



Metropolitan Nashville and Davidson County, TN Meeting Agenda

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

Metropolitan Council

Tuesday, February 2, 2021

6:30 PM

Metropolitan Courthouse

Announcements

A. Call to Order

B. Pledge of Allegiance

C. Roll Call

D. Approval of Minutes

E. Notice of Electronic Meeting and Public Access

Members of the public are encouraged not to 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. Metro Nashville and Davidson County residents can also view Metro Nashville Network on Comcast channel 3, AT&T Uverse channel 99, Google Fiber channel 3 and streaming on the MNN Roku channel. Members of the public wishing to speak on public hearing matters may call (629) 255-1931 when the item is called up on the agenda in order to provide live input. Please visit <https://www.nashville.gov/Metro-Council/Virtual-Council-Meetings.aspx> for additional information about remote participation in Metro Council public hearings.

F. Elections and Confirmations

F1. [21-003](#)

Arts Commission

Reappointment of Ms. Sheri Nichols Bucy for a term expiring February 2, 2025.

Legislative History

1/26/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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F2. [21-004](#)

Convention Center Authority

Appointment of Mr. Alfred Degrafinreid for a term expiring January 21, 2022.

Mr. Degrafinreid will fill the unexpired term of Mr. David McMurry.

Legislative History

1/26/21	Metropolitan Council	referred to the Rules, Confirmations, and Public Elections Committee
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F3. [21-005](#) Employee Benefit Board

Appointment of Dr. Stephanie Coursey Bailey for a term expiring June 30, 2022.

Legislative History

1/26/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

F4. [21-006](#) Stormwater Management Committee

Appointment of Mr. Trey Lewis for a term expiring October 31, 2023.

Legislative History

1/26/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

F5. [21-007](#) Stormwater Management Committee

Appointment of Mr. Kabir Sandhu for a term expiring October 31, 2023. Mr. Sandhu will fill the unexpired term of Mr. Jesus Gomez Velez.

Legislative History

1/26/21 Metropolitan Council referred to the Rules, Confirmations, and Public Elections Committee

G. Bills on Public Hearing

1. [BL2020-197](#) An ordinance declaring a 120-day moratorium upon the issuance of building and grading permits for multi-family developments on property within portions of the Antioch area of Nashville & Davidson County.

Sponsors: Vercher

Attachments: [BL2020-197 Sub](#)

Legislative History

3/5/20	Metropolitan Council	referred to the Planning Commission
10/22/20	Planning Commission	reset to November 12, 2020
11/12/20	Planning Commission	reset to January 21, 2021
1/21/21	Planning Commission	reset to February 11, 2021
3/5/20	Metropolitan Council	deferred
3/17/20	Metropolitan Council	deferred
4/7/20	Metropolitan Council	substituted
4/7/20	Metropolitan Council	passed on first reading
5/5/20	Metropolitan Council	public hearing set
5/5/20	Public hearing	deferred to June 9, 2020
6/9/20	Public hearing	deferred to September 1, 2020
11/5/20	Public hearing	reset to February 2, 2021
9/1/20	Metropolitan Council	deferred
	Deferred to October 20, 2020	
10/20/20	Metropolitan Council	deferred by rule

11/5/20 Metropolitan Council deferred to
February 2, 2021

2. [BL2020-479](#) 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 MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres), all of which is described herein (Proposal No. 2020Z-119PR-001).

Sponsors: OConnell and Murphy

Attachments: [BL2020-479](#)
[BL2020-479 Owners List](#)

Legislative History

9/29/20	Metropolitan Council	referred to the Planning Commission
10/22/2020	Planning Commission	reset to November 12, 2020
11/12/2020	Planning Commission	reset to January 21, 2021
1/21/2021	Planning Commission	reset to March 25, 2021
10/6/20	Metropolitan Council	passed on first reading
11/5/20	Metropolitan Council	public hearing set
11/5/2020	public hearing	deferred to December 1, 2020
12/1/2020	public hearing	deferred to February 2, 2021
11/5/20	Metropolitan Council	deferred to December 1, 2020
12/1/20	Metropolitan Council	deferred Deferred to February 2, 2021

3. [BL2020-504](#) An ordinance amending Chapters 17.36 and 17.40 of the Metropolitan Code pertaining to creating an Owner Occupied Short Term Rental Overlay district (Proposal No. 2020Z-013TX-001).

Sponsors: OConnell

Attachments: [BL2020-504](#)

Legislative History

10/27/20	Metropolitan Council	referred to the Planning Commission
1/21/21	Planning Commission	reset to March 25, 2021
11/5/20	Metropolitan Council	passed on first reading
12/1/20	Metropolitan Council	public hearing set
	Public hearing	deferred to February 2, 2021
12/1/20	Metropolitan Council	deferred Deferred to February 2, 2021

4. [BL2020-526](#) 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 CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

Sponsors: Taylor

Attachments: [BL2020-526](#)

Legislative History

9/12/19	Planning Commission	approved (8-0)
11/5/20	Metropolitan Council	passed on first reading
12/1/20	Metropolitan Council	public hearing set Public hearing deferred to February 2, 2021
12/1/20	Metropolitan Council	deferred Deferred to February 2, 2021

5. [BL2020-535](#) An ordinance amending Titles 16 and 17 of the Metropolitan Code of Laws regarding the design and operation of outdoor electrical lighting to achieve light pollution reduction consistent with International Dark Skies Association guidelines (Proposal No. 2020Z-014TX-001).

Sponsors: Allen

Legislative History

11/17/20	Metropolitan Council	deferred to February 2, 2021
11/17/20	Metropolitan Council	passed on first reading
1/26/21	Metropolitan Council	referred to the Planning Commission

6. [BL2020-578](#) 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 the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

Sponsors: Taylor

Attachments: [BL2020-578 plans](#)
[BL2020-578 sketch](#)

Legislative History

11/12/20	Planning Commission	approved with conditions, disapproved without (6-0-1)
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 Public hearing deferred to February 2, 2021
1/5/21	Metropolitan Council	deferred Deferred to February 2, 2021

7. [BL2020-592](#) 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 a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses, all of which is described herein (Proposal No. 2011SP-005-003).

Sponsors: Evans

Attachments: [BL2020-592](#)
[BL2020-592 plans](#)

Legislative History

10/8/20	Planning Commission	approved with conditions, disapproved without (8-0-1)
12/15/20	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

8. [BL2021-601](#) 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 SP zoning for property located at 101 Factory Street, at the southeast corner of Factory Street and Geyser Street (5.89 acres), to permit 204 residential multi-family units, all of which is described herein (Proposal No. 2020SP-048-001).

Sponsors: Sledge

Attachments: [BL2021-601 plans](#)
[BL2021-601 sketch](#)

Legislative History

12/10/20	Planning Commission	approved with conditions, disapproved without (9-0)
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

9. [BL2021-602](#) 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 1819 River Drive, approximately 430 feet northeast of Doak Avenue (0.39 acres), all of which is described herein (Proposal No. 2020Z-103PR-001).

Sponsors: Toombs

Attachments: [BL2021-602 sketch](#)

Legislative History

9/24/20	Planning Commission (7-0)	approved
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

10. [BL2021-603](#) 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 property located at 3808 Cleghorn Avenue, approximately 215 feet south of Crestmoor Road, (0.99 acres), to permit assisted care living and 115 multi-family units, with associated amenity and leasing space, all of which is described herein (Proposal No. 2020SP-054-001).

Sponsors: Pulley

Attachments: [BL2021-603 plans](#)
[BL2021-603 sketch](#)

Legislative History

12/10/20	Planning Commission (8-0-1)	approved with conditions, disapproved without
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

11. [BL2021-604](#) 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 MUG-A-NS zoning for properties located at 900 and 914 E Trinity Lane, at the southeast intersection of Ellington Parkway and E Trinity Lane, (5.88 acres), all of which is described herein (Proposal No. 2020Z-134PR-001).

Sponsors: Parker

Attachments: [BL2021-604 sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved
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12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

12. [BL2021-605](#) 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 2201 Fox Avenue, at the corner of Glenrose Avenue and Fox Avenue (0.25 acres), all of which is described herein (Proposal No. 2020Z-136PR-001).

Sponsors: Sledge

Attachments: [BL2021-605 sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

13. [BL2021-606](#) 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 RM20-A-NS zoning for property located at 18 Willis Street, approximately 315 feet north of Baptist World Center Drive (0.13 acres), all of which is described herein (Proposal No. 2020Z-140PR-001).

Sponsors: Toombs

Attachments: [BL2021-606 sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

14. [BL2021-607](#) 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 RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-001).

Sponsors: Welsch

Attachments: [BL2021-607 sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved
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12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

15. [BL2021-608](#) 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 for properties located at 209 and 211 7th Ave N, approximately 120 feet southeast of Union Street (0.52 acres), all of which is described herein (Proposal No. 2021HL-001-001).

Sponsors: Allen

Attachments: [BL2021-608 sketch](#)

Legislative History

12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
1/21/21	Planning Commission	approved (8-0)

16. [BL2021-609](#) 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 RM20 to DTC zoning, and the Hope Gardens DTC subdistrict, for properties located at 1025 and 1029 11th Ave N, at the corner of Meharry Blvd and 11th Ave N (0.42 acres); and to update associated maps within Chapter 17.37 of the Zoning Code, to reflect the proposed DC and Hope Gardens subdistrict boundaries, all of which is described herein (Proposal No. 2021Z-004PR-001).

Sponsors: Hurt and Welsch

Attachments: [BL2021-609 Exhibit A](#)
[BL2021-609 sketch](#)

Legislative History

12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised
1/21/21	Planning Commission	approved (7-0-1)

17. [BL2021-610](#) 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 Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

Sponsors: Gamble

Attachments: [BL2021-610 sketch](#)

Legislative History

12/29/20	Metropolitan Council	referred to the Planning Commission
1/21/21	Planning Commission	reset to February 11, 2021
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

18. [BL2021-611](#) 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 309 Haynie Avenue, approximately 195 feet east of Brick Church Pike (0.18 acres), all of which is described herein (Proposal No. 2020Z-142PR-001).

Sponsors: Toombs

Attachments: [BL2021-611 sketch](#)

Legislative History

12/10/20	Planning Commission (9-0)	approved
12/29/20	Metropolitan Council	filed
1/5/21	Metropolitan Council	passed on first reading
1/8/21	Metropolitan Council	advertised

H. Consent Resolutions and Resolutions

19. [RS2020-632](#) A resolution exempting Karrington's Daiquiri Factory located at 1315 Lischey Avenue, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.
- Sponsors:** Parker
- Legislative History**
- | | | |
|----------|--|--------------------|
| 10/23/20 | Metropolitan Council | advertised |
| 11/17/20 | Metropolitan Council | public hearing set |
| | Second public hearing set for January 5, 2021 | |
| 11/17/20 | Metropolitan Council | deferred |
| 1/5/21 | Public Safety, Beer, and Regulated Beverages Committee | approved |
| 1/5/21 | Metropolitan Council | deferred |
| | Deferred to February 2, 2021 | |
20. [RS2021-732](#) A resolution approving amendment fourteen to a grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-1909-DR-TN to complete repairs and/or replacement to facilities damaged during April and May 2010 flood.
- Sponsors:** Toombs
- Attachments:** [RS2021-732 legislation packet](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/26/21 | Metropolitan Council | referred to the Budget and Finance Committee |
|---------|----------------------|--|
21. [RS2021-733](#) A resolution authorizing the Metropolitan Mayor to submit the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan to the 2018-2023 Consolidated Plan for Housing and Community Development to the U.S. Department of Housing and Urban Development (HUD).
- Sponsors:** Suara and Toombs
- Attachments:** [CARES Act Substantial Amendment 2](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/26/21 | Metropolitan Council | referred to the Affordable Housing Committee |
| 1/26/21 | Metropolitan Council | referred to the Budget and Finance Committee |

- 22.** [RS2021-734](#) A resolution to extend the provisions of Section 13.32.165.E of the Metropolitan Codes of Laws relative to sidewalk cafes.
- Sponsors:** Parker and Allen
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/26/21 | Metropolitan Council | referred to the Public Safety, Beer, and Regulated Beverages Committee |
| 1/26/21 | Metropolitan Council | referred to the Public Works Committee |
| 1/26/21 | Metropolitan Council | filed |
- 23.** [RS2021-735](#) A resolution declaring surplus and approving the disposition of certain parcels of real property in accordance with section 2.24.250(G) of the Metropolitan Code of Laws. (Proposal No. 2020M-014PR-001)
- Sponsors:** Toombs, Murphy, Young, Bradford and Taylor
- Attachments:** [RS2021-735](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/5/21 | Planning Commission | approved |
| 1/26/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 1/26/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
- 24.** [RS2021-736](#) A resolution approving Amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.
- Sponsors:** Toombs and Rutherford
- Attachments:** [RS2021-736 legislation packet](#)
- Legislative History**
- | | | |
|---------|----------------------|--|
| 1/26/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| 1/26/21 | Metropolitan Council | referred to the Personnel, Public Information, Human Relations, and Veterans Committee |
- 25.** [RS2021-737](#) A resolution approving an application for a Major Cultural Institution grant from the Tennessee Arts Commission to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide general operating support.
- Sponsors:** Toombs and VanReece
- Attachments:** [RS2021-737 legislation packet](#)
- Legislative History**

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

26. [RS2021-738](#) A resolution approving amendment one to a grant from the Nashville Parks Foundation to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts.

Sponsors: Murphy, Toombs, VanReece and Allen

Attachments: [RS2021-738 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

27. [RS2021-739](#) A resolution accepting a grants package from the Friends of Warner Parks to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to continue funding staff positions and copier costs.

Sponsors: Toombs and VanReece

Attachments: [RS2021-739 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

28. [RS2021-740](#) A resolution accepting an in-kind grant from the Friends of Shelby Park and Bottoms to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to provide golf course design services for tree replacement caused by the March 2020 tornado.

Sponsors: Withers, Toombs and VanReece

Attachments: [RS2021-740 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Parks, Library, and Arts Committee

29. [RS2021-741](#) A resolution approving a subrecipient grant agreement by and between the Metropolitan Development and Housing Agency (MDHA) and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Social Services, for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns.

Sponsors: Toombs, Taylor and Allen

Attachments: [RS2021-741 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Health, Hospitals, and Social Services Committee
1/26/21	Metropolitan Council	referred to the Affordable Housing Committee

30. [RS2021-742](#) A resolution approving an application for a Hazardous Materials Emergency Preparedness Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County.

Sponsors: Toombs and Gamble

Attachments: [RS2021-742 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

31. [RS2021-743](#) A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and Williamson County, by and through the Williamson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children.

