mixed use development, being Property Parcel No. 125 as designated on Map 082-09 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 082 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to a maximum of 103 multi-family residential unit and a maximum of 10,000 square feet of non-residential use as permitted by the MUG-A zoning district Short term rental properties - owner occupied and short term rental properties - not owner occupied are prohibited.

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

1. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
2. The requirements of the Metro Fire Marshal's Office for emergency vehicle access and adequate water supply for fire protection must be met prior to the issuance of any building permits.
3. Comply with all conditions and requirements of Metro reviewing agencies.

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 MUG-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 082-09, Parcel(s) 125/FFN1414 LLC  
Requested by: Smith Gee Studio LLC



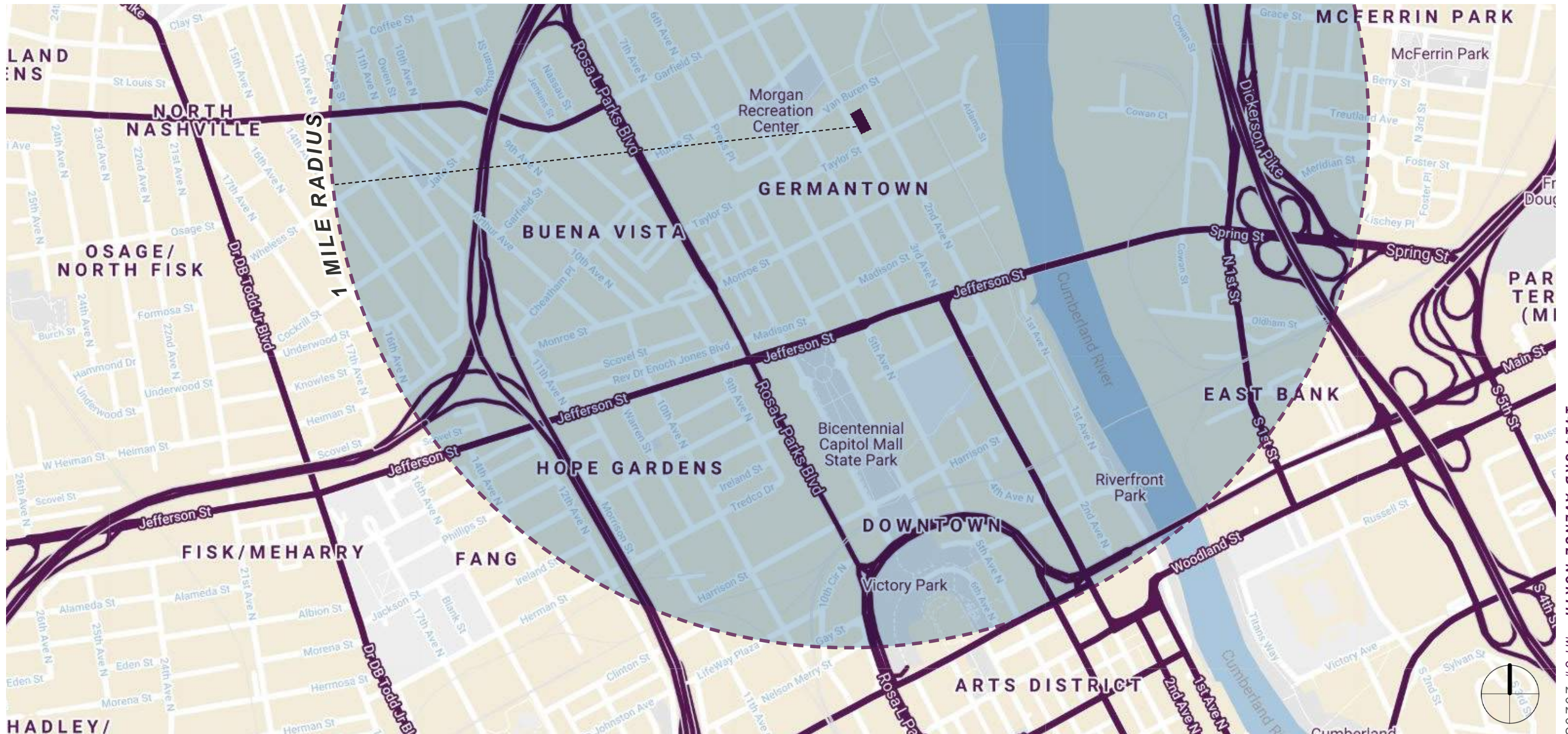
Preliminary Specific Plan

# 1414 3RD AVENUE

Mixed-Use Development on 3rd Avenue North







# 02

## CONTEXT MAP

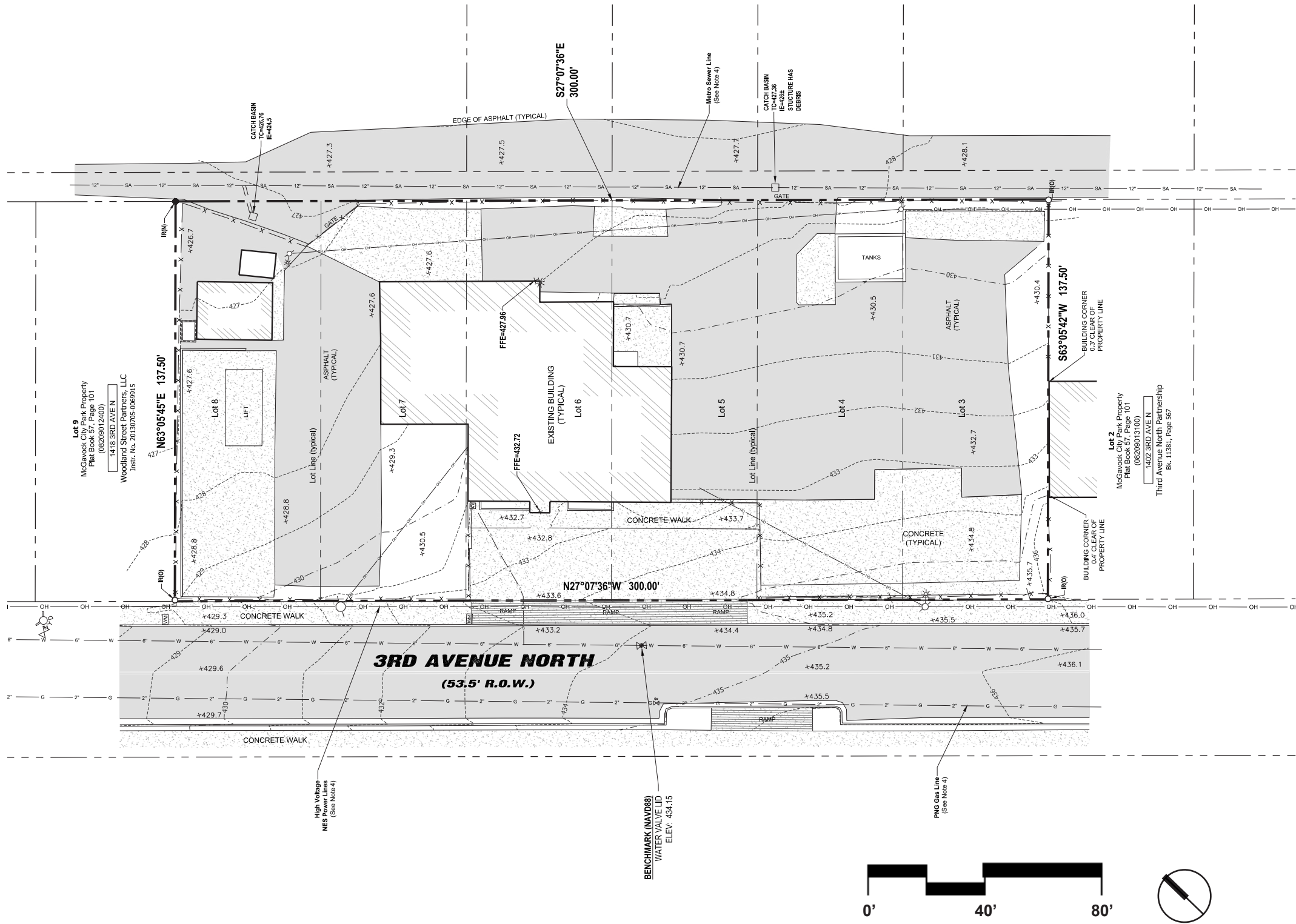
Parcel ID: 08209012500  
 Address: 1414 3rd Avenue North  
 Nashville, TN 37208  
 Owner(s): FFN1414 LLC  
 Council District: (19) Freddie O'Connell

**Developer:**  
 FFN1414 LLC  
 PO Box 150204  
 Nashville, TN 37215  
 ATTN: Derek Lisle  
 dlisle@cottcap.com  
 ATTN: Matt Laitinen  
 mlaitinen@cottcap.com

**Applicant / Land Planner:**  
 Smith Gee Studio  
 209 10th Avenue S., Suite 425  
 Nashville, TN 37203  
 ATTN: Ken Babinchak  
 Kbabinchak@smithgeestudio.com

**Civil Engineer:**  
 Civil Site Design Group  
 2305 Kline Ave #300  
 Nashville, TN 37211  
 ATTN: Sean DeCoster  
 seand@civil-site.com





TOTAL AREA  
41,250 ± square feet or 0.947 acres more or less

MAP REFERENCE  
Parcel ID for subject property is (08209012500) on Davidson County Property Map.

DEED REFERENCE  
Owner : Roy Glenn Goodwin of record in Instrument Number 20140219-0014284 in the Register's Office for Davidson County, Tennessee

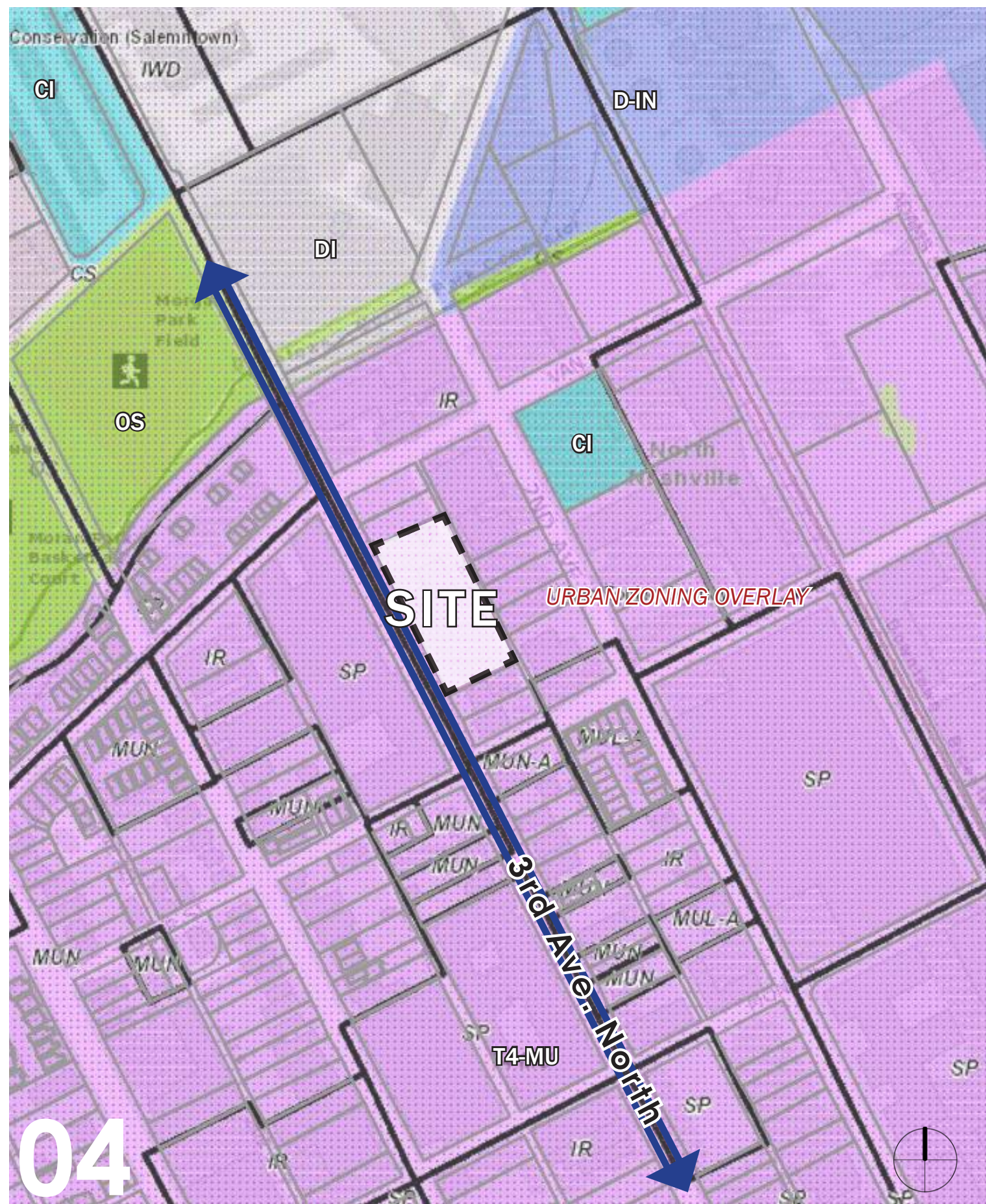
PLAT REFERENCE  
Being Lots 3 through 8 on the subdivision of McGavock City Park of record in Plat Book 57, Page 101 in the Register's Office for Davidson County, Tennessee

- SURVEYOR'S NOTES**
- This Property is located in the 19th Council District of Davidson County Tennessee.
  - Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
  - The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel. MAP NUMBER 47037C0241H MAP REVISED: APRIL 5, 2017
  - Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
  - A Title Report was not provided for the preparation of this survey. Therefore, this survey is subject to the findings of an accurate title search.
  - No Stream determinations were provided to this surveyor. Therefore, this survey does not address the existence or non-existence of any Waters of the State, stream buffers or wetlands.
  - This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
  - Property is currently Zoned "IR" with and Urban Zoning Overlay. Setbacks to be determined by Metro Codes Administration.
  - This survey was prepared for the exclusive use of the person, persons or entity, it any, named on the certification hereon. Said certificate does not extend to any unnamed person without an express re-certification by the surveyor naming said person.

- GPS Notes:
- The (TDOT) Tennessee Geodetic Reference Network was used for this survey
  - GPS locations used for this survey were established using a VRS network consisting of multiple reference stations
  - GPS data was collected with a Spectra Precision 80 receiver.
  - The combined scale factor for this survey is 1.000006 computed at TDOT control point 0.0.
  - The date of this survey is: 01/27/2019

SYMBOL LEGEND	
Symbol	Denotes
	IRON ROD (OLD)
	BENCHMARK
	CATCH BASIN
	FIRE HYDRANT
	GAS VALVE
	WATER VALVE
	WATER METER
	IRON ROD (NEW)
	UTILITY POLE
	LIGHT POLE
	UTILITY POLE with LIGHT





# 04

## SITE OVERVIEW

Land Use Policy Map

The purpose of this Specific Plan application is to permit a mixed-use development. The area will be regulated in order to best respond to the intensity planned for on 3rd Avenue North while respecting the context adjacent to the property.

The property lies within the North Nashville community plan. The regulations will remain consistent with the T4 Urban Mixed Use (T4-MU) policy on the property as described in the Nashville Next Community Character Manual.

**Current Zoning:** Industrial Restrictive (IR)

**Current Land Use Policy:** The property is located within the North Nashville Community Plan and is within the Urban Zoning Overlay. The current land use policy for the property is T4MU (Urban Mixed Use).

**T4 Urban Mixed Use:** is applicable to areas that are envisioned to become primarily mixed use with residential and ancillary commercial and light industrial. The building form is generally in character with the existing development pattern of the urban neighborhood in terms of its mass, orientation, and placement. The scale and massing of industrial buildings is designed through a site-specific plan, which establishes a well-defined transition into surrounding non-industrial uses. The buildings, including the main pedestrian entrances, are oriented to the street. Setbacks are shallow and regular, providing some distinction between the public realm of the sidewalk and the private realm of the residence and spacing between buildings is generally minimal, except for where the industrial land use requires additional separation from adjacent building types and land uses. Density and intensity are secondary to the form of development; however, T4-MU areas are intended to be high density/intensity. Mixed use, non-residential, and multifamily buildings are generally up to five stories in height but may be taller in limited instances. The appropriate height is based on the building type, surrounding context, architectural elements, and location within the neighborhood. Landscaping is formal and street trees and/or planting strips are appropriate. Less extensive new developments provide smaller open spaces that may serve multiple purposes, such as rain gardens that serve as stormwater management devices as well as site amenities. Parking for non-residential and multifamily buildings is provided on-street or on-site, preferably in structured parking located behind, beside, or beneath the primary building, which utilizes a liner so parking structures are not located on the public street. Access to residential, commercial, office, mixed use, and light industrial buildings is provided from alleys and side streets.



Site Photo



# 05

CONTEXT PLAN

## EAST GERMANTOWN

To  
Metro Center

PLANNED  
(SP/5 stories)

MODERA  
GERMANTOWN  
(SP/6 stories  
within 85')

River North  
(T5MU/MUI-A  
15 Stories  
within 150')

HAMMERHILL  
(SP/7 stories)

T4 MU

GREENWAY

GREENWAY

PEDESTRIAN CONNECTION  
TO RIVER NORTH

CUMBERLAND RIVER

Peyton  
Stakes  
5 stories  
in 75 feet

SITE

Neuhoff  
(SP/15 stories  
within 230')

2nd Ave. SP  
6 stories  
within 85 ft.

6 stories  
within 85 ft.

GERMANTOWN  
NATIONAL REGISTER  
DISTRICT

3rd Ave. North

Monroe  
7 stories

LC  
5 stories

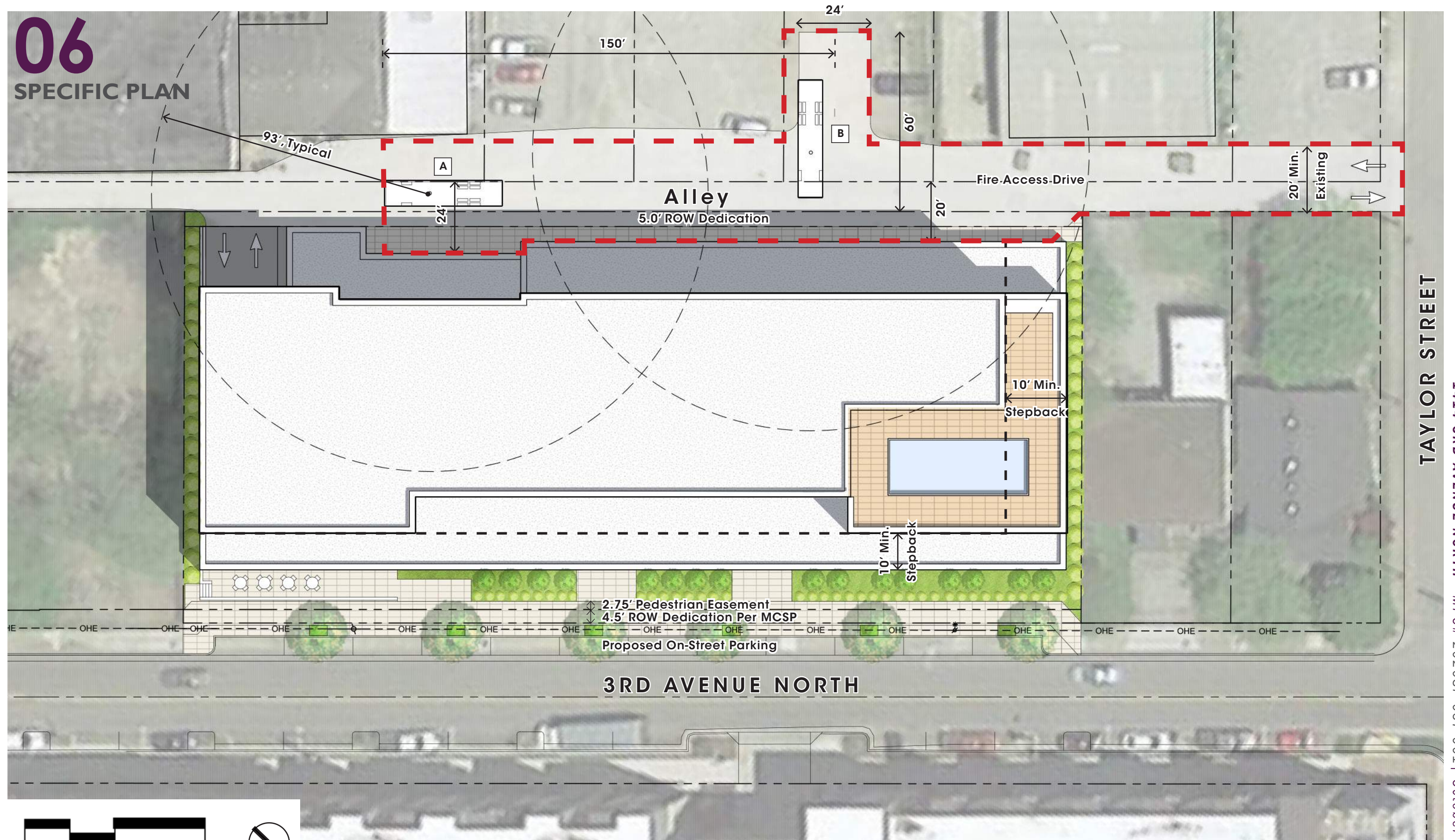
To  
Downtown

T5 MU



# 06

SPECIFIC PLAN



TAYLOR STREET

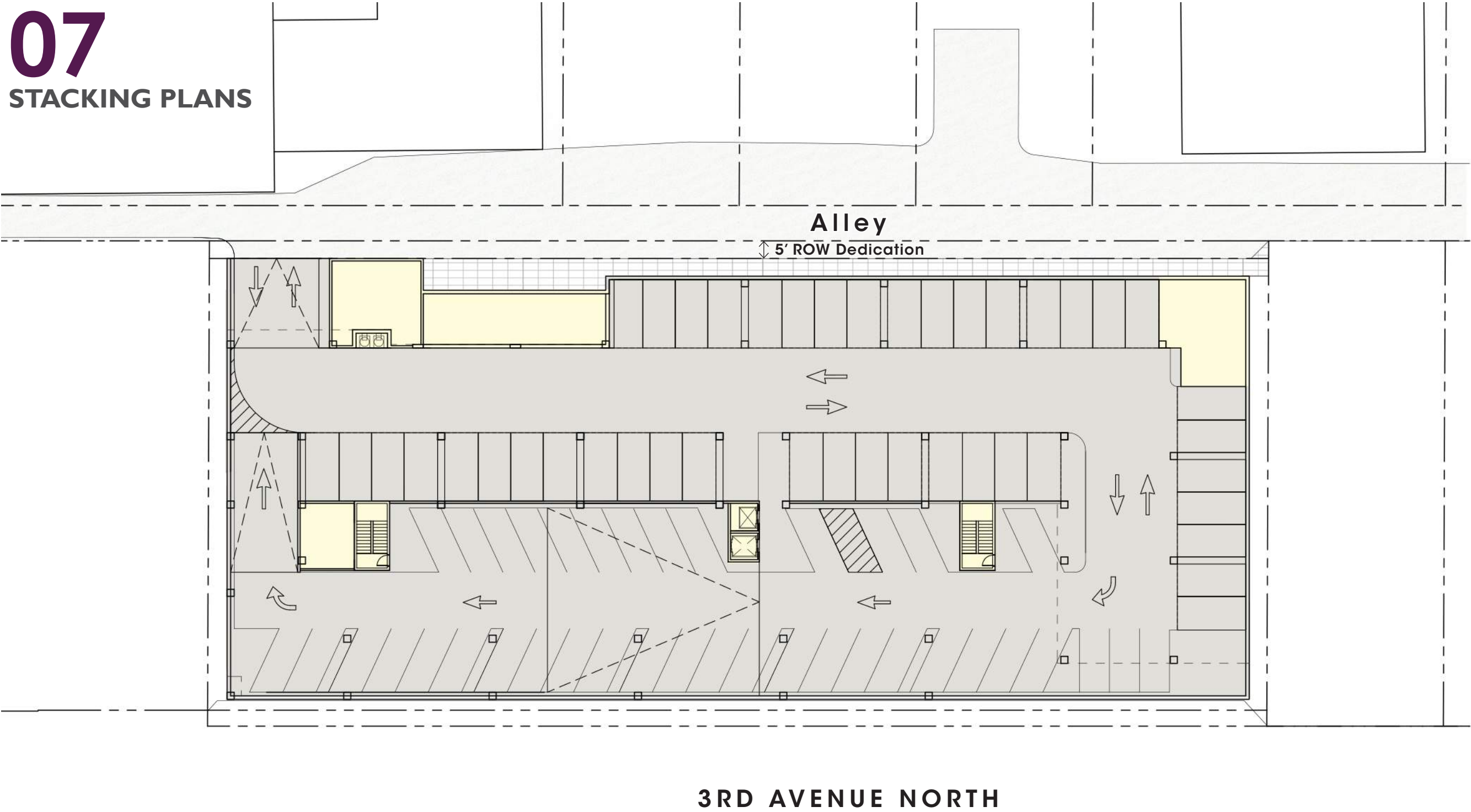
1414 3RD AVENUE NORTH MPC# 2020SP-037-001 | October 22, 2020

Site Plan

\*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.



07  
STACKING PLANS

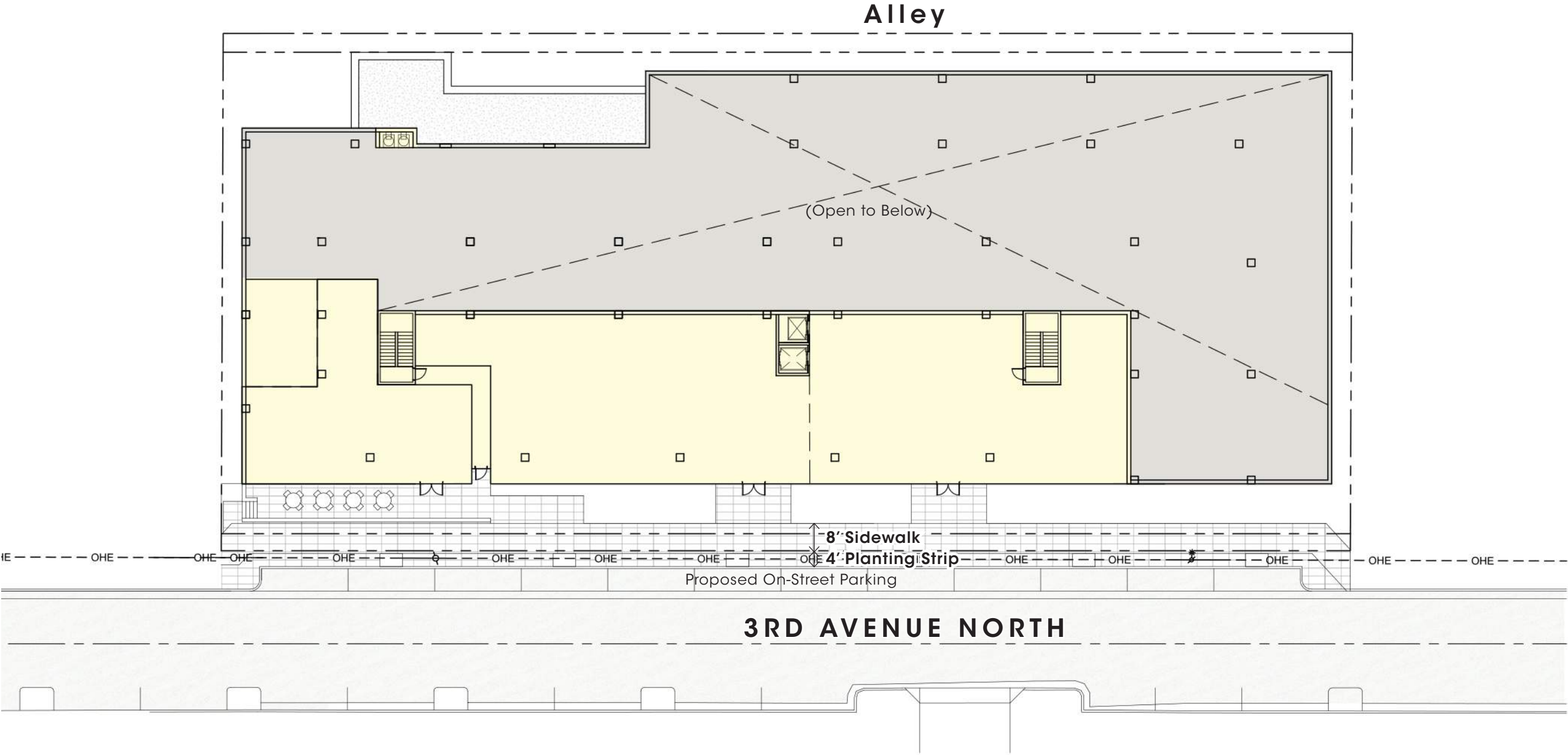


Alley Level Plan

\*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

08

STACKING PLANS

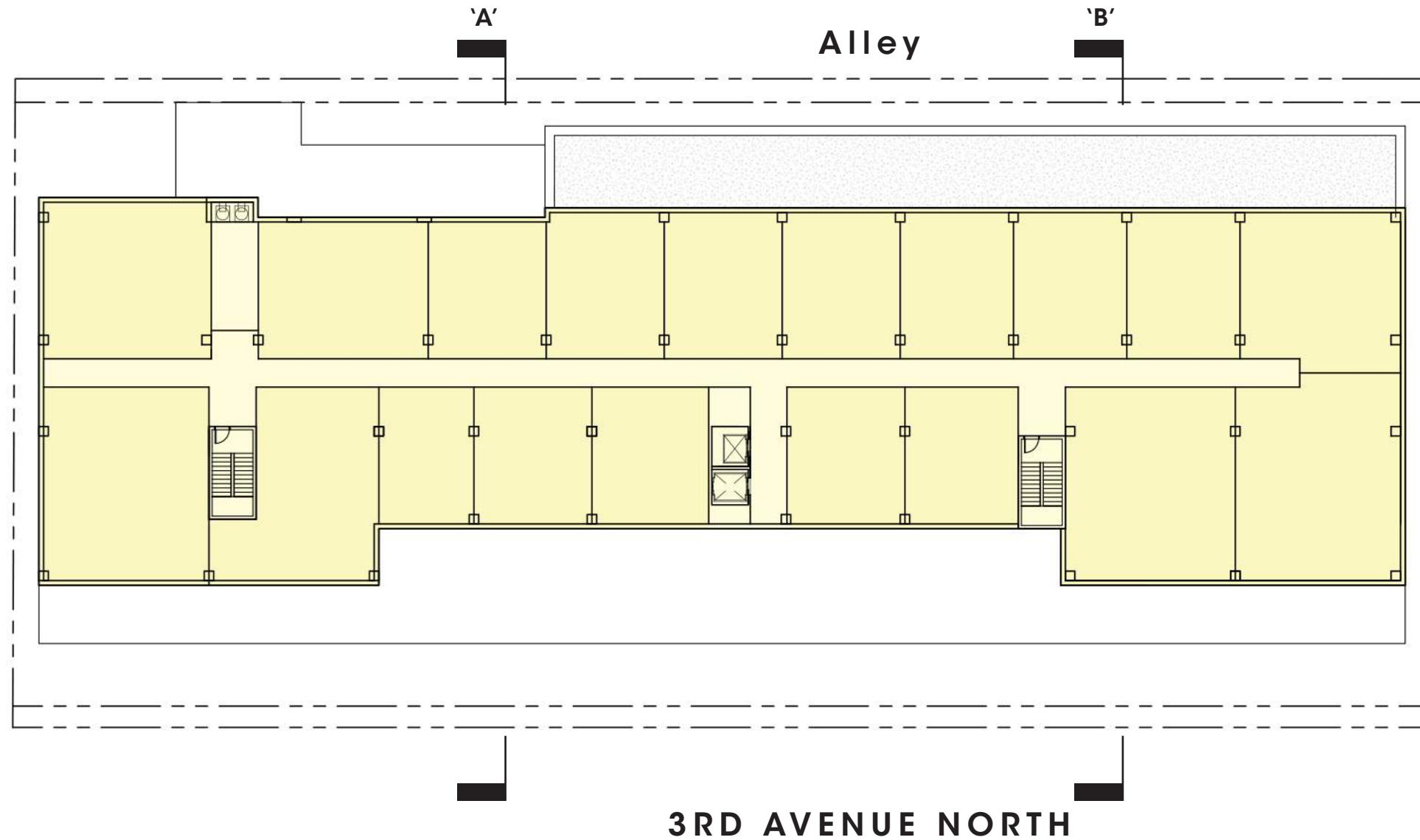


Street Level Plan

\*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.