Sponsors: Toombs and Gamble

Attachments: [RS2021-743 Legislation Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

32. [RS2021-744](#) A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the Tennessee Association of Chiefs of Police, for the distribution of state grant funds to assist with investigations of internet crimes against children.

Sponsors: Toombs and Gamble

Attachments: [RS2021-744 Legislation Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

33. [RS2021-745](#) A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the City of Spring Hill, acting by and through the Spring Hill Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children.

Sponsors: Toombs and Gamble

Attachments: [RS2021-745 Legislation Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

34. [RS2021-746](#) A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and Dickson County, by and through the Dickson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children.

Sponsors: Toombs and Gamble

Attachments: [RS2021-746 Legislation Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

35. [RS2021-747](#) A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the City of Cookeville, by and through the Cookeville Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children.

Sponsors: Toombs and Gamble

Attachments: [RS2021-747 Legislation Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

36. [RS2021-748](#) A resolution accepting a grant from the United States Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to purchase bullet proof vests for law enforcement personnel.

Sponsors: Toombs and Gamble

Attachments: [RS2021-748 legislation packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee

37. [RS2021-749](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Bruce Conrad against the Metropolitan Government of Nashville and Davidson County in the amount of \$11,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

Sponsors: Toombs

Attachments: [RS2021-749 Letter to Clerk](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
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38. [RS2021-750](#) A resolution approving Amendment 1 to an Agreement between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville & Davidson County, through the Department of Public Works, for the acceptance of work in connection with the construction of a Complete Street project on Gallatin Pike from Alta Loma Road to Liberty Lane; Fed. Project No. STP-M-NH-6(120), State Project No. 19LPM-F3-147, PIN 123838.00. (Proposal No. 2021M-002AG-001)

Sponsors: Young, Toombs, Murphy and Nash

Attachments: [RS2021-750 Agreement](#)

Legislative History

1/8/21	Planning Commission	approved
1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/26/21	Metropolitan Council	referred to the Public Works Committee

39. [RS2021-751](#) A resolution approving Amendment One (1) to the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

Sponsors: Toombs and Nash

Attachments: [RS2021-751](#)
[RS2021-751 Legislative Packet](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Works Committee

40. [RS2021-752](#) A resolution approving Amendment 1 to an agreement between The Metropolitan Government of Nashville and Davidson County and the City of Brentwood, to extend the term of the agreement for a period of one year.

Sponsors: Toombs and Nash

Attachments: [RS2021-752 Amendment Agreement](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Budget and Finance Committee
1/26/21	Metropolitan Council	referred to the Public Works Committee

41. [RS2021-753](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Hanna Anki against the Metropolitan Government of Nashville and Davidson County in the amount of \$25,342.90, with said amount to be paid out of the Self-Insured Liability Fund.

Sponsors: Toombs

Attachments: [RS2021-753 Letter to Clerk](#)

Legislative History

1/26/21 Metropolitan Council referred to the Budget and Finance Committee

42. [RS2021-754](#) A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of the Nolensville College Grove Utility District against the Metropolitan Government of Nashville and Davidson County in the amount of \$70,503.00, with said amount to be paid out of the Self-Insured Liability Fund.

Sponsors: Toombs

Attachments: [RS2021-754 Letter to Clerk](#)

Legislative History

1/26/21 Metropolitan Council referred to the Budget and Finance Committee

I. Bills on Introduction and First Reading

43. [BL2021-617](#) An ordinance repealing Resolution No. RS2020-154 pertaining to the \$10,000,000 annual Metro Water Services payment in lieu of taxes, and amending Chapter 15.32 of the Metropolitan Code to reduce water rates to offset the \$10,000,000.

Sponsors: OConnell, Murphy, Glover and Hurt

Legislative History

1/26/21 Metropolitan Council filed

44. [BL2021-618](#) An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, blast.

Sponsors: OConnell

Legislative History

1/26/21 Metropolitan Council filed

45. [BL2021-619](#) An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)
- Sponsors:** Roberts
- Legislative History**
- | | | |
|---------|----------------------|-------------------------------------|
| 1/26/21 | Metropolitan Council | filed |
| 1/26/21 | Metropolitan Council | referred to the Planning Commission |
46. [BL2021-620](#) An ordinance amending Chapters 17.36 and 17.40 of Title 17 of the Metropolitan Code to create a Detached Accessory Dwelling Unit (DADU) Overlay District. (Proposal No. 2021Z-002TX-001).
- Sponsors:** Allen and Parker
- Legislative History**
- | | | |
|---------|----------------------|-------------------------------------|
| 1/26/21 | Metropolitan Council | filed |
| 1/26/21 | Metropolitan Council | referred to the Planning Commission |
47. [BL2021-621](#) An Ordinance amending Sections 17.40.720 and 17.40.730 of the Metropolitan Code, Zoning Regulations, to require additional public notice regarding applications for permits from the Historic Zoning Commission (Proposal No. 2021Z-003TX-001).
- Sponsors:** Murphy
- Legislative History**
- | | | |
|---------|----------------------|-------------------------------------|
| 1/26/21 | Metropolitan Council | filed |
| 1/26/21 | Metropolitan Council | referred to the Planning Commission |
48. [BL2021-622](#) An ordinance to amend the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County, by changing the name of Carney Street from 4th Avenue South to Ensley Boulevard to "Bianca Paige Way". (Proposal No. 2021M-002SR-001)
- Sponsors:** Sledge, Withers, VanReece, Bradford and Young
- Attachments:** [BL2021-622 Exhibit](#)
- Legislative History**
- | | | |
|---------|----------------------|---|
| 1/26/21 | Metropolitan Council | filed |
| 1/26/21 | Metropolitan Council | referred to the Planning Commission |
| 1/26/21 | Metropolitan Council | referred to the Emergency Communications District Board |

49. [BL2021-623](#) An ordinance approving and authorizing the Director of Public Property Administration, or his designee, to accept a donation of real property consisting of 15.91 acres, a portion of Parcel ID 18700000100, for use as a proposed school site (Proposal No. 2021M-001PR-001).
- Sponsors:** Rutherford, Toombs and Murphy
- Attachments:** [BL2021-623 Exhibit](#)
- Legislative History**
- 12/22/20 Planning Commission approved
50. [BL2021-624](#) An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. 2020M-027AG-001).
- Sponsors:** Styles, Toombs, Murphy, Nash, Allen and VanReece
- Attachments:** [BL2021-624](#)
[BL2021-624 agreement](#)
- Legislative History**
- 12/21/20 Planning Commission approved
51. [BL2021-625](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).
- Sponsors:** Toombs, Murphy, Nash and OConnell
- Attachments:** [BL2021-625](#)
- Legislative History**
- 11/19/20 Planning Commission approved
12/14/20 Traffic and Parking Commission approved
52. [BL2021-626](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).
- Sponsors:** Cash, Murphy, Nash and OConnell
- Attachments:** [BL2021-626](#)
- Legislative History**
- 11/13/20 Planning Commission approved
12/14/20 Traffic and Parking Commission approved

53. [BL2021-627](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement from between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

Sponsors: OConnell, Murphy and Nash

Attachments: [BL2021-627](#)

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved

54. [BL2021-628](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

Sponsors: Pulley, Murphy, Nash and OConnell

Attachments: [BL2021-628](#)

Legislative History

11/19/20	Planning Commission	approved
12/14/20	Traffic and Parking Commission	approved

55. [BL2021-629](#) 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 public sanitary sewer mains, sanitary sewer manholes, a fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall (MWS Project No. 20-WL-83 and 20-SL-163 and Proposal No. 2021M-001ES-001).

Sponsors: Cash, Murphy and Nash

Attachments: [BL2021-629 Exhibit 1](#)

[BL2021-629 Exhibit 2](#)

Legislative History

1/26/21	Metropolitan Council	referred to the Planning Commission
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56. [BL2021-630](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer force main and easement, and to accept new sanitary water and sewer mains, sanitary sewer force main, fire hydrant assemblies, sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development (MWS Project Nos. 20-WL-136 and 20-SL-273 and Proposal No. 2021M-002ES-001).

Sponsors: Murphy and Nash

Attachments: [BL2021-630 Exhibit 1](#)
[BL2021-630 Exhibit 2](#)

Legislative History

1/8/21 Planning Commission approved

57. [BL2021-631](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public fire hydrant assemblies and easements, and to accept new water main, fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West (MWS Project No. 20-WL-51 and Proposal No. 2020M-109ES-001).

Sponsors: Taylor, Murphy and Nash

Attachments: [BL2021-631 Exhibit](#)

Legislative History

12/16/20 Planning Commission approved

58. [BL2021-632](#) An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new public fire hydrant assembly, for property located at 2205 Hobson Pike (MWS Project No. 18-WL-22 and Proposal No. 2020M-111ES-001).

Sponsors: Murphy and Nash

Attachments: [BL2021-632 Exhibit](#)

Legislative History

12/21/20 Planning Commission approved

59. [BL2021-633](#) 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 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-001).

Sponsors: Parker

Attachments: [BL2021-633 sketch](#)

Legislative History

1/21/21 Planning Commission approved
(8-0)

1/26/21 Metropolitan Council filed

60. [BL2021-634](#) 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, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), all of which is described herein (Proposal No 2021Z-016PR-001).

Sponsors: Sledge

Attachments: [BL2021-634 owners list](#)

[BL2021-634 sketch](#)

Legislative History

1/26/21 Metropolitan Council filed

1/26/21 Metropolitan Council referred to the Planning Commission
1/21/21 Planning Commission reset to February 11, 2021

61. [BL2021-635](#) 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 an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), all of which is described herein (Proposal No. 2021UD-001-001).

Sponsors: Sledge

Attachments: [BL2021-635 owners list](#)

[BL2021-635 plans](#)

[BL2021-635 sketch](#)

Legislative History

1/26/21 Metropolitan Council filed

1/26/21 Metropolitan Council referred to the Planning Commission
1/21/21 Planning Commission reset to February 11, 2021

62. [BL2021-636](#) 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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Sponsors: Taylor

Attachments: [BL2021-636](#)

[BL2021-636 plans](#)

[BL2021-636 backing sheet](#)

Legislative History

9/24/20 Planning Commission approved with conditions, disapproved without
(7-0)

1/26/21 Metropolitan Council filed

63. [BL2021-637](#) 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 MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-001).

Sponsors: Parker

Attachments: [BL2021-637 sketch](#)

Legislative History

1/21/21 Planning Commission approved
(8-0)

1/26/21 Metropolitan Council filed

64. [BL2021-638](#) 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 R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

Sponsors: Hall

Attachments: [BL2021-638 plans](#)
[BL2021-638 sketch](#)

Legislative History

12/10/20 Planning Commission approved with conditions, disapproved without
(9-0)

1/26/21 Metropolitan Council filed

65. [BL2021-639](#) 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 R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

Sponsors: Taylor

Attachments: [BL2021-639](#)

Legislative History

5/28/20 Planning Commission approved
(8-0)

1/26/21 Metropolitan Council filed

66. [BL2021-640](#) 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 RM15-A-NS zoning for property located at 1305 Lischey Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

Sponsors: Parker

Attachments: [BL2021-640 sketch](#)

Legislative History

1/21/21 Planning Commission approved
(7-0-1)

1/26/21 Metropolitan Council filed

67. [BL2021-641](#) 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 RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-001).

Sponsors: VanReece

Attachments: [BL2021-641 sketch](#)

Legislative History

1/21/21 Planning Commission approved
(8-0)

1/26/21 Metropolitan Council filed

68. [BL2021-642](#) 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 R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-001)

Sponsors: Hall

Attachments: [BL2021-642 sketch](#)

Legislative History

1/21/21 Planning Commission approved
(7-1)

1/26/21 Metropolitan Council filed

69. [BL2021-643](#) 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 MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-001).

Sponsors: Parker

Attachments: [BL2021-643 sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed

70. [BL2021-644](#) 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 RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-001).

Sponsors: Johnston

Attachments: [BL2021-644 sketch](#)

Legislative History

1/21/21	Planning Commission (8-0)	approved
1/26/21	Metropolitan Council	filed

J. Bills on Second Reading

71. [BL2020-534](#) An ordinance amending the Debt Management Policy for the Metropolitan Government of Nashville and Davidson County to place a cap on the percentage of budgeted revenues devoted to debt service and amending Section 5.04.110 to require a quarterly debt report from the Director of Finance.

Sponsors:

Druffel

Legislative History

11/17/20	Metropolitan Council	referred to the Budget and Finance Committee
11/30/20	recommended for deferral to January 5, 2021	
1/4/21	recommended for deferral to February 2, 2021	
11/17/20	Metropolitan Council	passed on first reading
12/1/20	Metropolitan Council	deferred
	Deferred to January 5, 2021	
1/5/21	Metropolitan Council	deferred
	Deferred to February 2, 2021	

72. [BL2020-551](#) An ordinance to amend Chapter 16.04 of the Metropolitan Code of Laws relative to the issuance of certificates of occupancy and stop work orders.

Sponsors:

Porterfield, Sledge, Styles, OConnell, Sepulveda, Benedict, Toombs, Bradford, Welsch, Murphy, Parker and Taylor

Legislative History

11/24/20	Metropolitan Council	filed
12/1/20	Metropolitan Council	referred to the Codes, Fair, and Farmers Market Committee
12/15/20	recommended for deferral	
1/5/21	recommended for deferral to February 2, 2021	
12/1/20	Metropolitan Council	passed on first reading
12/15/20	Metropolitan Council	deferred
1/5/21	Metropolitan Council	deferred
	Deferred to February 2, 2021	

73. [BL2020-556](#) An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County, by renaming a portion of Clover Street off 44th Avenue North to "Community Court". (Proposal Number 2020M-006SR-001).

Sponsors:

Taylor, Murphy, Nash and OConnell

Attachments:

[BL2020-556 Exhibit](#)

Legislative History

11/13/20	Planning Commission	approved
12/1/20	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
12/14/20	recommended for deferral to February 2, 2021	

12/1/20	Metropolitan Council	referred to the Traffic, Parking, and Transportation Committee
12/15/20	recommended for deferral	
12/1/20	Metropolitan Council	passed on first reading
12/15/20	Public Works Committee	approved
12/15/20	Metropolitan Council	deferred
	Deferred to February 2, 2021	
1/21/21	Emergency Communications District Board	approved

74. [BL2020-573](#) 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 340 Peachtree Street, approximately 350 feet west of Wickson Avenue (0.17 acres), all of which is described herein (Proposal No. 2020Z-129PR-001).

Sponsors:

Welsch

Attachments:[BL2020-573 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	deferred
	Second reading deferred to February 2, 2021	
1/26/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee

75. [BL2020-581](#) An ordinance amending Section 13.08.080 of the Metropolitan Code to permit the use of License Plate Scanner (LPR) technology on or within law enforcement vehicles.

Sponsors:

OConnell, Rosenberg, Young and Sepulveda

Legislative History

12/8/20	Metropolitan Council	filed
12/15/20	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee
1/5/21	recommended for deferral to February 2, 2021	
12/15/20	Metropolitan Council	referred to the Public Works Committee
1/5/21	recommended for deferral to February 2, 2021	
12/15/20	Metropolitan Council	passed on first reading
1/5/21	Metropolitan Council	deferred
	Deferred to February 2, 2021	

76. [BL2020-582](#) An ordinance amending Section 13.08.080 of the Metropolitan Code of Laws to pertaining to the use of License Plate Scanner (LPR) Technology in the public rights-of-way.

Sponsors:

Johnston, Pulley, Nash, Rutherford and Murphy

Legislative History

12/8/20	Metropolitan Council	filed
12/15/20	Metropolitan Council	referred to the Public Safety, Beer, and Regulated Beverages Committee
1/5/21		recommended for deferral to February 2, 2021
12/15/20	Metropolitan Council	referred to the Public Works Committee
1/5/21		recommended for deferral to February 2, 2021
12/15/20	Metropolitan Council	passed on first reading
1/5/21	Metropolitan Council	deferred
		Deferred to February 2, 2021

77. [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, Taylor and Welsch

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		amendment approved; recommended for deferral
1/19/21		recommended for deferral
12/15/20	Metropolitan Council	referred to the Health, Hospitals, and Social Services Committee
1/5/2021		amendment approved; recommended for deferral
12/15/20	Metropolitan Council	passed on first reading
1/5/21	Metropolitan Council	amended
1/5/21	Metropolitan Council	deferred
1/19/21	Metropolitan Council	deferred

78. [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, Taylor and Styles

Legislative History

12/29/20	Metropolitan Council	filed
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- | | | | |
|--|---------|----------------------|--|
| | 1/5/21 | Metropolitan Council | referred to the Planning, Zoning, and Historical Committee |
| | 1/19/21 | | recommended for deferral |
| | 1/5/21 | Metropolitan Council | passed on first reading |
| | 1/19/21 | Metropolitan Council | referred to the Codes, Fair, and Farmers Market Committee |
| | 1/19/21 | Metropolitan Council | deferred |
- 79. [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, OConnell, Bradford, Welsch, Styles and Suara
- Attachments:** [BL2021-612](#)
- Legislative History**
- | | | | |
|--|---------|----------------------|--|
| | 1/12/21 | Metropolitan Council | filed |
| | 1/19/21 | Metropolitan Council | referred to the Public Safety, Beer, and Regulated Beverages Committee |
| | 1/19/21 | Metropolitan Council | passed on first reading |
- 80. [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, Hancock, OConnell, Sledge and Syracuse
- Attachments:** [BL2021-613](#)
[BL2021-613 Contract](#)
- Legislative History**
- | | | | |
|--|---------|----------------------|--|
| | 1/19/21 | Metropolitan Council | referred to the Budget and Finance Committee |
| | 1/19/21 | Metropolitan Council | referred to the Public Works Committee |
| | 1/19/21 | Metropolitan Council | passed on first reading |
- 81. [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](#)
[BL2021-614 Exhibits](#)
- Legislative History**

12/15/20	Planning Commission	approved
1/19/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/19/21	Metropolitan Council	referred to the Public Works Committee
1/19/21	Metropolitan Council	passed on first reading

82. [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](#)
[BL2021-615 Exhibits](#)

Legislative History

12/15/20	Planning Commission	approved
1/19/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/19/21	Metropolitan Council	referred to the Public Works Committee
1/19/21	Metropolitan Council	passed on first reading

83. [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](#)
[BL2021-616 Exhibits](#)

Legislative History

12/16/20	Planning Commission	approved
1/19/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
1/19/21	Metropolitan Council	referred to the Public Works Committee
1/19/21	Metropolitan Council	passed on first reading

K. Bills on Third Reading

84. [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
	1/19/21	recommended for deferral
1/5/21	Metropolitan Council	deferred
1/19/21	Metropolitan Council	deferred

85. [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
11/6/20	Metropolitan Council	advertised
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	
	1/19/21 recommended for deferral	
12/15/20	Metropolitan Council	deferred
	Deferred to January 19, 2021	
1/19/21	Metropolitan Council	deferred

86. [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	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
1/19/21	Planning, Zoning, and Historical Committee	approved
1/19/21	Metropolitan Council	deferred

87. [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, Benedict, Withers and Johnston

Attachments: [BL2021-594](#)
[BL2021-594 Amendment 1](#)
[BL2021-594 Amendment 2](#)

Legislative History

1/5/21	Metropolitan Council	passed on first reading
1/11/21	Traffic and Parking Commission	approved
1/19/21	Public Works Committee	approved with an amendment
1/19/21	Traffic, Parking, and Transportation Committee	approved with an amendment
1/19/21	Metropolitan Council Amendments No. 1 and 2	amended
1/19/21	Metropolitan Council	passed on second reading as amended

88. [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, Styles and Toombs

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

Legislative History

1/5/21	Metropolitan Council	passed on first reading
1/19/21	Rules, Confirmations, and Public Elections Committee	approved
1/19/21	Metropolitan Council	passed on second reading

89. [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](#)
[BL2021-596 Amendment](#)

Legislative History

1/5/21	Metropolitan Council	passed on first reading
1/19/21	Rules, Confirmations, and Public Elections Committee	approved with an amendment
1/19/21	Metropolitan Council	amended
1/19/21	Metropolitan Council	passed on second reading as amended

90. [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](#)
[BL2021-597 Amendment](#)
[BL2021-597 Amended Agreement](#)

Legislative History

12/21/20	Planning Commission	approved
1/5/21	Metropolitan Council	referred to the Budget and Finance Committee
	1/19/2021 amendment approved; recommended for re-referral as amended	
1/5/21	Metropolitan Council	referred to the Planning, Zoning, and Historical Committee
	1/19/2021 amendment approved; recommended for re-referral as amended	
1/5/21	Metropolitan Council	referred to the Public Works Committee
	1/19/2021 amendment approved; recommended for re-referral as amended	
1/5/21	Metropolitan Council	passed on first reading
1/19/21	Metropolitan Council	amended
1/19/21	Metropolitan Council	passed on second reading as amended

91. [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 | passed on first reading |
| 1/19/21 | Planning, Zoning, and Historical Committee | approved |
| 1/19/21 | Public Works Committee | approved |
| 1/19/21 | Metropolitan Council | passed on second reading |
92. [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 | passed on first reading |
| 1/19/21 | Planning, Zoning, and Historical Committee | approved |
| 1/19/21 | Public Works Committee | approved |
| 1/19/21 | Metropolitan Council | passed on second reading |
93. [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 | passed on first reading |
| 1/19/21 | Planning, Zoning, and Historical Committee | approved |
| 1/19/21 | Public Works Committee | approved |

1/19/21 Metropolitan Council passed on second reading

L. Adjournment

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-003, **Version:** 1

Arts Commission

Reappointment of Ms. Sheri Nichols Bucy for a term expiring February 2, 2025.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-004, **Version:** 1

Convention Center Authority

Appointment of Mr. Alfred Degrafinreid for a term expiring January 21, 2022.
Mr. Degrafinreid will fill the unexpired term of Mr. David McMurry.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-005, **Version:** 1

Employee Benefit Board

Appointment of Dr. Stephanie Coursey Bailey for a term expiring June 30, 2022.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-006, **Version:** 1

Stormwater Management Committee

Appointment of Mr. Trey Lewis for a term expiring October 31, 2023.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: 21-007, **Version:** 1

Stormwater Management Committee

Appointment of Mr. Kabir Sandhu for a term expiring October 31, 2023.
Mr. Sandhu will fill the unexpired term of Mr. Jesus Gomez Velez.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-197, Version: 1

An ordinance declaring a 120-day moratorium upon the issuance of building and grading permits for multi-family developments on property within portions of the Antioch area of Nashville & Davidson County.

WHEREAS, the Antioch area has experienced unprecedented growth and development in recent years, including substantial multifamily developments, leading to increasing pressures upon existing infrastructure, public facilities, and services; and

WHEREAS, for a variety of reasons, the number of Antioch residents who participated in the Nashville Next planning process was lower than other areas of Nashville, which means many residents did not voice their legitimate density concerns at the time; and

WHEREAS, the Metropolitan Planning Department will be conducting a study of the Antioch area to determine whether the existing and planned infrastructure and public facilities are sufficient to meet the projected density resulting from multi-family development; and

WHEREAS, in the interim, it is fitting and proper that the Metropolitan Council declare a temporary moratorium upon new construction of multi-family developments on properties within portions of the Antioch area.

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

Section 1. That a 120-day moratorium is hereby declared upon the issuance of any building or grading permit by the Metropolitan Department of Codes Administration for any multi-family development for property within portions of the Antioch area, the geographic boundaries of which are set forth in the attached Exhibit 1 and as further depicted on the map attached hereto as Exhibit 2. The study to be conducted by the Metropolitan Planning Department should include an assessment of the capacity to deliver public services to the area, including but not limited to, public safety facilities, roadways, sidewalks, stormwater, and school capacity. Further, the study should make recommendations to the Council regarding modifications to the community plans and policies to address any deficiencies noted, as well as any necessary zoning changes.

Section 2. 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 declares a 120-day moratorium upon the issuance of building and grading permits for multi-family developments on property within portions of the Antioch area of Nashville and Davidson County.

The moratorium on building and grading permits is to allow the Planning Department to conduct a study of the Antioch area to determine whether existing and planned infrastructure and public facilities are sufficient to meet the projected density resulting from multi-family development. This study is to include an assessment of the capacity to deliver public services to the area, including but not limited to, public safety facilities, roadways, sidewalks, stormwater, and school capacity. It will also make recommendations to the Council regarding modifications to the community plans and policies to address any deficiencies noted and any

necessary zoning changes.

The moratorium would not affect a project that has vested.

This ordinance does not yet identify the specific areas where the moratorium would be imposed.

The planning commission is scheduled to consider this proposal at its February 11 meeting.

SUBSTITUTE ORDINANCE NO. BL2020-197

An ordinance declaring a 120-day moratorium upon the issuance of building and grading permits for multi-family developments on property within portions of the Antioch area ~~Metropolitan County Council Districts 28, 29 and 32 of the Metropolitan Government of Nashville & Davidson County.~~

WHEREAS, ~~Metropolitan Council Districts 28, 29 and 32 have~~ the Antioch area has experienced unprecedented growth and development in recent years, including substantial multifamily developments, leading to increasing pressures upon existing infrastructure, public facilities, and services; and

WHEREAS, for a variety of reasons, the number of Antioch residents who participated in the Nashville Next planning process was lower than other areas of Nashville, which means many residents did not voice their legitimate density concerns at the time; and

WHEREAS, ~~the Metropolitan Council and Metropolitan Planning Department~~ will be conducting a study of the Antioch area to determine whether the existing and planned infrastructure and public facilities are sufficient to meet the projected density resulting from multi-family development; and

~~are considering revisions to Title 17 of the Metro Code of Laws to address the concentration of multi-family developments within Metropolitan County Council Districts 28, 29 and 32 of the Metropolitan Government of Nashville & Davidson County, Tennessee; and~~

WHEREAS, in the interim, it is fitting and proper that the Metropolitan Council declare a temporary moratorium upon new construction of multi-family developments on properties within portions of the Antioch area ~~Districts 28, 29, and 32.~~

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

Section 1. That a 120-day moratorium is hereby declared upon the issuance of any building or grading permit by the Metropolitan Department of Codes Administration for any multi-family development for property within portions of the Antioch area ~~Metropolitan County Council Districts 28, 29, and 32~~, the geographic boundaries of which are set forth in the attached Exhibit 1 and as further depicted on the map attached hereto as Exhibit 2. The study to be conducted by the Metropolitan Planning Department should include an assessment of the capacity to deliver public services to the area, including but not limited to, public safety facilities, roadways, sidewalks, stormwater, and school capacity. Further, the study should make recommendations to the Council regarding modifications to the community plans and policies to address any deficiencies noted, as well as any necessary zoning changes.

Section 2. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Tanaka Vercher
Member of Council

Geographic Boundaries of Metropolitan County Council Districts 28, 29 and 32

Council District 28

Beginning at the intersection of Interstate 24 and Harding Place, proceed northeast along Harding Place to the intersection with Ezell Pike, then proceed southeast along Ezell Pike to the intersection with the Louisville and Nashville Railroad, then proceed southeast along the Louisville and Nashville Railroad to the intersection with a spur of the Louisville and Nashville Railroad, then proceed northeast along the spur of the Louisville and Nashville Railroad to the intersection with Mill Creek, then proceed northeast along Mill Creek to the intersection with Franklin Branch, then proceed south along Franklin Branch to the intersection with the Louisville and Nashville Railroad, then proceed east along the Louisville and Nashville Railroad to the intersection with Mullins Drive, then proceed northeast along Mullins Drive to the intersection with Bush Road, then proceed northeast along Bush Road to the intersection with Harding Place, then proceed southwest along Harding Place to the intersection with Donelson Pike, then proceed north along Donelson Pike to the intersection with Murfreesboro Pike, then proceed southeast along Murfreesboro Pike to the intersection with Rural Hill Road, then proceed south along Rural Hill Road to the intersection with Rice Road, then proceed northwest along Rice Road to the intersection with Edge O Lake Drive, then proceed southeast along Edge O Lake Drive to the intersection with Pebble Creek Drive, then proceed west along Pebble Creek Drive to the intersection with Rader Ridge Road, then proceed south along Rader Ridge Road to the intersection with Franklin Branch, then proceed southeast along Franklin Branch for approximately 2,500 feet, then proceed northeast approximately 620 feet to the intersection with Bridgecrest Drive, then proceed southeast along Bridgecrest Drive to the intersection with Rural Hill Road, then proceed south along Rural Hill Road to the intersection with Mount View Road, then proceed northwest along Mount View Road to the intersection with Hickory Hollow Parkway, then proceed northwest along Hickory Hollow Parkway to the intersection with Antioch Pike, then proceed west along Antioch Pike to the intersection with Blue Hole Road, then proceed south along Blue Hole Road to the intersection with Interstate 24, then proceed northwest along Interstate 24 to the beginning point, the intersection with Harding Place.