# 09

## STACKING PLANS



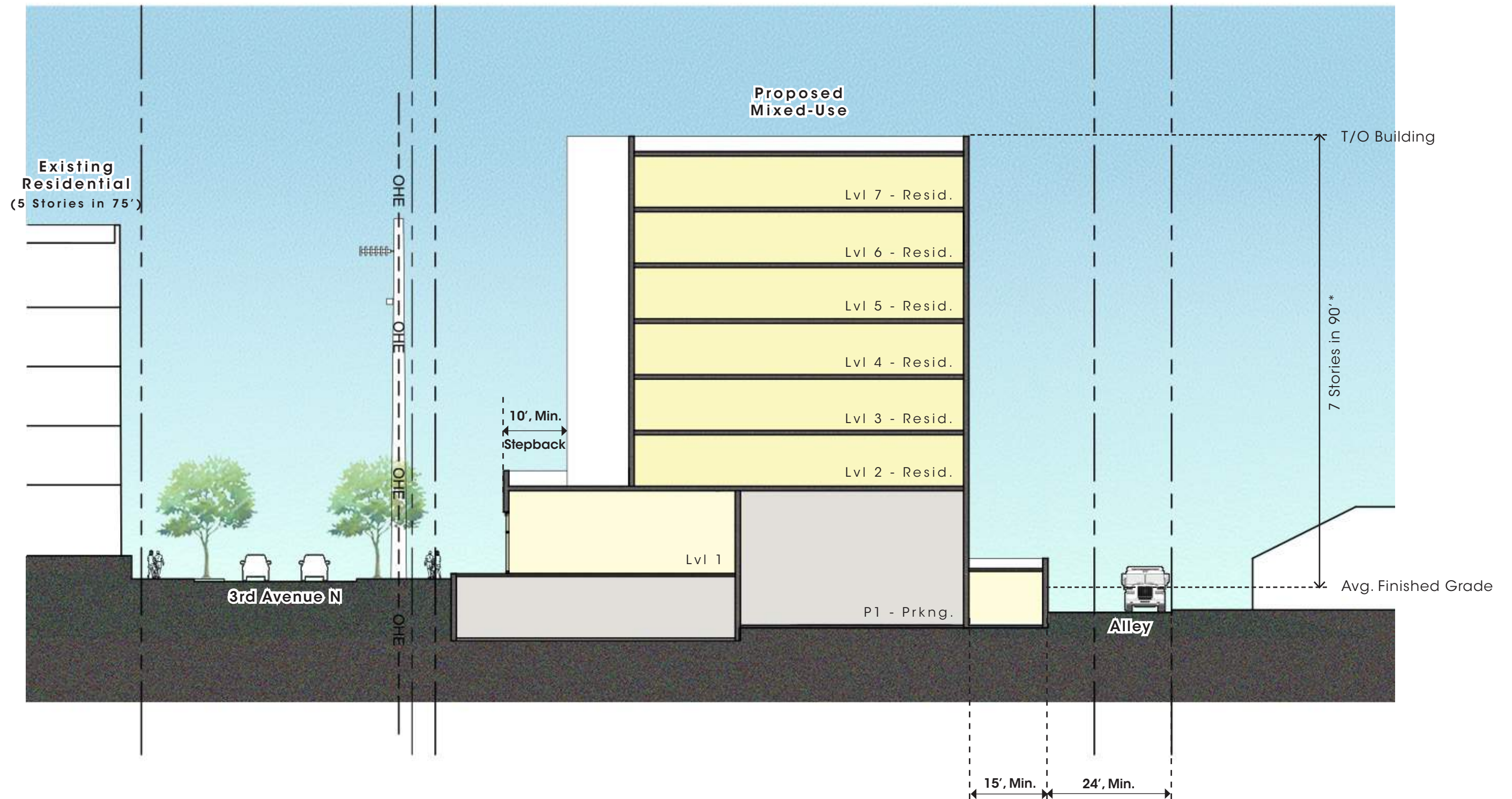
Typical Residential Floor Plan

\*Drawing is for illustration purposes to indicate the basic premise of the development, as it pertains to Stormwater approval / comments only. The final lot count and details of the plan shall be governed by the appropriate stormwater regulations at the time of final application.



# 10

## BUILDING SECTIONS



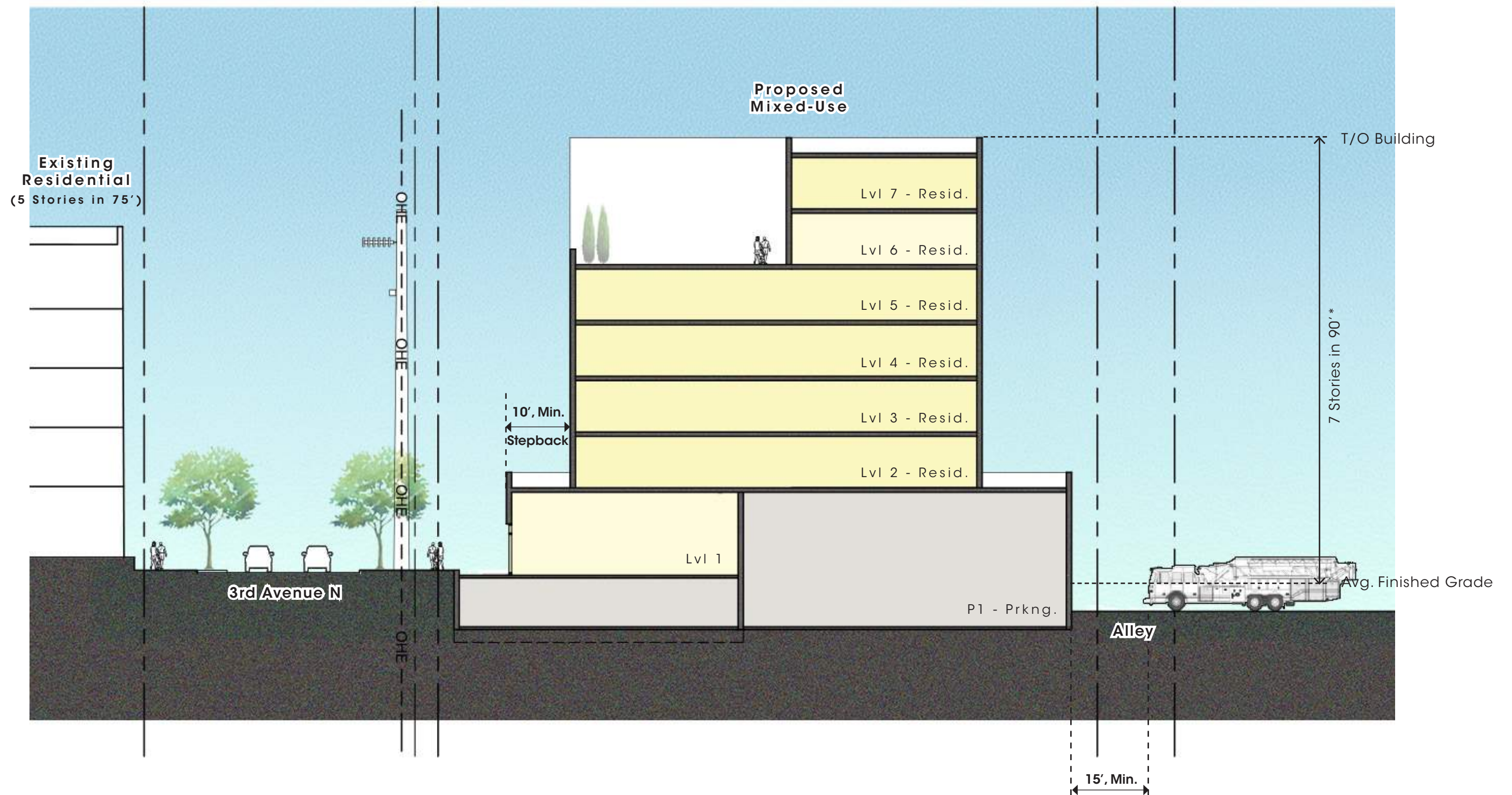
\* A 'Basement' level maybe provided to the development where topo allows for additional sub-surface development including parking and conditioned residential

Building Section 'A'



# 11

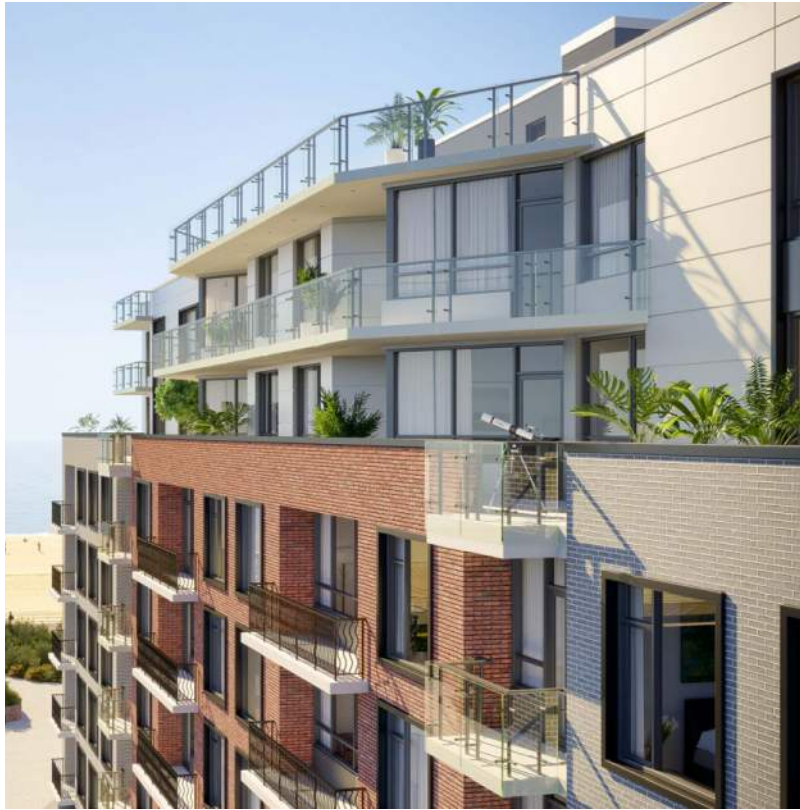
## BUILDING SECTIONS



\* A 'Basement' level maybe provided to the development where topo allows for additional sub-surface development including parking and conditioned residential

Building Section 'B'









# 13

## STREETSCAPE IMAGERY



Current Land Policy  
T4-MU Urban Mixed-Use Neighborhood

**Building Height** - Mixed use, non-residential, and multifamily buildings are generally up to five stories in height **but may be taller in limited instances.** The appropriate height is based on the building type, surrounding context, architectural elements, and location within the neighborhood.

Consideration of taller heights is based on the following factors:



**01. Proximity to other policy areas and the role of the building in transitioning between policies**

Peyton Stakes helps create a buffer and shields the view of the proposed building from the Historic Germantown Neighborhood. Neuhoff is located in a Special Policy Area that allows up to 15 stories in height and is located only 1 block away from the subject property. Many projects are under construction in the area along 2nd and 3rd Avenue of a similar overall height as what is being proposed. We believe the proposed development will serve as a transition between the high intensity developments starting around the Cumberland River and the Historic Germantown Neighborhood. 3rd Avenue has evolved into a transitional street within the community for high density development adjacent to the river to the moderate scale of development internal to the Germantown community.



**02. Planned height of surrounding buildings and the impact on adjacent historic structures**

See Note 01.



**03. Contribution that the building makes to the overall fabric of the Mixed Use Neighborhood in terms of creating pedestrian-friendly streetscapes, plazas and open space, public art, innovative stormwater management techniques, etc.**

The proposed development provides ground-level active uses along 3rd Ave N. A raised promenade with soft landscaping will help access commercial along the NW portion of the site while mitigating the challenging grade change. In addition, outdoor plazas will be provided as an extension of the public sidewalk and a new transit shelter and new sidewalks will be constructed to accomodate transit riders on this busy corridor.



**04. Relationship of the height of the building to the width of the street and sidewalks, with wider streets and sidewalks generally corresponding to taller building heights**

The MCSP currently requires a ROW dedication of 4.5 ft. The proposed development is dedicating an additional 8 ft. along 3rd Ave N to provide for expanded sidewalks, planting strips, street trees, convenient on-street parking and a 6 ft. bike lane for the community. This additional area significantly increases the buildings setback from the existing street edge. This essen tially acts as a 'building setback' by placing the building 8 ft. further back from the street than is required by the MCSP. A 10 ft. minimum vertical stepback from the build-to-zone is also pro posed (Max. Height in Build-to-Zone is 5 stories) to help open up the street corridor even further and create a more pedestrian scaled environment. The building stepback is currently proposed at the 5th story but the development team is open to the stepback occuring at any level from Floor 1 to Floor 5 depending on what is considered the best urban design solution from the Metro Planning staff's perspective.



**05. Prominence of the intersection or street segment on which the building is located, with locations along or at intersections of arterial-boulevard streets being favored for taller buildings.**

The proposed development is located along 3rd Avenue North. This street is a major transit corridor that connects Downtown to MetroCenter. We believe this street can support taller building heights and higher intensity development.



**06. Capacity of the block structure and rights-of-way to accommodate development intensity**

The proposed development is located in the UZO, within close proximity to downtown, and along a major transit corridor with rear alley access.



**07. Proximity to existing or planned transit, with increased height benefits for areas within 0.25 mile of a High Capacity Transit station**

Wego Nashville Bus Route #9 is located on 3rd Ave North, with available bus stops within close walking distance. In addition, outdoor plazas will be provided as an extension of the public side walk and a new transit shelter will be constructed to accomodate transit riders on this busy corridor. As requested by WEGO, the development team is willing to coordinate with the agency on the installation of a new improved transit shelter and crosswalks for the site to increase the mobility of transit rider on the corridor.



**08. Use of increased building setbacks and/or building stepbacks to mitigate increased building heights**

The proposed development proposes an additional 8 ft. of ROW dedication than what is required by the MCSP along 3rd Ave N. The proposed development provides a 10 ft. min. horizontal stepback from the build-to-zone (Max. Height in Build-to-Zone is 5 stories) along 3rd Ave N and along the eastern boundary line to provide a height transition to the existing adjacent building. Currently, that is proposed at the 5th story but he development team is open to the stepback occuring at any level from Floor 1 to Floor 5 depending on what is considered the best urban de sign solution from the Metro Planning staff's perspective.

(cont'd)



**09. Topography and other unique site and locational characteristics**

The proposed development has significant changes in grade along the 3rd Ave N street frontage and from 3rd Ave N to the rear alley. Existing overhead power lines along 3rd Ave N make it challenging to position the building closer to the street.



**10. Ability to provide light and air between buildings and in the public realm of streets, sidewalks, internal walkways, multi-use paths, and open spaces**

See Note 04 and Note 08.

**OTHER CONSIDERATIONS**

Over the last year we have had many community meetings and conversations with the Historic Germantown Neighborhood Association (HGNA), neighborhood groups, residents, stakeholders and the council member. It was universally understood that this site is unique and important to the community. From the community’s perspective, they are comfortable with additional height for this project based on it’s unique location within the neighborhood, it’s unique design features, proposed uses and commitment to high quality materials. Additionally, the following factors further support the unique design features of the project:

- **High Quality Building Materials**
- **Commitment to Type 1 Construction (High quality concrete and steel / not wood framing)**
- **Commitment to Transit Improvements and infrastructure**
- **Proposed public realm improvements (sidewalks / plazas / streetscape)**
- **Active Uses**
- **Commitment to meet and exceed the Neighborhood Design Guidelines**
- **Commitment to providing brick sidewalks**
- **For Sale Condos - with universal design features for all aged residents**
- **Home ownership promotes stability within the community**
- **Building Stepback and Form**
- **Support from the Council member and multiple neighborhood groups (see HGNA support letter on next page).**

November 8, 2019

Dear Members of the Planning Commission:

At its November 4, 2019 meeting, the Historic Germantown Neighborhood Association (HGN) voted (5-2) to support Derek Lisle’s preliminary plans for the condominium project at 1414 3rd Avenue N. The HGN Board, Development Committee, and a Citizen Advisory group carefully reviewed and offered input on building plans at numerous stages of completion.

Here is what we found to be pertinent facts concerning this site. Some were gleaned from Metro Planning Commission documents; others from information offered by the developer; still more from direct observations by HGN:

- The property is subject to guidelines found in *Nashville Next’s* North Nashville Community Plan transect for a T4 Mixed Use (MU) Urban area;
- The site lies beyond Germantown’s Historic Zoning Overlay District boundaries;
- This property and most others in the general area east of 3<sup>rd</sup> Avenue are zoned IR (Industrial Restrictive);
- Abutting this property on the 1400 block are:
  1. North: a planned four story commercial development
  2. South: two single story structures, the farthest of which lies within the historic district
  3. East: an alley and then a private parking lot
  4. West: Peyton Stakes apartment complex;
- Third Avenue is designated as an Arterial Boulevard with medium to high user volumes;
- Parking is not currently allowed on the east side of 3<sup>rd</sup> Avenue from Jefferson to Van Buren Streets;
- The 1300 block of 3<sup>rd</sup> Avenue consists of residential units on the east side and a mix of residential, commercial, and a high rise apartment on the west side.
- The 1200 and 1100 blocks of 3rd Avenue contain a mix of commercial, industrial, and residential (apartment) uses.
- A zoning change from IR to SP (Specific Project) is needed for this project to proceed.
- The section of Germantown east of 3<sup>rd</sup> Avenue is likely to experience the greatest amount of development during the next five years;

What is known about the proposed plan is that it is generally consistent with the T4 MU Design Principles in terms of massing, orientation, setback, landscaping and parking. The same does not hold true for either building height or transition to adjacent structures.

With respect to Building Height, the Community Character Policy states that, “Mixed use, non-residential, and multifamily buildings are generally up to five stories in height but may be taller in limited instances. Consideration of taller heights is based on the following factors: (we have omitted non-relevant factors)

- ... building type, surrounding context, architectural elements, and location within the neighborhood;
- Planned height of surrounding buildings and impact on adjacent historic structures;
- Contribution the building makes to the overall fabric of the Mixed Use Neighborhood in terms of creating a pedestrian-friendly streetscape...
- Prominence of the ... street segment..., with locations along...arterial-boulevard streets being favored for taller buildings;
- Use of increased building setbacks and/or building setbacks to mitigate increased building heights...”

With respect to Transitioning (Adjacent Historic Structures), the Community Character Policy states that: “New structures are designed to provide a transition in scale and massing to adjacent historic structures. A successful transition may be provided by reducing the height and massing of the new structure when approaching a smaller historic structure...”

The HGN Board believes that an exception to the Building Height and Transitioning issues identified above is warranted on this particular project for the reasons stated below. Some are directly relevant to the Community Character guidelines; others relate to our neighborhood’s core values:

1. During our evaluation, the HGN Board focused primarily on height and not the number of stories. At 84 feet and seven stories, the building exceeds the 75’ height typically allowed for five story structures. During our deliberations, the developer lowered the overall building height from its original design. His decisions about using concrete framing and dropping the southwest corner below street level decreased the overall height and allowed for additional stories;
2. A high quality building is proposed both in terms of its architectural design and selection of construction materials;
3. The 3<sup>rd</sup> Avenue and south facing façades have setbacks and setbacks that reduce the mass and height impacts to adjacent structures;
4. Plans for the streetscape are consistent with HGN’s core values related to quality of life issues such as walkability and access to public transportation;
5. HGN will have the opportunity to review all revised plans prior to their submission to the Planning Commission;
6. The plan submitted for the Preliminary SP zoning request will be the developer’s final plan and only be subject to changes required by Metro Planning;
7. The building’s HOA Agreement will preclude Short Term Rentals;

8. The plan calls for constructing for-sale condos which will increase the level of property ownership in Germantown. Recent years have seen a significant decline in the percentage of residents who own and live in Germantown. This commitment from the developer was critical in gaining the HGN Board’s support for the project.

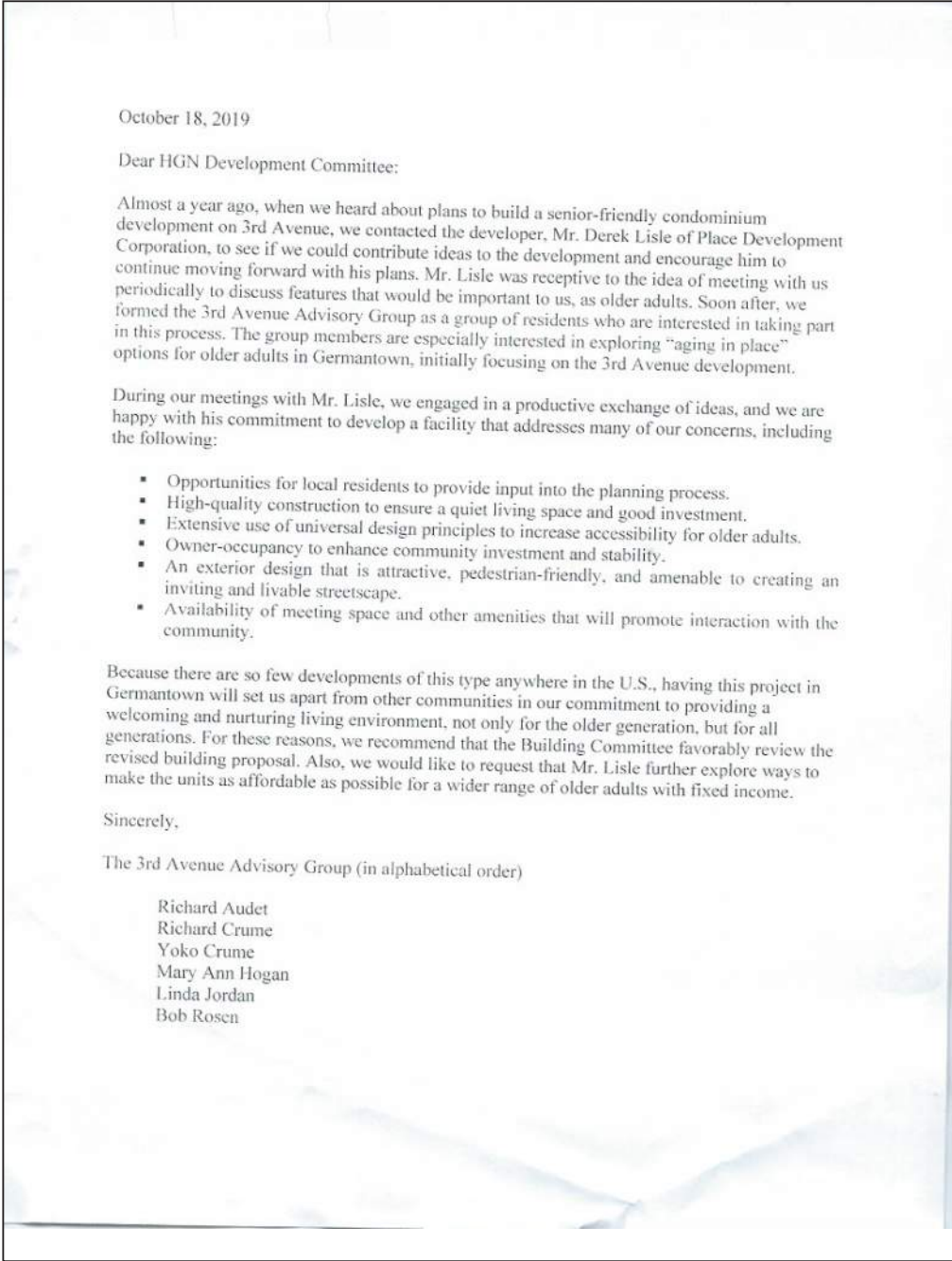
We emphasize that the quality of the building’s design and choice of materials, and the developer’s willingness to engage with the Board and neighborhood residents were the principal factors behind our Board’s willingness to support additional building height. The concrete and steel construction allowed the developer to design a building that the community will be proud to have as a recognizable landmark.

HGN’s backing of this project should not viewed by either Metro Planning or current and future developers as indicative of general support for additional building height across Germantown. If indeed HGN has set precedent here, then let this instance be seen as an exception that was based on the building’s high quality, intensive neighborhood engagement, and careful attention to our community’s quality of life concerns.

Sincerely,

Richard H. Audet  
HGN President





Letter of Support from Germantown Village / 3rd Avenue Advisory Group.



# 18

## ADDITIONAL REGULATIONS + NOTES

### Standard SP Notes:

- The purpose of this SP is to receive preliminary approval to permit a mixed use development as shown.
- For any development standards, regulations and requirements not specifically shown on the Regulatory SP plan and/or included as a condition of Council approval, the property shall be subject to the standards, regulations, and requirements of MUG-A as of the date of the application request or application.
- 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 the 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.
- All development is currently planned to be constructed in one phase and will begin the planning and design stages for Final SP after the approval of the preliminary SP by Metro Planning Commission.

### ARCHITECTURAL STANDARDS

- Windows shall be vertically oriented at a ratio of 2:1 or greater, except for dormers, decorative windows, clerestory windows, and egress windows; Planning staff may allow modifications to this standard for dormers, decorative windows, clerestory windows, egress windows and other special conditions.
- Elevations for all units will be required with the submittal of the final SP site plan.
- Buildings shall provide a functional entry onto the street/sidewalk network or other public space at frequent intervals to promote activity at the street level. Where feasible, due to site elevations and ground floor conditions, residential units fronting a public street or green space shall provide a connection/entrance to public sidewalk.
- For building facades fronting streets and public open space, the width of any blank facade (without glazing) shall not exceed 30 feet. Pilasters, building wall recesses or projections, and/or variations in materials and color may be used to achieve this massing standard.
- Refuse collection, recycling, and mechanical equipment shall be fully screened from public view by the combination of fences, walls, or landscaping.
- Proposed building materials shall reflect the quality of materials found within the traditional Germantown context. Vinyl siding products, fiber cement lap siding, and untreated wood are prohibited. Primary building materials shall consist of masonry and glass. A maximum of 15% of the solid facade area may be fiber cement panels and a maximum of 15% of the solid facade area may be architectural metal.
- Building facades fronting a street shall provide a public pedestrian entrance.
- Landscape Standards:**
- The developer of this project shall comply with Metro Zoning Code Chapter 17.24

- Street trees shall be provided, irrigated and maintained by Owner along all street frontages at a minimum spacing average of 50 linear feet. All street trees placed within ROW shall count toward tree density unit credit outlined in Metro Zoning Code 17.24.
- Streetscapes along 3rd avenue north shall include brick sidewalks and decorative street lights. Installed street trees of a higher quality canopy shall be a minimum of 4 caliper inches, unless dictated otherwise by urban forester or other metro agencies.

### FEMA Note:

- This property lies in an area designated as an area of minimal flood hazard according to Federal Emergency Management Agency Flood Insurance Rate Map Panel Number 47037C0241H, dated April 5, 2017.

### Metro Public Works Notes:

- The final site plan/building permit site plan shall depict the required public sidewalks, any required grass strip or frontage zone and the location of all existing and proposed vertical obstructions within the required sidewalk and grass strip or frontage zone. Prior to the issuance of use and occupancy permits, existing vertical obstructions shall be relocated outside of the required sidewalk. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- Any required right-of-way within the project site that is identified as necessary to meet the adopted roadway plans shall be dedicated or provided through appropriate easements.
- The developer's final construction drawings shall comply with the design regulations established by the Department of Public Works, in effect at the time of the approval of the preliminary development plan or final development plan or building permit, as applicable. Final design may vary based on field conditions.
- The design of the public infrastructure is to be coordinated with the Final SP. The roads, pedestrian infrastructure, bicycle routes, etc. are to be designed and constructed per MPW standards and specifications.
- All construction within the right of way shall comply with ADA and Metro Public Works Standards and Specifications.
- Trash and recycling service is to be contracted between the developer/owner and a private hauler.
- Bicycle parking shall be provided in accordance with section 17.20.135 of the Metro Zoning Code.
- A Traffic Impact Study shall be completed and approved prior to FINAL SP site plan approval. Roadway Improvements that are a direct result of this specific project or as determined by an approved Traffic Impact Study and the Department of Public Works shall be constructed.
- Primary vehicular access to the site shall be provided from the existing alley.

- Parking bulb-outs shall be permitted as necessary within the proposed on-street parking area located on 3rd Ave N.
- Temporary loading and rideshare shall be provided/permittted within the proposed on-street parking area located on 3rd Ave N.
- The developer shall contribute \$50,000 towards off-site transportation improvements in the immediate vicinity of the project site. The developer's contribution may be used by MPW towards future intersection traffic

control projects, sidewalk projects, or bikeway projects.

### Fire Marshal Notes:

- New commercial developments shall be protected by a fire hydrant that complies with the 2006 edition of NFPA 1 Table H.
- No part of any building shall be more than 500 ft. from a fire hydrant via a hard surface road. Metro Ordinance 095-1541 Sec. 1568.020 B
- All fire department access roads shall be 20 feet minimum width and shall have an unobstructed vertical clearance of 13.5 feet.
- All dead-end roads over 150 ft. in length require a 100-ft. diameter turnaround, this includes temporary turnarounds.
- If more than three stories above grade, Class I standpipe system shall be installed.
- A fire hydrant shall be provided within 100 ft. of the fire department connection.
- Fire hydrants shall be in-service before any combustible material is brought on site.
- Fire department access roads shall comply with the current adopted fire code. Buildings greater than 30' in height shall meet aerial apparatus access requirements. Any building/unit that is unable to meet the aerial apparatus access requirements shall be limited to a maximum of 30' in height. Required fire flow shall be determined using IFC Appendix B and any local amendment, based on gross square footage of each structure. Fire department access roads shall comply with the current adopted fire code at the time of construction. Fire Department access roads shall have an unobstructed clear width of 20'. Where a fire hydrant is located on a fire apparatus access road the minimum width shall be 26' exclusive of shoulders. Aerial Fire Apparatus access shall be provided for any structure 30 feet or greater in height. Fire lane signage shall be provided in accordance with the adopted fire codes. Limited building detail, and/or building construction information provided. Construction must meet all applicable building and fire codes. Any additional fire code or access issues will be addressed during the construction permitting process. Future development or construction may require changes to meet adopted fire and building codes. - JLA Overhead lines on 3rd. Aerial apparatus access is proposed from the alley. Alley must meet fire apparatus access road requirements.