Council District 29

Beginning at the intersection of Murfreesboro Pike and Town Park Drive, proceed northeast along Town Park Drive to the intersection with Old Murfreesboro Pike, then proceed northwest along Old Mufreesboro Pike to the intersection with McCrory Creek Road, then proceed north along McCrory Creek Road to the intersection with Pulley Road, then proceed east along Pulley Road to the intersection with Pleasant Hill Road, then proceed south along Pleasant Hill Road to the intersection with Couchville Pike, then proceed east along Couchville Pike to the intersection with Bell Road, then proceed east approximately 450 feet to the intersection with the eastern shoreline of the J Percy Priest Reservoir, then proceed east along the shoreline of the J Percy Priest Reservoir to the intersection with an unnamed road within the Smith Springs Public Use Area, then proceed southeast along the unnamed road to the intersection with Smith Springs Road, then proceed southeast along Smith Springs Road to the intersection with a private drive for Smith Springs Townhomes, then proceed west along the private drive to the intersection with Anderson Road, then proceed south along Anderson Road to the intersection with Fieldstone Drive, then proceed south along Fieldstone Drive to the intersection with Lu Ann Drive, then proceed southeast along Lu Ann Drive to the intersection with Roundwood Forest Drive, then proceed southwest along

Roundwood Forest Drive to the intersection with Owendale Drive, then proceed south along Owendale Drive to the intersection with Hamilton Church Road, then proceed west along Hamilton Church Road to the intersection with Murfreesboro Pike, then proceed northwest along Murfreesboro Pike to the beginning point, the intersection with Town Park Drive.

Council District 32

Beginning at the intersection of Rader Ridge Road and Pebble Creek Drive, proceed southeast along Pebble Creek Drive to the intersection with Edge O Lake Drive, then proceed northwest along Edge O Lake Drive to the intersection with Rice Road, then proceed northeast along Rice Road to the intersection with Rural Hill Road, then proceed north along Rural Hill Road to the intersection with Murfreesboro Pike, then proceed southeast along Murfreesboro Pike to the intersection with Old Hickory Boulevard, then proceed southwest along Old Hickory Boulevard to the intersection with the Louisville and Nashville Railroad, then proceed northwest along the Louisville and Nashville Railroad to the intersection with Old Franklin Road, then proceed southwest along Old Franklin Road to the intersection with Cane Ridge Road, then proceed south along Cane Ridge Road to the intersection with Blairfield Drive, then proceed southwest along Blairfield Drive to the intersection with Pettus Road, then proceed north along Pettus Road to the intersection with Blue Hole Road, then proceed northwest along Blue Hole Road to the intersection with Bell Road, then proceed east along Bell Road to the intersection with Cedar Point Parkway, then proceed north along Cedar Point Parkway to the intersection with Collins Creek, then proceed northwest along Collins Creek to the intersection with Mill Creek, then proceed north along Mill Creek to the intersection with Interstate 24, then proceed northwest along Interstate 24 to the intersection with Blue Hole Road, then proceed north along Blue Hole Road to the intersection with Antioch Pike, then proceed east along Antioch Pike to the intersection with Hickory Hollow Parkway, then proceed south along Hickory Hollow Parkway to the intersection with Mount View Road, then proceed southeast along Mount View Road to the intersection with Rural Hill Road, then proceed north along Rural Hill Road to the intersection with Bridgecrest Drive, then proceed west along Bridgecrest Drive to a point approximately 120 feet southeast of the intersection with Bridge Crest Lane, then proceed southwest approximately 620 feet to the intersection with Franklin Branch, then proceed northwest along Franklin Branch to the intersection with Rader Ridge Road, then proceed north along Rader Ridge Road to the beginning point, the intersection with Pebble Creek Drive.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-479, **Version:** 2

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 MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres), all of which is described herein (Proposal No. 2020Z-119PR-001).

081-12, 415, 438, 439, 444, 448-449; 081-12-0-A, 001-002, 900; 081-12-0-B, 001, 003, 016-022, 101-107, 109-112, 114-119, 130, 133, 134, 140, 201, 203-211, 213, 215-223, 225, 230-233, 301-303, 305-310, 312, 313, 316-323, 325, 330-333, 401-407, 409-412, 418, 430, 432, 434-569; 081-12-0-T; 234-243, 245-262, 334-370, 434-466, 900-903; 082-05, 119, 170; 082-09, 007-008, 010, 014, 035-042, 045, 054, 056-061, 063-066, 069-071, 088, 090-095, 107, 108, 152-158, 162, 172-174, 176, 178-187, 190, 201-203, 222, 253-267, 269, 270, 272, 275, 277, 285-292, 398, 399, 406, 411-413, 457, 461-463, 472-483, 486-488, 491-493, 498; 082-09-0-A, 001-003; 082-09-0-B, 001-006, 008; 082-09-0-C, 001-009; 082-09-0-D, 001-003; 082-09-0-F, 001-010; 082-09-0-I, 001-004; 082-09-0-K, 001-003; 082-09-0-M, 001-005; 082-09-0-P, 001, 101-107, 202, 203, 301-303; 082-09-0-R, 001-006, 009; 082-09-0-T, 001-005, 007-018, 900; 082-09-0-U, 101-106, 108-111, 200-202, 204-206, 208, 210, 212, 312, 900; 082-09-0-V, 001-002, 900; 082-09-0-W, 001-025, 900; 082-09-0-X, 001-010, 900; 082-09-0-Y, 001-008, 900; 082-09-0-Z, 001-005, 900; 082-09-1-A, 001-003, 900; 082-09-2-A, 001-017, 900; 082-09-2-B, 001-004, 900; 082-09-3-A, 001-002, 900; 082-13, 144-145, 148, 151, 152, 155-164, 175-178, 182, 183, 186, 187, 199, 254, 255, 257, 300, 386; 082-13-0-D, 001, 101-109, 201-209, Various Owners

Requested by: Councilmember Freddie O'Connell

Application fee paid by: Waived by Council

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 MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres), being various Property Parcels Nos.as designated on various Maps 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 various maps 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. BL2020-479

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 MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres, all of which is described herein (Proposal No. 2020Z-119PR-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 MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres), being various Property Parcels Nos.as designated on various Maps 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 various maps 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:



Councilmember Freddie O'Connell

2020Z-119PR-001

Map 081-12, Parcel(s) 415, 438, 439, 444, 448-449

Map 081-12-0-A, Parcel(s) 001-002, 900

Map 081-12-0-B, Parcel(s) 001, 003, 016-022, 101-107, 109-112, 114-119, 130, 133, 134, 140, 201, 203-211, 213, 215-223, 225, 230-233, 301-303, 305-310, 312, 313, 316-323, 325, 330-333, 401-407, 409-412, 418, 430, 432, 434-569

Map 081-12-0-T, Parcel(s) 234-243, 245-262, 334-370, 434-466, 900-903

Map 082-05, Parcel(s) 119, 170

Map 082-09, Parcel(s) 007-008, 010, 014, 035-042, 045, 054, 056-061, 063-066, 069-071, 088, 090-095, 107, 108, 152-158, 162, 172-174, 176, 178-187, 190, 201-203, 222, 253-267, 269, 270, 272, 275, 277, 285-292, 398, 399, 406, 411-413, 457, 461-463, 472-483, 486-488, 491-493, 498

Map 082-09-0-A, Parcel(s) 001-003

Map 082-09-0-B, Parcel(s) 001-006, 008

Map 082-09-0-C, Parcel(s) 001-009

Map 082-09-0-D, Parcel(s) 001-003

Map 082-09-0-F, Parcel(s) 001-010

Map 082-09-0-I, Parcel(s) 001-004

Map 082-09-0-K, Parcel(s) 001-003

Map 082-09-0-M, Parcel(s) 001-005

Map 082-09-0-P, Parcel(s) 001, 101-107, 202, 203, 301-303

Map 082-09-0-R, Parcel(s) 001-006, 009

Map 082-09-0-T, Parcel(s) 001-005, 007-018, 900

Map 082-09-0-U, Parcel(s) 101-106, 108-111, 200-202, 204-206, 208, 210, 212, 312, 900

Map 082-09-0-V, Parcel(s) 001-002, 900

Map 082-09-0-W, Parcel(s) 001-025, 900

Map 082-09-0-X, Parcel(s) 001-010, 900

Map 082-09-0-Y, Parcel(s) 001-008, 900

Map 082-09-0-Z, Parcel(s) 001-005, 900

Map 082-09-1-A, Parcel(s) 001-003, 900

Map 082-09-2-A, Parcel(s) 001-017, 900

Map 082-09-2-B, Parcel(s) 001-004, 900

Map 082-09-3-A, Parcel(s) 001-002, 900

Map 082-13, Parcel(s) 144-145, 148, 151, 152, 155-164, 175-178, 182, 183, 186, 187, 199, 254, 255, 257, 300, 386

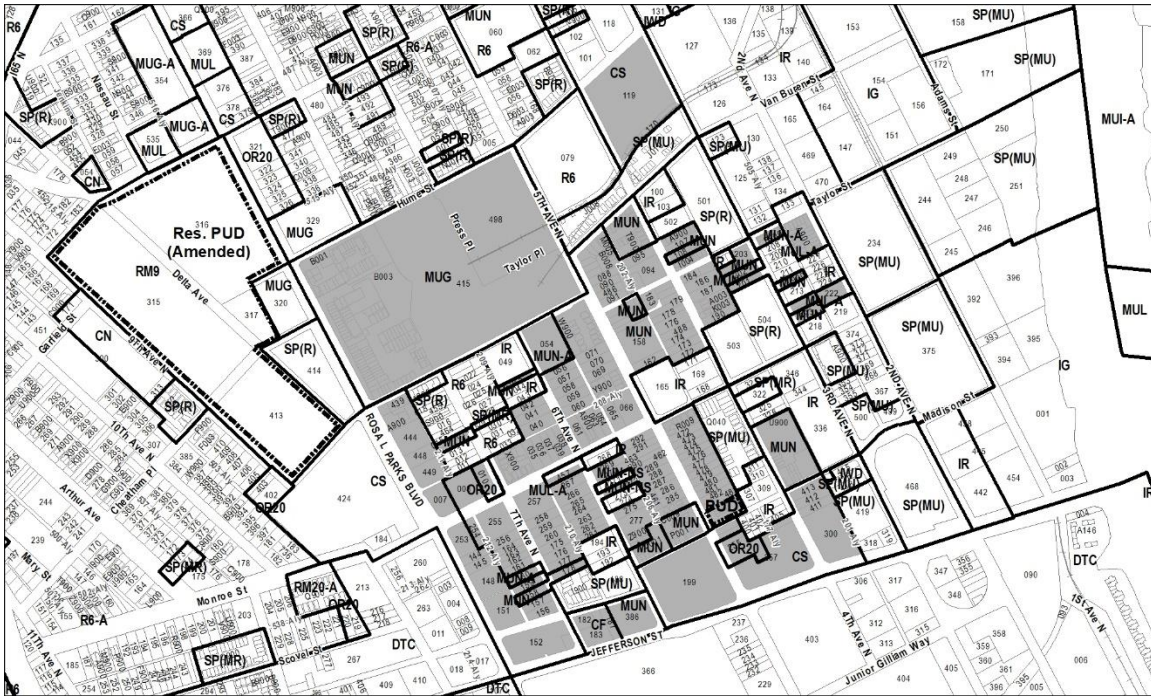
Map 082-13-0-D, Parcel(s) 001, 101-109, 201-209

Subarea 08, North Nashville

District 19 (Freddie O'Connell)

Application fee paid by: Fee waived by Council

A request to rezone from MUN, MUN-A, MUL-A, MUG, OR20, CS and CF to MUN-NS, MUN-A-NS, MUL-A-NS, MUG-NS, OR20-NS, CS-NS, and CF-NS zoning for various properties located between Rosa L. Parks Boulevard and 2nd Avenue North, from Hume Street, south to Jefferson Street, and located within the Germantown Historic Preservation District Overlay and the Phillips - Jackson Street Redevelopment District Overlay (68.61 acres), requested by Councilmember Freddie O'Connell, applicant; various owners.



STANPAR	DEEDED ACREAGE	Owner	PropAddr	PropH ouse	PropStreet	PropSuite	PropCity	Prop State	PropZip	OwnAddr1	OwnCity	Own nCo		
												Stat e	untr y	OwnZip
08205011900	3.16	METRO GOV'T P MORGAN	1515 3RD AVE N	1515	3RD AVE N	<Null>	NASHVILLE	TN	37208	P O BOX 196300	NASHVILLE	TN	US	37219
08209003500	0.18	WEESNER, MARTHA E., TRUSTEE	608 MONROE ST	608	MONROE ST	<Null>	NASHVILLE	TN	37208	2463 PAMO AVE	SAN DIEGO	CA	US	92104
08209009100	0.12	WOODLAND STREET PARTNERS, LLC	1400 5TH AVE N	1400	5TH AVE N	<Null>	NASHVILLE	TN	37208	408 TAYLOR ST STE 202	NASHVILLE	TN	US	37208
08209009200	0.09	FRAZIER, JEFFREY L.	406 TAYLOR ST	406	TAYLOR ST	<Null>	NASHVILLE	TN	37208	406 TAYLOR ST	NASHVILLE	TN	US	37208
08209025700	0.59	ASSUMPTION CATHOLIC CHURCH	1226 7TH AVE N	1226	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N	NASHVILLE	TN	US	37208
08209001000	0.23	MONROE ST. METHODIST CHURCH	700 MONROE ST	700	MONROE ST	<Null>	NASHVILLE	TN	37208	700 MONROE ST	NASHVILLE	TN	US	37208
08209003600	0.18	JERVIS, CRAIG M.& MARCIA M.	606 MONROE ST	606	MONROE ST	<Null>	NASHVILLE	TN	37208	606 MONROE ST	NASHVILLE	TN	US	37208
08213025700	1.85	HILL, H. G. REALTY CO.	416 JEFFERSON ST	416	JEFFERSON ST	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR., SUITE 130	NASHVILLE	TN	US	37204
08112041500	8.32	SWHR GERMANTOWN, LLC	1401 5TH AVE N	1401	5TH AVE N		NASHVILLE	TN	37208	5605 GLENRIDGE DR STE 880	ATLANTA WHITES	GA	US	30342
08209025900	0.16	LINK, JACK RANDALL	1222 7TH AVE N	1222	7TH AVE N	<Null>	NASHVILLE	TN	37208	4437 JACKSON RD	CREEK	TN	US	37189
08209009000	0.12	JOHNSON, MARK & GLAD, KEITH	1404 5TH AVE N	1404	5TH AVE N	<Null>	NASHVILLE	TN	37208	1404 5TH AVE N	NASHVILLE	TN	US	37208
08209026000	0.2	LOCKE, COLLEN B & KEVIN D.	1220 7TH AVE N	1220	7TH AVE N	<Null>	NASHVILLE	TN	37208	1220 7TH AVE N	NASHVILLE	TN	US	37208
08209006500	0.2	SBARRA, KATHERINE A.	506 MONROE ST	506	MONROE ST	<Null>	NASHVILLE	TN	37208	506 MONROE ST	NASHVILLE	TN	US	37208
08209026300	0.2	EIGHT STREET BAPTIST CHURCH	1225 6TH AVE N	1225	6TH AVE N	<Null>	NASHVILLE	TN	37208	1225 6TH AVE N	NASHVILLE	TN	US	37208
08213017600	0.2	STROBEL, MARTIN G. ET UX	1212 7TH AVE N	1212	7TH AVE N	<Null>	NASHVILLE	TN	37208	1212 7TH AVE N	NASHVILLE	TN	US	37208
08209029200	0.19	LIVERY AT 5TH & MONROE, LLC, THE	1235 5TH AVE N	1235	5TH AVE N		NASHVILLE	TN	37208	1702 A 5TH AVE N	NASHVILLE	TN	US	37208
08209018100	0.07	MARSHALL, JOHN W. & DIANE L.	1329 4TH AVE N	1329	4TH AVE N	<Null>	NASHVILLE	TN	37208	1329 4TH AVE N	NASHVILLE	TN	US	37208
08209017900	0.12	COGGINS, HORACE W. & TERRY E. & ROY DALE	1325 4TH AVE N	1325	4TH AVE N	<Null>	NASHVILLE	TN	37208	1560 CELEBRATION WY	NASHVILLE	TN	US	37211
08209001400	0.1	EXNER, BRYAN J. & SACKS TRUST	1315 7TH AVE N	1315	7TH AVE N	<Null>	NASHVILLE	TN	37208	1310 7TH AVE N	NASHVILLE	TN	US	37208
08213016000	0.17	DEPRIEST, DANIEL B. & ANNE Z.	1211 7TH AVE N	1211	7TH AVE N	<Null>	NASHVILLE	TN	37208	1211 7TH AVE N	NASHVILLE	TN	US	37208
08209018400	0.1	ESHELMAN DEVELOPMENT LLC	1326 4TH AVE N	1326	4TH AVE N	<Null>	NASHVILLE	TN	37208	5605 A LOUISIANA AVE	NASHVILLE	TN	US	37209
08209015400	0.07	HIMES, DOUGLAS DAVID	1326 5TH AVE N	1326	5TH AVE N	<Null>	NASHVILLE	TN	37208	1326 5TH AV N	NASHVILLE	TN	US	37208
08209018500	0.07	HUMPHREY, JAMES C.	311 TAYLOR ST	311	TAYLOR ST	<Null>	NASHVILLE	TN	37208	311 TAYLOR ST	NASHVILLE	TN	US	37208
08209041300	0.2	GERMANTOWN MARKET, LLC	1120 4TH AVE N	1120	4TH AVE N	<Null>	NASHVILLE	TN	37208	1309 BRIARVILLE RD STE 201	MADISON	TN	US	37115
08213016200	0.12	HODGES, MICHAEL P. & HARRINGTON, NANCY I.	1215 7TH AVE N	1215	7TH AVE N	<Null>	NASHVILLE	TN	37208	223 CARDEN AV	NASHVILLE	TN	US	37205

08209041200	0.19	GERMANTOWN MARKET, LLC	1118 4TH AVE N 1216 ROSA L PARKS BLVD	1118	4TH AVE N ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	PO BOX 120897	NASHVILLE	TN	US	37212
08213014400	0.14	AMDUR, LEONARD & K&L PROPERTIES PARTNERSHIP		1216		<Null>	NASHVILLE	TN	37208	P O BOX 121315 3011 ARMORY DR STE	NASHVILLE	TN	US	37212
08209039800	0.09	H.G. HILL REALTY COMPANY, LLC	1120 5TH AVE N	1120	5TH AVE N	<Null>	NASHVILLE	TN	37208	130	NASHVILLE	TN	US	37204
08209015300	0.07	MOBLEY, CAROLE ANN	1328 5TH AVE N	1328	5TH AVE N	<Null>	NASHVILLE	TN	37208	417A 35TH AVE N	NASHVILLE	TN	US	37209
08213015600	0.18	LYONS, CHRISTY B.	1201 A 7TH AVE N 1308 ROSA L PARKS BLVD	1201	7TH AVE N ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	3944 KNIGHT DR	CREEK	TN	US	37189
08112044900	0.39	GERMANTOWN PROPERTIES, LLP		1308		<Null>	NASHVILLE	TN	37208	1308 ROSA L PARKS BV	NASHVILLE	TN	US	37208
08209026600	0.23	KING, MICHAEL JOHN ABRAHAM	1235 6TH AVE N	1235	6TH AVE N	<Null>	NASHVILLE	TN	37208	1235 6TH AV N	NASHVILLE	TN	US	37208
08209026200	0.16	8TH STREET BAPTIST CHURCH TRS.	1223 6TH AVE N	1223	6TH AVE N	<Null>	NASHVILLE	TN	37208	1223 6TH AVE N	NASHVILLE	TN	US	37208
08213017500	0.2	WARNER, HARRIET OVERTON	1218 7TH AVE N	1218	7TH AVE N	<Null>	NASHVILLE	TN	37208	1218 7TH AVE N	NASHVILLE	TN	US	37208
08209009300	0.09	ZEITLIN, JEFFREY A.	404 TAYLOR ST	404	TAYLOR ST	<Null>	NASHVILLE	TN	37208	404 TAYLOR ST	NASHVILLE	TN	US	37208
08209026900	0.17	FERREE, DAVID A. ET UX	1230 6TH AVE N	1230	6TH AVE N	<Null>	NASHVILLE	TN	37208	3507 RICHARDS ST	NASHVILLE	TN	US	37215
08112043900	0.13	TAYLOR STREET INVESTMENTS, LLC.	709 TAYLOR ST	709	TAYLOR ST	<Null>	NASHVILLE	TN	37208	P O BOX 140958	NASHVILLE	TN	US	37214
08213016300	0.12	ASSUMPTION CATHOLIC CHURCH	0 7TH AVE N	0	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N 3011 ARMORY DR STE	NASHVILLE	TN	US	37208
08209039900	0.09	H.G. HILL REALTY COMPANY, LLC	1118 5TH AVE N 1320 ROSA L PARKS BLVD	1118	5TH AVE N ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	130	NASHVILLE	TN	US	37204
08112044400	0.49	FFNRP LLC		1320		<Null>	NASHVILLE	TN	37208	P O BOX 150204 3011 ARMORY DR STE	NASHVILLE	TN	US	37215
08213025500	0.1	H. G. HILL REALTY COMPANY, LLC	1114 5TH AVE N	1114	5TH AVE N	<Null>	NASHVILLE	TN	37208	130	NASHVILLE	TN	US	37204
08213015800	0.17	GOIN, DAVID, III & ADAMS, LARRY J	1207 7TH AVE N	1207	7TH AVE N ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1207 7TH AV N	NASHVILLE	TN	US	37208
08112043800	0.06	WILLIAMSON, PAUL W.	0 ROSA L PARKS BLVD	0		<Null>	NASHVILLE	TN	37208	5032 S RIDGEVIEW DR	NASHVILLE	TN	US	37220
08209041100	0.19	GERMANTOWN MARKET, LLC	1116 4TH AVE N	1116	4TH AVE N	<Null>	NASHVILLE	TN	37208	PO BOX 120897	NASHVILLE	TN	US	37212
08209020100	0.19	STEWART, ROBERT L. & SARITA M. KOMLINE, KYLE & SON, HERRIE & BYONG HYON & MYONG HEE	1321 3RD AVE N	1321	3RD AVE N	<Null>	NASHVILLE	TN	37208	5710 QUEST RIDGE RD	FRANKLIN	TN	US	37064
08213017700	0.2		1210 7TH AVE N	1210	7TH AVE N	<Null>	NASHVILLE	TN	37208	1210 7TH AVE N	NASHVILLE	TN	US	37208
08213017800	0.2	FELL, KATHLEEN WALLER	1208 7TH AVE N	1208	7TH AVE N	<Null>	NASHVILLE	TN	37208	1208 7TH AVE N 18 YORK ST STE 400 C/O AVISON YOUNG, ATTN:	NASHVILLE	TN	US	37208
08213019900	2.73	VISTA GERMANTOWN APARTMENTS, L.P.	515 MADISON ST	515	MADISON ST	<Null>	NASHVILLE	TN	37208	AMY ERIXON	TORONTO	ON	CA	M5J2T8
08209005600	0.19	MANSON, ASHLEY MARIE	1314 6TH AVE N	1314	6TH AVE N	<Null>	NASHVILLE	TN	37208	2280 ROSA L PARKS BV	NASHVILLE	TN	US	37228
08209028600	0.17	WALKER, DEE ANN	1215 A 5TH AVE N	1215	5TH AVE N	<Null>	NASHVILLE	TN	37208	1215 A 5TH AVE N	NASHVILLE	TN	US	37208
08209005800	0.19	DPB&C, LLC	1310 6TH AVE N	1310	6TH AVE N	<Null>	NASHVILLE	TN	37208	1310 6TH AV N	NASHVILLE	TN	US	37208

08209028700	0.14	CAMPBELL, BERDELLE T.	1217 5TH AVE N	1217	5TH AVE N	<Null>	NASHVILLE	TN	37208	1217 5TH AVE N 929 CLAYTON AVE C/O	NASHVILLE	TN	US	37208
08209003700	0.12	COOPERMONTY	604 MONROE ST	604	MONROE ST	<Null>	NASHVILLE	TN	37208	SHERRI COATES	NASHVILLE	TN	US	37204
08213015200	1	HILL REVOLVER, LLC	1104 ROSA L PARKS BLVD	1104	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR STE 130	NASHVILLE	TN	US	37204
08209025300	0.36	AMDUR, LEONARD & PETERS PROPERTY MGT	1220 ROSA L PARKS BLVD	1220	ROSA L PARKS BLVD		NASHVILLE	TN	37208	P O BOX 121315	NASHVILLE	TN	US	37212
08209015600	0.05	DARLING, MICHAEL P., JR. & JENNIFER L.	409 TAYLOR ST	409	TAYLOR ST	<Null>	NASHVILLE	TN	37208	409 TAYLOR ST	NASHVILLE	TN	US	37208
08213016400	0.12	ASSUMPTION CATHOLIC CHURCH	0 7TH AVE N	0	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N	NASHVILLE	TN	US	37208
08209028800	0.22	CAMPBELL, ERNEST Q. FAMILY TRUST	1219 5TH AVE N	1219	5TH AVE N	<Null>	NASHVILLE	TN	37208	1217 5TH AVE N	NASHVILLE	TN	US	37208
08209009500	0.23	WALLACE, SHEILA	1407 4TH AVE N	1407	4TH AVE N	<Null>	NASHVILLE	TN	37208	1407 4TH AVE N	NASHVILLE	TN	US	37208
08209025800	0.2	ASSUMPTION CATHOLIC CHURCH	1224 7TH AVE N	1224	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N 16030 VENTURE BLVD	NASHVILLE	TN	US	37208
08209015200	0.07	NOLA TRUST, THE	1330 5TH AVE N	1330	5TH AVE N	<Null>	NASHVILLE	TN	37208	STE 240	ENCINO	CA	US	91436
08209029000	0.1	HOGAN, RONALD W. TRUST AGREEMENT	1227 5TH AVE N	1227	5TH AVE N	<Null>	NASHVILLE	TN	37208	1227 5TH AVE N	NASHVILLE	TN	US	37208
08209027500	0.19	GERMANTOWN INN, LLC	1218 6TH AVE N	1218	6TH AVE N	<Null>	NASHVILLE	TN	37208	1702 A 5TH AVE N	NASHVILLE	TN	US	37208
08209028900	0.11	MANSON, ASHLEY MARIE	1223 5TH AVE N	1223	5TH AVE N	<Null>	NASHVILLE	TN	37208	2280 ROSA L PARKS BV	NASHVILLE	TN	US	37228
08209025600	0.17	ASSUMPTION CATHOLIC CHURCH	1221 7TH AVE N	1221	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N	NASHVILLE	TN	US	37208
08209017200	0.18	P & H GERMANTOWN PROPERTY, LLC	1311 4TH AVE N	1311	4TH AVE N		NASHVILLE	TN	37208	3807 DARTMOUTH AVE	NASHVILLE	TN	US	37215
08209017300	0.17	HOLLAND, NICHOLAS L. & BRANDI L.	1313 4TH AVE N	1313	4TH AVE N	<Null>	NASHVILLE	TN	37208	2100 EULAS WAY	NOLANSVILL E	TN	US	37135
08209029100	0.12	LIVERY AT 5TH AND MONROE, LLC	1231 5TH AVE N	1231	5TH AVE N	<Null>	NASHVILLE	TN	37208	1231 5TH AVE N	NASHVILLE	TN	US	37208
08209018200	0.07	STROBEL, CHARLES F. ET AL	1331 4TH AVE N	1331	4TH AVE N	<Null>	NASHVILLE	TN	37208	1331 4TH AVE N	NASHVILLE	TN	US	37208
08209006100	0.18	SHARK FINANCIAL HOLDINGS, LLC	518 MONROE ST	518	MONROE ST	<Null>	NASHVILLE	TN	37208	518 MONROE ST 3011 ARMORY DR STE	NASHVILLE	TN	US	37208
08213015500	0.09	HILL REVOLVER, LLC	700 JEFFERSON ST 1210 ROSA L PARKS BLVD	700	JEFFERSON ST ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	130	NASHVILLE	TN	US	37204
08213014800	0.51	PETERS, KARL E. & ANN M. & AMDUR, LEONARD		1210	BLVD	<Null>	NASHVILLE	TN	37208	P O BOX 121315	NASHVILLE	TN	US	37212
08209010700	0.18	WESTPHAL, RONALD & MARCIA	1404 4TH AVE N	1404	4TH AVE N	<Null>	NASHVILLE	TN	37208	1404 4TH AVE N	NASHVILLE	TN	US	37208
08209015700	0.09	HOTTENSTEIN, FELIX ANDRE REVOCABLE LIVING TRUST, THE	1324 5TH AVE N	1324	5TH AVE N	<Null>	NASHVILLE	TN	37208	1324 5TH AVE N	NASHVILLE	TN	US	37208
08209026500	0.12	MONDAY, WENDY CLAIRE & SPANGLER, JOHN THOMAS	1231 6TH AVE N	1231	6TH AVE N	<Null>	NASHVILLE	TN	37208	1231 6TH AVE N	NASHVILLE	TN	US	37208
08213018600	0.04	JEFFERSON STREET INVESTMENTS, LLC	609 MADISON ST	609	MADISON ST	<Null>	NASHVILLE	TN	37208	103 W TYNE DR	NASHVILLE	TN	US	37205
08213018200	0.16	JEFFERSON STREET INVESTMENTS, LLC	1104 7TH AVE N	1104	7TH AVE N	<Null>	NASHVILLE	TN	37208	103 W TYNE DR	NASHVILLE	TN	US	37205