### NES Notes:

- Where feasible, this development will be served with underground power and pad-mounted transformers.
- NES facilities will not be allowed to sit in or to pass through retention areas, including rain gardens, bioretention areas, bioswales, and the like. This includes primary duct between pad-mounted transformers equipment, as well as service duct to a meter.

### Stormwater Notes:

- Any excavation, fill, or disturbance of the existing ground elevation must be done in accordance with Stormwater Management Ordinance No. 78-840 and approved by the Metropolitan Department of Water Services
- Metro Water Services shall be provided sufficient and unencumbered ingress and egress at all times in order to maintain, repair, replace, and inspect any stormwater facilities within the property.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual. (Minimum driveway culvert in Metro ROW is 15" CMP.)
- Project intent is to be redeveloped per the requirements of Volume 5 (LID) of the Stormwater Manual. Detention will be provided or post developed runoff will be less than predeveloped runoff due to LID implementation.

### Water Services:

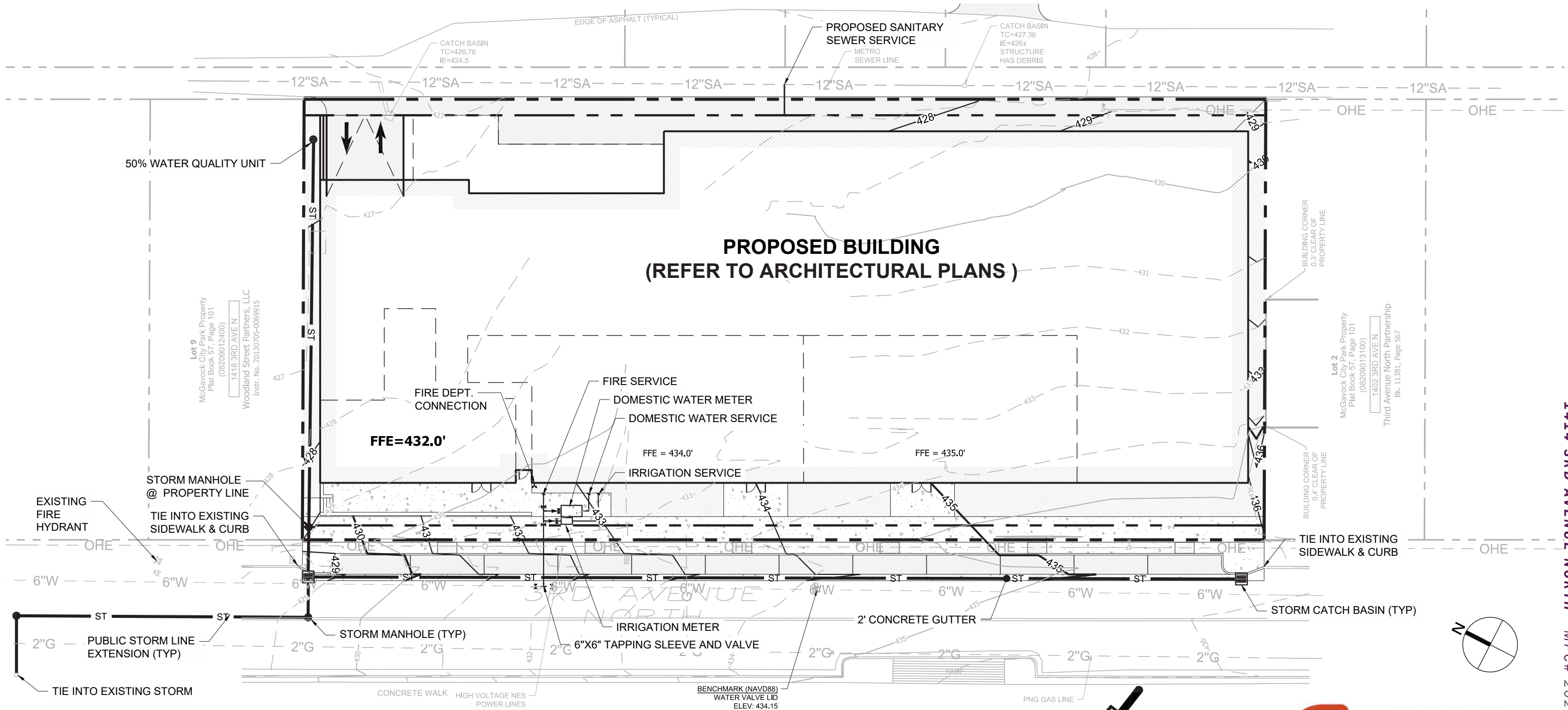
- Approved as a Preliminary SP only. Public and/or private water and sewer construction plans must be submitted and approved prior to Final SP approval. These approved construction plans must match the Final Site Plan/SP plans. The required capacity fees must also be paid prior to Final Site Plan/SP approval.

### Federal Compliance:

- All development within the boundaries of this plan will meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.

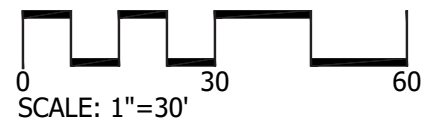
Site Acreage	0.947 acres	
Permitted Uses	All uses per MUG-A	
Max. Number of Residential Units Permitted	103 units	
Non-Residential SF Permitted	2,000 SF Min. - 10,000 SF Max.	
FAR	5.0	
ISR	1.0	
Height Standards <sup>1</sup>	Ground Floor	14 feet Floor to Floor Min.
	Build-To-Zone	5 Stories within 70 feet
	Min. Step-back	10 feet
	Max. Height	7 Stories within 90 feet
Street Build-To-Zone <sup>2</sup>	0 feet - 15 feet	
Side / Rear Setback	0 feet	
Parking Requirements	Per Chapter 17.20 - Parking, Loading and Access of Metro Zoning Code	
Glazing <sup>3</sup>	Residential	25% min.
	Non-Residential	50% Ground Floor 40% Upper Floor
Raised Foundations <sup>4</sup>	Residential	18 in. min. to 36 in. max
	Non-Residential	36 in. max.
<div>1Overall building height in feet to be measured consistent with the Metro Zoning Code; no building or other structure shall penetrate the top of building except as permitted by title 17.12.060 - Building Height Controls; Mezzanines shall not be considered a story for the purposes of calculating overall # of stories. Minimum building stepback shall be measured from 3rd Avenue North and as a transition to the adjacent structure at 1402 3rd Avenue North.</div> <div>2Build-To-Zone to be measured from back of proposed sidewalks on public streets, private drives and garden courtyards.</div> <div>3Minimum glazing requirements shall be required on building facades facing public easements. The first floor transparent glazing area calculation shall be measured from the finished grade at the setback to the finished floor elevation of the second floor, or to a height of sixteen feet, whichever is less. Upper floor glazing calculations shall be measured from floor to floor.</div> <div>4With the exception of commercial uses, accessible units, visitable units, residential amenities, and topographically challenged units; challenging site topography may result in raised/lowered foundations at strategic locations. Screening is required when raised foundations exceed 36” along public streets, easements and open spaces.</div>		





## NOTES:

1. THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. DETAILED DESIGN AND CALCULATIONS SHALL BE PROVIDED AT THE TIME OF THE FINAL SPECIFIC PLAN APPLICATION.
2. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED ACCESS IN ORDER TO MAINTAIN AND REPAIR UTILITIES ON THIS SITE.
3. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).
4. A LOW IMPACT DESIGN (LID) WAIVER FOR THIS SITE WAS APPROVED ON MAY, 15, 2019. DETENTION AND WATER REQUIREMENTS FOR THIS SITE SHALL BE BASED ON VOLUME 4 OF THE STORMWATER MANAGEMENT MANUAL.
5. BACKFLOW PREVENTER AND DOUBLE DETECTOR CHECK VALVE FOR FIRE, IRRIGATION & DOMESTIC LINES TO BE LOCATED INSIDE THE BUILDING. A VARIANCE FROM MWS WILL BE APPLIED FOR AT THE FINAL SP.



# 19

## PROPOSED UTILITY AND GRADING PLAN

2020SP-037-001  
1414 3RD AVENUE NORTH  
Map 082-09, Parcel(s) 125  
Subarea 08, North Nashville  
District 19 (O'Connell)  
Application fee paid by: Franklin Synergy Bank

A request to rezone from IR to SP zoning for property located at 1414 3rd Avenue North, approximately 100 feet north of Taylor Street (0.95 acres), to permit a mixed use development, requested by Smith Gee Studio LLC, applicant; FFN1414 LLC, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-570, **Version:** 1

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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 RS5 to R6-A zoning for property located at 223 Lucile Street (0.16 acres), approximately 200 feet west of Meridian Street, all of which is described herein (Proposal No. 2020Z-107PR-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 RS5 to R6-A zoning for property located at 223 Lucile Street (0.16 acres), approximately 200 feet west of Meridian Street, being Property Parcel No. 032 as designated on Map 071 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 Map 071-15 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the following conditions shall be completed, bonded or satisfied as specifically required:

1. Prior to the issuance of building permits, half of the remaining right-of-way for Alley #2017 required to meet the Public Works standard shall be dedicated.

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.

Map & Parcel no. /Owner: Map 071-15, Parcel(s) 032/On the Horizon Homes, LLC  
Requested by: On the Horizon Homes, LLC

2020Z-107PR-001

Map 071-15, Parcel(s) 032

Subarea 05, East Nashville

District 05 (SParker)

Application fee paid by: On the Horizon Homes, LLC

A request to rezone from RS5 to R6-A zoning for property located at 223 Lucile Street (0.16 acres), approximately 200 feet west of Meridian Street, requested by On The Horizon Homes LLC, applicant and owner.







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-571, **Version:** 1

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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 IWD to MUG-NS zoning for property located at 44 Vantage Way, approximately 370 feet east of French Landing Drive (7.83 acres), all of which is described herein (Proposal No. 2020Z-124PR-001).

Map & Parcel no. /Owner: Map 070-16, Parcel(s) 014, Titanville LL, LP  
Requested by: Bradley Arant Boult Cummings LLP

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 IWD to MUG-NS zoning for property located at 44 Vantage Way, approximately 370 feet east of French Landing Drive (7.83 acres), being Property Parcel No. 014 as designated on Map 070-16 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 Map 070 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.



2020Z-124PR-001

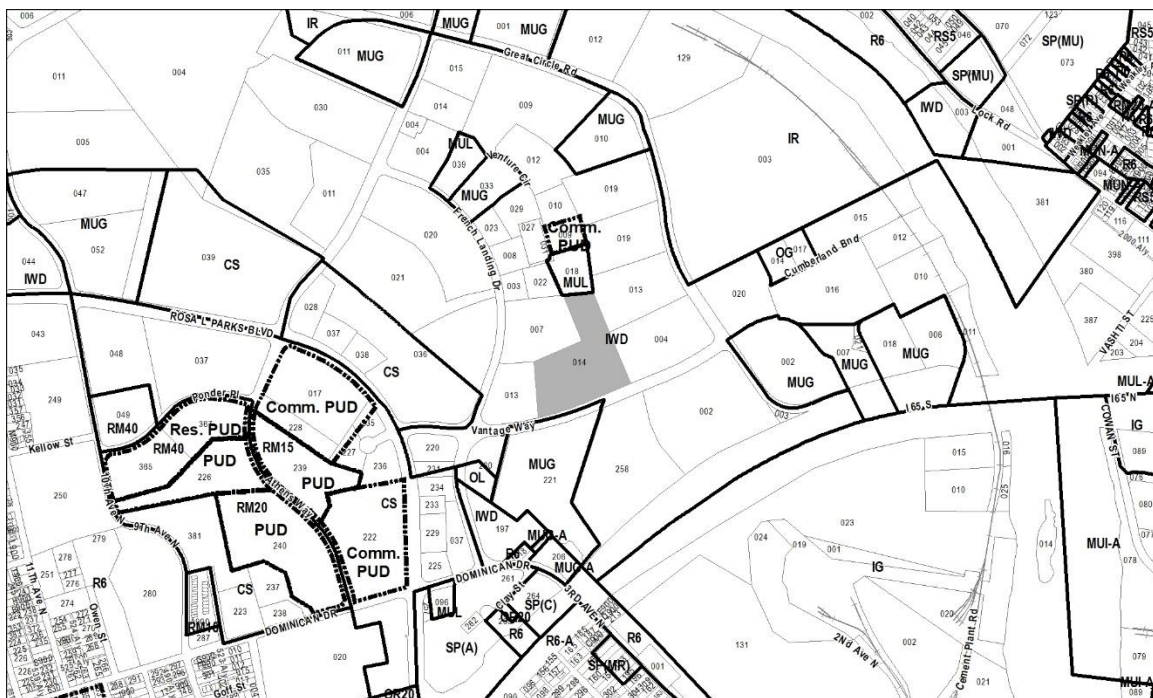
Map 070-16, Parcel(s) 014

Subarea 08, North Nashville

District 02 (Toombs)

Application fee paid by: Bradley Arant Boult Cummings  
LLP

A request to rezone from IWD to MUG-NS zoning for property located at 44 Vantage Way, approximately 370 feet east of French Landing Drive (7.83 acres), requested by Bradley Arant Boult Cummings LLP, applicant; Titanville LL, LP, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-572, **Version:** 1

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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 cancelling a portion of a Planned Unit Development Overlay District for property located at 451 Elysian Fields Road, approximately 650 feet west of Nolensville Pike, zoned OR20 and within the Nolensville Pike Corridor Design Overlay District (1.63 acres), all of which is described herein (Proposal No. 75-83P-005).

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 cancelling a portion of a Planned Unit Development Overlay District for property located at 451 Elysian Fields Road, approximately 650 feet west of Nolensville Pike, zoned OR20 and within the Nolensville Pike Corridor Design Overlay District (1.63 acres), being Property Parcel No. 077 as designated on Map 133-14 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.

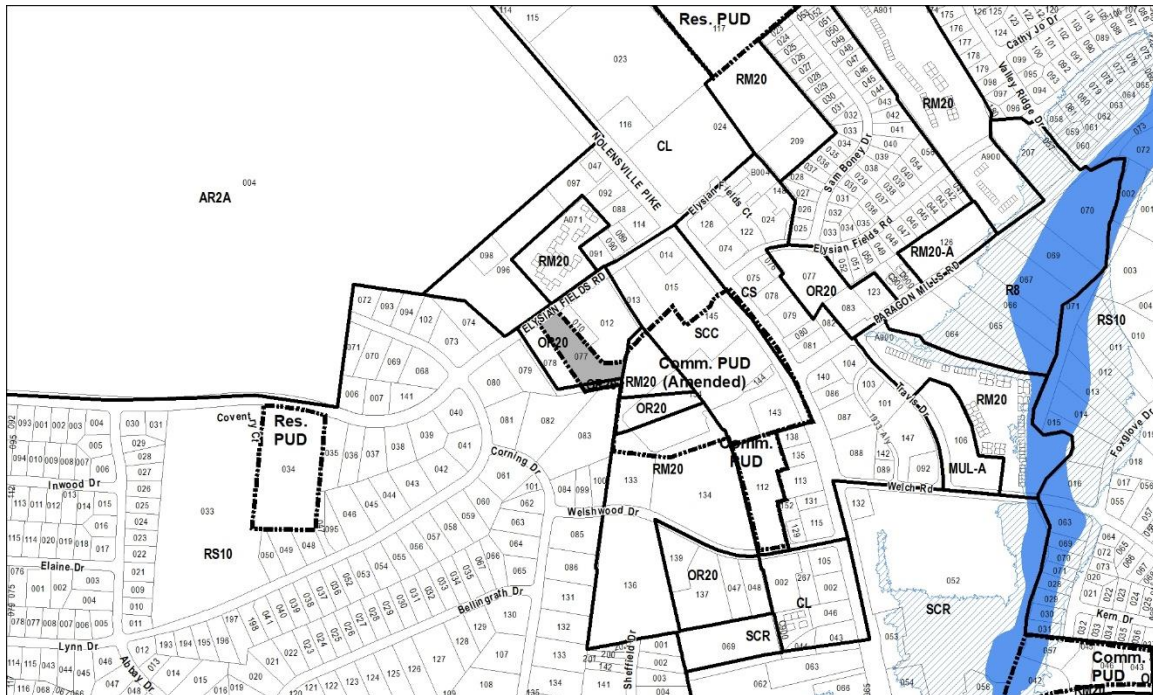
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 133 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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.

Map & Parcel no. /Owner: Map 133-14, Parcel(s) 077/JMM LLC  
Requested by: Wes Gallagher

75-83P-005  
ELYSIAN FIELDS PUD  
Map 133-14, Parcel(s) 077  
Subarea 12, Southeast  
District 26 (Johnston)  
Application fee paid by: Thomas W Gallagher

A request to cancel a portion of a Planned Unit Development Overlay District for property located at 451 Elysian Fields Road, approximately 650 feet west of Nolensville Pike, zoned OR20 and within the Nolensville Pike Corridor Design Overlay District (1.63 acres), requested by Wes Gallagher, applicant; JMM LLC, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-574, **Version:** 1

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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 zoning for property located at 1310 Cardinal Avenue, approximately 360 feet east of Kennedy Avenue (0.23 acres), all of which is described herein (Proposal No. 2020Z-132PR-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 zoning for property located at 1310 Cardinal Avenue, approximately 360 feet east of Kennedy Avenue (0.23 acres), being Property Parcel No. 077 as designated on Map 061-16 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 Map 061 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.

Map & Parcel no. /Owner: Map 061-16, Parcel(s) 077/Elizabeth Scharf  
Requested by: Garside & Hunter, PLLC

2020Z-132PR-001  
Map 061-16, Parcel(s) 077  
Subarea 05, East Nashville  
District 07 (Benedict)  
Application fee paid by: Joshua Hunter

A request to rezone from RS10 to R10 zoning for property located at 1310 Cardinal Avenue, approximately 360 feet east of Kennedy Avenue (0.23 acres), requested by Garside & Hunter, PLLC, applicant; Elizabeth Scharf, owner.







# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-575, **Version:** 1

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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 applying a Historic Landmark Overlay District to property located at 161 Rosa L Parks Boulevard, approximately 130 feet north of Commerce Street, zoned DTC (0.28 acres), all of which is described herein (Proposal No. 2020HL-008-001).

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 applying a Historic Landmark Overlay District to property located at 161 Rosa L Parks Boulevard, approximately 130 feet north of Commerce Street, zoned DTC (0.28 acres), being Property Parcel No. 024 as designated on Map 093-05-4 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 Map 093 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.

Map & Parcel no. /Owner: Map 093-05-4, Parcel(s) 024/Uptown Property Holdings LLC  
Requested by: Councilmember Freddie O'Connell



2020HL-008-001

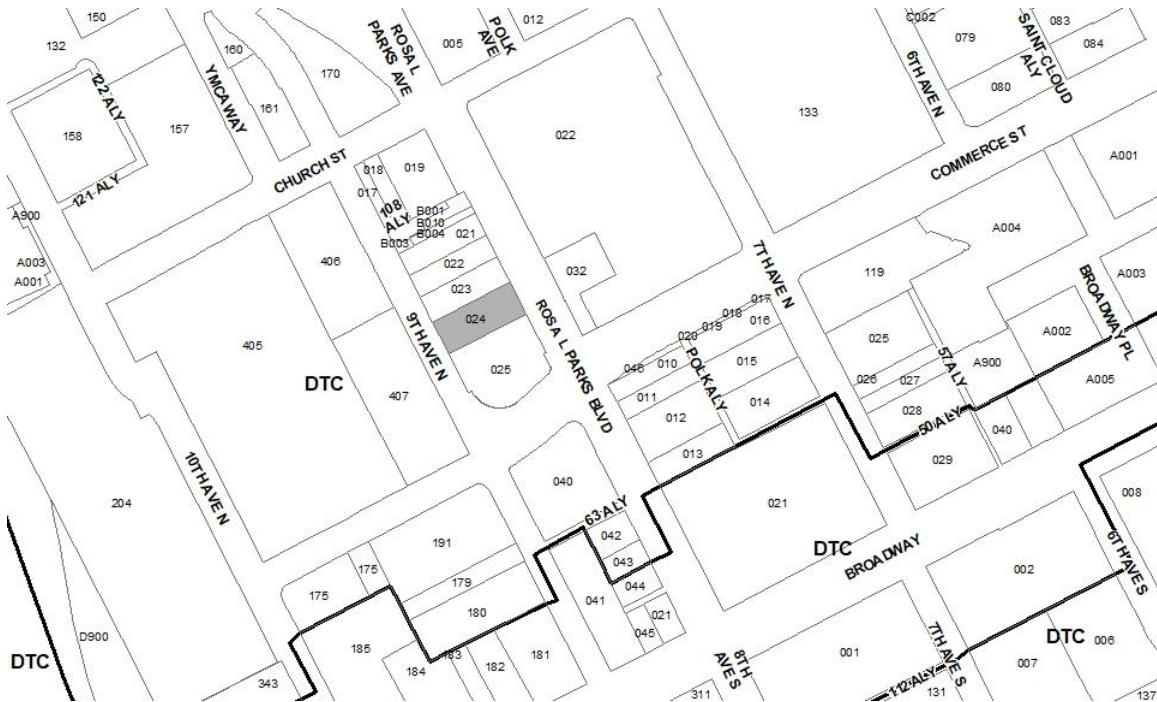
Map 093-05-4, Parcel(s) 024

Subarea 09, Downtown

District 19 (O'Connell)

Application fee paid by: Fee waived by Council

A request to apply a Historic Landmark Overlay District to property located at 161 Rosa L Parks Boulevard, approximately 130 feet north of Commerce Street, zoned DTC (0.28 acres), requested by Councilmember Freddie O'Connell, applicant; Uptown Property Holdings LLC, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-576, **Version:** 1

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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 IR to SP zoning for property located at 111 N 1st Street, at the northeast corner of James Robertson Parkway and N 1st Street (16.72 acres), to permit a mixed use development, all of which is described herein (Proposal No. 2020SP-047-001).

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 IR to SP zoning for property located at 111 N 1st Street, at the northeast corner of James Robertson Parkway and N 1st Street (16.72 acres), to permit a mixed use development, being Property Parcel No. 219 as designated on Map 082-15 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the plan that was duly considered by the Metropolitan Planning Commission, and which is on file with the Metropolitan Planning Department and Metropolitan Clerk's Department and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 082 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by MUI-A, and microbrewery, tasting room, light manufacturing, artisan manufacturing, artisan distillery, and theatre, and live work uses. Prohibited Uses: Short Term Rental Property (STRP) owner-occupied and not owner-occupied

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

1. With the first final proposing to include live-work units, a definition for live-work and standards for the live-work units shall be included and subject to review by Planning. Live-work uses are limited to the uses permitted in the preliminary SP.
2. Prior to any final site plan submittal, a pre application meeting shall be held to address design considerations and access. Access and back of house functions shall be coordinated with Planning and Public Works and limited to the greatest extent possible with priority given to secondary streets for location of access and back of house functions.
3. For sites with frontage along Main Street, if at the time of final site plan approval there are agreements in place to change the alignment of James Robertson to at grade then glazing standards, parking restrictions, and other design considerations applicable to other portions of the development may apply to the Main Street sites.

4. The proposed roads rights-of-way shall be dedicated by Final Plat prior to the approval of the first building permit, or as determined by the Executive Director of Planning.
5. With the first phase of development and approval of the Final SP, the applicant shall meet with Planning and Parks to determine a final design for the greenway as shown on the preliminary SP plans.
6. Parking shall comply with requirements of the Metro Zoning Code.
7. With the submittal of the final site plan, provide architectural elevations complying with all architectural standards outlined on the Preliminary SP for review and approval.
8. The Preliminary SP plan is the site plan and associated documents. If applicable, remove all notes and references that indicate that the site plan is illustrative, conceptual, etc.
9. The final site plan shall label all internal driveways as "Private Driveways". A note shall be added to the final site plan that the driveways shall be maintained by the Homeowner's Association.
10. 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.
11. Comply with all conditions and requirements of Metro reviewing agencies.

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.

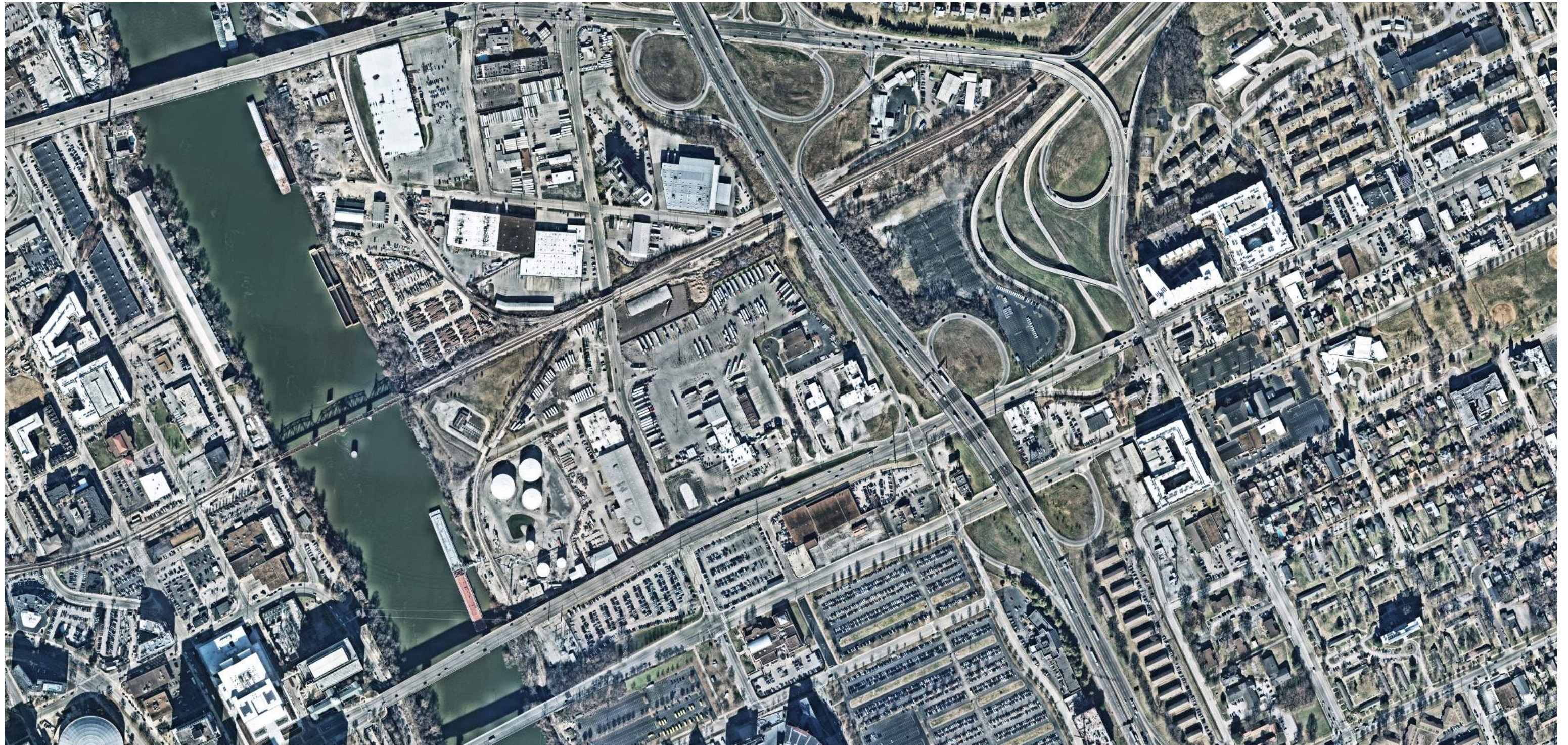
Section 6. Be it further enacted, minor modifications to the preliminary SP plan may be approved by the Planning Commission or its designee based upon final architectural, engineering or site design and actual site conditions. All modifications shall be consistent with the principles and further the 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 MUI-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Map & Parcel no. /Owner: Map 082-15, Parcel(s) 219/HPT TA Properties Trust  
Requested by: Hastings Architecture LLC





THE  
RMR  
GROUP

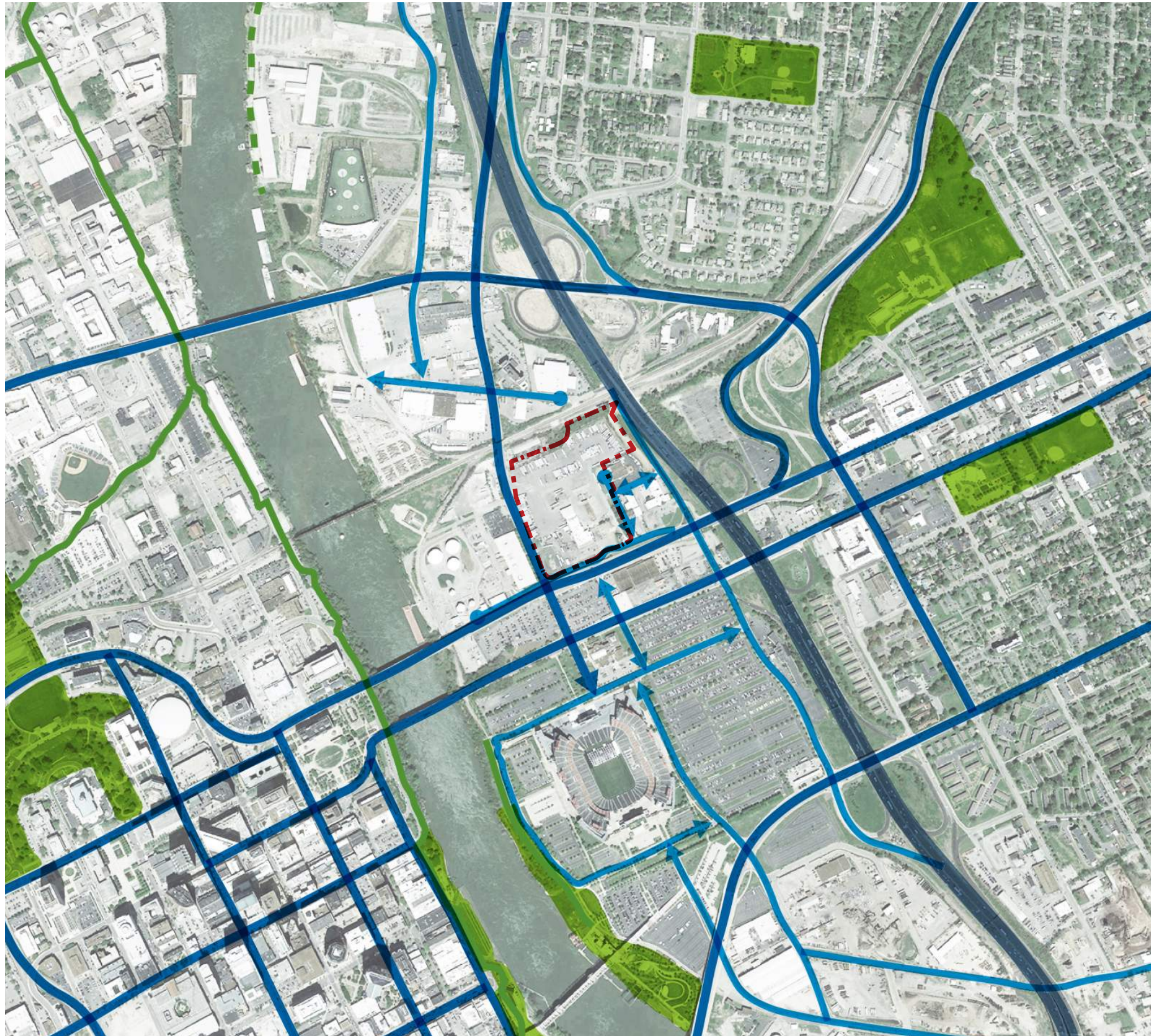
111 North 1st Street  
3 November 2020

2020SP-047-001



HASTINGS





## Site Context + SP Purpose

The 111 N. 1st Street is located on the East Bank of the Cumberland River within the core of Downtown Nashville. The site is bounded by some of Nashville's most major thoroughfares: a CSX railway to the North, James Robertson Parkway to the South, I-24 to the East, and N. 1st Street to the West.