08209005700	0.19	LOWRIE REAL ESTATES, LLC	1312 6TH AVE N	1312	6TH AVE N	<Null>	NASHVILLE	TN	37208	5909 LOAN PEAK DR 3011 ARMORY DR STE	EVERGREEN	CO	US	80439
08209040600	0.09	H. G. HILL REALTY COMPANY, LLC	1117 4TH AVE N	1117	4TH AVE N	<Null>	NASHVILLE	TN	37208	130	NASHVILLE	TN	US	37204
08209004200	0.2	CSMTN INVESTMENTS, LLC	1311 6TH AVE N	1311	6TH AVE N	<Null>	NASHVILLE	TN	37208	1920 ADELICIA ST 300	NASHVILLE	TN	US	37212
08209006600	0.39	CHAMBERS, SCOTT C. & LEQUIRE, ANDREE	1309 5TH AVE N	1309	5TH AVE N	<Null>	NASHVILLE	TN	37208	4304 CHARLOTTE AV P O BOX 23857 C/O	NASHVILLE	TN	US	37209
08209007100	0.19	GERMANTOWN PARTNERS, LLC	1319 A 5TH AVE N	1319	5TH AVE N	<Null>	NASHVILLE	TN	37208	FREEMAN WEBB	NASHVILLE	TN	US	37202
08209000700	0.39	TARPEY, DONALD & RANDALL	708 MONROE ST	708	MONROE ST	<Null>	NASHVILLE	TN	37208	4040 CEDAR CIRCLE RD	NASHVILLE	TN	US	37218
08209027200	0.14	SOLOMON KLEIN, LLC	1224 6TH AVE N	1224	6TH AVE N	<Null>	NASHVILLE	TN	37208	1224 6TH AVE N	NASHVILLE	TN	US	37208
08209018300	0.14	CURREN, JOHN & BERTHA H.	405 TAYLOR ST	405	TAYLOR ST	<Null>	NASHVILLE	TN	37208	405 TAYLOR ST	NASHVILLE	TN	US	37208
08209006000	0.19	DILLIHAY, MARILYN J.	1306 6TH AVE N	1306	6TH AVE N	<Null>	NASHVILLE	TN	37208	1617 INDEPENDENCE AVE SE	NASHINGTO N	DC	US	20003
08209018600	0.22	GERMANTOWN REAL ESTATE, LLC	1324 4TH AVE N	1324	4TH AVE N	<Null>	NASHVILLE	TN	37208	1324 4TH AVE N	NASHVILLE	TN	US	37208
08209017400	0.15	BARRETT, RANDALL LEE & DIANE MANIVONG	1315 4TH AVE N	1315	4TH AVE N	<Null>	NASHVILLE	TN	37208	1315 4TH AVE N #B	NASHVILLE	TN	US	37208
08209004100	0.2	PROBY, JASON & MEGAN	1309 6TH AVE N	1309	6TH AVE N	<Null>	NASHVILLE	TN	37208	1309 6TH AVE N	NASHVILLE	TN	US	37208
08209000800	0.56	SMITH, MELVIN JACKSON	706 MONROE ST	706	MONROE ST	<Null>	NASHVILLE	TN	37208	4634 CLARKSVILLE PK	NASHVILLE	TN	US	37218
08209018000	0.07	COGGINS, HORACE W. & TERRY E. & ROY DALE	1327 4TH AVE N	1327	4TH AVE N	<Null>	NASHVILLE	TN	37208	1560 CELEBRATION WY P O BOX 23857 C/O	NASHVILLE	TN	US	37211
08209007000	0.19	GERMANTOWN PARTNERS, LLC	1317 5TH AVE N	1317	5TH AVE N	<Null>	NASHVILLE	TN	37208	FREEMAN WEBB	NASHVILLE	TN	US	37202
08209025400	0.18	CROSSROADS CAMPUS, THE	707 MONROE ST	707	MONROE ST	<Null>	NASHVILLE	TN	37208	707 MONROE ST	NASHVILLE	TN	US	37208
08213030000	1.12	JEFFERSON STREET LOFTS, L.P.	1100 4TH AVE N	1100	4TH AVE N	<Null>	NASHVILLE	TN	37208	1360 E 9TH ST #300 C/OBELLWETMIKEGRUSS	CLEVELAND	OH	US	44114
08209028500	0.14	BOYD, IRENE R.	1213 5TH AVE N	1213	5TH AVE N	<Null>	NASHVILLE	TN	37208	1213 5TH AVE N	NASHVILLE	TN	US	37208
08209003900	0.12	FERNANDEZ, MARCOS A. & SCHKLAR, STANLEY R.	602 MONROE ST	602	MONROE ST	<Null>	NASHVILLE	TN	37208	602 MONROE ST	NASHVILLE	TN	US	37208
08209027000	0.17	LEMENSE, JOSEPH CHARLES JR & MEGAN MOORE	1228 6TH AVE N	1228	6TH AVE N	<Null>	NASHVILLE	TN	37208	1228 6TH AVE N	NASHVILLE	TN	US	37208
08209008800	0.16	KE HOLDINGS, LLC	1406 5TH AVE N	1406	5TH AVE N	<Null>	NASHVILLE	TN	37208	P O BOX 2701	OXFORD	MS	US	38655
08209017600	0.26	WILLIAMS, ROBERT R., III & AMY C.	1319 4TH AVE N	1319	4TH AVE N	<Null>	NASHVILLE	TN	37208	1319 4TH AVE N	NASHVILLE	TN	US	37208
08209027700	0.36	MAY, CHARLES & JULIE	1212 6TH AVE N	1212	6TH AVE N	<Null>	NASHVILLE	TN	37208	2312 WOODMONT BLVD	NASHVILLE	TN	US	37215
08209026100	0.14	LEACH, JUSTIN W. & KERRY D.	1221 6TH AVE N	1221	6TH AVE N	<Null>	NASHVILLE	TN	37208	118 GILMAN AVE	NASHVILLE	TN	US	37205
08209004500	0.11	DUNCAN, JAMES R. & KATHY JO C.	1319 6TH AVE N	1319	6TH AVE N	<Null>	NASHVILLE	TN	37208	1319 6TH AV N	NASHVILLE	TN	US	37208
08112044800	0.27	IBRAHIM, MICHAEL & GERGES, ABRAM	1312 ROSA L PARKS BLVD	1312	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	143 CREESTONE BLVD	FRANKLIN	TN	US	37064
08209020200	0.21	BOYLAN, JASON L.	1323 3RD AVE N	1323	3RD AVE N	<Null>	NASHVILLE	TN	37208	812 ROSEBANK AVE	NASHVILLE	TN	US	37206

08209022200	0.23	CROW, NORMA J.	1307 2ND AVE N	1307	2ND AVE N	<Null>	NASHVILLE	TN	37208	102 VAUGHN RD	NASHVILLE	TN	US	37221
08213018700	0.16	JEFFERSON STREET INVESTMENTS, LLC	600 JEFFERSON ST	600	JEFFERSON ST	<Null>	NASHVILLE	TN	37208	103 W TYNE DR	NASHVILLE	TN	US	37205
08209026400	0.2	CARROLL, BARBARA L.	1229 6TH AVE N	1229	6TH AVE N	<Null>	NASHVILLE	TN	37208	1229 6TH AVE N	NASHVILLE	TN	US	37208
08213018300	0.27	JEFFERSON STREET INVESTMENTS, LLC	622 JEFFERSON ST	622	JEFFERSON ST		NASHVILLE	TN	37208	103 W TYNE DR	NASHVILLE	TN	US	37205
08213025400	0.08	H.G. HILL REALTY COMPANY, LLC	1116 5TH AVE N	1116	5TH AVE N	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR STE 130	NASHVILLE	TN	US	37204
08209010800	0.11	LAWRENCE, HARRY EMMETTE & HOCHBERG, LINDA	1402 4TH AVE N	1402	4TH AVE N	<Null>	NASHVILLE	TN	37208	1402 4TH AVE N	NASHVILLE	TN	US	37208
08209003800	0.12	PEAGLER, THOMAS	600 MONROE ST	600	MONROE ST	<Null>	NASHVILLE	TN	37208	600 MONROE ST	NASHVILLE	TN	US	37208
08209004000	0.27	PECK, BRADLEY E. & TUCKER, RICHARD B.	1307 6TH AVE N	1307	6TH AVE N	<Null>	NASHVILLE	TN	37208	1307 6TH AVE N	NASHVILLE	TN	US	37208
08209017800	0.13	KANWAR, BHAG S.	1323 4TH AVE N	1323	4TH AVE N	<Null>	NASHVILLE	TN	37208	1015 SHANNON LN	FRANKLIN	TN	US	37064
08209018700	0.22	KSM HOLDINGS LLC	1322 4TH AVE N	1322	4TH AVE N	<Null>	NASHVILLE	TN	37208	1322 4TH AVE N	NASHVILLE	TN	US	37208
08209009400	0.39	1401 4TH AVENUE, LLC	1401 4TH AVE N	1401	4TH AVE N	<Null>	NASHVILLE	TN	37208	4544 HARDING PIKE STE 210	NASHVILLE	TN	US	37205
08213015100	0.6	H. G. HILL REALTY COMPANY, LLC	1200 ROSA L PARKS BLVD	1200	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR STE 130	NASHVILLE	TN	US	37204
08213015700	0.17	H. G. HILL REALTY COMPANY, LLC	1203 7TH AVE N	1203	7TH AVE N	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR STE 130	NASHVILLE	TN	US	37204
08213015900	0.17	H. G. HILL REALTY COMPANY, LLC	1209 7TH AVE N	1209	7TH AVE N	<Null>	NASHVILLE	TN	37208	3011 ARMORY DR STE 130	NASHVILLE	TN	US	37204
08209005900	0.19	LINK, JACK & SONYA	1308 6TH AVE N	1308	6TH AVE N	<Null>	NASHVILLE	TN	37208	1308 6TH AVE N	NASHVILLE	TN	US	37208
08209015800	0.69	1320 5TH AVENUE NORTH, LLC	1320 5TH AVE N	1320	5TH AVE N		NASHVILLE	TN	37208	3841 GREEN HILLS VILLAGE DR STE 400	NASHVILLE	TN	US	37215
08209020300	0.26	BROWN, MARTHA B.	1325 3RD AVE N	1325	3RD AVE N	<Null>	NASHVILLE	TN	37208	3338 MIMOSA DR	NASHVILLE	TN	US	37211
08209006400	0.13	SWYERS, JOHN W. ET UX	510 MONROE ST	510	MONROE ST	<Null>	NASHVILLE	TN	37208	510 MONROE ST	NASHVILLE	TN	US	37208
08209019000	0.22	HOOPER PROPERTY LLC	1316 4TH AVE N	1316	4TH AVE N	<Null>	NASHVILLE	TN	37208	1429 GREENWOOD AV	NASHVILLE	TN	US	37206
08209026700	0.26	HOLLINGS, WILLIAM D.	1237 6TH AVE N	1237	6TH AVE N	<Null>	NASHVILLE	TN	37208	1237 6TH AVE N	NASHVILLE	TN	US	37208
08209006300	0.13	PRINE, JOHN & FIONA WHELAN FAMILY TRUSTS	512 MONROE ST	512	MONROE ST	<Null>	NASHVILLE	TN	37208	15821 VENTURA BLVD # 270	ENCINO	CA	US	91436
08209016200	0.2	HOLLAND, NICHOLAS L. & BRANDI L.	1312 5TH AVE N	1312	5TH AVE N	<Null>	NASHVILLE	TN	37208	2100 EULAS WAY	E	TN	US	37135
08209006900	0.2	LONDON, HILLARD J. ET UX	1315 5TH AVE N	1315	5TH AVE N	<Null>	NASHVILLE	TN	37208	1315 5TH AVE N	NASHVILLE	TN	US	37208
08213014500	0.17	AMDUR, LEONARD & K&L PROPERTIES PARTNERSHIP	1214 ROSA L PARKS BLVD	1214	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	P O BOX 121315	NASHVILLE	TN	US	37212
08209005400	0.88	GERMANTOWN PHASE II, LLC	1318 6TH AVE N	1318	6TH AVE N	<Null>	NASHVILLE	TN	37208	112 2ND AVE N 3RD FL	NASHVILLE	TN	US	37201
08213016100	0.17	ASSUMPTION CATHOLIC CHURCH	1213 7TH AVE N	1213	7TH AVE N	<Null>	NASHVILLE	TN	37208	1227 7TH AV N	NASHVILLE	TN	US	37208

08209015500	0.09	WEINBERGER, SHEILA	411 TAYLOR ST	411	TAYLOR ST	<Null>	NASHVILLE	TN	37208	411 TAYLOR ST	NASHVILLE	TN	US	37208
08209025500	0.52	CHURCH OF ASSUMPTION & SCHOOL	1225 7TH AVE N	1225	7TH AVE N	<Null>	NASHVILLE	TN	37208	1225 7TH AVE N	NASHVILLE	TN	US	37208
08209045700	0.14	MP REAL ESTATE, LLC	1239 6TH AVE N	1239	6TH AVE N	<Null>	NASHVILLE	TN	37208	P O BOX 120897	NASHVILLE	TN	US	37212
08209046200	0.11	PETERS, GRETCHEN	1225 5TH AVE N	1225	5TH AVE N	<Null>	NASHVILLE	TN	37208	1225 5TH AV N	NASHVILLE	TN	US	37208
08209046300	0.11	PRICE, MARY JO	1229 5TH AVE N	1229	5TH AVE N	<Null>	NASHVILLE	TN	37208	1229 5TH AV N #4	NASHVILLE	TN	US	37208
08213038600	0.76	MAINLAND GERMANTOWN, LLC	601 MADISON ST	601	MADISON ST		NASHVILLE	TN	37208	118 16TH AVE S STE 230	NASHVILLE	TN	US	37203
08209046100	0.1	WALKER, DEE ANN	1215 B 5TH AVE N	1215	5TH AVE N	<Null>	NASHVILLE	TN	37208	1215 A 5TH AVE N	NASHVILLE	TN	US	37208
081120A00100C	0	THOMPSON, GINA DANIELLE	1326 B ROSA L PARKS BLVD	1326	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1821 BERRYHILL RD	CHARLOTTE	NC	US	28208
081120A00200C	0	1326A PROPERTY PARTNERSHIP	1326 A ROSA L PARKS BLVD	1326	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1326 A ROSA L PARKS BV	NASHVILLE	TN	US	37208
08209047200	0.14	DENMARK, JILL	1226 5TH AVE N	1226	5TH AVE N	<Null>	NASHVILLE	TN	37208	1226 5TH AVE N	NASHVILLE	TN	US	37208
08209047300	0.13	CAMPFIELD, CHAD & TRACY	1224 5TH AVE N	1224	5TH AVE N	<Null>	NASHVILLE	TN	37208	1224 5TH AVE N	NASHVILLE	TN	US	37208
08209047400	0.14	FITZPATRICK, BRIAN T.	1222 5TH AVE N	1222	5TH AVE N	<Null>	NASHVILLE	TN	37208	1222 5TH AVE N	NASHVILLE	TN	US	37208
08209047500	0.13	BUTLER, MATTHEW D. & ASHLEE J.	1220 5TH AVE N	1220	5TH AVE N	<Null>	NASHVILLE	TN	37208	1220 5TH AVE N	NASHVILLE	TN	US	37208
08209047600	0.14	ECKERT, BRIAN	1218 5TH AVE N	1218	5TH AVE N	<Null>	NASHVILLE	TN	37208	1218 5TH AVE N	NASHVILLE	TN	US	37208
08209047700	0.14	SEALS, AMY JEANECE	1216 5TH AVE N	1216	5TH AVE N	<Null>	NASHVILLE	TN	37208	1216 5TH AVE N	NASHVILLE	TN	US	37208
08209047800	0.14	POWELL, KEVIN JOSEPH	1214 5TH AVE N	1214	5TH AVE N	<Null>	NASHVILLE	TN	37208	1214 5TH AVE N	NASHVILLE	TN	US	37208
08209047900	0.14	GREENFIELD, STEVEN R.	1212 5TH AVE N	1212	5TH AVE N	<Null>	NASHVILLE	TN	37208	1212 5TH AVE N	NASHVILLE	TN	US	37208
08209048000	0.13	BARRY, KATHLEEN S. & MARK G.	1210 5TH AVE N	1210	5TH AVE N	<Null>	NASHVILLE	TN	37208	1210 5TH AVE N	NASHVILLE	TN	US	37208
08209048100	0.14	POOLE, ARTHUR J., JR. & KATHERINE M.	1208 5TH AVE N	1208	5TH AVE N	<Null>	NASHVILLE	TN	37208	1208 5TH AV N	NASHVILLE	TN	US	37208
08209048200	0.13	HARRISON, ANNE WALKER	1206 5TH AVE N	1206	5TH AVE N	<Null>	NASHVILLE	TN	37208	1206 5TH AVE N	NASHVILLE	TN	US	37208
08209048300	0.14	BLACKBURN, TERESA	1204 5TH AVE N	1204	5TH AVE N	<Null>	NASHVILLE	TN	37208	1204 5TH AV N	NASHVILLE	TN	US	37208
08209048600	0.12	CLAYTON, TERRY R.	1402 5TH AVE N	1402	5TH AVE N	<Null>	NASHVILLE	TN	37208	1402 5TH AV N	NASHVILLE	TN	US	37208
082090A00100C	0	LEDFORD, RONALD L., JR.	1320 A 4TH AVE N	1320	4TH AVE N	<Null>	NASHVILLE	TN	37208	1320 4TH AV N A	NASHVILLE	TN	US	37208
082090A00200C	0	STENSON, MAKEBA & HOWARD	1320 B 4TH AVE N	1320	4TH AVE N	<Null>	NASHVILLE	TN	37208	1420 B 4TH AV N	NASHVILLE	TN	US	37208
082090A00300C	0.2	O.I.C STONE COTTAGE TOWNHOMES	1320 C 4TH AVE N	1320	4TH AVE N	<Null>	NASHVILLE	TN	37208	1235 6TH AV N	NASHVILLE	TN	US	37208
082090B00100C	0.07	JONES, CINDI E.	1410 5TH AVE N	1410	5TH AVE N	<Null>	NASHVILLE	TN	37208	1410 5TH AV N	NASHVILLE	TN	US	37208
082090B00200C	0.06	LAVIA, MICHAEL & VIRGINA	1412 5TH AVE N	1412	5TH AVE N	<Null>	NASHVILLE	TN	37208	1412 5TH AVE N	NASHVILLE	TN	US	37208
082090B00300C	0.06	PARMET, RACHEL E. & HAROOTYAN, SCOTT V.	1414 5TH AVE N	1414	5TH AVE N	<Null>	NASHVILLE	TN	37208	1414 5TH AVE N	NASHVILLE	TN	US	37208

082090B00400C O	0.09	ESWORTHY, MICHAEL & SLAYTON, MOLLY	1416 5TH AVE N	1416	5TH AVE N	<Null>	NASHVILLE	TN	37208	1416 5TH AVE N	NASHVILLE	TN	US	37208
082090B00500C O	0.05	LITTMAN, ALLISON COLETTE	427 VAN BUREN ST	427	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	427 VAN BUREN ST	NASHVILLE	TN	US	37208
082090B00600C O	0.06	JOINER, KELLYE DIANE REVOCABLE TRUST	425 VAN BUREN ST	425	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	425 VAN BUREN ST	NASHVILLE	TN	US	37208
082090B00800C O	0.16	INTOWN PROPERTIES, L.L.C.	0 5TH AVE N	0	5TH AVE N	<Null>	NASHVILLE	TN	37208	166 HICKS RD	NASHVILLE	TN	US	37221
08209048800	0.14	BOOTH, FRED D. & KATHRYN R.	1317 4TH AVE N	1317	4TH AVE N	<Null>	NASHVILLE	TN	37208	1317 4TH AV N	NASHVILLE	TN	US	37208
082090C00100C O	0	WESTLAND, JULIA	1211 B 5TH AVE N	1211	5TH AVE N	<Null>	NASHVILLE	TN	37208	1211 B 5TH AVE N	NASHVILLE	TN	US	37208
082090C00200C O	0	ROSENBAUM, RICHARD T. & AUBREY L.	1211 A 5TH AVE N	1211	5TH AVE N	<Null>	NASHVILLE	TN	37208	1211 A 5TH AVE N	NASHVILLE	TN	US	37208
082090C00300C O	0	LANAUX, ASHLEY	1209 B 5TH AVE N	1209	5TH AVE N	<Null>	NASHVILLE	TN	37208	1209 B 5TH AVE N	NASHVILLE	TN	US	37208
082090C00400C O	0	DONALD JAMES ALLEN DECLARATION OF TRUST	1209 A 5TH AVE N	1209	5TH AVE N	<Null>	NASHVILLE	TN	37208	6 E. MONROE ST, STE 300	CHICAGO	IL	US	60603
082090C00500C O	0	LEE, CAROLINE & COLE, REBEL A.	1205 B 5TH AVE N	1205	5TH AVE N	<Null>	NASHVILLE	TN	37208	1205 N 5TH AVE UNIT B	NASHVILLE	TN	US	37208
082090C00600C O	0	OBEIDAT, FIRAS M & CORI JEAN	1205 A 5TH AVE N	1205	5TH AVE N	<Null>	NASHVILLE	TN	37208	1205 A 5TH AVE N	NASHVILLE	TN	US	37208
082090C00700C O	0	GOODMAN, DAVID	1207 A 5TH AVE N	1207	5TH AVE N	<Null>	NASHVILLE	TN	37208	1207 A 5TH AVE N	NASHVILLE	TN	US	37208
082090C00800C O	0	SHICK, ROBERT W., JR.	1207 B 5TH AVE N	1207	5TH AVE N	<Null>	NASHVILLE	TN	37208	1207 B 5TH AVE N	NASHVILLE	TN	US	37208
082090C00900C O	0.46	O.I.C. GERMANTOWN COURT CONDO	1211 C 5TH AVE N	1211	5TH AVE N	<Null>	NASHVILLE	TN	37208	P O BOX 22015	NASHVILLE	TN	US	37202
081120B00100C O	2.12	GIFFORD, CHELSEA IRREVOCABLE TRUST, THE	0 ROSA L PARKS BLVD	0	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	2400 SUNSET PL	NASHVILLE	TN	US	37212
081120B10100C O	0	FINE, DUSTIN	1400 ROSA L PARKS BLVD 101	1400	ROSA L PARKS BLVD	101	NASHVILLE	TN	37208	1400 ROSA L. PARKS BLVD UNIT 101	NASHVILLE	TN	US	37208
081120B10200C O	0	GRIFFIN, DAYTON JR.	1400 ROSA L PARKS BLVD 102	1400	ROSA L PARKS BLVD	102	NASHVILLE	TN	37208	1400 ROSA PARK BV # 102	NASHVILLE	TN	US	37208
081120B10300C O	0	CROUT, GEOFFREY T	1400 ROSA L PARKS BLVD 103	1400	ROSA L PARKS BLVD	103	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD	NASHVILLE	TN	US	37208
081120B10400C O	0	MCFERRAN, TAYLOR MITCHELL	1400 ROSA L PARKS BLVD 104	1400	ROSA L PARKS BLVD	104	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 104	NASHVILLE	TN	US	37208
081120B10500C O	0	GUMS, JOSEPH H. & DAWN R.	1400 ROSA L PARKS BLVD 105	1400	ROSA L PARKS BLVD	105	NASHVILLE	TN	37208	115 MOKELUMNE RIVER DR	LODI	CA	US	95240
081120B10600C O	0	MADZIN, MICHAEL	1400 ROSA L PARKS BLVD 106	1400	ROSA L PARKS BLVD	106	NASHVILLE	TN	37208	1400 ROSA PARKS BLVD #106	NASHVILLE	TN	US	37208

081120B10700C O	0	GLOVER, ROBERT J.	1400 ROSA L PARKS BLVD 107	1400	ROSA L PARKS BLVD	107	NASHVILLE	TN	37208	700 MOHAWK DR	NASHVILLE	TN	US	37205
081120B10900C O	0	BROOKS, MICHELLE & CHA, YONG	1400 ROSA L PARKS BLVD 109	1400	ROSA L PARKS BLVD	109	NASHVILLE	TN	37208	2216 GLENMARY AVE	LOUISVILLE	KY	US	40204
081120B11000C O	0	DIN, RICHARD	1400 ROSA L PARKS BLVD 110	1400	ROSA L PARKS BLVD	110	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 110	NASHVILLE	TN	US	37208
081120B11100C O	0	BASTIN, CHRIS & JULIANA	1400 ROSA L PARKS BLVD 111	1400	ROSA L PARKS BLVD	111	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 111	NASHVILLE	TN	US	37208
081120B11200C O	0	KIVA STUDIOS OF NASHVILLE GP	1400 ROSA L PARKS BLVD 112	1400	ROSA L PARKS BLVD	112	NASHVILLE	TN	37208	112 THE COMMONS DR	NASHVILLE	TN	US	37215
081120B11400C O	0	LEHNING-EDWARDS REVOCABLE LIVING TRUST	1400 ROSA L PARKS BLVD 114	1400	ROSA L PARKS BLVD	114	NASHVILLE	TN	37208	1400 ROSA L. PARKS BLVD 114	NASHVILLE	TN	US	37208
081120B11500C O	0	LEHNING-EDWARDS REVOCABLE LIVING TRUST	1400 ROSA L PARKS BLVD 115	1400	ROSA L PARKS BLVD	115	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 115	NASHVILLE	TN	US	37208
081120B20100C O	0	PASSONI, STEFANO & ZANARDI, FEDERICA	1400 ROSA L PARKS BLVD 201	1400	ROSA L PARKS BLVD	201	NASHVILLE	TN	37208	1400 ROSA L. PARKS BLVD 201	NASHVILLE	TN	US	37208
081120B20300C O	0	BLOOM, THOMAS F. & NORTON, HELEN B.(LEE)	1400 ROSA L PARKS BLVD 203	1400	ROSA L PARKS BLVD	203	NASHVILLE	TN	37208	911 MARENGO LN	NASHVILLE	TN	US	37204
081120B20400C O	0	WELDON, JOHN M. & ROSEMARY	1400 ROSA L PARKS BLVD 204	1400	ROSA L PARKS BLVD	204	NASHVILLE	TN	37208	815 BROOKHOLLOW RD	NASHVILLE	TN	US	37205
081120B20500C O	0	REESE, PAUL II	1400 ROSA L PARKS BLVD 205	1400	ROSA L PARKS BLVD	205	NASHVILLE	TN	37208	1400 ROSA L. PARKS BLVD # 205	NASHVILLE	TN	US	37208
081120B20600C O	0	MILLER, JACK & STUTTS, ROBERT	1400 ROSA L PARKS BLVD 206	1400	ROSA L PARKS BLVD	206	NASHVILLE	TN	37208	4410 GRANNY WHITE PK	NASHVILLE	TN	US	37204
081120B20700C O	0	MILLER, JACK & STUTTS, ROBERT	1400 ROSA L PARKS BLVD 207	1400	ROSA L PARKS BLVD	207	NASHVILLE	TN	37208	4410 GRANNY WHITE PK	NASHVILLE	TN	US	37204
081120B20800C O	0	LUMMUS, MELISSA	1400 ROSA L PARKS BLVD 208	1400	ROSA L PARKS BLVD	208	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 208	NASHVILLE	TN	US	37208
081120B20900C O	0	RAMAGE, ELIZABETH	1400 ROSA L PARKS BLVD 209	1400	ROSA L PARKS BLVD	209	NASHVILLE	TN	37208	1400 ROSA L PARKS BV # 209	NASHVILLE	TN	US	37208
081120B21000C O	0	DENNY, BRANDON	1400 ROSA L PARKS BLVD 210	1400	ROSA L PARKS BLVD	210	NASHVILLE	TN	37208	1400 ROSA L PARKS BV # 210	NASHVILLE	TN	US	37208
081120B21100C O	0	HOLT, MATTHEW R.	1400 ROSA L PARKS BLVD 211	1400	ROSA L PARKS BLVD	211	NASHVILLE	TN	37208	195 15TH ST APT B4	BROOKLYN	NY	US	11215
081120B21300C O	0	MAYS, RACHEL L.	1400 ROSA L PARKS BLVD 213	1400	ROSA L PARKS BLVD	213	NASHVILLE	TN	37208	1400 ROSA L. PARKS BLVD 213	NASHVILLE	TN	US	37208
081120B21500C O	0	OPEN YOUR ART, LLC	1400 ROSA L PARKS BLVD 215	1400	ROSA L PARKS BLVD	215	NASHVILLE	TN	37208	30 N LASALLE ST 1232 C/O SIMPSON ESTATES	CHICAGO	IL	US	60602
081120B30100C O	0	WOODROW, KRISTIN	1400 ROSA L PARKS BLVD 301	1400	ROSA L PARKS BLVD	301	NASHVILLE	TN	37208	2198 MCDONALD AVE	DUPONT	WA	US	98327