The site is currently zoned as IR, which supports Industrial uses. The current use as a truck stop, which is consistent with the existing IR zoning, provides amenities to Interstate travelers rather than allowing for the active, mixed-use, urban neighborhood envisioned within the urban core. The re-zoning of this property would allow it to become a vibrant neighborhood that serves to link the Downtown Core and East Nashville communities.

The Community Character policy for the property is T6 Downtown Neighborhood (09-T6-DN-EB-01). Like the heart of the Downtown core, this property is also considered a Tier One Center. The T6 policy supports an "Intense mixture of uses including commercial, office, governmental, residential, retail, and entertainment uses." High density and high-rise development are seen as appropriate characteristics of T6 Downtown development.

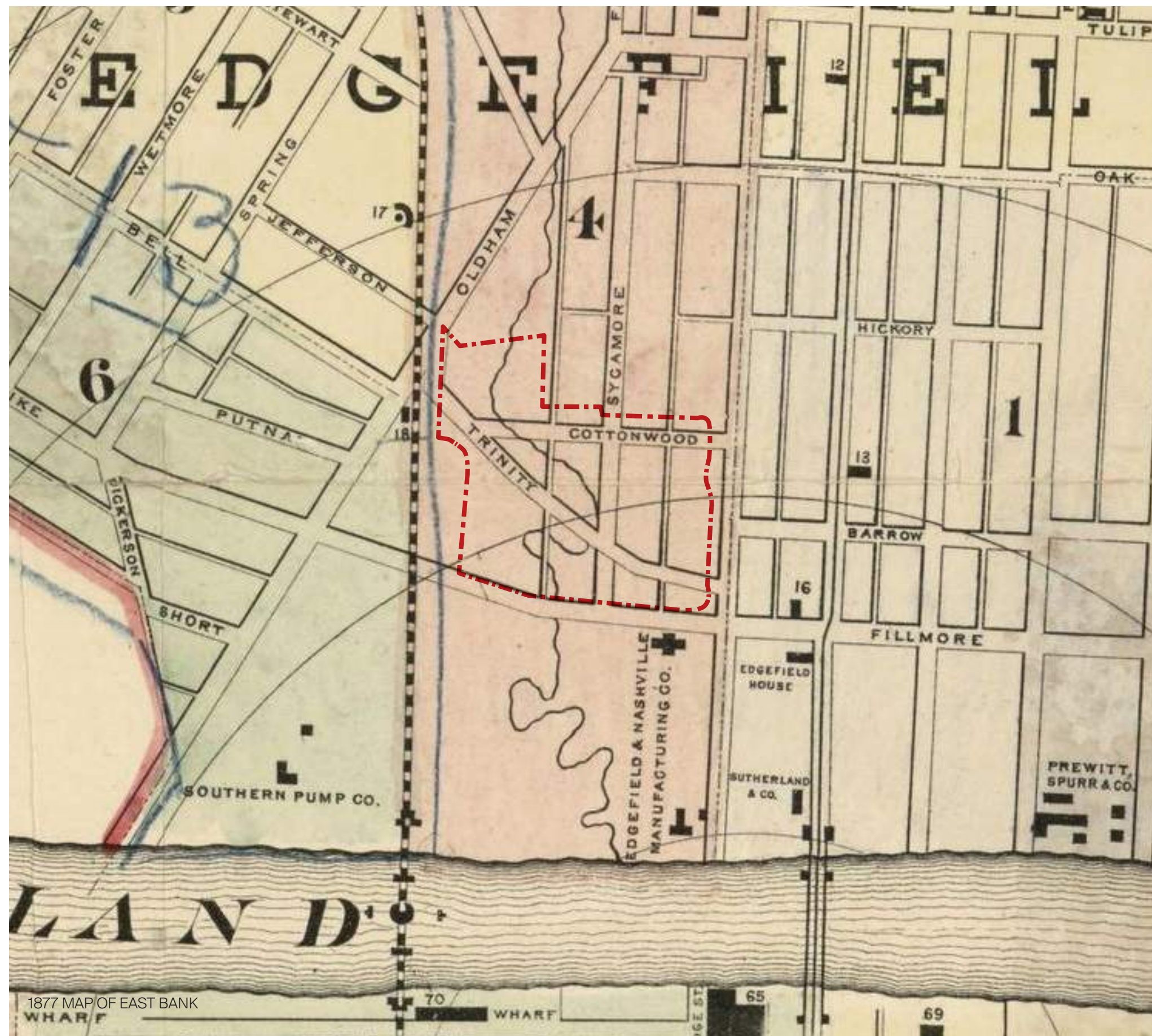
The Community Character Manual states that "the East Bank is one of Downtown's most significant untapped resources." The property at 111 N. 1st Street has the potential to begin to realize the Community Character Manual's vision for the East Bank. Adding a greater mix and intensity of uses to this site adds density to the core of the city, alleviating pressure from surrounding neighborhoods.

The parcel location fronting Main/James Robertson Parkway, Interstate 24, and N. 1st Street, in addition to potential future frontage along North/South Connectors, gives the site further importance at multiple key intersections. Interstate 24 and Main Street is designated as one of the primary Gateway Entrances to Downtown Nashville within the East Bank Community Plan.

High vehicular, bike, and pedestrian connectivity, in addition to a walkable, gridded street system are encouraged in all T6 Downtown Neighborhoods. The Community Character special policy for the East Bank notes the importance of a strong North/South connector, and proposes 2nd Street as an option to achieve this. Thereby, this development provides a valuable chance to set up opportunities for future connectivity as the East Bank continues to develop.

The standards and regulations of MUI-A, including the slight modifications made by this SP, implements the guidance of the Community Character Manual and the Downtown Community Plan.





## Site History

Since very early on in the development of the city of Nashville, the East Bank of the Cumberland River has been home to Industrial uses. As development moved East away from the banks of the river, the warehouses and manufacturing transitioned to mixed-use and largely residential neighborhoods. Historically, the land that is currently the 111 N. 1st Street parcel has been a variety of uses that tie together two identities of East Nashville- that of industry and neighborhoods.

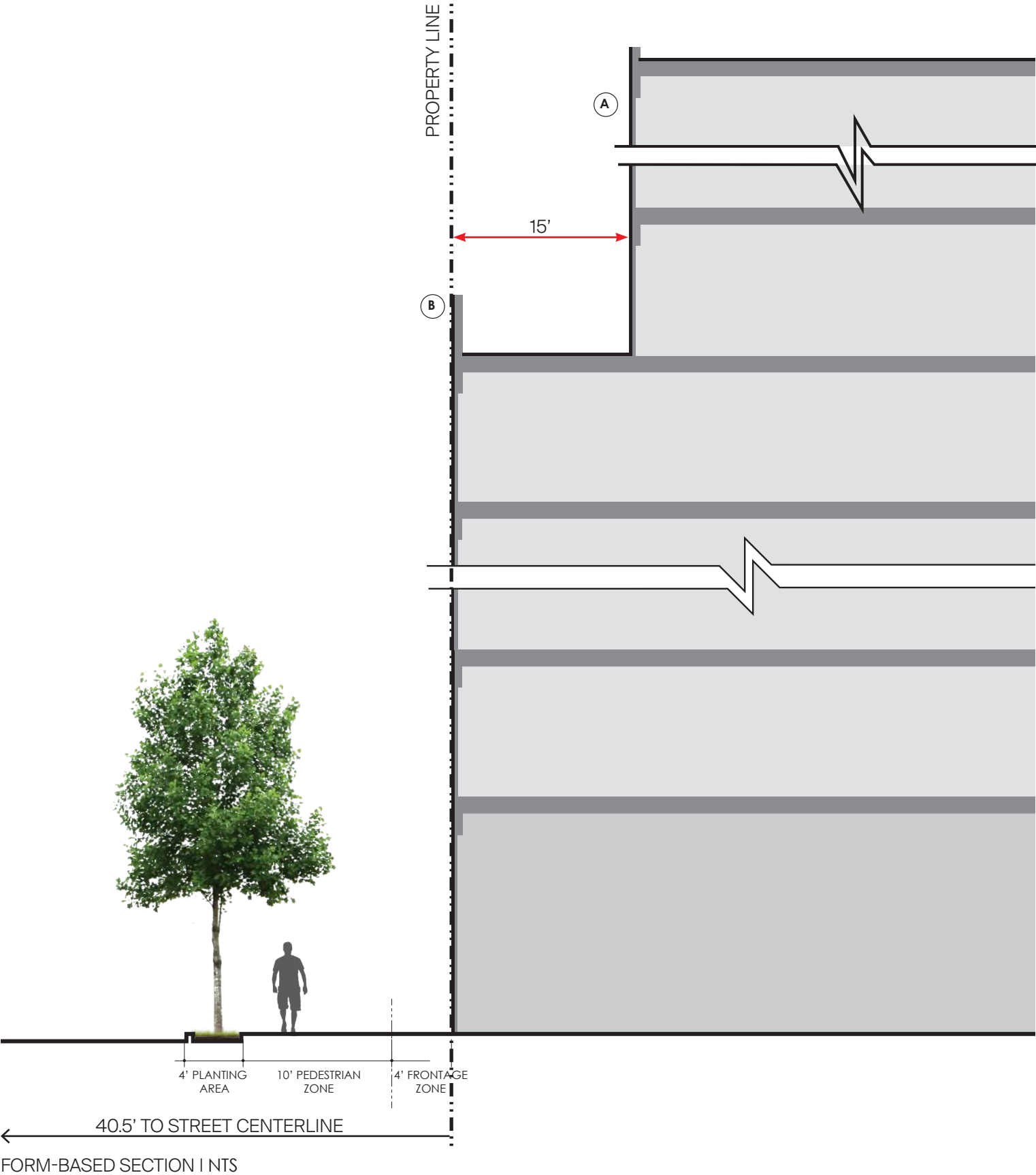
By 1897, the site was home to manufacturing and warehousing, like J.O. Kirkpatrick and Son's Lumber Yard and St. Bernard Coal Co., in addition to many residential plots. During this time, the street grid was at a scale that allowed for connectivity to and between these various functions.

However, as the variety of uses in this area were reduced, the street network was similarly limited. The construction of Interstate 24 and the James Robertson Parkway bridge further obstructed vehicular and pedestrian connectivity in this area.

The property has operated as a truck stop since 1978.

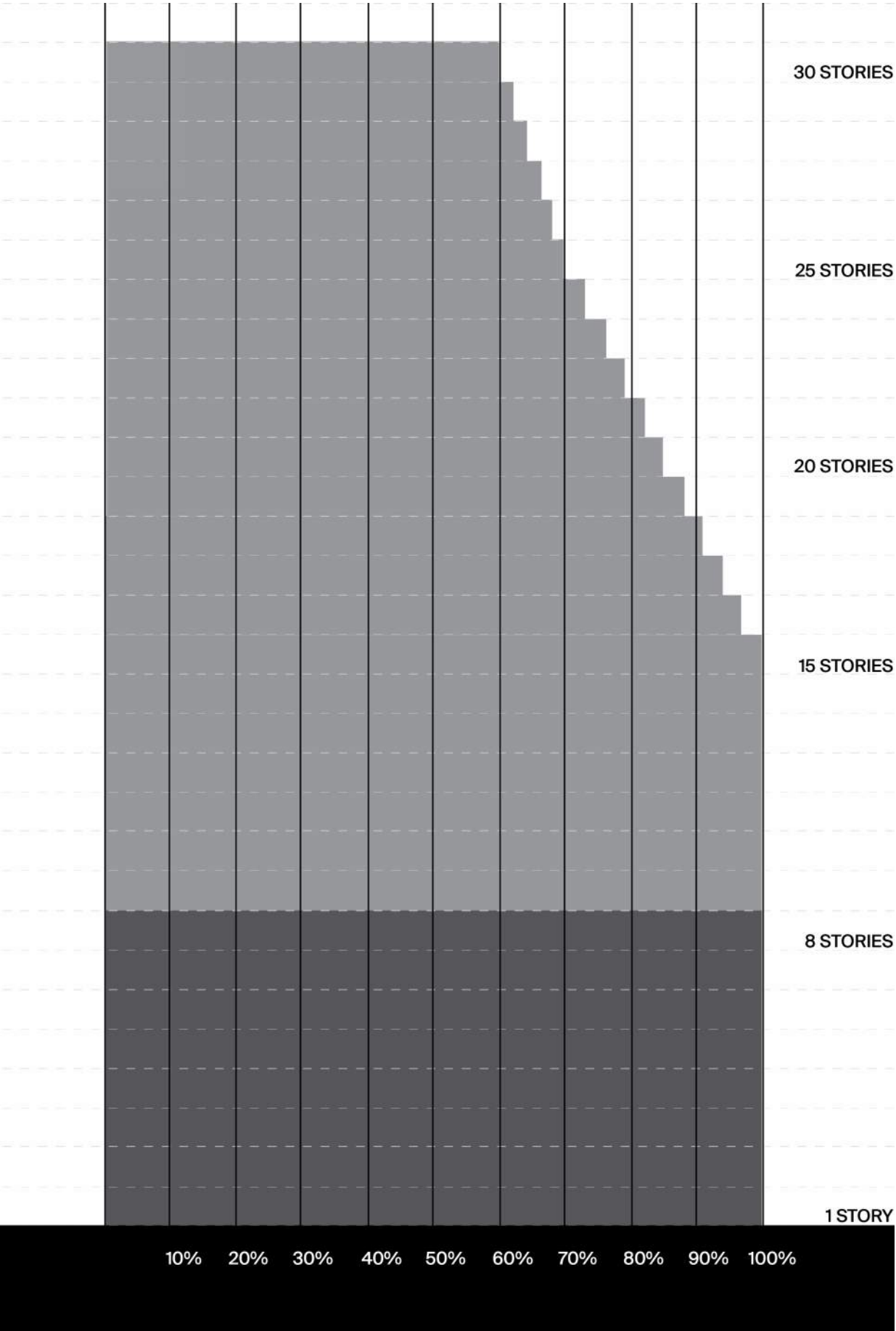


Acreage	16.557 acres (721,222 SF)
Council District	05: Sean Parker
Zoning	SP based on MUI-A
FAR	5.0  The floor area designed and constructed for residential use shall not be counted in determining the floor area ratio of the building.  The floor area used for the provision of off-street parking spaces or loading berths (and the driveways and maneuvering aisles for those spaces and berths) shall not be counted as floor area for the purpose of calculating floor area ratio when such spaces or berths are used to satisfy the parking demands for the principal use(s) on the parcel.
ISR	1.0 as per MUI-A
MCSP requirements	<p>N. 1st Street is designated T6-M-AB4.</p> <p>MCSP standards are:</p> <ul style="list-style-type: none"><li>• Frontage zone: 4 feet</li><li>• Pedestrian travelway: 10 feet</li><li>• Planting area: 4 feet to include street trees in a green strip or tree wells (minimum 4'x6') and spaced regularly at intervals 30'-50'</li><li>• Right-of-Way is provided for half of planned Major Separated Bikeway, as per MCSP requirements</li></ul> <p>The portion of Main Street and N. 2nd Street adjacent to this parcel are both Local Streets, and shall have a standard right-of-way designation of 50 feet, as per MCSP requirements.</p> <p>MCSP standards are:</p> <ul style="list-style-type: none"><li>• Pedestrian travelway: 8 feet</li><li>• Planting area: 4 feet to include street trees in a green strip or tree wells (minimum 4'x6') and spaced regularly at intervals 30'-50'</li></ul>
Build-to-Zone	<p>0-15 feet</p> <p>Buildings may be allowed to locate beyond the 15' build-to line with planning staff approval at final site plan. Consideration will be based on site location, context, and design. Appropriate reasons could include, but not be limited to, publicly accessible open space, utility locations, and pedestrian oriented designs.</p>
Maximum Height	<p><b>A</b> 30 stories*</p> <p>*Maximum Building Height along N. 1st Street is restricted according to percentage of frontage the building occupies. See Table 1.</p>
Step-back	<p><b>B</b> 15 feet between the 4th to 8th story along N. 1st Street</p>
Min. Rear Setback	None required
Min. Side Setback	None required
Ground Floor Uses	On the ground floor, active uses will extend along a minimum of 60% of N. 1st Street frontage not dedicated to vehicular access. Ground floor uses will be high-volume, active uses that contribute to the street life of the neighborhood. Appropriate uses include retail, restaurant, commercial uses, office, and residential.
Permitted Uses	Permitted uses shall be all uses permitted by MUI-A with the addition of a Microbrewery; Tasting room; Manufacturing, Light; Manufacturing, Artisan; Artisan Distillery; Theatre

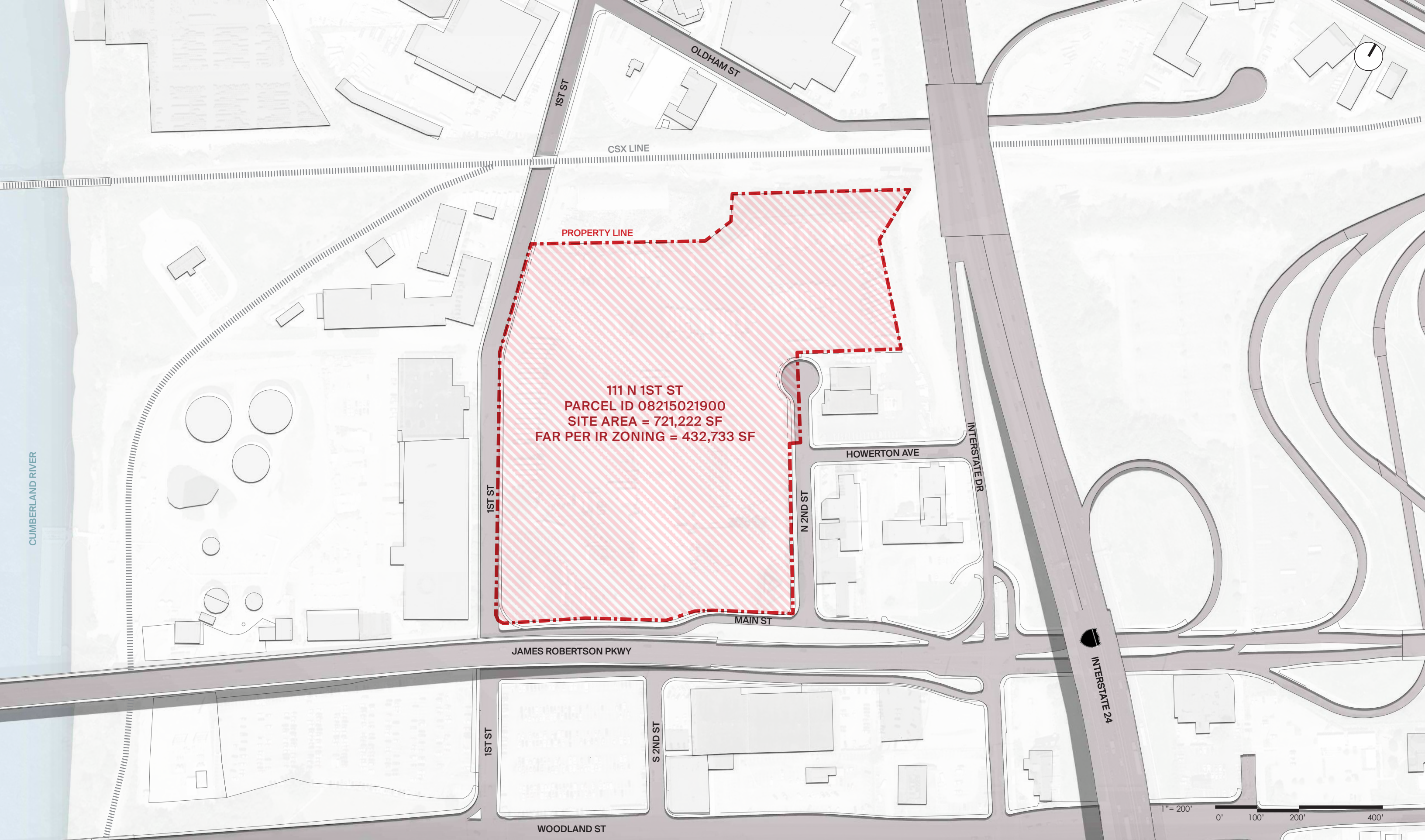


Measurement of Height	<p>Unless otherwise specified herein, the height of buildings shall be measured in stories.</p> <ul style="list-style-type: none"> <li>The maximum height for an individual story shall not exceed 30 feet from finished floor to finished floor for each of the first 2 stories, 18 feet floor to floor above the second story, and 25 feet for the top story of buildings greater than 5 stories.</li> <li>Basements are not considered stories for the purposes of determining building height.</li> <li>Building height shall be measured from each Street Frontage (excluding Other streets alleys) or Open Space.</li> <li>The height of a parking structure concealed by a building liner may be equal to the height of the liner, regardless of the number of stories. Building liners may exceed the maximum height limit for individual stories. If there is no liner to conceal the parking structure, its height is limited by the maximum number of stories allowed.</li> </ul>
North 1st Street Frontage	<p>Maximum Building Height along N. 1st Street is restricted according to percentage of frontage the building occupies. See Table 1.</p> <p>If right-of-way is later dedicated, total frontage may be measured to the centerline of the new right-of-way for the purposes of height calculations.</p> <p>Step-back shall be measured from existing property line</p>

Table 1	
% OF NORTH 1ST STREET FRONTAGE OCCUPIED BY BUILDING	MAXIMUM ALLOWABLE HEIGHT
0%-60%	30 STORIES
60%-62%	29 STORIES
62%-64%	28 STORIES
64%-66%	27 STORIES
66%-68%	26 STORIES
68%-70%	25 STORIES
70%-73%	24 STORIES
73%-76%	23 STORIES
76%-79%	22 STORIES
79%-82%	21 STORIES
82%-85%	20 STORIES
85%-88%	19 STORIES
88%-91%	18 STORIES
91%-94%	17 STORIES
94%-97	16 STORIES
97%-100%	15 STORIES

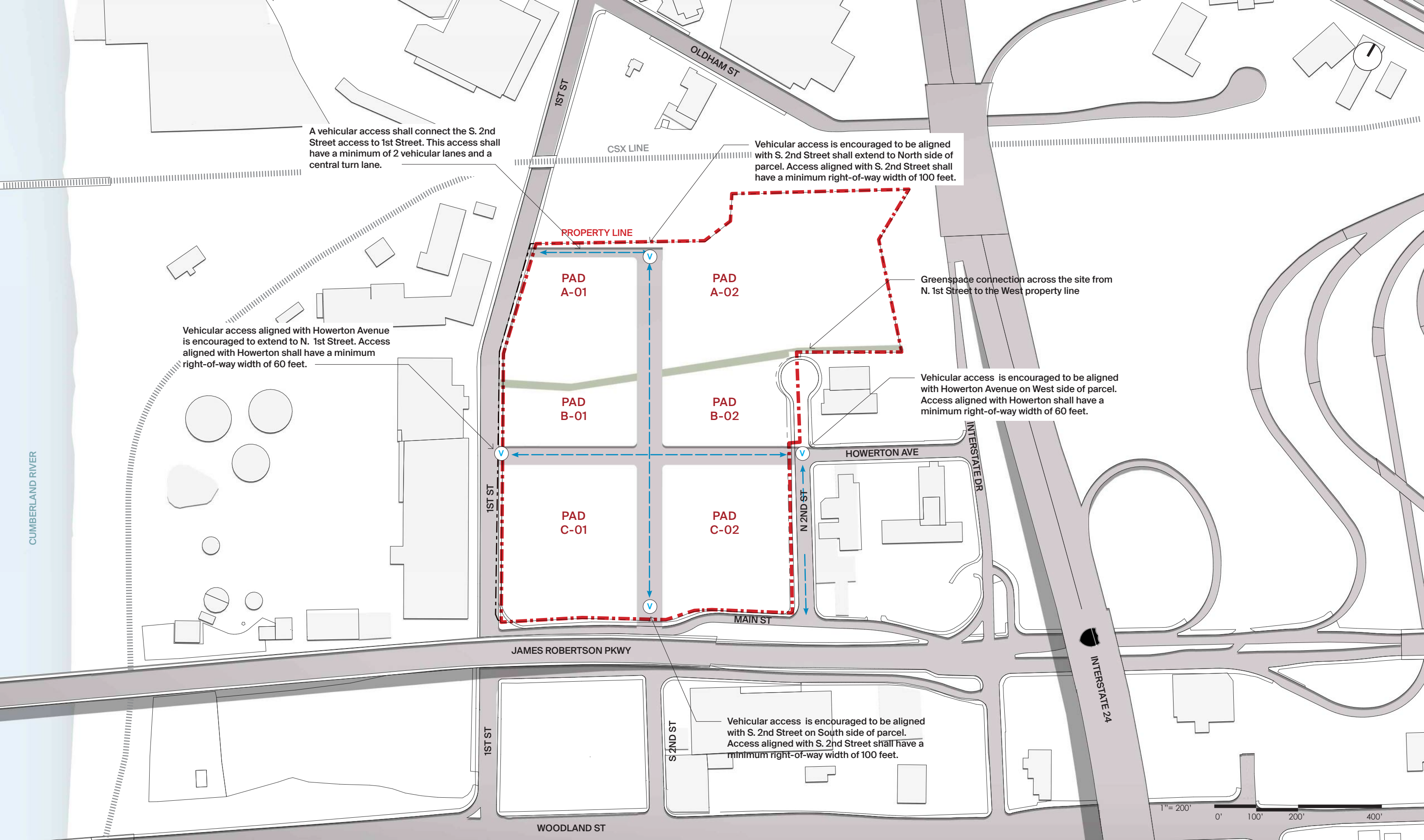




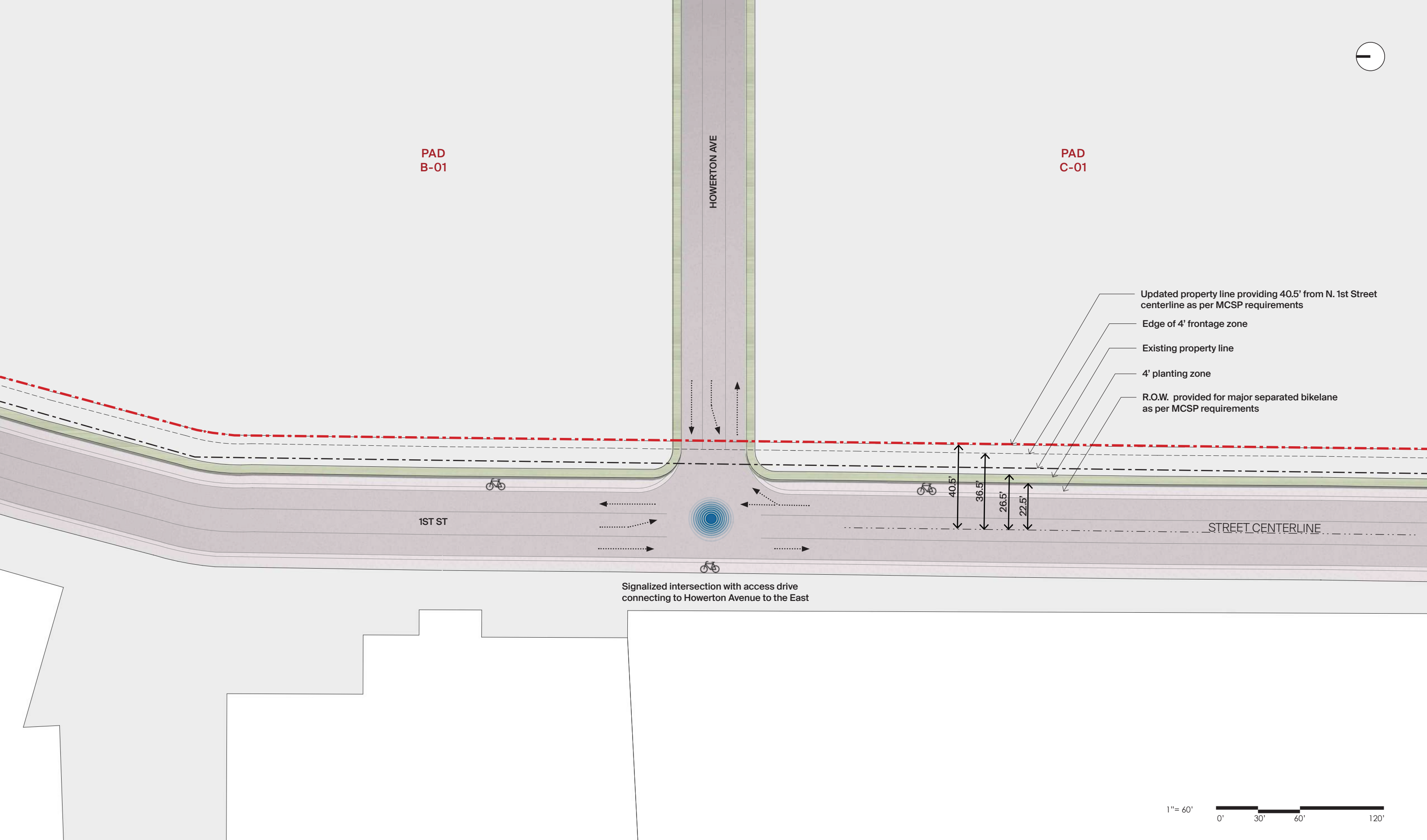


**EXISTING SITE PLAN DIAGRAM**





**SITE PLAN DIAGRAM**



PAD  
B-01

PAD  
C-01

HOWERTON AVE

1ST ST

STREET CENTERLINE

Signalized intersection with access drive  
connecting to Howerton Avenue to the East

1" = 60'  
0' 30' 60' 120'

**N. 1ST STREET RIGHT-OF-WAY**

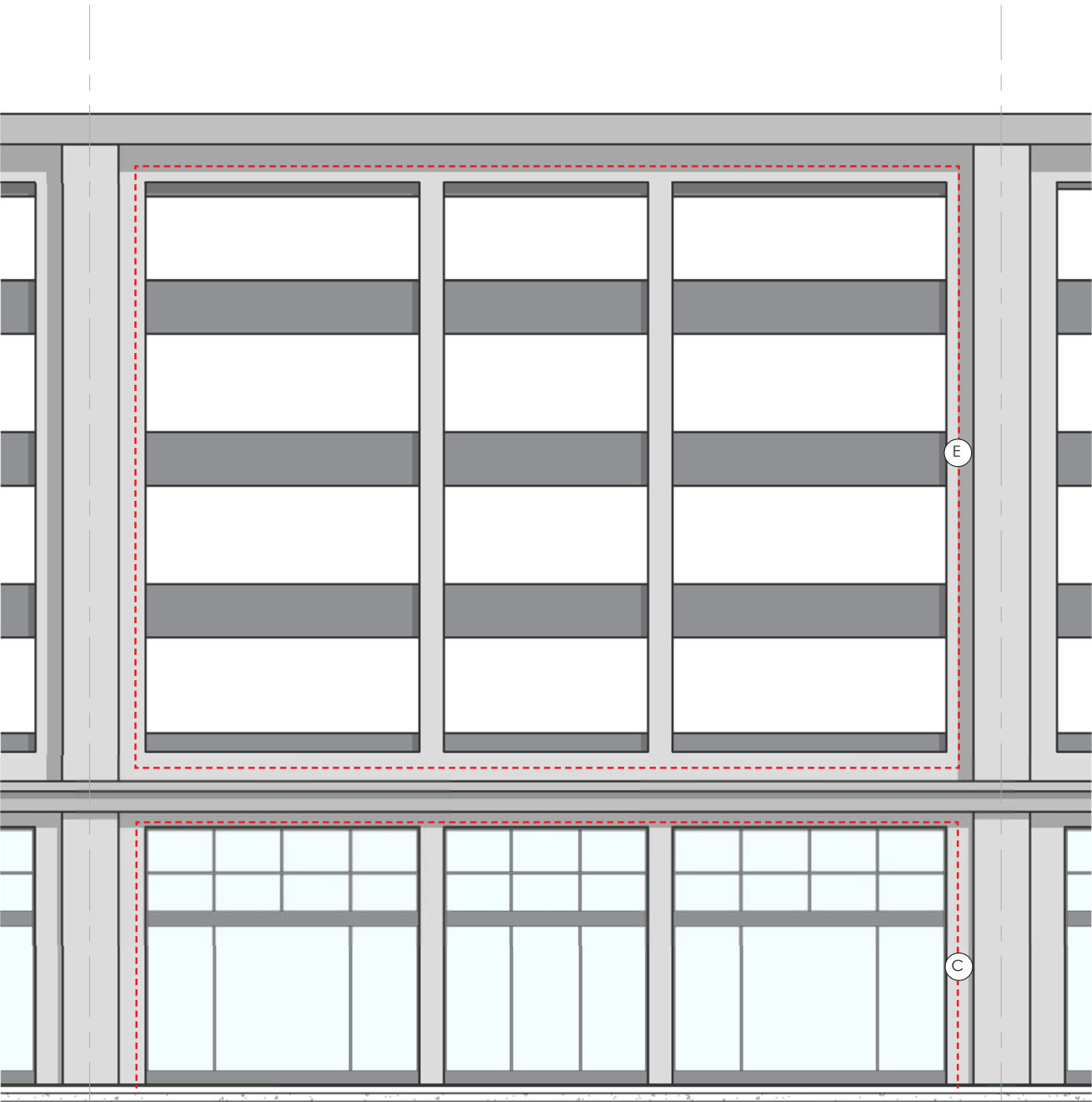


ACTIVE USE DIAGRAM

MUI-A	All exemptions and allowances afforded to MUI-A zoning in the zoning code are maintained by this SP, unless specifically addressed below.
Building Standards	<p>The following standards shall apply to the location of a building and its associated parking:</p> <ul style="list-style-type: none"><li>• Sidewalks shall be constructed to the standard of the Major and Collector Street Plan or, if on a local street, to local street standards. The build-to zone for alternative zoning districts shall be measured from the Standard right-of-way line as established by the table entitled “Standard Street Right-of-Way Widths” in the Major and Collector Street Plan. Streets included in the Major and Collector Street Plan are not eligible for the in-lieu fee in Section 17.20.120.D.</li><li>• A primary entrance to the building shall be located along the building façade along a public right-of-way. Main Street is exempted.</li><li>• Street Level Parking Decks. Parking decks located fronting public Right-of-Way shall have no less than seventy-five percent of the lineal street frontage devoted to office or nonparking commercial uses, or in districts that only permit residential uses, residential uses at a minimum depth of twenty feet. A minimum of fifty percent of that wall area shall be glazed. That floor area shall be excluded from the calculation of floor area ratio. Main Street is exempted.</li><li>• For first floor residential uses, a minimum raised foundation of 18–36” is required. The elevation of the foundation of live-work units shall not be required.</li><li>Ⓒ • Glazing on the first floor of any public street frontage shall be a minimum of forty percent for nonresidential uses and a minimum of twenty-five percent for residential uses. Main Street frontage is exempted.</li><li>Ⓓ • Glazing on the upper floors of active use along any public street frontage shall be a minimum of twenty-five percent.</li><li>• A parcel that is sixty feet wide or greater shall have the front facade of the building extend across at least 60 percent of the parcel’s frontage.</li><li>• A parcel less than sixty feet wide shall have the building’s front facade extend across the full width of the parcel in mixed-use, office and commercial districts.</li><li>• If an improved alley is not present or required, an opening of up to twenty-six feet wide shall be permitted, regardless of the requirements above.</li><li>• Parking shall be permitted only at the sides and rears of buildings. Main Street is exempted.</li><li>• For sites with frontage along Main Street, if at the time of final site plan approval there are agreements in place to change the alignment of James Robertson to at grade then glazing standards, parking restrictions, and other design considerations applicable to other portions of the development may apply to the Main Street sites.</li></ul>
17.24.230 Landscape Buffer-yard Requirements	None required
17.32.120 On-premises signs	No changes
Prohibited Materials	EIFS, vinyl siding, and untreated wood
Open Space	Open space is a vital aspect of any healthy urban neighborhood. In addition to the Greenspace connection across the site, active outdoor spaces are encouraged to be included in each pad development. Where possible, buildings and parcels should generally be oriented toward open spaces to encourage safe interactive use.



<b>Vehicular Access</b>	<p>Main vehicular access to be aligned with S. 2nd Street and Howerton Avenue.</p> <p>Additional access may be from any or all of the following:</p> <ul style="list-style-type: none"> <li>• a shared access easement</li> <li>• additional curb cuts along N. 1st Street</li> <li>• additional curb cuts along Main Street</li> <li>• additional curb cuts along James Robertson Parkway</li> <li>• additional curb cuts along N. 2nd Street</li> </ul> <p>No more than 35 percent of any site frontage and/or 60 feet, whichever is greater, can be dedicated to a vehicular garage entry or loading entry on any street.</p> <p>Prior to any final site plan submittal, a pre application meeting shall be held to address design considerations and access. Access and back of house functions shall be coordinated with Planning and Public Works and limited to the greatest extent possible with priority given to secondary streets for location of access and back of house functions.</p>
<b>Parking</b>	<p>Per the DTC</p> <p>Parking may be shared across the site and any future property lines, regardless of ownership.</p> <p>Shared parking may be allowed according to the provisions of 17.20.100 of the zoning code.</p>
<b>Garage Screening</b>	<p>All parking structures visible from public streets shall include architectural cladding. Modification may be considered in limited instances by Planning staff.</p> <p>Ⓔ Upper level facades of parking structures facing public streets shall have unobscured openings to a maximum of 60% of the total facade.</p>



GARAGE DIAGRAM - NTS

**METRO PUBLIC WORKS NOTES:**

- THE FINAL SITE PLAN / BUILDING PERMIT SHALL DEPICT THE REQUIRED PUBLIC SIDEWALKS, ANY REQUIRED GRASS STRIP FRONTAGE OR FRONTAGE ZONE, AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. WHERE FEASIBLE, VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
- PARKING RATIOS SHALL BE PROVIDED AT OR ABOVE THE REQUIREMENTS NOTED IN THIS DOCUMENT.
- REQUIRED RIGHT-OF-WAY WITHIN THE PROJECT SITE THAT IS IDENTIFIED AS NECESSARY TO MEET THE ADOPTED ROADWAY PLANS SHALL BE DEDICATED.
- THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS, IN EFFECT AT THE TIME OF THE APPROVAL OF THE PRELIMINARY DEVELOPMENT PLAN, OR FINAL DEVELOPMENT PLAN OR BUILDING PERMIT, AS APPLICABLE.
- THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
- ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS.
- ALL SOLID WASTE AND RECYCLING COLLECTION FOR THE SITE WILL BE HANDLED BY A PRIVATE HAULER/SERVICE.

**NES NOTES:**

- WHERE FEASIBLE, THIS DEVELOPMENT WILL BE SERVED WITH UNDERGROUND POWER AND PAD-MOUNTED TRANSFORMERS.
- NEW FACILITIES WILL NOT BE ALLOWED TO SIT IN OR PASS THROUGH RETENTION AREAS, INCLUDING RAIN GARDENS, BIoretention AREAS, BIOSWALES, AND THE LIKE. THIS INCLUDES PRIMARY DUCT BETWEEN PAD-MOUNTED TRANSFORMERS EQUIPMENT, AS WELL AS SERVICE DUCT TO A METER.

**FEMA NOTE:**

THIS PROPERTY IS LOCATED IN AN AREA DESIGNATED AS 0.2% ANNUAL CHANCE FLOOD HAZARD, ZONE X, ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP PANEL NUMBER 47037C0242H, DATED APRIL 5, 2017.

**FIRE MARSHALL NOTES:**

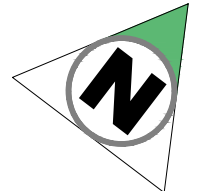
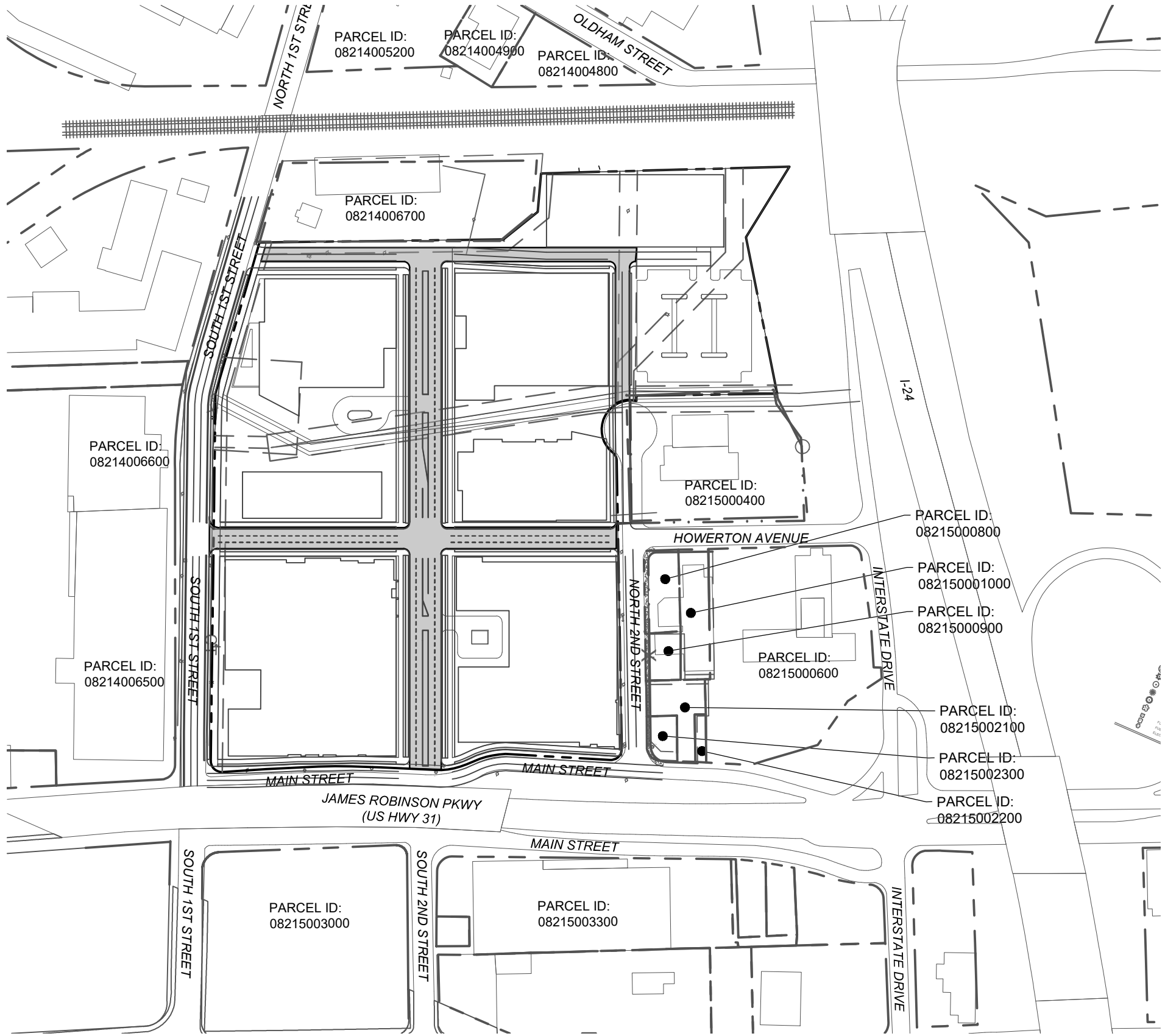
- NEW COMMERCIAL DEVELOPMENTS SHALL BE PROTECTED BY A FIRE HYDRANT THAT COMPLIES WITH THE 2006 EDITION OF NFPA 1 TABLE H.
- NO PART OF ANY BUILDING SHALL BE MORE THAN 500 FEET FROM A FIRE HYDRANT VIA A HARD SURFACE ROAD. METRO ORDINANCE 095-1541 SEC. 1568.020B.
- ALL FIRE DEPARTMENT ACCESS ROADS SHALL BE 20 FEET MINIMUM WIDTH AND SHALL HAVE AN UNOBSTRUCTED VERTICAL CLEARANCE OF 13.5 FEET.
- IF MORE THAN THREE STORIES ABOVE GRADE, CLASS 1 STANDPIPE SYSTEM SHALL BE INSTALLED.
- THE DESIGN OF THE PUBLIC INFRASTRUCTURE IS TO BE COORDINATED WITH THE FINAL SP. THE ROADS, PEDESTRIAN INFRASTRUCTURE, BICYCLE ROUTES, ETC. ARE TO BE DESIGNED AND CONSTRUCTED PER MPW STANDARDS AND SPECIFICATIONS.
- ALL CONSTRUCTION WITHIN THE RIGHT OF WAY SHALL COMPLY WITH ADA AND METRO PUBLIC WORKS STANDARDS AND SPECIFICATIONS.

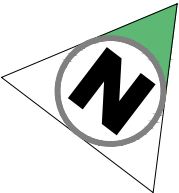
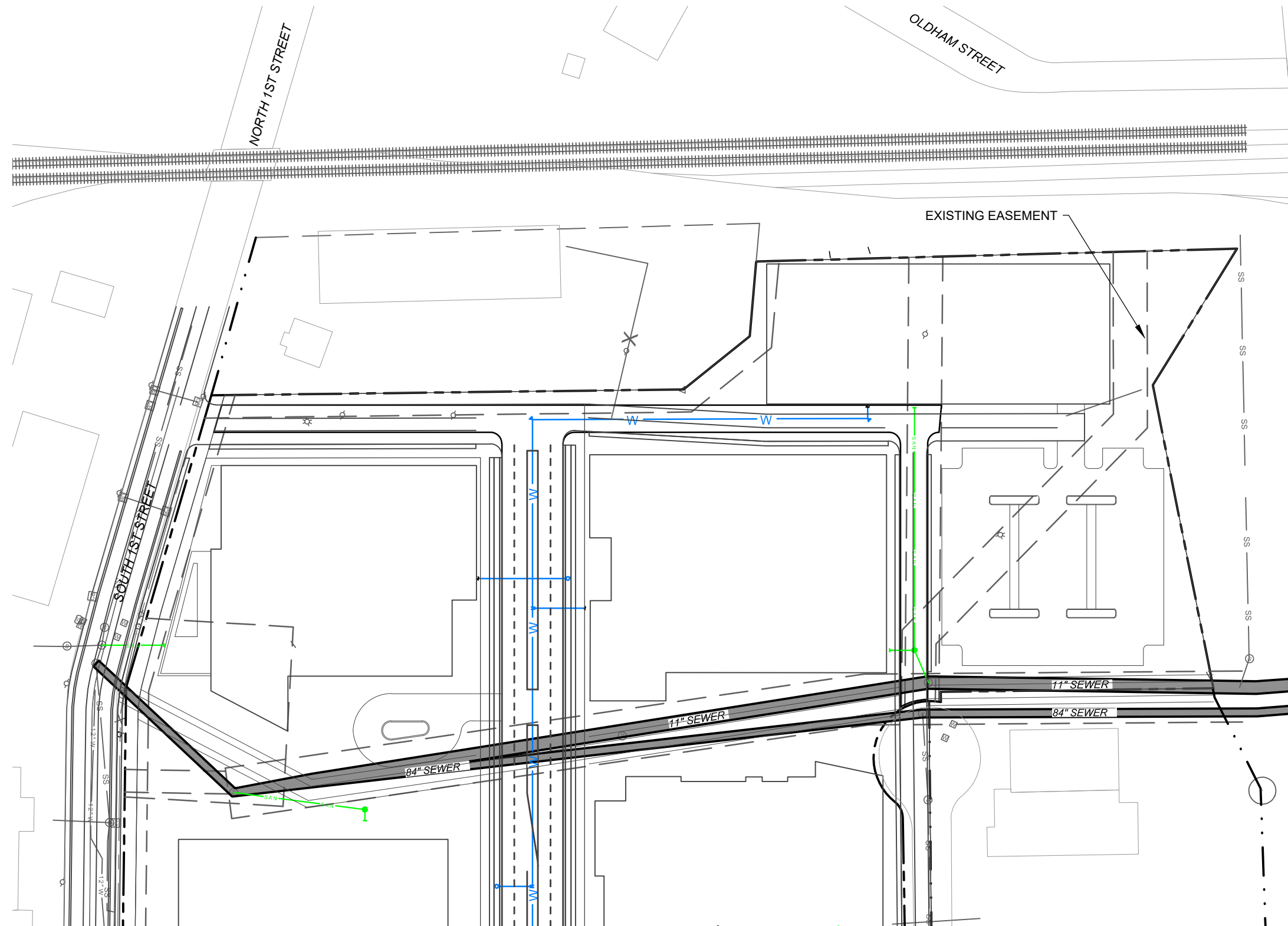
**LANDSCAPE NOTE:**

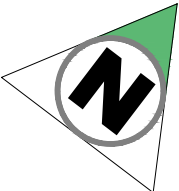
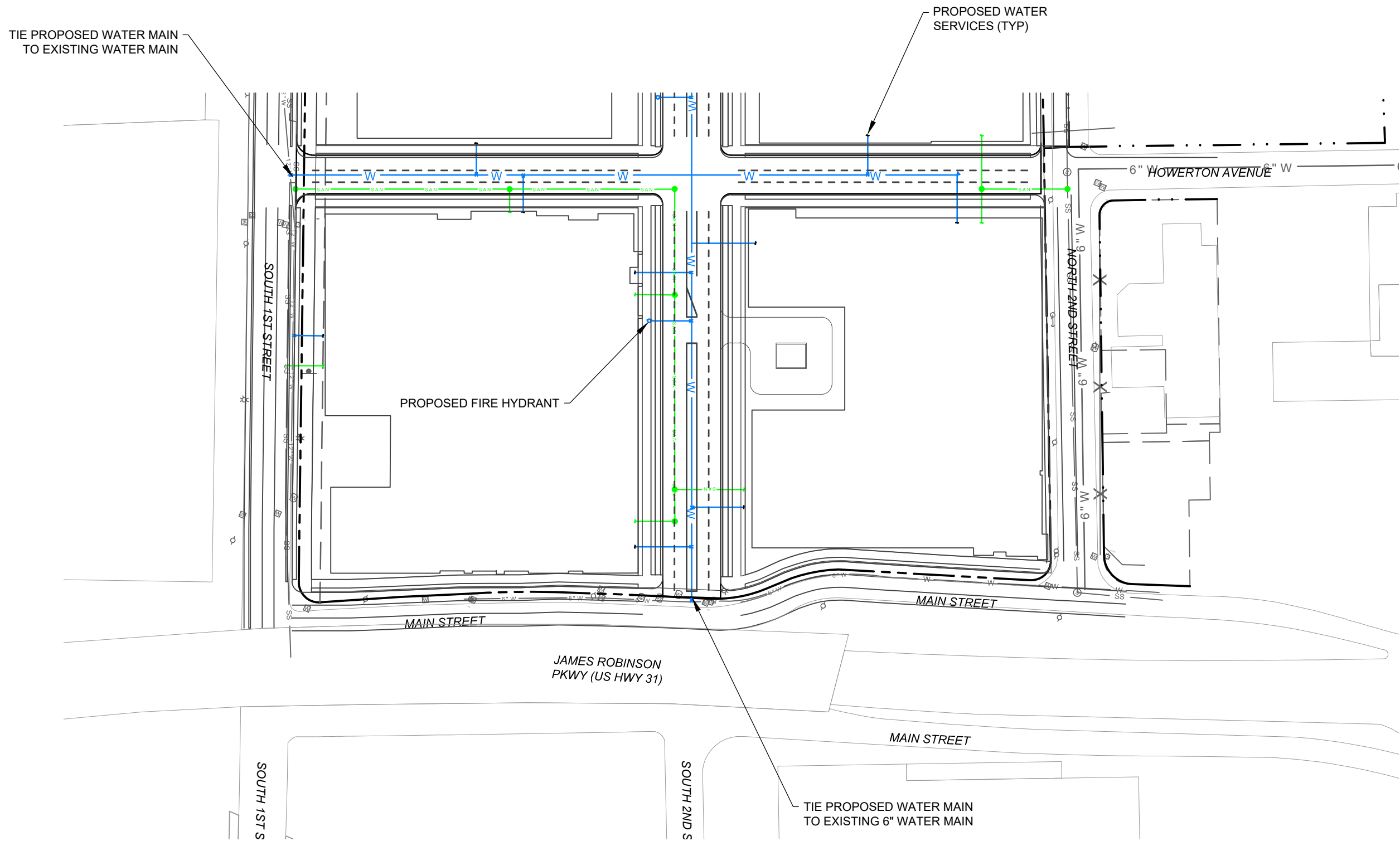
THE PLAN SHALL COMPLY WITH ALL PROVISIONS OF THE LANDSCAPE PLAN IN CHAPTER 17.24 OF THE METRO NASHVILLE DAVIDSON CODE AND THE FINAL SITE PLAN WILL REFLECT THIS WITH THE SUBMITTAL OF A LANDSCAPE PLAN.

**STORMWATER NOTES:**

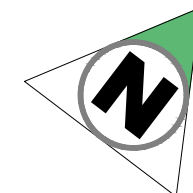
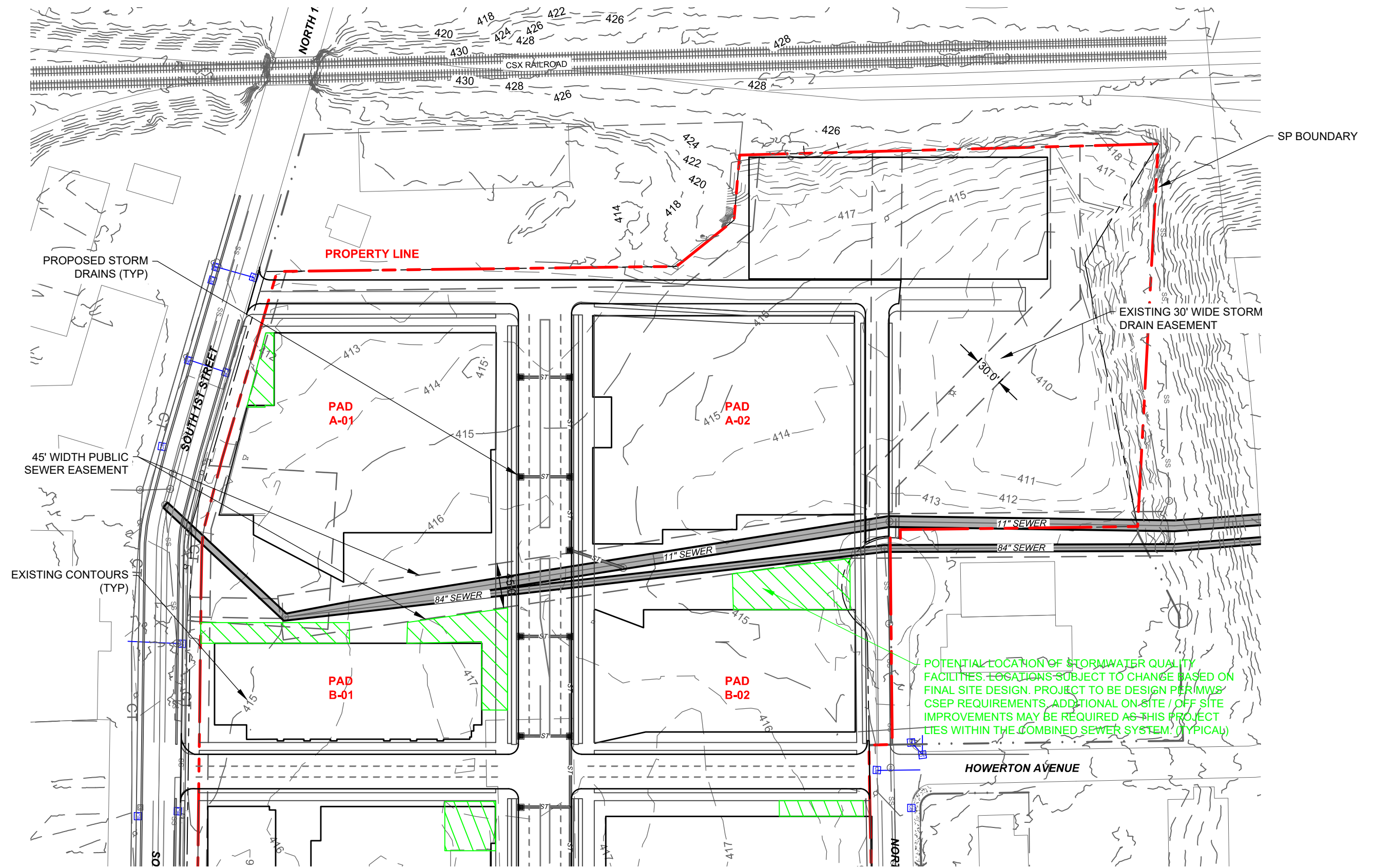
- NOTE: ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
- PRELIMINARY PLAN NOTE: THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF FINAL APPLICATION.
- SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO R.O.W IS 15" CMP).
- METRO WATER SERVICE SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
- ALL LOTS SHALL HAVE INDIVIDUAL WATER AND SEWER SERVICE.

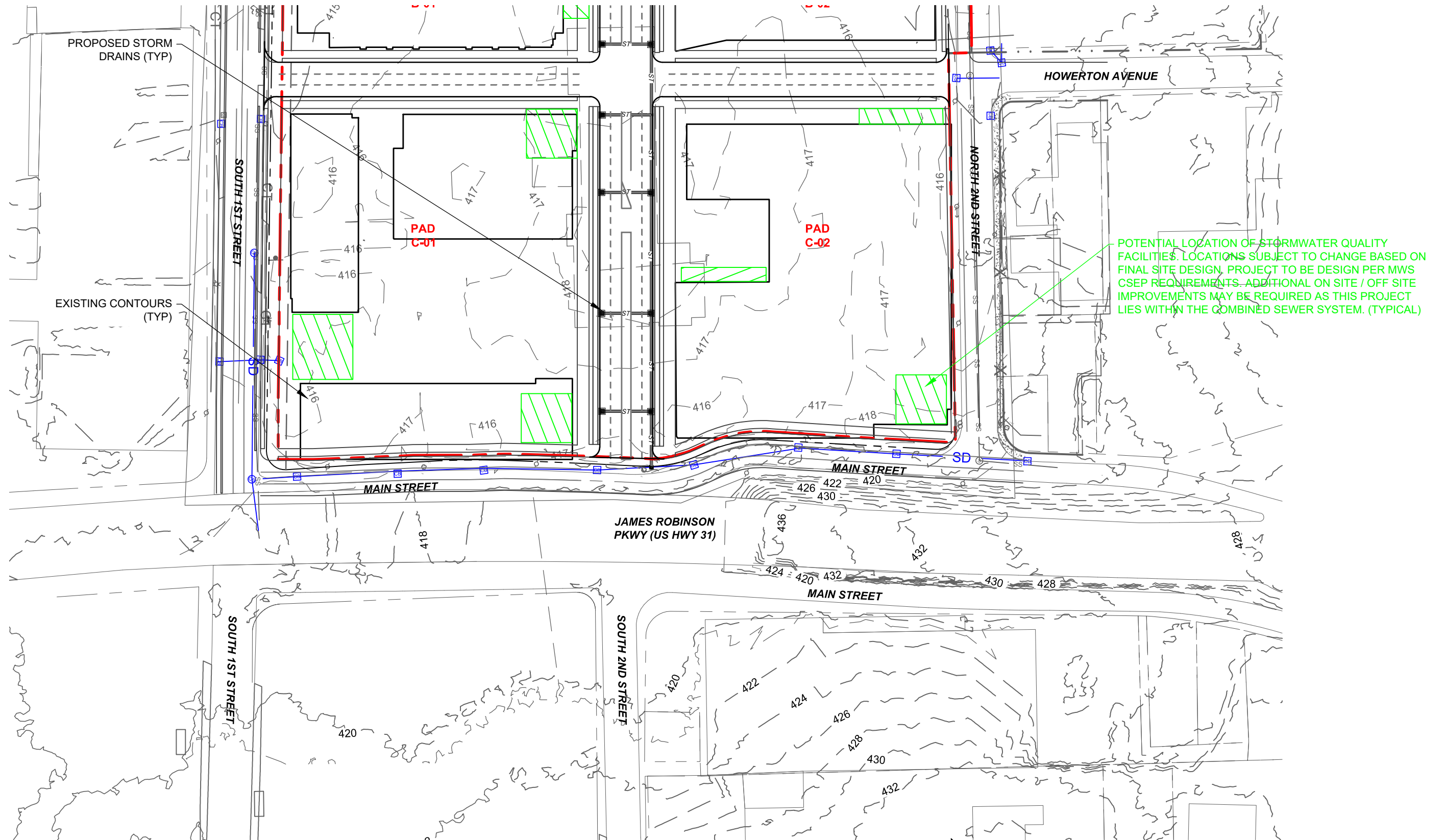












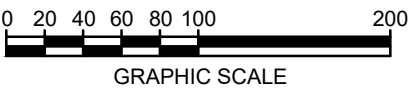
Hastings Architecture  
Nashville Tn.

111 N. First Street  
Map 82-15, Parcel 219

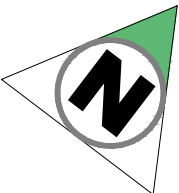
Civil Engineers | Architects | Planners | Landscape Architects

**Barge**  
**Cauthen**  
ASSOCIATES

6606 CHARLOTTE PIKE, SUITE 210  
NASHVILLE, TENNESSEE 37209  
615.358.9911 PHONE  
615.352.6737 FAX  
BCA Proj. No. 2064-101



30 September 2020



Site Grading  
C-3B  
SP NO. 2020-047-001



2020SP-047-001  
111 N 1ST ST  
Map 082-15, Parcel(s) 219  
Subarea 09, Downtown  
District 05 (Parker)  
Application fee paid by: Hastings Architecture LLC

A request to rezone from IR to SP zoning for property located at 111 N 1st Street, at the northeast corner of James Robertson Parkway and N 1st Street (16.72 acres), to permit a mixed use development, requested by Hastings Architecture, applicant; HPT TA Properties Trust, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-577, **Version:** 1

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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 R8 to IWD zoning for property located at 437 Haynie Avenue, approximately 1,190 feet west of Brick Church Pike (0.19 acres), all of which is described herein (Proposal No. 2020Z-133PR-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 R8 to IWD zoning for property located at 437 Haynie Avenue, approximately 1,190 feet west of Brick Church Pike (0.19 acres), being Property Parcel No. 010 as designated on Map 060-13 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 Map 060 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.

Map & Parcel no. /Owner: Map 060-13, Parcel(s) 010/John Faulkner  
Requested by: TKC Architecture and Engineering, LLC

2020Z-133PR-001

Map 060-13, Parcel(s) 010

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Bell Group LLC

A request to rezone from R8 to IWD zoning for property located at 437 Haynie Avenue, approximately 1,190 feet west of Brick Church Pike (0.19 acres), requested by TKC Architecture and Engineering, LLC, applicant; John Faulkner, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-579, **Version:** 1

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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 SP to MUL zoning for a portion of property located at 5400 Mt. View Road, approximately 380 feet east Crossings Boulevard (2.96 acres), all of which is described herein (Proposal No. 2020Z-043PR-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 SP to MUL zoning for a portion of property located at 5400 Mt. View Road, approximately 380 feet east Crossings Boulevard (2.96 acres, being Part of Property Parcel No. 339 as designated on Map 163-00 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 Map 163 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.

Map & Parcel no. /Owner: Map 163, Part of Parcel(s) 339/RAM SAI LLC  
Requested by: Barge, Cauthen and Associates

2020Z-043PR-001

Map 163, Part of Parcel(s) 339

Subarea 13, Antioch - Priest Lake

District 32 (Styles)

Application fee paid by: Barge Cauthen & Associates, Inc.

A request to rezone from SP to MUL zoning for a portion of property located at 5400 Mt. View Road, approximately 380 feet east Crossings Boulevard (2.96 acres), requested by Barge, Cauthen and Associates, applicant; RAM SAI LLC, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-580, **Version:** 1

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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 CS to RM20-A zoning for properties located at 1176 and 1180 Dickerson Pike, approximately 640 feet southwest of Robert Cartwright Drive (0.72 acres), all of which is described herein (Proposal No. 2020Z-130PR-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 CS to RM20-A zoning for properties located at 1176 and 1180 Dickerson Pike, approximately 640 feet southwest of Robert Cartwright Drive (0.72 acres), being Property Parcel Nos. 118, 119 as designated on Map 033-00 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 Map 033 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.

Replace with body

Map & Parcel no. /Owner: Map 033, Parcel(s) 118-119/Robert Moon  
Requested by: Grassland Home Services LLC



2020Z-130PR-001  
Map 033, Parcel(s) 118-119  
Subarea 02, Parkwood - Union Hill  
District 10 (Young)  
Application fee paid by: Michael S. George

A request to rezone from CS to RM20-A zoning for properties located at 1176 and 1180 Dickerson Pike, approximately 640 feet southwest of Robert Cartwright Drive (0.72 acres), requested by Grassland Home Services LLC, applicant; Robert Moon, owner.





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-583, **Version:** 1

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An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14<sup>th</sup> Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).

WHEREAS, Metropolitan Council Resolution No. RS2020-239 authorized the transfer of the real property located at 1507B 14<sup>th</sup> Avenue North, Nashville ("1507B"), to Affordable Housing Resources, Inc. ("AHR"), for purposes of constructing affordable and workforce housing; and,

WHEREAS, Resolution No. RS2020-239 also approved a grant agreement between the Metropolitan Government of Nashville and Davidson County and AHR, for purposes of constructing affordable and workforce housing; and,

WHEREAS, as required by Resolution No. RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants, requiring that the property be used for affordable and workforce housing; and,

WHEREAS, TaylorMade Contracting LLC ("TaylorMade"), owns the property located at 1507A 14<sup>th</sup> Avenue North, Nashville ("1507A"); and,

WHEREAS, due to error, TAYLORMADE built on 1507B instead of 1507A; and,

WHEREAS, TaylorMade and AHR desire to exchange properties, whereby 1507B will be conveyed to TaylorMade, and 1507A will be transferred to AHR.

WHEREAS, the parties have negotiated the terms of the transfer of 1507A and 1507B, as reflected in the Tri-Party Agreement attached hereto.

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

Section 1. The Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14<sup>th</sup> Avenue North (Map/Parcel Nos. 081150273 & 081150272), attached hereto and incorporated herein, is hereby approved.

Section 2. Amendment Number one to the grant contract approved by Resolution RS2020-239, between the Metropolitan Government of Nashville and Davidson County and Affordable Housing Resources, Inc., attached hereto and incorporated herein, is hereby approved.

Section 3. The Director of Public Property Administration or designee is authorized to execute such documents as are customary and necessary to carry out the intent of this ordinance.

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

Analysis

Resolution No. RS2020-239, approved by the Council on March 17, 2020, declared nine parcels of property owned by Metro to be surplus and authorized the conveyance of these properties to Affordable Housing Resources, Inc. (AHR). One of the properties conveyed was 1507B 14<sup>th</sup> Avenue North. Resolution No. RS2020-239 also granted \$108,000 from the Barnes Fund for Affordable Housing to AHR for the construction of affordable/workforce housing. As required by Resolution No. RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants requiring that the property be used for affordable and workforce housing.

TaylorMade Contracting LLC ("TaylorMade"), owns the property located at 1507A 14th Avenue North, which is next door to 1507B. TaylorMade mistakenly built a structure on 1507B instead of 1507A.

This ordinance approves an agreement among Metro, AHR, and TaylorMade to accomplish the following simultaneous transactions at closing:

1. TaylorMade will convey 1507A to Metro.
2. Metro will convey 1507A to AHR with a deed restriction requiring that affordable or workforce housing be constructed on the property not later than March 15, 2025.
3. AHR will convey 1507B to TaylorMade.

TaylorMade is responsible for the payment of all transfer taxes and recording fees.

*Fiscal Note: The land value for both parcels is \$55,800 according to the most recent property assessment.*

**LEGISLATIVE TRACKING FORM**Filing for Council Meeting Date: 12/01/20☐ Resolution ☒ Ordinance

Contact/Prepared By: \_\_\_\_\_

Date Prepared: \_\_\_\_\_

Title (Caption): An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County,Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).Submitted to Planning Commission? ☐ N/A ☒ Yes-Date: \_\_\_\_\_ Proposal No: 2020M-026AG-001Proposing Department: Metro Housing Trust Fund Commission Requested By: \_\_\_\_\_Affected Department(s): Public Property Affected Council District(s): \_\_\_\_\_**Legislative Category (check one):**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Bonds                | <input type="checkbox"/> Contract Approval           | <input type="checkbox"/> Intergovernmental Agreement   |
| <input type="checkbox"/> Budget - Pay Plan    | <input type="checkbox"/> Donation                    | <input type="checkbox"/> Lease                         |
| <input type="checkbox"/> Budget - 4%          | <input type="checkbox"/> Easement Abandonment        | <input type="checkbox"/> Maps                          |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E               |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant                       | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment       | <input type="checkbox"/> Grant Application           | <input type="checkbox"/> Street/Highway Improvements   |
| <input type="checkbox"/> Condemnation         | <input type="checkbox"/> Improvement Acc.            | <input type="checkbox"/> Other: _____                  |

**FINANCE** Amount +/-: \$ \_\_\_\_\_
**Funding Source:**

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant
- Increased Revenue Sources

**Match:** \$ \_\_\_\_\_

- Judgments and Losses
- Local Government Investment Project
- Revenue Bonds
- Self-Insured Liability
- Solid Waste Reserve
- Unappropriated Fund Balance
- 4% Fund
- Other: \_\_\_\_\_

Approved by OMB: \_\_\_\_\_

Approved by Finance/Accounts: \_\_\_\_\_

Approved by Div Grants Coordination: \_\_\_\_\_

Date to Finance Director's Office: \_\_\_\_\_

**APPROVED BY****FINANCE DIRECTOR'S OFFICE:** \_\_\_\_\_**ADMINISTRATION**

Council District Member Sponsors: \_\_\_\_\_

Council Committee Chair Sponsors: \_\_\_\_\_

Approved by Administration: \_\_\_\_\_ Date: \_\_\_\_\_

**DEPARTMENT OF LAW**

Date to Dept. of Law: \_\_\_\_\_ Approved by Department of Law: \_\_\_\_\_

**Settlement Resolution/Memorandum Approved by:** \_\_\_\_\_Date to Council: \_\_\_\_\_ For Council Meeting: \_\_\_\_\_ ☐ E-mailed Clerk
☐ All Dept. Signatures
 ☐ Copies
 ☐ Backing
 ☐ Legislative Summary
 ☐ Settlement Memo
 ☐ Clerk Letter
 ☐ Ready to File

Department of Law – White Copy

Administration – Yellow Copy

Finance Department - Pink Copy



**METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY**

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

November 13, 2020

To: Hannah Davis, Mayor's Office

**Re: 1507 B 14<sup>th</sup> Ave N Tri-Party Agreement**  
**Planning Commission Mandatory Referral #2020M-026AG-001**  
Council District #21 – Brandon Taylor, Council Member

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

*A request to approve a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272).*

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

**Conditions that apply to this approval: None.**

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at [Sharon.oconner@nashville.gov](mailto:Sharon.oconner@nashville.gov) or [615-862-7208](tel:615-862-7208).

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Leeman".

Robert Leeman, AICP  
Deputy Director  
Metro Planning Department

cc: Metro Clerk, Elizabeth Waites

**Re: 1507 B 14<sup>th</sup> Ave N Tri-Party Agreement**  
**Planning Commission Mandatory Referral #2020M-026AG-001**  
 Council District #21 – Brandon Taylor, Council Member

*A request to approve a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14th Avenue North (Map/Parcel Nos. 081150273, 081150272).*





Ordinance No. \_\_\_\_\_

An ordinance approving a Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14<sup>th</sup> Avenue North (Map/Parcel Nos. 081150273, 081150272). (Proposal No. 2020M-026AG-001).

WHEREAS, Metropolitan Council Resolution No. RS2020-239 authorized the transfer of the real property located at 1507B 14<sup>th</sup> Avenue North, Nashville (“1507B”), to Affordable Housing Resources, Inc. (“AHR”), for purposes of constructing affordable and workforce housing; and,

WHEREAS, Resolution No. RS2020-239 also approved a grant agreement between the Metropolitan Government of Nashville and Davidson County and AHR, for purposes of constructing affordable and workforce housing; and,

WHEREAS, as required by Resolution No. RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants, requiring that the property be used for affordable and workforce housing; and,

WHEREAS, TaylorMade Contracting LLC (“TaylorMade”), owns the property located at 1507A 14<sup>th</sup> Avenue North, Nashville (“1507A”); and,

WHEREAS, due to error, TAYLORMADE built on 1507B instead of 1507A; and,

WHEREAS, TaylorMade and AHR desire to exchange properties, whereby 1507B will be conveyed to TaylorMade, and 1507A will be transferred to AHR.

WHEREAS, the parties have negotiated the terms of the transfer of 1507A and 1507B, as reflected in the Tri-Party Agreement attached hereto.

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

Section 1. The Tri-Party Agreement between the Metropolitan Government of Nashville and Davidson County, Affordable Housing Resources, Inc., and TaylorMade Contracting LLC, concerning transfers of the properties located at 1507A and 1507B 14<sup>th</sup> Avenue North (Map/Parcel Nos. 081150273 & 081150272), attached hereto and incorporated herein, is hereby approved.

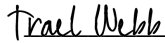
Section 2. Amendment Number one to the grant contract approved by Resolution RS2020-239, between the Metropolitan Government of Nashville and Davidson County and Affordable Housing Resources, Inc., attached hereto and incorporated herein, is hereby approved.

Section 3. The Director of Public Property Administration or designee is authorized to execute such documents as are customary and necessary to carry out the intent of this ordinance.

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

RECOMMENDED BY:

DocuSigned by:



Traci Webb, Director  
Public Property Administration

INTRODUCED BY:

\_\_\_\_\_

\_\_\_\_\_

Member(s) of Council

APPROVED AS TO AVAILABILITY  
OF FUNDS:

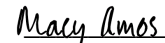
DocuSigned by:



Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

DocuSigned by:



Macy Amos  
Assistant Metropolitan Attorney

Tri-Party Agreement-1507A & 1507B 14<sup>th</sup> Ave. N.

**TRI-PARTY AGREEMENT CONCERNING 1507A AND 1507B 14<sup>th</sup> AVENUE NORTH,  
NASHVILLE, TENNESSEE**

This Tri-Party Agreement (“Agreement”) is made, entered into by and among THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (“METRO”), AFFORDABLE HOUSING RESOURCES, INC. (“AHR”), a Tennessee nonprofit corporation, and TAYLORMADE CONTRACTING LLC (“TAYLORMADE”), a Tennessee Limited Liability Company. Metro, AHR and TAYLORMADE are collectively referred to herein as the “Parties”.

WHEREAS, Metropolitan Council Resolution Number RS2020-239 authorized the transfer of the real property located at 1507B 14<sup>th</sup> Avenue North, Nashville (“1507B”), to AHR for purposes of constructing affordable and workforce housing; and,

WHEREAS, as required by Resolution Number RS2020-239, 1507B is encumbered by a Deed Restriction and Declaration of Restrictive Covenants, requiring that the property be used for affordable and workforce housing; and,

WHEREAS, TAYLORMADE owns the property located at 1507A 14<sup>th</sup> Avenue North, Nashville (“1507A”); and,

WHEREAS, due to error, TAYLORMADE built on 1507B instead of 1507A; and,

WHEREAS, TAYLORMADE and AHR desire to exchange properties, whereby 1507B will be conveyed to TAYLORMADE, and 1507A will be transferred to AHR.

NOW, THEREFORE, in exchange of the mutual promises of the Parties as set forth in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. This Agreement shall be effective only upon approval of the Metropolitan Council.
2. After approval of the Metropolitan Council, the following transactions shall occur at closing:
  - a. TAYLORMADE shall convey 1507A (Parcel No. 081150273), to METRO.
  - b. METRO shall convey 1507A to AHR, for purposes of constructing affordable and workforce housing.
  - c. The deed conveying 1507A to AHR shall contain the following Deed Restriction:

“IN THE EVENT THE GRANTEE, AFFORDABLE HOUSING RESOURCES, INC., DOES NOT DEVELOP THE PROPERTY FOR THE PURPOSE OF AFFORDABLE AND WORKFORCE HOUSING BY MARCH 15, 2025, THEN THE HEREIN DESCRIBED PROPERTY SHALL REVERT BACK TO THE DIVISION OF PUBLIC PROPERTY OF THE METROPOLITAN

Tri-Party Agreement-1507A & 1507B 14<sup>th</sup> Ave. N.

GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, FREE AND CLEAR OF ANY CLAIMS OF THE GRANTEE.”

- d. The Declaration of Restrictive Covenants, attached hereto, shall be recorded on 1507A.
  - e. AHR shall convey 1507B ( Parcel No. 081150272), to TAYLORMADE.
  - f. METRO, through its Director of Public Property Administration, shall record a Release of Deed Restriction on 1507B.
  - g. METRO, through its Director of Public Property Administration, shall record a Release of Declaration of Restrictive Covenants on 1507B.
- 3. The closing of the transactions described in Section 2 shall occur within 90 days of the approval of this Agreement by the Metropolitan Council.
  - 4. TAYLORMADE is responsible for transfer taxes and recording fees.
  - 5. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee.
  - 6. Any action arising from this Agreement shall be brought in the Circuit or Chancery Courts of Davidson County, Tennessee.
  - 7. No modification, waiver, amendment, or change of this Agreement shall be valid unless it is approved by the Metropolitan Council.
  - 8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and when taken together will constitute one instrument.

[SIGNATURES ON FOLLOWING PAGE]

Tri-Party Agreement-1507A & 1507B 14<sup>th</sup> Ave. N.

**IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.**

**AFFORDABLE HOUSING RESOURCES:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**TAYLORMADE CONTRACTING LLC:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

DocuSigned by:  
By: Traci Webb  
Director, Public Property Administration

Approved as to Availability of Funds by:

DocuSigned by:  
Kevin Crumboyle  
Director of Finance

Approved as to Form and Legality by:

DocuSigned by:  
Macy Amos  
Metropolitan Attorney

Tri-Party Agreement-1507A & 1507B 14<sup>th</sup> Ave. N.

**IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.**

**AFFORDABLE HOUSING RESOURCES:**

By:   
(Signature)

Dan Eaton  
Print Name

Director of Housing Development  
Title

**TAYLORMADE CONTRACTING LLC:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

By: \_\_\_\_\_  
Director, Public Property Administration

Approved as to Availability of Funds by:

\_\_\_\_\_  
Director of Finance

Approved as to Form and Legality by:

\_\_\_\_\_  
Metropolitan Attorney



Tri-Party Agreement-1507A & 1507B 14<sup>th</sup> Ave. N.

**IN WITNESS WHEREOF, the parties have caused this Tri-Party Agreement to be executed by their respective authorized officials.**

**AFFORDABLE HOUSING RESOURCES:**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**TAYLORMADE CONTRACTING LLC:**

By: Phillip Taylor  
(Signature)

Phillip Taylor  
Print Name

President  
Title

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

By: \_\_\_\_\_  
Director, Public Property Administration

Approved as to Availability of Funds by:

\_\_\_\_\_  
Director of Finance

Approved as to Form and Legality by:

\_\_\_\_\_  
Metropolitan Attorney

This Instrument Prepared By:  
Metropolitan Housing Trust Fund Commission  
1 Metropolitan Courthouse  
Nashville, Tennessee 37201

## **DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants (“Declaration”) is made by the Metropolitan Government of Nashville and Davidson County (“Metro”) by and through the Metro Housing Trust Fund Commission (“Commission”). This Declaration applies to the real property located at 1507A 14<sup>th</sup> Avenue North, Nashville, TN 37208 (“Property”).

### **RECITALS**

WHEREAS, Metro has provided funds to develop the Property; and,

WHEREAS, the intent of Metro in providing the funds is to create affordable housing on the Property for persons of low income; and,

WHEREAS, subsequent purchasers will benefit from the limitation on the purchase price which this Covenant requires; and,

WHEREAS, the intent of the Grantor is to preserve through this Declaration the affordability of the Property for persons of low-income citizens of Davidson County.

### **Declaration**

Now, therefore, for and in consideration of the matters set forth in the Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor, by this Declaration, does declare the Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, liens and agreements set forth in this Declaration, which shall run with the Property and be binding on all parties having any right, title or interest in any of the Property or any part thereof and their heirs, successors and assigns.

#### **1. Definitions.**

- a. “Affordability Period” shall mean the period of time commencing upon the filing of this Declaration with the Metropolitan Government of Nashville and Davidson County Register of Deeds and continuing in effect for a period of twenty (20) years thereafter.
- b. “Annual Income” shall have the same meaning as in HUD regulations found in 24 CFR part 5, entitled “General HUD Program Requirements; Waivers”.
- c. “Area” means the metropolitan statistical area that includes Davidson County, Tennessee.
- d. “Area Median Income” means the median annual income for a family of four for the Area most recently published by the United States Department of Housing and Urban Development (“HUD”).

- e. “Certificate of Eligibility” means a certificate issued by the Metropolitan Government, the Developer, or a HUD-certified counseling agency confirming that the holder of the certificate is a Qualified Household.
- f. “Developer” means the entity to which the Metropolitan Government first conveys the Property or funds with which that entity has agreed to construct or provide affordable housing.
- g. “Developer Loan” means a written agreement between an Owner and the Developer or another party pursuant to which the Owner receives a loan for the purposes of purchasing the Property but is not required to make monthly payments or otherwise repay the loan until the Owner sells or transfers the Property. Provided, however, that during the Affordability Period, a Developer Loan shall be assumable upon sale or transfer at the option of the buyer or transferee.
- h. “Housing Costs” means all housing-related expenses, including mortgage principal and interest (based on a 30-year mortgage loan equal to the purchase price and the current Wall Street Journal Prime rate of interest), taxes, homeowner and private mortgage insurance, assessments, and homeowners' fees, as applicable. A one-time payment that will be due under the terms of a Developer Loan upon the sale or transfer of the Property shall not be considered a Housing Cost.
- i. “HUD” means the United States Department of Housing and Urban Development.
- j. “Maximum Sale Price” means the price at which a buyer’s monthly Housing Costs would not exceed 30% of the buyer’s monthly income for a buyer whose annual income is equal to 80% of the Area Median Income at the time of the sale. Provided, however, that in no event will the Maximum Sales Price be less than the actual price paid for the Property by the current Owner plus any increase in the price for the Property using the formula set forth above between the date that the current Owner purchased the Property and the date the current Owner sells the Property.
- k. “Owner” means the legal owner of the Property other than the Developer.
- l. “Mortgagee” means a lender who acquires a valid recorded security interest in connection the Owner’s acquisition of the Property.
- m. “Presumed Household Size” means the product of 1.5 and the number of bedrooms shown on plans submitted and approved by permit for any development built on the Property, rounded up to the nearest whole number.
- n. “Qualified Household” means a household that at the time of applying for a Certificate of Eligibility meets the following requirements to become an Owner: (i) has Annual Income that does not exceed 80 percent of the Area Median Income for the Area for homeownership developments and does not exceed 60 percent of the Area Median Income for rental developments, as determined by HUD, with adjustments for smaller and larger families as described in greater detail in the Affordability Requirements

paragraph, and (ii) whose purchase of the Property meets the requirements to qualify as affordable homeownership housing under the Home Investment Partnerships Program pursuant to 24 CFR §92.254.

2. **Requirement of Title.** Compliance with the provision of this Declaration shall be deemed to be a requirement of title. The Property may not be transferred to any person or entity other than a Qualified Household except as otherwise provided in this Declaration.
3. **Affordability Requirements.** Throughout the Affordability Period, no Property shall be sold except to a Qualified Household for use by an Owner solely as a principal residence. Qualified Household determinations shall be made in accordance with 24 CFR §92.2 and §92.217. The 2019 income limits for homebuyer projects adjusted according to family size are provided in the table below for illustrative purposes. These income limits are updated annually by HUD, and the determination of whether an Owner qualifies as a Qualified Household shall be made based on the most recently published annual income limits when qualifying a potential buyer.

### 2019 INCOME LIMITS

*Nashville-Davidson—Murfreesboro—Franklin, TN MSA*

	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
<b>80% Income Limit</b>	\$44,800.00	\$51,200.00	\$57,600.00	\$64,000.00	\$69,150.00	\$74,250.00	\$79,400.00	\$84,500.00

During the Affordability Period, an Owner desiring to sell, dispose of or otherwise convey the Property, shall so notify the Developer and the Commission in writing (the "Conveyance Notice"). The Owner is responsible for finding a homebuyer ("Homebuyer") who meets the requirements of a Qualified Household. The sale to the Homebuyer must occur within six (6) months of completion of the income determination. The HUD Exchange web site provides an income eligibility calculator that can be used to perform an initial assessment to determine income eligibility. The link below contains a guide for using this income eligibility calculator:

[https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator\\_User%20Manual\\_Version2.0.pdf](https://www.hudexchange.info/resources/documents/CPDIncomeEligibilityCalculator_User%20Manual_Version2.0.pdf)

During the Affordability Period, and except as otherwise provided in this Declaration, the Property may not be sold for a price that exceeds the Maximum Sale Price.

4. **Use During the Affordability Period.** During the Affordability Period: (i) compliance with the requirements of this Declaration may be verified by the Commission or its agent or

contractor annually, and an Owner shall cooperate fully with such verification; (ii) every residential unit must be occupied for at least 10 months each year except with the Commission's express written consent; (iii) and the Property may only be used as a principal residence of the Owner. The improvements shall be maintained by the Owner in good, clean and livable condition, and Owner shall be responsible for the timely payment of (i) hazard insurance for the full replacement cost of all improvements on the Property, and (ii) all taxes, assessments and fees accruing on the Property.

5. **Permitted Structures.** Throughout the Affordability Period, only structures permitted in residentially zoned areas of the Metropolitan Government may be built upon the Property.
6. **Debt and Refinance Limitations.** If an Owner desires to obtain or refinance any loan (a "Loan") to be secured by the Property, and such Loan will cause that Owner's total indebtedness to exceed the original purchase price paid by that Owner for the Property, then not less than 45 days prior to obtaining or refinancing the Loan, Owner shall submit to the Commission a copy of the proposed loan's terms. The Commission will approve the Loan unless The Commission reasonably objects to the terms.
7. **Foreclosure.** The holder of record of any mortgage or other encumbrance on the Property (each a "Mortgagee") and Owner of the Property shall comply with the following provisions upon foreclosure proceedings or similar remedial action pursuant to its mortgage or other encumbrance:

(a) The Owner shall provide permission to the Mortgagee for the Mortgagee to notify Metro and the Developer in the event of any default for which Mortgagee intends to commence foreclosure proceedings or similar remedial action pursuant to its mortgage (the "Foreclosure Notice"). This notice shall be sent by Mortgagee to Metro and the Developer according to the notice provision of this Agreement, not less than ninety (90) days prior to the foreclosure sale or the acceptance of a deed in lieu of foreclosure. The Owner shall also deliver a copy of the Foreclosure Notice and any other communications and disclosures made by the Mortgagee pursuant to any instrument relating to a mortgage or encumbrance to Metro and the Developer promptly upon receipt.

(b) Developer shall have the first right of refusal and option to purchase the Property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date and agreed upon closing costs. At the conclusion of ten (10) days, Developer will provide Metro written notice as to its decision to exercise or refuse its option to purchase the Property. In the event Developer refuses its option to purchase the Property, Metro shall have the second right of refusal and option to purchase the property for a price not to exceed the outstanding balance of the delinquent mortgage, costs associated with collection actions taken up to the purchase date, and agreed upon closing costs. At the conclusion of the sixty (60) days after receipt of the Foreclosure Notice, if neither Metro nor Developer exercises its option to purchase the Property, Metro will provide written notice thereof to Mortgagee, upon the receipt of which the Mortgagee

may proceed with its right of foreclosure or acceptance of a deed or assignment in lieu of foreclosure. After such foreclosure or acceptance of a deed in lieu of foreclosure, this declaration shall be forever terminated and shall have no further effect as to the Property or any transferee thereafter.

(c) In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the designee be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Mortgagee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to a household that does not meet the income-based requirements of a Qualified Household ("Ineligible Household").

8. **Conveyance by Operation of Law.** In the event that an ownership interest in a Property is transferred by operation of law, death, divorce, court order or other similar occurrence, the person or persons ("Transferee") to whom the Property is transferred shall, within 60 days after such transfer becomes effective (the effective date of the transfer being the "Transfer Date"), notify Developer and the Commission in writing of the transfer and either (1) obtain a Certificate of Eligibility, (2) promptly and diligently seek to sell the Property to a Qualified Household, (3) sell the Property to the Developer for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. Developer shall notify Metro of its decision to exercise or refuse its option to purchase within ten (10) days of the Transfer Date. In the event Developer declines its option to purchase the Property, Metro shall have a right to purchase the property for a price not to exceed the outstanding balance of the first and second mortgages and agreed upon closing costs. In the event neither Metro nor Developer exercises its option to purchase the Property, Transferee shall be entitled to maintain ownership of the Property or sell the property to a household that does not meet the income-based requirements of a Qualified Household ("Ineligible Household"). Should a Transferee who is required to sell the Property fail to do so within 120 days after the Transfer Date, such Transferee or owner shall notify Metro in writing ("Transfer Notice") of such fact, which shall constitute a breach of this Declaration.

In the event of purchase of the Property by the Developer, the Developer shall promptly notify Metro in writing of the purchase and diligently seek to sell the Property to a Qualified Household. Should the Developer be unable to find a Qualified Household to buy or lease the Property despite a good faith effort, including listing the Property with a licensed real estate agent for at least one hundred twenty (120) days, then Metro shall have the option to purchase the Property from the Developer for the total purchase amount paid by the Developer to the Transferee. If Metro declines its option to purchase the Property from the Developer, the Developer may then sell the Property to an Ineligible Household.



9. **Prohibition on Discrimination.** No person shall, on the grounds of race, color, sex, religion, sexual orientation or national origin, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination with regard to the sale, lease, rental, use or occupancy of the Property.
10. **Severability.** The invalidity of any clause, part, provision or section of these Restrictive Covenants shall not affect the validity of the remaining portions herein.
11. **Notices.** Notice required by this Declaration to be given to the Commission shall be delivered to:

Metro Housing Trust Fund Commission  
Office of the Mayor  
1 Public Square, Suite 100  
Nashville, TN 37201

Notices required by this Declaration to be given to the Developer shall be delivered to:

Affordable Housing Resources  
50 Vantage Way  
Nashville, TN 37228

Notices required by this Declaration to be given to a Mortgagee shall be delivered to the notice address on the deed of trust given to the Mortgagee.

Notices required by this Declaration to be given to an Owner or Transferee shall be delivered to the Property.

Any notices, demands or requests that may be given under this Declaration shall be sufficiently served if given in writing and delivered by hand or mailed by certified or registered mail, postage prepaid, return receipt requested, to the entities and parties in interest at the addresses designated above, or such other addresses as may be specified by any party (or its successor) by such notice. Any such notice, demand or request shall be deemed to have been given on the day it is hand delivered or mailed.

12. **Amendment.** The Commission shall have the right to amend, modify or release this Declaration by an instrument recorded with the office of the Davidson County Register of Deeds, provided that any amendment or modification shall not impose materially greater obligations on, nor materially diminish the rights of, Developer, Owner, or any Mortgagee. Without limitation, the Metropolitan Government shall have the right to establish or change resale restrictions for any Property subject to this Declaration, subject to the foregoing proviso.
13. **Compliance with Applicable Laws.** Any person or entity claiming an interest in any Property covered by this Declaration shall comply with all applicable federal, state or local

laws, statutes, ordinances, codes, rules, regulations, as may be amended from time to time. For clarification, despite the fact that various HUD regulations and regulations regarding HUD programs, such as the Home Investment Partnership Program, are referenced in this Declaration, said regulations are incorporated only for convenience in establishing commonly understood affordability requirements and do not apply generally to the Property. Instead, such regulations apply only to the extent explicitly set forth in this Declaration.

14. **Breach and Enforcement.** In the event of a breach or violation of this Declaration, the Commission shall have the right to take such enforcement action as it determines may be necessary, including, without limitation, the right to seek:
- a. injunctive or other equitable relief;
  - b. disgorgement of sale proceeds attributable to a sale in violation of this Declaration;
  - c. rescission of any sale in violation of this Declaration; and
  - d. specific performance.
15. **Governing Law and Venue.** This Declaration shall be governed by the laws of the State of Tennessee. No action arising out of this Declaration shall be brought except in the Chancery or Circuit Courts of Davidson County, Tennessee.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, TENNESSEE BY:**

\_\_\_\_\_  
**Trael Webb, Director**  
**Public Property Administration**

**STATE OF TENNESSEE )**  
**COUNTY OF DAVIDSON )**

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared **Trael Webb**, with whom I am personally acquainted and who, upon their oath, acknowledged them to be the Director of Public Property Administration of THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, and that they, as such Director, being authorized to do so, executed the foregoing instrument for the purposes contained therein.

Witness my hand and official seal at Nashville, Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**AMENDMENT #1 TO GRANT CONTRACT  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND  
AFFORDABLE HOUSING RESOURCES**

This Grant Contract Amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, (hereinafter referred to as "**Metro**") and **AFFORDABLE HOUSING RESOURCES** (hereinafter referred to as "**Recipient**").

The Grant Contract between Metro and Recipient, approved by Resolution No. RS2020-239, is hereby amended as follows, effective upon approval of the Metropolitan Council:

1. The first paragraph of the Grant Contract is hereby revised by deleting the property described as "08115027200 1507B 14<sup>th</sup> Ave. N" and replacing it with the property described as "08115027300 1507A 14<sup>th</sup> Ave. N".

The other terms and provisions of the Grant Contract not amended herein shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Grant Contract Amendment to be executed by duly authorized officials.

**Recipient: Affordable Housing Resources**

By: 

**Chief Executive Officer**

Date: 11/6/20

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

**APPROVED:**

DocuSigned by:

Gina Emmanuel

Gina Emmanuel, Chair  
Metropolitan Housing Trust Fund Commission

11/23/2020

Date

**APPROVED AS TO AVAILABILITY OF  
FUNDS:**

DocuSigned by:

Kevin Crumbo

Kevin Crumbo, Director  
Department of Finance

11/25/2020

Date

**APPROVED AS TO RISK AND  
INSURANCE:**

DocuSigned by:

Balogun Cobb

Balogun Cobb, Director of Risk Management Services

11/25/2020

Date

**APPROVED AS TO FORM AND  
LEGALITY:**

DocuSigned by:

Macy Amos

Macy Amos, Assistant Metropolitan Attorney

11/25/2020

Date

**OFFICE OF THE METROPOLITAN CLERK:**

\_\_\_\_\_  
Metropolitan Clerk

\_\_\_\_\_  
Date



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-584, **Version:** 1

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An ordinance approving amendment one to a contract by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Tourism and Convention Commission, and the Nashville Convention & Visitors Bureau, to provide tourism and convention sales and marketing services.

WHEREAS, the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Tourism and Convention Commission, previously entered into a contract with the Nashville Convention & Visitors Bureau ("NCVB"), to provide tourism and convention sales and marketing services, as approved through the contracting processes established under the Metropolitan Procurement Code; and,

WHEREAS, the existing contract has a term of five years, beginning on July 1, 2016 and terminating on June 30, 2021; and,

WHEREAS, the parties wish to amend the contract to increase the term of the contract by one year, for a total of six years, to terminate on June 30, 2022, a copy of which amendment one is attached hereto; and,

WHEREAS, Metropolitan Code Section 4.12.160 requires that an amendment to a contract for services that extends the contract term to more than five years must be approved by Metro Council; and,

WHEREAS, the services performed under the contract were previously provided by NCVB and not a Metro department; and,

WHEREAS, seventy full time equivalent positions are required to provide the services by NCVB; and,

WHEREAS, the services provided by NCVB require a detailed knowledge of the tourism and convention industry; sales, advertising, public relations, marketing, business development and professional customer relationship and partnership capabilities, among others, and none of our Metro departments have these capabilities nor the resources to rapidly build them; and,

WHEREAS, due to the impact of the COVID-19 pandemic, Metro Nashville and Davidson County's tourism industry will need time to recover and rebuild over the next 18 months, at a minimum; and at this critical point in our city's recovery, Metro will be well-served to have the historical knowledge and relationships of NCVB in place, and NCVB will need the extended time to properly execute recovery strategies; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that amendment one be approved.

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

Section 1. That amendment one to the contract by and between the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Tourism and Convention Commission, and the Nashville Convention & Visitors Bureau, to provide tourism and convention sales and marketing services, a copy of which amendment one is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

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

### Analysis

This ordinance extends the term of the contract with the Nashville Convention & Visitors Bureau to provide tourism and convention sales and marketing services. The Convention & Visitors Bureau, currently operating as the Nashville Convention & Visitors Corp (CVC), has provided tourism marketing services for Metro for many years. The current contract, which was competitively procured, was for a five year term expiring June 30, 2021. The contract is funded through a portion of the hotel occupancy taxes collected that must specifically be used for tourism promotion services pursuant to state law (T.C.A. § 7-4-110). No sales or property tax dollars are used to fund this contract. The annual budgeted amounts for this contract are based upon the estimated hotel occupancy tax collections. The budget for FY20 was \$26.2M and the budget for FY21 is \$11.6M.

This ordinance approves a one year extension of the contract through June 30, 2022. The ordinance notes that 70 full time equivalent positions are required to provide the services by CVC. The CVC has a sales staff based in Nashville, as well as satellite offices in Chicago, Atlanta, Washington D.C., Philadelphia, Los Angeles, Denver, and Dallas. The services provided by CVC require a specific skill set that no Metro department can provide.

Section 4.12.160 of the Metro requires that an amendment to extend a contract for services beyond five years must be approved by Metro Council. It is anticipated that a new contract will be procured before the termination of this extended contract.



# Contract Amendment Abstract

## Contract Amendment Information

Contract Title: Tourism and Convention Sales and Marketing Services

Amendment Summary: Extends the contract term of the agreement to June 30, 2022.

Contract Number: 342100 Amendment Number: 1 Solicitation Number: 553746

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

**High Risk Contract** (Per Finance Department Contract Risk Management Policy): No

**Sexual Harassment Training Required** (per BL2018-1281): Yes

Contract Start Date: 07/01/2016 Contract Expiration Date: 06/30/2022 Contract Term: 72 Months

Previous Estimated Contract Life Value: Revenue Generating

Amendment Value: \$0.00 Fund: 30044\*

New Estimated Contract Life Value: Revenue Generating BU: 01103280\*

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

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Jeremy Frye

Procuring Department: Finance Department(s) Served: Finance

## Prime Contractor Information

Prime Contracting Firm: Nashville Convention & Visitors Bureau Phone #: 615-259-4760 ISN#: 4034

Address: 150 4<sup>th</sup> Avenue North, Suite G-250 City: Nashville State: TN Zip: 37219

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

Prime Company Contact: Butch Spyridon Email Address: butch@visitmusiccity.com

**Prime Contractor Signatory:** Butch Spyridon Email Address: butch@visitmusiccity.com

## Subcontractor Information

*Small Business and Service Disabled Veteran Business Program:*

SBE/SDV Participation Amount: N/A Percent, if applicable: As Revenue Generated

*Procurement Non-Discrimination Program:*

M/WBE Participation Amount: N/A Percent, if applicable: As Revenue Generated

*Federal Disadvantaged Business Enterprise:*

No Amount: N/A Percent, if applicable: N/A

\* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): Yes



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 342100  
BETWEEN  
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
AND NASHVILLE CONVENTION & VISITORS BUREAU**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and NASHVILLE CONVENTION & VISITORS BUREAU, located in Nashville, TN.

WITNESSETH

**WHEREAS**, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated July 1, 2016, Metro Contract numbered 342100, hereinafter the "CONTRACT", the parties hereby agree:

This amendment affects the following changes to the contract.

1. Extends the contract term of the agreement for an additional twelve months. Clause 3.1 Contract Term shall read as follows:

"The term of this contract will begin on July 1, 2016. The initial contract term will end June 30, 2022. This Contract may be extended by Contract Amendment and subject to Metro Council approval as defined in the Metro Code."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 342100  
Amendment Number #1

THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

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

APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:

Michelle A. Hernandez Lane JLR  
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE KG  
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

R. Alex Dickerson BL  
Metropolitan Attorney Insurance

\_\_\_\_\_  
Metropolitan Mayor COO

ATTESTED:

\_\_\_\_\_  
Metropolitan Clerk Date

CONTRACTOR

Nashville Convention & Visitors Corp  
Company Name

Butch Spyridon  
Signature of Company's Contracting Officer

Butch Spyridon  
Officer's Name

President /CEO  
Officer's Title



CA #: 2021039

Date Received: Nov. 20, 2020

To be completed by the Procurement Division

☒ Contract Amendment is Approved (Additional Comments: will require Council legislation )

☐ Contract Amendment is Denied for

PURCHASING AGENT: Michelle R. Hernandez Lane Date: 11/20/2020 | 1:31 PM

## Certificate Of Completion

Envelope Id: 7D014D0A7D1A4F21814E5B4A1F2FAF73

Status: Completed

Subject: Contract Amendment Request Form for Finance - A2021039 Nashville Convention &amp; Visitors Bureau

Source Envelope:

Document Pages: 2

Signatures: 2

Envelope Originator:

Certificate Pages: 15

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

prg@nashville.gov

IP Address: 170.190.198.185

## Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

11/20/2020 10:20:12 AM

prg@nashville.gov

## Signer Events

Judy Cantlon

Judy.Cantlon@nashville.gov

Security Level: Email, Account Authentication  
(None)

## Signature

**Completed**

Using IP Address: 170.190.198.185

## Timestamp

Sent: 11/20/2020 10:24:00 AM

Viewed: 11/20/2020 10:25:49 AM

Signed: 11/20/2020 10:26:15 AM

## Electronic Record and Signature Disclosure:

Accepted: 11/20/2020 10:25:49 AM

ID: 587d4076-fe87-4d90-8cd4-0196362e925a

Michelle A. Hernandez Lane

michelle.lane@nashville.gov

Chief Procurement Officer/Purchasing Agent  
MetroSecurity Level: Email, Account Authentication  
(None)*Michelle A. Hernandez Lane*

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Sent: 11/20/2020 10:26:16 AM

Viewed: 11/20/2020 1:31:10 PM

Signed: 11/20/2020 1:31:43 PM

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

## 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

Amber Gardner

amber.gardner@nashville.gov

Security Level: Email, Account Authentication  
(None)

## Electronic Record and Signature Disclosure:

Not Offered via DocuSign

**COPIED**

Sent: 11/20/2020 1:31:44 PM



Carbon Copy Events	Status	Timestamp
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/20/2020 1:31:45 PM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/20/2020 1:31:45 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/20/2020 10:24:00 AM
Certified Delivered	Security Checked	11/20/2020 1:31:10 PM
Signing Complete	Security Checked	11/20/2020 1:31:43 PM
Completed	Security Checked	11/20/2020 1:31:45 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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**Terms and Conditions****1. GOODS AND SERVICES CONTRACT****1.1. Heading**

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Nashville Convention & Visitors Bureau** ("CONTRACTOR") located at **150 4th Avenue North, Nashville, TN, 37219**. This contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document and affidavit(s),*
- *The solicitation documentation RFQ# 553746 (made a part of this contract by reference),*
- *Purchase orders (and PO Changes), and*
- *CONTRACTOR's response to solicitation.*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

**2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:****2.1. Duties and Responsibilities**

CONTRACTOR agrees to provide tourism and convention sales and marketing services as defined in the solicitation.

The activities and actions undertaken in the performance of this contract represent the direct tourism promotion activities required by the Hotel Occupancy Privilege Tax legislation, and the amount budgeted in the annual operational budget of METRO is dedicated and available to CONTRACTOR to support and fund activities. Should annual funding fall below the amount provided in the first year of this contract, adjusted by the consumer price index, performance measurements will also be adjusted by mutual consent of METRO and CONTRACTOR.

The target goal for non-METRO review will be set as one million dollars (\$1,000,000) annually as stated in CONTRACTOR's response to the solicitation.

CONTRACTOR requests as part of this contract an annual working capital advance in the amount of five hundred thousand dollars (\$500,000) from the annual hotel tax collections, to be adjusted annually based on the approved METRO budget.

CONTRACTOR agrees to report monthly to the Business Assistance Office participation and spending for METRO approved Small, Service Disabled, Minority, and Women-Owned Business Enterprises.

CONTRACTOR agrees that whoever occupies the volunteer board chairperson set of the METRO Tourism and Commission will be an ex-officio member of CONTRACTOR board of directors.

CONTRACTOR agrees that the TAP and the Smith Travel reports will be made available to the METRO Department of Finance on a monthly basis, with a disclaimer that the information may not be complete.

**2.2. Delivery and/or Installation.**

All deliveries (if provided by the performance of this contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by Metro.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

### **3. CONTRACT TERM**

#### **3.1. Contract Term**

The term of this contract will begin on July 1, 2016. The initial contract term will end sixty (60) months from the beginning date with the option to extend for another sixty (60) months subject to Metro Council approval as defined in the Metro Code.

### **3.2. COMPENSATION**

#### **3.2.1. Contract Value**

This contract will be funded through actual receipts collected by METRO from the Hotel Occupancy Tax, as directed by the Hotel Occupancy Privilege Tax legislation. CONTRACTOR shall be paid as work is completed and METRO approves and is accordingly, invoiced.

#### **3.2.2. Other Fees**

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

#### **3.2.4. Electronic Payment**

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

### **4. TERMINATION**

#### **4.1. Breach**

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall have the right to terminate the contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

Nothing herein shall limit the right of either party to seek any lawful remedy from a court of competent jurisdiction.

If METRO determines to terminate the contract, CONTRACTOR will receive a written notice of default, stating the desire to terminate and noting cause. A thirty (30) day opportunity to cure phase would begin upon receipt of that letter. If the cure proposed by CONTRACTOR is not deemed to be satisfactory to METRO, then the parties would go to mediation. If METRO and CONTRACTOR cannot reconcile issues during the mediation phase, METRO may terminate the contract thirty (30) days after the mediation phase.

#### **4.2. Lack of Funding**

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR.

#### **4.3. Notice**

METRO may terminate this contract at any time upon one hundred and eighty (180) days written notice to CONTRACTOR. Should METRO terminate this Contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall determine and pay to CONTRACTOR the amount due for satisfactory work.

### **5. NONDISCRIMINATION**

#### **5.1. Metro's Nondiscrimination Policy**

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

#### **5.2. Nondiscrimination Requirement**

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of 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. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement.** Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

#### **5.3. Procurement Nondiscrimination Program Requirement**

The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the following items shall be part of each individual solicitation response:

**5.4. Covenant of Nondiscrimination**

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

**5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected**

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

**5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture**

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO").

**5.7. Registration and Certification**

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

**5.8. Americans with Disabilities Act (ADA)**

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

**6. INSURANCE****6.1. Proof of Insurance**

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension, the types and amounts of insurance identified below by a checked box. Proof of insurance shall be required naming METRO as additional insured.



**6.3. General Liability Insurance**

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

**6.4. Automobile Liability Insurance**

In the amount of one million (\$1,000,000.00) dollars (if vendor will be making on-site deliveries)

**6.5. Worker's Compensation Insurance**

with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

**6.6. Such insurance shall:**

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

Worker's Compensation (If applicable), CONTRACTOR shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's workers' compensation insurance coverage.

**6.7. Other Insurance Requirements**

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by 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:

**DEPARTMENT OF LAW**

**INSURANCE AND RISK MANAGEMENT**

**METROPOLITAN COURTHOUSE, SUITE 108**

**PO BOX 196300****NASHVILLE, TN 37219-6300**

Provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the METRO system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by METRO as a material breach of contract.

Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall file subcontractor's certificates of insurance in METRO's system.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO **prior to the commencement of services.**

If the CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

**7. GENERAL TERMS AND CONDITIONS****7.1. Taxes**

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

**7.2. Warranty**

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice.

Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

**7.3. License**

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant

METRO a license to use any purchased software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation.

#### **7.4. Copyright, Trademark, Service Mark, or Patent Infringement**

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a copyright, Trademark, Service Mark, or patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

##### **Procure**

Procure for METRO the right to continue using the products or services.

##### **Replace**

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

##### **Remove**

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

##### **Provide**

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

#### **7.5. Record Maintenance**

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any

reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

#### **7.6. Monitoring**

The CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

#### **7.7. METRO Property**

Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of the contract. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. All documents which make up this Contract; all other documents furnished by METRO; all conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR; and, all other original works of authorship, whether created by METRO or CONTRACTOR embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works.

The CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall the CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

#### **7.8. Modification of Contract**

This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

The current balance of any working capital advance that is provided to CONTRACTOR through this contract is subject to periodic review and increase by the Purchasing Agent and Director of Finance as economic conditions and funding availability warrant. It is to be maintained in CONTRACTOR's accounting records separately as a liability due to METRO, and should be so reflected in the audited financial statements of CONTRACTOR. As collections improve in the Hotel and Motel Tax collections, modifications, by amendment, may be made in the reimbursement formula.

#### **7.9. Partnership/Joint Venture**

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this Contract.

**7.10. Waiver**

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

**7.11. Employment**

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

**7.12. Compliance with Laws**

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

**7.13. Taxes and Licensure**

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

**7.14. Ethical Standards**

CONTRACTOR hereby represents that CONTRACTOR has not been retained or 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 contract, 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.

**7.15. Indemnification and Hold Harmless**

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents and employees from:

- A. 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 CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,
- B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of the

CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

D. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide.

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract.

#### **7.16. Attorney Fees.**

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of the contract or to obtain a remedy for any breach of this contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

#### **7.17. Assignment--Consent Required**

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT**

**DIVISION OF ACCOUNTS**

**DEPARTMENT OF FINANCE**

**PO BOX 196300**

**NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

#### **7.18. Entire Contract**

This contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

#### **7.19. 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, 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.

**7.20. Governing Law**

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

**7.21. Venue**

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

**7.22. Severability**

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

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Contract Number 342100

**Notices and Designation of Agent for Service of Process**

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT  
PROCUREMENT DIVISION  
DEPARTMENT OF FINANCE  
PO BOX 196300  
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Nashville convention& Visitors Corp

Attention: Butch Spyridon

Address: 150 4th Avenue North, Suite G-250

Telephone: 615-259-4760

Fax: 615-259-4775

E-mail: butch@visitmusiccity.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: Butch Spyridon

Attention: Butch Spyridon

Address: 150 4th Avenue North, Suite G-250, Nashville TN 37219

**[SPACE INTENTIONALLY LEFT BLANK]**

Contract Number 342100**Effective Date**

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

**THE METROPOLITAN GOVERNMENT OF  
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**

DocuSigned by:  
Bob Lackey GLM  
Dep. Comm. Head or Board Chair. Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH  
PROCUREMENT CODE:**

DocuSigned by:  
Jeff L. Gossage KB  
Purchasing Agent Purchasing

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
Richard M. Riebeling TLO BF  
Director of Finance OMB BA

**APPROVED AS TO FORM AND LEGALITY:**

DocuSigned by:  
Tara Ladd BL  
Metropolitan Clerk Insurance

**FILED BY THE METROPOLITAN CLERK:**

DocuSigned by:  
Shannon Hall 4/28/2015  
Metropolitan Clerk Date

**CONTRACTOR**Nashville Convention & visitors Corp

Company Name

DocuSigned by:  
Christopher Spyridon  
Signature of Company's Contracting Officer

Christopher Spyridon

Officer's Name

President/CEO

Officer's Title

Contract Signature Page



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2014

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).

<b>PRODUCER</b> <b>Anderson Benson Insurance</b> <b>2505 21st Avenue South</b> <b>Suite 301</b> <b>Nashville TN 37212</b>	<b>CONTACT NAME:</b> Becky Wallace <b>PHONE (A/C No. Ext):</b> (615) 630-7803 <b>FAX (A/C No.):</b> (615) 630-7801 <b>E-MAIL ADDRESS:</b> becky@andersonbenson.com														
<b>INSURED</b> <b>Nashville Convention and Visitors Bureau</b> <b>One Nashville Place</b> <b>150 Fourth Ave N, Suite G-250</b> <b>Nashville TN 37219</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> The Cincinnati Indemnity</td> <td style="text-align: center;">23280</td> </tr> <tr> <td><b>INSURER B:</b> Star Insurance Company</td> <td style="text-align: center;">18023</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Cincinnati Indemnity	23280	<b>INSURER B:</b> Star Insurance Company	18023	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** CL1462401004**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	
<b>A</b>	<b>GENERAL LIABILITY</b>			CPP1081600	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
<b>A</b>	<b>AUTOMOBILE LIABILITY</b>			CPA1081600	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						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)	\$
							Medical payments	\$ 5,000
<b>A</b>	<input checked="" type="checkbox"/> UMBRELLA LIAB			CPP1081600	7/1/2014	7/1/2015	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WC0793190	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	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						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
<b>A</b>	<b>Hired Automobile</b>			CPA1081600			Physical Damage Limit	\$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Contract for Purchase of Services between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee ("Metro") and Nashville Convention and Visitors' Bureau ("Contractor").

Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured endorsement numbered: GA4084 and automobile liability additional insured endorsement numbered: AA4004.

**CERTIFICATE HOLDER****CANCELLATION**

<b>Metropolitan Government of Nashville and Davidson County</b> <b>Metro Courthouse</b> <b>Nashville, TN 37201</b>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>George Anderson/SHORD <i>George Anderson</i></p>
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/04/2020

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

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

<b>PRODUCER</b> Anderson Benson Insurance 3322 West End Avenue Suite 500 Nashville TN 37203	<b>CONTACT NAME:</b> Becky Wallace <b>PHONE (A/C, No, Ext):</b> (615) 630-7803 <b>FAX (A/C, No):</b> (615) 630-7801 <b>E-MAIL ADDRESS:</b> becky@andersonbenenson.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> The Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td><b>INSURER B:</b> NOVA Casualty Company</td> <td>42552</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> The Cincinnati Indemnity Company	23280	<b>INSURER B:</b> NOVA Casualty Company	42552	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b> Nashville Convention and Visitors Bureau One Nashville Place 150 Fourth Ave N, Suite G-250 Nashville TN 37219															

**COVERAGES****CERTIFICATE NUMBER:** 2020-21 Cinci Liab/WC**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EPP0583814	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000						
	MED EXP (Any one person) \$ Excluded						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EPP0583814	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 7,000,000
	AGGREGATE \$ 7,000,000						
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CF1-WK-10000191-03	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Contract for Purchase of Services (contract #342100) between The Metropolitan Government of Nashville and Davidson County, a municipal corporation of the State of Tennessee ("Metro") and Nashville Convention and Visitors' Bureau ("Contractor").

Metropolitan Government of Nashville & Davidson County its officials, officers, employees, and volunteers are named as additional insureds per general liability additional insured policy form GA4084 included in policy.

**CERTIFICATE HOLDER****CANCELLATION**

Metropolitan Government of Nashville and Davidson County Metro Courthouse  Nashville TN 37201	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>George Anderson</i></p>
--	--

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Additional Named Insureds

Other Named Insureds

Music City, Inc.	Corp Non-Profit Organization, Insured Multiple Names
Nashville Convention & Visitors Corp.	Operating Name Only, Insured Multiple Names
Rhythms of the South	Insured Multiple Names





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/21/2020

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<b>PRODUCER</b> Anderson Benson Insurance 3322 West End Avenue Suite 500 Nashville TN 37203	<b>CONTACT NAME:</b> Becky Wallace <b>PHONE (A/C, No, Ext):</b> (615) 630-7803 <b>FAX (A/C, No):</b> (615) 630-7801 <b>E-MAIL ADDRESS:</b> becky@andersonbenenson.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> National Casualty Company	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 2020-21 K&K Auto **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			KKO0000024757300	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re:Contract 342100

## CERTIFICATE HOLDER

Metropolitan Government of Nashville and Davidson County Metro Courthouse Nashville TN 37201	<b>CANCELLATION</b> 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 
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Additional Named Insureds

Other Named Insureds

Music City, Inc.	Corp Non-Profit Organization, Insured Multiple Names
Nashville Convention & Visitors Corp.	Operating Name Only, Insured Multiple Names
Rhythms of the South	Insured Multiple Names

## Certificate Of Completion

Envelope Id: 7FD3C105D0F545ECBBA53C531BEE6749	Status: Sent
Subject: URGENT! Metro Contract 342100 Amendment 1 with Nashville Convention and Visitors Bureau (Finance)	
Source Envelope:	
Document Pages: 41	Signatures: 10
Certificate Pages: 17	Initials: 7
AutoNav: Enabled	Envelope Originator:
Envelopeld 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
12/4/2020 11:34:33 AM	prg@nashville.gov	

## Signer Events

Signature	Timestamp
Terri L. Ray	Sent: 12/4/2020 12:07:16 PM
Terri.Ray@nashville.gov	Viewed: 12/4/2020 12:07:44 PM
Senior Procurement Officer	Signed: 12/4/2020 12:07:54 PM
Metropolitan Government of Nashville and Davidson County	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Michelle A. Hernandez Lane	Sent: 12/4/2020 12:07:56 PM
michelle.lane@nashville.gov	Viewed: 12/4/2020 12:21:17 PM
Chief Procurement Officer/Purchasing Agent	Signed: 12/4/2020 12:23:47 PM
Metro	
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Greg McClarin	Sent: 12/4/2020 12:23:50 PM
greg.mcclarin@nashville.gov	Viewed: 12/4/2020 12:30:27 PM
Security Level: Email, Account Authentication (None)	Signed: 12/4/2020 12:31:18 PM
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	



**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2020 12:30:27 PM  
ID: e97826da-497c-461b-b858-0e6916a4dde8

Kati Guenther	Sent: 12/4/2020 12:31:20 PM
Kati.Guenther@nashville.gov	Viewed: 12/4/2020 12:34:22 PM
Security Level: Email, Account Authentication (None)	Signed: 12/4/2020 12:47:35 PM
Signature Adoption: Pre-selected Style	
Using IP Address: 170.190.198.185	

**Electronic Record and Signature Disclosure:**  
Accepted: 12/4/2020 12:34:22 PM  
ID: 3df85859-5862-457f-814b-7aa59b868190

Signer Events	Signature	Timestamp
<p>Butch Spyridon butch@visitmusiccity.com President /CEO Nashville Convention &amp; Visitors Corp Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 1:30:58 PM ID: fed39b99-68fc-443c-b441-6c1a8f598092</p>	<p><i>Butch Spyridon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 209.235.175.114</p>	<p>Sent: 12/4/2020 12:47:42 PM Resent: 12/4/2020 1:05:57 PM Viewed: 12/4/2020 1:30:58 PM Signed: 12/4/2020 2:00:50 PM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/4/2020 2:00:57 PM Viewed: 12/4/2020 2:01:48 PM Signed: 12/4/2020 2:02:08 PM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:24:12 PM ID: 6ce4f5d5-5b8f-4ed3-8821-5082d75d9aa3</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/4/2020 2:02:11 PM Viewed: 12/4/2020 2:24:12 PM Signed: 12/4/2020 2:25:08 PM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:30:46 PM ID: 0620f245-80b3-4483-b1cd-ed1b8715f070</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/4/2020 2:25:11 PM Viewed: 12/4/2020 2:30:46 PM Signed: 12/4/2020 2:31:03 PM</p>
<p>Kevin Crumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:31:38 PM ID: f8aab922-6e2c-4a8d-b01f-6f705632359d</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/4/2020 2:31:06 PM Viewed: 12/4/2020 2:31:38 PM Signed: 12/4/2020 2:31:53 PM</p>
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:31:38 PM ID: f8aab922-6e2c-4a8d-b01f-6f705632359d</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 12/4/2020 2:31:56 PM Viewed: 12/4/2020 2:33:26 PM Signed: 12/4/2020 2:33:34 PM</p>

Signer Events	Signature	Timestamp
Accepted: 12/4/2020 2:33:26 PM ID: 007faaf6-0d1f-45b2-aa12-408757449ef2		
R. Alex Dickerson alex.dickerson@nashville.gov Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 99.97.138.111 Signed using mobile	Sent: 12/4/2020 2:33:39 PM Viewed: 12/4/2020 2:34:49 PM Signed: 12/4/2020 2:35:20 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:34:49 PM ID: 22343af6-ca4f-418a-8fd3-87017ea3d005		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 12/4/2020 2:35:26 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

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
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/4/2020 2:35:24 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 12:39:10 PM ID: 4e3499f7-710b-4501-b4d4-0f75f3495d04		
Alex Dickerson alex.dickerson@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 12/4/2020 2:35:25 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 12/4/2020 2:34:49 PM ID: 22343af6-ca4f-418a-8fd3-87017ea3d005		
Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Jemery Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Kim McDaniel Kim.McDaniel@nashville.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/4/2020 12:07:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



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2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

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**5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS** As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

**6. PRICING AND PER USE PURCHASES** The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

**7. SUBSCRIBER SUPPORT** DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

**8. STORAGE** DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-585, **Version:** 1

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An ordinance approving a lease agreement between the Metropolitan Government of Nashville and Davidson County and Pet Community Center, for office space at the real property located at 943-B Dr. Richard G Adams Drive, Nashville, Tennessee (Map/Parcel 07205016100). (Proposal No. 2020M-025AG-001).

WHEREAS, the Metropolitan Government of Nashville and Davidson County owns certain real property ("the Property") located at 943-B Dr. Richard G Adams Drive, Nashville, Tennessee; and,

WHEREAS, Pet Community Center wishes to lease office space on the premises of the Property; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County and Pet Community Center have negotiated the Lease Agreement attached hereto; and,

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

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

Section 1. That the Lease Agreement between the Metropolitan Government of Nashville and Davidson County and Pet Community Center, attached hereto and incorporated herein, is hereby approved and the Director of Public Property Administration or designee, is hereby authorized to execute the same.

Section 2. That any amendment to this Lease Agreement may be approved by resolution of the Metropolitan Council receiving at least twenty-one affirmative votes.

Section 3. This ordinance shall take effect from and after its final passage, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

### Analysis

This ordinance approves a lease agreement between Metro and Pet Community Center (PCC) for the lease of 2,156 square feet of office space located at 943-B Dr. Richard G. Adams Drive. PCC is a nonprofit organization that operates a high-volume, low-cost spay/neuter and wellness clinic at this site, which is located next to the Public Works convenience center in East Nashville. The term of the lease is for one year, but may be extended for four additional one year periods. Either party may terminate the lease with 180 days' written notice. PCC will pay rent in the amount of \$988 per month, and will be responsible for all utility and maintenance costs. PCC will also be responsible for maintaining insurance coverage in an amount not less than \$1,000,000.

*Fiscal Note: Metro will receive a fixed monthly rent at the rate of \$5.50 per square foot, which amounts to \$988.00 per month. Pet Community Center will be responsible for all utility costs charged against the property and real estate taxes.*

**LEASE AGREEMENT BY AND BETWEEN  
THE METROPOLITAN GOVERNMENT  
OF NASHVILLE AND DAVIDSON COUNTY AND  
THE PET COMMUNITY CENTER**

1. Parties. This Lease Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between The Metropolitan Government of Nashville and Davidson County (hereinafter referred to as the "Metropolitan Government") and the Pet Community Center, (hereinafter referred to as "Lessee").

2. Leased Premises. The Leased Premises is located at 943-B Dr. Richard G Adams Drive, Nashville, TN 37207 with 2,156sq. feet of office space (hereinafter referred to as the "Premises").

3. Lease. The Metropolitan Government hereby gives permission as hereinafter provided, to the Lessee and the Lessee's licensees and invitees to enter the Premises in Nashville and Davidson County.

4. Use Of Leased Premises. The Lessee shall be permitted to use the Premises for the purposes of the normal execution of business. This shall include, but shall not be limited to, spay, neuter, vaccination and other limited veterinary services for companion animals, educational outreach activities, including trap-neuter-return of free roaming cats, and pet adoption fairs.

5. Term. The term of this Lease (the "Lease Term") shall commence on the date this Lease is approved by all parties and filed with the Metropolitan Clerk (the "Commencement Date"), and will end one (1) year after the date of commencement, with either party having the right to terminate the lease upon one hundred eighty (180) days written notice. This Lease may be extended for four (4) consecutive one (1) year terms upon the agreement of both parties. Each party must provide written notice of its desire to extend the Lease ninety (90) days prior to the expiration of the Lease. The Metropolitan Government's exercise of an option to extend the term of this Lease shall be approved by the Director of Finance and the Director of Public Property Administration. This Lease shall not take effect until approved by the Metropolitan Council.

6. Rent. The Lessee agrees to pay to Metropolitan Government during the Lease Term, annual rent ("Fixed Monthly Rent") in the amount of \$5.50 per square foot, which amounts to \$988.00 per month. Fixed Monthly Rent shall be paid by the first day of each month.

7. Breach. Should either party fail or neglect to comply with any term or condition of this Lease Agreement, the non-breaching party shall be entitled to pursue any and all remedies available under Tennessee law.

8. Termination—Convenience. The Metropolitan Government may terminate this Lease Agreement, to be effective on the last day of any month, by delivering one hundred eighty (180) days advance written notice to Lessee.

9. Compliance with laws. Lessee agrees to comply with any applicable federal, state and

local laws and regulations in the performance of this Lease Agreement.

10. Notices.

Notices to the Metropolitan Government shall be sent to:

The Metropolitan Government of Nashville and Davidson County  
Director, Public Property Administration  
P.O. Box 196300  
Nashville, TN 37219

Notices to Lessee shall be sent to:

Pet Community Center  
Attn: Natalie Corwin, President & CEO  
943 B Dr. Richard G Adams Dr.  
Nashville, TN 37207

13. Modification of Lease Agreement. This Lease Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

14. 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.

15. Taxes. To the extent permitted by Tennessee law, Lessee is responsible for paying all real estate taxes associated with the property.

16. Utilities. Lessee agrees to pay all charges made against the Premises for gas, heat, electricity, water, phone, cable internet and any other utilities requested by Lessee during the term of this Lease as the same becomes due.

17. Waiver. No waiver of any provision of this contract shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.

18. Employment. Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

19. Insurance. Lessee shall, prior to the beginning of the term of this Lease, provide proof of premises and occupation liability insurance for the protection of Metropolitan Government, its

agents and employees in an amount not less than One Million Dollars (\$1,000,000). Lessee shall provide its certificates of insurance to this Lease in such manner as is acceptable to the Director of Risk Management. Lessee shall provide its certificates of insurance to this Lease upon each renewal of said insurance during the term of this Lease. Metropolitan Government shall be named an additional insured on all policies. Lessee shall provide to Metropolitan Government such evidence of compliance with Metropolitan Government's insurance requirements as Metropolitan Government may from time to time request. Lessee shall provide, before or at the commencement of this Lease, all insurance as required. All such certificates shall be completed to show compliance with Lessee's obligations hereunder. Metropolitan Government may, at Metropolitan Government's sole discretion, require copies of the declaration page, insurance policy and endorsements.

If Lessee shall at any time fail to insure or keep insured as aforesaid, Metropolitan Government may do all things necessary to effect or maintain such insurance and all moneys expended by Metropolitan Government for that purpose shall be repayable by Lessee as additional compensation in the month the premium or premiums are paid by Metropolitan Government. If any insurance policies required hereunder cannot be obtained for any reason, Metropolitan Government 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 Metropolitan Government, Metropolitan Government may terminate this Lease.

Lessee shall be responsible for property insurance for all property belonging to the Lessee that shall be in use within Premises. The Metropolitan Government is a self-insured entity under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-201 et seq. The Metropolitan Government will provide self-insured liability coverage for any damage caused by the negligent acts or omissions of the employees or agents of the Metropolitan Government subject to the limitations and exclusions of the Tennessee Governmental Tort Liability Act.

20. Fire and Other Damage to Premises. Should structural or permanent portions of the Premises be partially damaged by fire or other casualty, Lessee shall give immediate notice thereof to Metropolitan Government and the same shall be repaired without unreasonable delay unless Metropolitan Government determines that the damage is so extensive that repair or rebuilding is not feasible. Such cost shall be the sole responsibility and will be made at the sole discretion of Metropolitan Government. Should the damage to the area be so extensive as to render it untenable, the compensation for such area shall cease, on a pro-rata basis, until such time it shall again be put in repair, 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 Metropolitan Government not to rebuild the same, then, at the option of Metropolitan Government or Lessee, and upon thirty (30) 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. Metropolitan Government'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 Lessee.

21. Contingent Fees. Lessee hereby represents that Lessee has not been retained or retained any persons to solicit or secure a Metropolitan Government 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 contract, 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 Metropolitan Government contracts.

22. 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, 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 therefor. 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 or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under Metropolitan Government contracts.

23. Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless the Metropolitan Government, its officers, agents and employees from any claims, damages, costs and attorney fees (a) for injuries or damages arising, in part or in whole, from the gross negligence or intentional acts or omissions of Lessee, its officers, employees, agents, licensees and invitees in connection with the performance of this Lease Agreement; and (b) arising from any failure of Lessee, its officers, employees, agents, licensees and invitees to observe applicable laws.

24. Waiver of Liability for Personal Property. Metropolitan Government assumes no responsibility for any damage or loss of Lessee's personal property. Lessee agrees to hold Metropolitan Government harmless from any damage or loss of Lessee's personal property located on the Premises.

25. Assignment--Consent Required. The provisions of this Lease Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Lease Agreement nor any of the rights and obligations hereunder shall be assigned or transferred in whole or in part without the prior written consent of the Metropolitan Government. Any assignment or transfer shall not release Lessee from its obligations hereunder unless the Metropolitan Government consents to a transfer or assignment.

26. Metropolitan Government's Obligations for Maintenance. Metropolitan Government shall not be responsible for any maintenance to the structure, foundations, interiors, mechanical, electrical, communications, or security systems, or any other systems and/or Lessee improvements or fixtures specifically related to the operations necessary for the use of the premises as described



herein. Upon thirty (30) days prior written notice to Lessee, Metropolitan Government may, at Metropolitan Government's sole discretion, which in no manner shall constitute Metropolitan Government as obligated, perform Lessee's maintenance, repair, and/or replacement obligations and any other items that are Lessee's obligation hereunder. Lessee shall reimburse Metropolitan Government for the cost incurred in doing any such Lessee maintenance, repair, and/or replacement obligations and any other items Metropolitan Government deems necessary to maintain structural integrity within thirty (30) days after being invoiced therefore.

27. Lessee's Obligations for Maintenance. Lessee agrees to keep the Premises in clean and sanitary condition free of trash, refuse and debris at all times during the Term and not cause damage to the Premises. If needed, Lessee is responsible for arranging and paying for janitorial services. Lessee shall not permit any of its employees, agents, officers, or attendees to deface, destroy or remove any property of Metropolitan Government, whether real or personal, at or on 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 be responsible for all reasonable and necessary expenses to keep clean, repair or replace any property of Metropolitan Government, whether under its control or otherwise, due to defacement, destruction, damage or loss occurring while in use by Lessee, normal wear and tear expected.

28. Mechanic's Liens. 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 Metropolitan Government. 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 such lien to be discharged of record within twenty (20) days after it receives notice thereof, Metropolitan Government may discharge the same by paying the amount claimed to be due, with the understanding that Metropolitan Government is under no obligation to do so. Should Metropolitan Government discharge any Lessee lien, Lessee agrees to immediately reimburse Metropolitan Government for such amount plus Metropolitan Government's reasonable costs and attorneys' fees.

29. Right of Entry. Metropolitan Government and its authorized representatives shall have the right to enter the Premises at all reasonable times during normal business hours for the purpose of examining or inspecting the Premises or showing the Premises to prospective tenants. Metropolitan Government and its authorized representatives, shall have the right to enter the Premises upon prior notice to Lessee at reasonable times for the purpose of (a) exercising any right, power or remedy reserved to Metropolitan Government in this Lease or (b) after not less than thirty (30) days prior written notice to Lessee to perform or to have performed any obligation of Lessee with respect to which Lessee is in default under this Lease. Metropolitan Government may, in the event of an emergency, enter the Premises without providing prior notice to Lessee.

30. 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, 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.

31. Quiet Enjoyment. Metropolitan Government covenants that Metropolitan Government has good title to Premises and is under no disability that would impair Metropolitan Government's right to enter into this Lease. Lessee, upon the payment of the rent herein provided and upon performance of all terms and conditions hereof, shall quietly have and enjoy the Premises during the term hereof without hindrance by or disturbance from Metropolitan Government.

32. Surrender. Upon the expiration or termination of this Lease, Lessee shall peaceably deliver up and surrender the Premises to Metropolitan Government in the same condition as on the Commencement Date, reasonable wear and tear expected. Upon the expiration or termination of this Lease, all permanent alterations, installations, changes, replacements, additions or improvements that have been made by Lessee to Premises and 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.

33. Maintenance of Records. Lessee shall maintain documentation for all charges under this Lease against the Metropolitan Government. The books, records, and documents of Lessee insofar as they relate to work performed or money received under the Lease, must be maintained for period of three (3) full years from the date of final payment and will be subject to audit, at any responsible time and upon reasonable notice by the Metropolitan Government or its duly appointed representative. The records shall be maintained in accordance with generally accepted accounting principles.

34. Broker's Commission. There will be no brokerage commission payable since no broker is involved in the lease.

35. Governing Law. The validity, construction and effect of this Lease Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

36. Venue. Any action between the parties arising from this Lease Agreement shall be maintained in the courts of Davidson County, Tennessee.

37. Severability. Should any provision of this Lease Agreement 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 Agreement.

38. Effective Date. This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk.

39. Entire Agreement. This Lease Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

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

RECOMMENDED BY:

\_\_\_\_\_  
Director  
Public Property Administration

RECOMMENDED BY:

\_\_\_\_\_  
Nancy Whittemore, Director  
Department of General Services

APPROVED AS TO AVAILABILITY  
OF FUNDS:

\_\_\_\_\_  
Kevin Crumbo, Director  
Department of Finance

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
Assistant Metropolitan Attorney

**ATTEST:**  
FILED IN THE OFFICE OF THE  
METROPOLITAN CLERK:

\_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE**

PET COMMUNITY CENTER

Natalie Corwin  
Natalie Corwin, President & CEO

Sworn to and subscribed to before  
me a Notary Public, this 21<sup>st</sup> day  
of October, 2020.

NOTARY PUBLIC

Maya Dixon  
My Commission expires: 7/3/2023





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-587, **Version:** 2

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An Ordinance amending Substitute Ordinance No. BL2019-1653 to amend the requirement that a flag of the Metropolitan Government of Nashville and Davidson County be presented to the family of a current or former elected Metropolitan official, including a current or former member of the Metropolitan County Council, upon the official's death.

WHEREAS, on July 2, 2019, the Metropolitan Council adopted Substitute Ordinance No. BL2019-1653 to require the presentation of a flag of the Metropolitan Government to the family of a current or former elected Metropolitan Official upon the death of such Official; and

WHEREAS, it is proper that families of current or former elected Metropolitan Officials be given the opportunity to have such a flag presented by a uniformed police officer.

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

Section 1. That Section 1 of Substitute Ordinance No. BL2019-1653 is hereby deleted and the following be substituted in lieu thereof:

Section 1. That, upon the death of a current or former elected Metropolitan official, including a current or former member of the Metropolitan County Council, the Metropolitan Government of Nashville and Davidson County shall require that a flag of the Metropolitan Government be presented to the family of the elected official. The presentation of such flag may include presentation at the funeral of such elected official. The family may request that such presentation be made by a uniformed police officer. If so requested, presentation by a uniformed police officer shall be at the discretion of the Chief of Police. The Metropolitan Government shall absorb any costs associated with the presentation of such flag.

Section 2. 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.

### Analysis

This ordinance, as amended, would amend Substitute Ordinance No. BL2019-1653 pertaining to the presentation of a Metro flag to the family of former elected Metro officials. Substitute Ordinance No. BL2019-1653, approved in July 2019, requires a flag of the Metropolitan Government to be presented to the family of a former or current elected Metropolitan official, including a current or former member of the Metropolitan County Council, upon the official's death. This presentation could include presentation at the funeral of the official. The Metropolitan Government must absorb any costs associated with this presentation. However, the ordinance did not specify who was to present the flag on behalf of the government.

This ordinance provides that the family of the deceased former elected official may request that such flag be presented by a uniformed police officer. Presentation by a uniformed officer would be at the discretion of the Chief of Police.

AMENDMENT NO. \_\_\_\_  
TO  
ORDINANCE NO. BL2020-587

Mr. President:

I move to amend Ordinance No. BL2020-587 by amending Section 1 by adding a new sentence prior to the last sentence as follows:

Section 1. That, upon the death of a current or former elected Metropolitan official, including a current or former member of the Metropolitan County Council, the Metropolitan Government of Nashville and Davidson County shall require that a flag of the Metropolitan Government be presented to the family of the elected official. The presentation of such flag may include presentation at the funeral of such elected official. The family may request that such presentation be made by a uniformed police officer. If so requested, presentation by a uniformed police officer shall be at the discretion of the Chief of Police. The Metropolitan Government shall absorb any costs associated with the presentation of such flag.

SPONSORED BY:

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Burkley Allen  
Member of Council



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-588, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing water and sanitary sewer mains, sanitary sewer manholes and easements, to replace one fire hydrant assembly, and to accept new water and sanitary sewer mains, sanitary sewer manholes and easements, for eight properties located on South 5th Street, South 6th Street, Davidson Street, and Crutcher Street, also known as the Cayce Utility Phase 1A Development (MWS Project Nos. 20-WL-50 and 20-SL-94 and Proposal No. 2020M-100ES-001).

WHEREAS, the abandonment of approximately 53 linear feet of existing six inch water main, approximately 1,050 linear feet of existing 12 inch water main, approximately 500 linear feet of eight inch sanitary sewer main, four sanitary sewer manholes and easements, the replacement of one fire hydrant assembly, and the acceptance of approximately 85 linear feet of new eight inch water main (DIP), approximately 1,000 linear feet of new 12 inch water main (DIP), approximately 102 linear feet of new eight inch sanitary sewer main (DIP), approximately 164 linear feet of new 10 inch sanitary sewer main (DIP), approximately 241 linear feet of new 10 inch sanitary sewer main (PVC), nine sanitary sewer manholes and easements, for eight properties located on South 5th Street, South 6th Street, Davidson Street and Crutcher Street, also known as Cayce Utility Phase 1A, is needed to construct MWS Project Nos. 20-WL-50 and 20-SL-94 and Proposal No. 2020M-100ES-001.

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-100ES-001 on November 19, 2020, for the abandonment, replacement and acceptance of said water and sanitary sewer mains, fire hydrant assembly, sanitary sewer manholes, and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 53 linear feet of existing six inch water main, approximately 1,050 linear feet of existing 12 inch water main, approximately 500 linear feet of eight inch sanitary sewer main, four sanitary sewer manholes and easements, to replace one fire hydrant assembly, and to accept approximately 85 linear feet of new eight inch water main (DIP), approximately 1,000 linear feet of new 12 inch water main (DIP), approximately 102 linear feet of new eight inch sanitary sewer main (DIP), approximately 164 linear feet of new 10 inch sanitary sewer main (DIP), approximately 241 linear feet of new 10 inch sanitary sewer main (PVC), nine sanitary sewer manholes and easements, for eight properties located on South 5th Street, South 6th Street, Davidson Street and Crutcher Street, also known as Cayce Utility Phase 1A, as shown on Exhibits 1 and 2, which are attached hereto and incorporated by reference.

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment, replacement and acceptance authorized by this ordinance.



Section 3. Amendments to this legislation shall be approved by resolution.

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

Analysis







This ordinance abandons 53 linear feet of six inch water main, 1,050 linear feet of 12 inch water main, 500 linear feet of eight inch sanitary sewer main, four sanitary sewer manholes and easements, and accepts 85 linear feet of new eight inch water main, 1,000 linear feet of new 12 inch water main, 102 linear feet of new eight inch sanitary sewer main, 164 linear feet of new 10 inch sanitary sewer main, 241 linear feet of new 10 inch sanitary sewer main (PVC), and nine sanitary sewer manholes and easements for eight properties located on South 5th Street, South 6th Street, Davidson Street and Crutcher Street, also known as Cayce Utility Phase 1A. This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

*Fiscal Note: This ordinance has no cost to Metro. Such abandoned and donated utility easements have no market value according to the Department of Metro Water Services. Metro is not responsible for performing the utility work.*

----- CAUTION -----  
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

Existing 12-inch water main to be tied into proposed 12" RJDIP main in S 6th Street.

CAYCE UTILITY PHASE 1A  
PROJECT NO.: 20WL0050 20SL0094  
October 26, 2020  
Council District 6  
Tax Map: 93-08 Parcels 18, 19, 30, 31 33, 80, 88, and 91  
Engineer: Kimley-Horn and Associates, Inc.  
Contact: Zac Dufour, P.E.

-  6" WATER LINE - +/- 53LF TO BE ABANDONED
-  12" WATER LINE - +/- 1050LF TO BE ABANDONED
-  HYDRANT TO BE REMOVED (1 UNIT)
-  PROPOSED 8" (RJDIP) WATER LINE - +/- 85LF
-  PROPOSED 12" (RJDIP) WATER LINE - +/- 1000LF & EASEMENTS
-  PROPOSED HYDRANT LOCATION (1 UNIT)

Existing 12-inch water main to be tied into proposed 12" RJDIP main in intersection of S 6th Street and Davidson St.

1 inch = 100 feet

----- CAUTION -----  
THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

PROPOSED 10" (SDR-35)  
SANITARY SEWER LINE (+/-27 LF)

PROPOSED 10" (SDR-35)  
SANITARY SEWER LINE (+/-11 LF)

PROPOSED 10" (SDR-35)  
SANITARY SEWER LINE (+/-23 LF)

PROPOSED 10" (SDR-35)  
SANITARY SEWER LINE (+/-131 LF)

PROPOSED 10" (DIP) SANITARY  
SEWER LINE (+/-130 LF)

PROPOSED 10" (SDR-35)  
SANITARY SEWER LINE (+/-49 LF)

PROPOSED 8" (DI) SANITARY  
SEWER LINE (+/-102 LF)

PROPOSED 10" (DIP) SANITARY  
SEWER LINE (+/-34 LF)

CAYCE UTILITY PHASE 1A  
PROJECT NO.: 20WL0050 20SL0094  
October 26, 2020  
Council District 6  
Tax Map: 93-08 Parcels 18, 19, 30, 31 33, 80, 88, and 91  
Engineer: Kimley-Horn and Associates, Inc.  
Contact: Zac Dufour, P.E.

- 8" SANITARY SEWER LINE - +/-500LF TO BE ABANDONED
- MANHOLE (4 UNITS) TO BE ABANDONED
- PROPOSED 8" (DIP) SANITARY SEWER LINE - +/- 102LF
- PROPOSED 10" (DIP) SANITARY SEWER LINE - +/- 164LF
- PROPOSED 10" (SDR-35) SANITARY SEWER LINE - +/- 241LF
- PROPOSED MANHOLE LOCATION (9 UNITS) & EASEMENTS

1 inch = 100 feet

**MWS Project No. 20-SL-94 and 20-WL-50**  
**CAYCE UTILITY PHASE 1A**  
**ABANDONMENT AND ACCEPTANCE**  
**Parcel List**

<b><u>Address</u></b>	<b><u>Map/Parcels</u></b>	<b><u>Property Owners</u></b>
901 South 5 <sup>th</sup> Street	93-08 - 18	Crutcher & Fifth, LLC
505 Davidson Street	93-08 – 19	Equipment Finders, Inc.
601 Crutcher Street	93-08 - 30	MDHA
1001 South 6 <sup>th</sup> Street	93-08 - 31	NASHVILLEREALTYGROUP.COM, LLC
1017 South 6 <sup>th</sup> Street	93-08 - 33	The Robert G. Dorris Family Trust
1013 South 6 <sup>th</sup> Street	93-08 - 80	Metropolitan Government NES Power Board
1021 South 6 <sup>th</sup> Street	93-08 – 88	Fifth Generation Partners
515 Crutcher Street	93-08 – 91	W. Lipscomb Davis, III





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-589, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5 (MWS Project Nos. 20-WL-40 and 20-SL-75 and Proposal No. 2020M-101ES-001).

WHEREAS, the acceptance of approximately 1,569 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new four inch water main (DIP), approximately 1,298 linear feet of new eight inch sanitary sewer (PVC), approximately 147 linear feet of new eight inch sanitary sewer (DIP), three fire hydrant assemblies, 12 sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5, is needed to construct project numbers 20-WL-40 and 20-SL-75; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-101ES-001 on November 19, 2020, for the acceptance of said water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 1,569 linear feet of new eight inch water main (DIP), approximately 180 linear feet of new four inch water main (DIP), approximately 1,298 linear feet of new eight inch sanitary sewer (PVC), approximately 147 linear feet of new eight inch sanitary sewer (DIP), three fire hydrant assemblies, 12 sanitary sewer manholes and easements, for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

18700000100

Burkitt Road (unnumbered)

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance accepts 1,569 linear feet of new eight inch water main, 180 linear feet of new four inch water

main, approximately 1,298 linear feet of new eight inch sanitary sewer (PVC), approximately 147 linear feet of new eight inch sanitary sewer (DIP), three fire hydrant assemblies, 12 sanitary sewer manholes, and easements for property located at Burkitt Road (unnumbered), also known as Burkitt Ridge Phase 5. This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

*Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Metro Water Services.*



Burkitt Ridge Phase 5

Project Nos: 20SL0075 (2020016748) and 20WL0040 (2020016743)

Proposed 8-Inch Sanitary Sewer Pipe (PVC)...1298 LF

Proposed 8-Inch Sanitary Sewer Pipe (DIP)...147 LF

Proposed Sanitary Sewer Manholes... 12 Units

Proposed 8-Inch Water Main (DIP)...1569 LF

Proposed 4-Inch Water Main (DIP)...180 LF

Proposed Fire Hydrant Assemblies... 3 Units

and easements

November 3, 2020

Council District 31

Tax Map: 187 Parcel: 1

ENGINEER: Anderson, Delk, Epps, & Associates Inc.

(Eric Olsen, P.E.)

-----CAUTION-----

THE POSITION OF THE WATER AND SANITARY SEWER MAINS SHOWN ARE APPROXIMATE AND ARE INTENDED TO SHOW THE GENERAL LOCATION ONLY. THE SIZES NOTED ARE TO THE BEST OF MWS KNOWLEDGE. IN ALL CASES WHERE PRECISE LOCATION AND MAIN SIZES ARE REQUIRED, FIELD VERIFICATION WILL BE NECESSARY.

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18700010600

18700010500

18700010400

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1 inch = 100 feet

METRO WATER SERVICE 809



# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-590, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer main, sanitary sewer manholes and easements, and to accept new sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly and easements, for property located at 926 West Trinity Lane, also known as City View Estates (MWS Project Nos. 18-SL-263 and 18-WL-209 and Proposal No. 2020M-102ES-001).

WHEREAS, the abandonment of approximately 477 linear feet of existing eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, and the acceptance of approximately 481 linear feet of new eight inch sanitary sewer main (PVC), approximately 595 linear feet of new eight inch water main (DIP), five sanitary sewer manholes, one fire hydrant assembly and easements, for property located at 926 West Trinity Lane, also known as City View Estates, is needed to construct project numbers 18-SL-263 and 18-WL-209; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-102ES-001 on November 19, 2020, for the abandonment and acceptance of said sanitary sewer and water mains, sanitary sewer manholes, fire hydrant assembly, and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 477 linear feet of existing eight inch sanitary sewer main (PVC), three sanitary sewer manholes and easements, and to accept approximately 481 linear feet of new eight inch sanitary sewer main (PVC), approximately 595 linear feet of new eight inch water main (DIP), five sanitary sewer manholes, one fire hydrant assembly and easements, for property located at 926 West Trinity Lane, also known as City View Estates, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

07007011800

926 West Trinity Lane

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

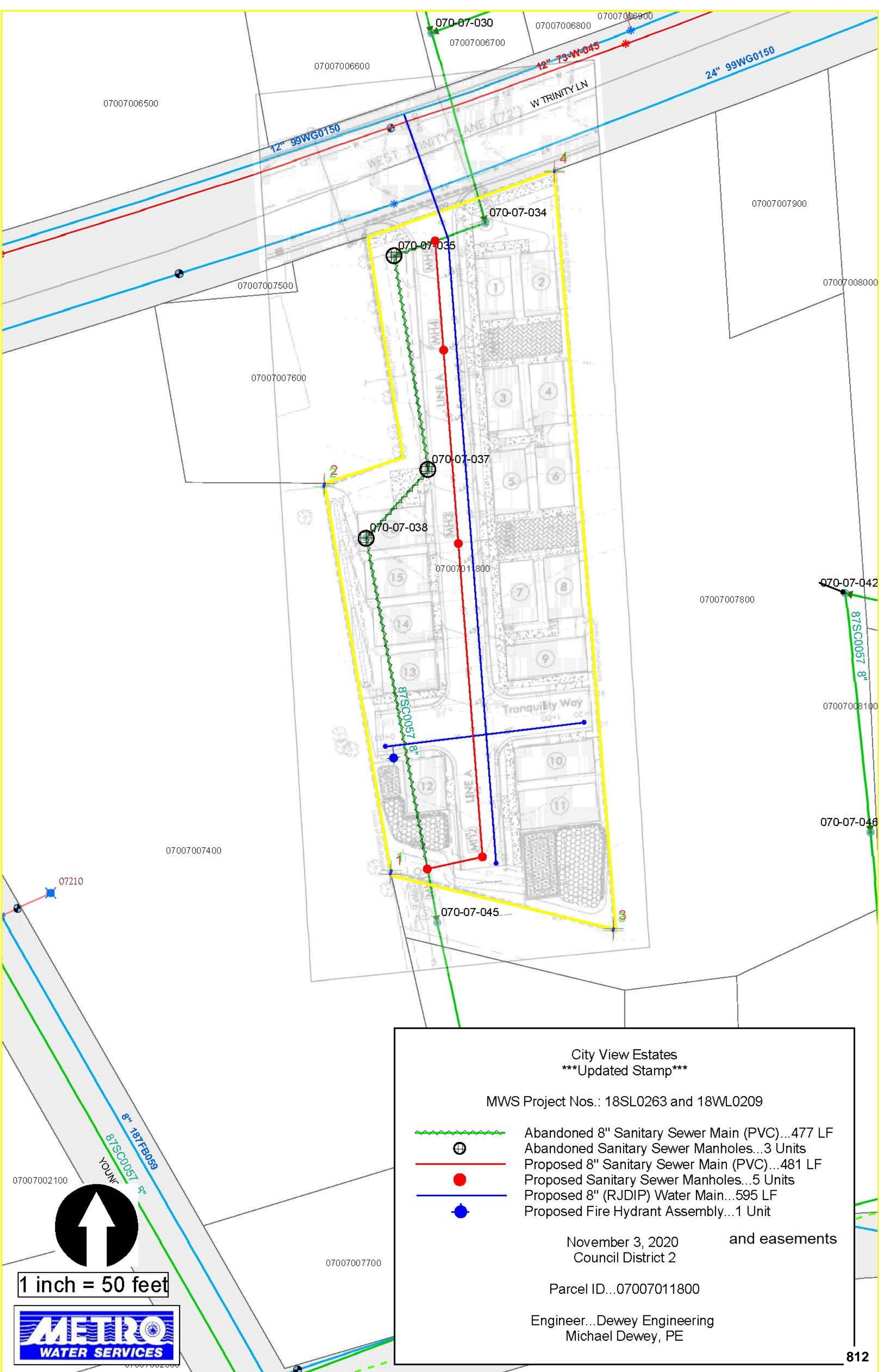
Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance abandons approximately 477 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes, and easements, and accepts 481 linear feet of new eight inch sanitary sewer main, 595 linear feet of new eight inch water main, five sanitary sewer manholes, one fire hydrant assembly, and easements for property located at 926 West Trinity Lane, also known as City View Estates. This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.







*Fiscal Note: This ordinance has no cost to Metro. Donated and abandoned easements have no market value according to the Department of Metro Water Services.*





City View Estates  
\*\*\*Updated Stamp\*\*\*

MWS Project Nos.: 18SL0263 and 18WL0209

-  Abandoned 8" Sanitary Sewer Main (PVC)...477 LF
-  Abandoned Sanitary Sewer Manholes...3 Units
-  Proposed 8" Sanitary Sewer Main (PVC)...481 LF
-  Proposed Sanitary Sewer Manholes...5 Units
-  Proposed 8" (RJDIP) Water Main...595 LF
-  Proposed Fire Hydrant Assembly...1 Unit

November 3, 2020  
Council District 2

and easements

Parcel ID...07007011800

Engineer...Dewey Engineering  
Michael Dewey, PE

1 inch = 50 feet





# Metropolitan Nashville and Davidson County, TN

## Legislation Text

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**File #:** BL2020-591, **Version:** 1

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An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept new sanitary sewer main, a sanitary sewer manhole and easements, for property located at 7262 Centennial Place (MWS Project No. 20-SL-271 and Proposal No. 2020M-103ES-001).

WHEREAS, the acceptance of approximately 50 linear feet of new eight inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, for property located at 7262 Centennial Place, is needed to construct project number 20-SL-271; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-103ES-001 on November 19, 2020, for the acceptance of said sanitary sewer main, a sanitary sewer manhole and easements.

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

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to accept approximately 50 linear feet of new eight inch sanitary sewer main (PVC), one sanitary sewer manhole and easements, for property located at 7262 Centennial Place, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

07900011400

7262 Centennial Place

Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

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

### Analysis

This ordinance accepts approximately 50 linear feet of new eight inch sanitary sewer main, one sanitary sewer manhole, and easements for property located at 7262 Centennial Place. This ordinance has been approved by the planning commission. Future amendments to this legislation may be approved by resolution.

*Fiscal Note: This ordinance has no cost to Metro. Donated easements have no market value according to the Department of Metro Water Services.*



Cline Lot 8  
Project No.: 20SL0271 (2020067033)

- Proposed 8-Inch Sanitary Sewer Pipe (PVC)... 50 LF
  - Proposed Sanitary Sewer Manhole... 1 Unit
- and easements

November 3, 2020 Council District 20 Tax Map: 79 Parcel 114

Engineer: Energy, Land, and Infrastructure  
(Timothy Haggard, P.E.)

"Existing" sewer per  
John C Tune Air  
Traffic Controller  
Approved Plans  
(20SL0161)

Proposed segment.

Tie into existing MH.

-----CAUTION-----  
THE POSITION OF THE WATER AND SANITARY  
SEWER MAINS SHOWN ARE APPROXIMATE  
AND ARE INTENDED TO SHOW THE GENERAL  
LOCATION ONLY. THE SIZES NOTED ARE TO  
THE BEST OF MWS KNOWLEDGE. IN ALL  
CASES WHERE PRECISE LOCATION AND MAIN  
SIZES ARE REQUIRED, FIELD VERIFICATION  
WILL BE NECESSARY.

1 inch = 100 feet