081120B30200C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	SNOW, JOHN THOMAS & STACY	BLVD 302	1400	BLVD	302	NASHVILLE	TN	37208	BLVD # 302	NASHVILLE	TN	US	37208
081120B30300C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS BV				
O	0	WARREN, STRYKER, JR., TRUSTEE	BLVD 303	1400	BLVD	303	NASHVILLE	TN	37208	NO 303	NASHVILLE	TN	US	37208
081120B30500C			1400 ROSA L PARKS		ROSA L PARKS									
O	0	PETRAGLIA, ANGELO T. & JESSICA EULENE SHERMAN	BLVD 305	1400	BLVD	305	NASHVILLE	TN	37208	1510 CLAYTON AVE	NASHVILLE	TN	US	37212
081120B30600C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	ANDERSON, MICHAEL C.	BLVD 306	1400	BLVD	306	NASHVILLE	TN	37208	BLVD 306	NASHVILLE	TN	US	37208
081120B30700C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	KESSLER, STUART A. & MARGARET D.	BLVD 307	1400	BLVD	307	NASHVILLE	TN	37208	BLVD 307	NASHVILLE	TN	US	37208
081120B40600C			1400 ROSA L PARKS		ROSA L PARKS									
O	0	SANTONASTASO, KEVIN & KIM	BLVD 406	1400	BLVD	406	NASHVILLE	TN	37208	504 RAFE CT	FRANKLIN	TN	US	37064
081120B40700C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L. PARKS				
O	0	DESAI, PARAG	BLVD 407	1400	BLVD	407	NASHVILLE	TN	37208	BLVD # 407	NASHVILLE	TN	US	37208
081120B40900C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	SMITH, MELVIN JR	BLVD 409	1400	BLVD	409	NASHVILLE	TN	37208	BLVD 409	NASHVILLE	TN	US	37208
081120B41000C			1400 ROSA L PARKS		ROSA L PARKS					3757 NORTHWEST 52ND	BOCA			
O	0	POPESCU, STEFAN	BLVD 410	1400	BLVD	410	NASHVILLE	TN	37208	ST	RATON	FL	US	33496
081120B41100C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	CASTEEL, SETH & KEITH W	BLVD 411	1400	BLVD	411	NASHVILLE	TN	37208	BLVD 411	NASHVILLE	TN	US	37208
081120B41200C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS BV #				
O	0	PMC (USA) CORP.	BLVD 412	1400	BLVD	412	NASHVILLE	TN	37208	412	NASHVILLE	TN	US	37208
081120B30800C			1400 ROSA L PARKS		ROSA L PARKS					2600 HILLSBORO PK APT				
O	0	COHEN, JEFFREY H. & RICHARD A. & ELAINE	BLVD 308	1400	BLVD	308	NASHVILLE	TN	37208	305	NASHVILLE	TN	US	37212
081120B30900C			1400 ROSA L PARKS		ROSA L PARKS									
O	0	CHAFFIN, BLAKE	BLVD 309	1400	BLVD	309	NASHVILLE	TN	37208	P O BOX 128011	NASHVILLE	TN	US	37212
081120B31000C			1400 ROSA L PARKS		ROSA L PARKS									
O	0	DEES, CATHERINE ABIGAIL TERRY, TRUSTEE	BLVD 310	1400	BLVD	310	NASHVILLE	TN	37208	481 PROSPECT CIR	S PASADENA	CA	US	91030
081120B31200C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS BV				
O	0	WOODWARD, WILLIAM BRANDON & ERIN ANN	BLVD #312	1400	BLVD	312	NASHVILLE	TN	37208	312	NASHVILLE	TN	US	37208
081120B31300C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA PARKS BLVD				
O	0	TRISARNSRI, DUARG NATE	BLVD 313	1400	BLVD	313	NASHVILLE	TN	37208	#313	NASHVILLE	TN	US	37208
081120B40100C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	COWIE, JEFFERSON & MADELEINE CASAD	BLVD 401	1400	BLVD	401	NASHVILLE	TN	37208	BLVD 401	NASHVILLE	TN	US	37208
081120B40200C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	MONDAY, WENDY	BLVD 402	1400	BLVD	402	NASHVILLE	TN	37208	BLVD UNIT 402	NASHVILLE	TN	US	37208
081120B40300C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS BV #				
O	0	MABRY, MARK	BLVD 403	1400	BLVD	403	NASHVILLE	TN	37208	403	NASHVILLE	TN	US	37208
081120B40400C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	FRISKICS-WARREN, MARY K. & WILLIAM T.	BLVD 404	1400	BLVD	404	NASHVILLE	TN	37208	BLVD #404	NASHVILLE	TN	US	37208
081120B40500C			1400 ROSA L PARKS		ROSA L PARKS					1400 ROSA L PARKS				
O	0	EDWARDS, WESLEY A.	BLVD 405	1400	BLVD	405	NASHVILLE	TN	37208	BLVD 405	NASHVILLE	TN	US	37208

082090D00100C														
O	0	BOYLAN, PAMELA K.	308 TAYLOR ST	308	TAYLOR ST	<Null>	NASHVILLE	TN	37208	308 TAYLOR ST	NASHVILLE	TN	US	37208
082090D00200C														
O	0	NORRBOM, DAVID P.	306 TAYLOR ST	306	TAYLOR ST	<Null>	NASHVILLE	TN	37208	306 TAYLOR ST	NASHVILLE	TN	US	37208
082090D00300C														
O	0	O.I.C. THE TAYLOR TOWNHOUSE	308 B TAYLOR ST	308	TAYLOR ST	<Null>	NASHVILLE	TN	37208	308 B TAYLOR ST	NASHVILLE	TN	US	37208
08209048700	0.09	COFFMAN, TIMOTHY A. & UNERTL, KIM M.	1313 7TH AVE N	1313	7TH AVE N	<Null>	NASHVILLE	TN	37208	1313 7TH AV N	NASHVILLE	TN	US	37208
082090F01000C														
O	0	O.I.C. 1200 FIFTH AVENUE NORTH CONDOMINIUMS	1200 5TH AVE N	1200	5TH AVE N	<Null>	NASHVILLE	TN	37208	1205 DIVISION ST C/O FIRST MANAGEMENT	NASHVILLE	TN	US	37203
082090F00100C										P O BOX 23857 C/O				
O	0	GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 104	1200	5TH AVE N	104	NASHVILLE	TN	37208	FREEMAN WEBB	NASHVILLE	TN	US	37202
082090F00200C										P O BOX 23857 C/O				
O	0	GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 102	1200	5TH AVE N	102	NASHVILLE	TN	37208	FREEMAN WEBB	NASHVILLE	TN	US	37202
082090F00300C										P O BOX 23857 C/O				
O	0	GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 100	1200	5TH AVE N	100	NASHVILLE	TN	37208	FREEMAN WEBB	NASHVILLE	TN	US	37202
082090F00400C										1200 5TH AVE N UNIT				
O	0	RICHARDS, NICHOLAS	1200 5TH AVE N 412	1200	5TH AVE N	412	NASHVILLE	TN	37208	412	NASHVILLE	TN	US	37208
082090F00500C										1595 MALLORY LN STE	BRENTWOO			
O	0	4FP, LLC	1200 5TH AVE N 414	1200	5TH AVE N	414	NASHVILLE	TN	37208	100	D	TN	US	37027
082090F00600C														
O	0	UPADHYAYA, VIJAY K.	1200 5TH AVE N 416	1200	5TH AVE N	416	NASHVILLE	TN	37208	2002 LINDELL AV	NASHVILLE	TN	US	37203
082090F00700C														
O	0	TIERNEY, NATHAN & LEEZA	1200 5TH AVE N 418	1200	5TH AVE N	418	NASHVILLE	TN	37208	11208 CROSSLAND DR	AUSTIN	TX	US	78726
082090F00800C														
O	0	GASTON, GARY FLOYD	1200 5TH AVE N 420	1200	5TH AVE N	420	NASHVILLE	TN	37208	420 MADISON ST	NASHVILLE	TN	US	37208
082090F00900C														
O	0	GASTON, GARY	1200 5TH AVE N 422	1200	5TH AVE N	422	NASHVILLE	TN	37208	1200 5TH AVE #422	NASHVILLE	TN	US	37208
082090I00200CO	0	MOORE, STEPHANIE A.	310 TAYLOR ST	310	TAYLOR ST	<Null>	NASHVILLE	TN	37208	3635 VALLEY VISTA RD	NASHVILLE	TN	US	37205
082090I00300CO	0	HIERS, CHERYL LOUISE	1400 4TH AVE N	1400	4TH AVE N	<Null>	NASHVILLE	TN	37208	2815 BLAIR BLVD	NASHVILLE	TN	US	37212
081120B01600C														
O	0	BERDAUS, ELAINE B. & CELANI, VICKI F.	1410 ROSA L PARKS BLVD 10	1410	ROSA L PARKS BLVD	10	NASHVILLE	TN	37208	P O BOX 8399	ATLANTA	GA	US	31106
081120B01700C										1410 ROSA PARKS BLVD				
O	0	ISAACSON, ELINE	1410 ROSA L PARKS BLVD 20	1410	ROSA L PARKS BLVD	20	NASHVILLE	TN	37208	#20	NASHVILLE	TN	US	37208
081120B01800C														
O	0	HERRON, ROY B. & MILLER-HERRON, NANCY CAROL	1410 ROSA L PARKS BLVD 30	1410	ROSA L PARKS BLVD	30	NASHVILLE	TN	37208	BOX 5	DRESDEN	TN	US	38225
081120B01900C										1410 ROSA L PARKS				
O	0	HENDRICKSON, ELLEN ALEXANDRA	BLVD 50	1410	BLVD	50	NASHVILLE	TN	37208	BLVD 50	NASHVILLE	TN	US	37208

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081120B23100C O	0	KCG, LLC	1400 ROSA L PARKS BLVD 231	1400	ROSA L PARKS BLVD	231	NASHVILLE	TN	37208	204 BRAMERTON CT	FRANKLIN	TN	US	37069
081120B23200C O	0	PLOTNER, CHRISTINE J.	1400 ROSA L PARKS BLVD 232	1400	ROSA L PARKS BLVD	232	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD # 232	NASHVILLE	TN	US	37208
081120B23300C O	0	CORRICELLI, MIKEL & ROSEMARY	1400 ROSA L PARKS BLVD 233	1400	ROSA L PARKS BLVD	233	NASHVILLE	TN	37208	1400 ROSA L PARK BLVD #233	NASHVILLE	TN	US	37208
081120B31600C O	0	PADDOCK, CARRIE	1400 ROSA L PARKS BLVD 316	1400	ROSA L PARKS BLVD	316	NASHVILLE	TN	37208	1400 ROSA L PARKS BV # 316	NASHVILLE	TN	US	37208
081120B31700C O	0	BROWNELL, SARAH	1400 ROSA L PARKS BLVD 317	1400	ROSA L PARKS BLVD	317	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 317	NASHVILLE	TN	US	37208
081120B31800C O	0	REED, MARY WESLYN	1400 ROSA L PARKS BLVD 318	1400	ROSA L PARKS BLVD	318	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 318	NASHVILLE	TN	US	37208
081120B31900C O	0	BRADSHAW, MICHAEL A	1400 ROSA L PARKS BLVD 319	1400	ROSA L PARKS BLVD	319	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD #319	NASHVILLE	TN	US	37208
081120B32000C O	0	WILFAND, ALEX ROSS	1400 ROSA L PARKS BLVD 320	1400	ROSA L PARKS BLVD	320	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 320	NASHVILLE	TN	US	37208
081120B32100C O	0	STANLEY, ANGELA R.	1400 ROSA L PARKS BLVD 321	1400	ROSA L PARKS BLVD	321	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD #321	NASHVILLE	TN	US	37208
081120B32200C O	0	MORRISON, DANIEL	1400 ROSA L PARKS BLVD 322	1400	ROSA L PARKS BLVD	322	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD #322	NASHVILLE	TN	US	37208
081120B32300C O	0	RAMEZANIFAR, AZZIEN & JAVAD & PARSА, AZAR	1400 ROSA L PARKS BLVD 323	1400	ROSA L PARKS BLVD	323	NASHVILLE	TN	37208	1400 ROSA L PARKS BV # P O BOX 672	BRENTWOO D	TN	US	37024
081120B32500C O	0	ROTHAUSER, ROBERT	1400 ROSA L PARKS BLVD 325	1400	ROSA L PARKS BLVD	325	NASHVILLE	TN	37208	1400 ROSA L PARKS 325	NASHVILLE	TN	US	37208
081120B33000C O	0	PECK, TRACY	1400 ROSA L PARKS BLVD 330	1400	ROSA L PARKS BLVD	330	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 330	NASHVILLE	TN	US	37208
081120B33100C O	0	STD PROPERTIES, LLC	1400 ROSA L PARKS BLVD 331	1400	ROSA L PARKS BLVD	331	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD #331	NASHVILLE	TN	US	37208
081120B33200C O	0	OZMENT, ELIZABETH B. & ALEJANDRO BENITO	1400 ROSA L PARKS BLVD 332	1400	ROSA L PARKS BLVD	332	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD 332	NASHVILLE	TN	US	37208
081120B33300C O	0	WALLACE, WILLIAM C., II & JENNIFER	1400 ROSA L PARKS BLVD 333	1400	ROSA L PARKS BLVD	333	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD #333	NASHVILLE	TN	US	37208
081120B41800C O	0	ELLIS, ANDREW B.	1400 ROSA L PARKS BLVD 418	1400	ROSA L PARKS BLVD	418	NASHVILLE	TN	37208	1400 ROSA PARKS BLVD # 418	NASHVILLE	TN	US	37208
081120B43000C O	0	TWENTY ONE FOREVER, LLC	1400 ROSA L PARKS BLVD 430	1400	ROSA L PARKS BLVD	430	NASHVILLE	TN	37208	1400 ROSA L PARKS BLVD # 430	NASHVILLE	TN	US	37208
082090I00400CO	0.14	O.I.C. CORNER GROCERY CONDOS	312 B TAYLOR ST	312	TAYLOR ST	<Null>	NASHVILLE	TN	37208	312 TAYLOR ST	NASHVILLE	TN	US	37208
082090I00100CO	0	KRUPPA, ADINA	312 TAYLOR ST	312	TAYLOR ST	<Null>	NASHVILLE	TN	37208	4844 BELLANN RD	COLUMBUS	OH	US	43221
082090K00100C O	0	LEAHEY, ANDREW C. & EMILY M.	1318 A 4TH AVE N	1318	4TH AVE N	<Null>	NASHVILLE	TN	37208	1318 4TH AVE N	NASHVILLE	TN	US	37208

082090K00200C O	0	MICHALOWSKI, PIOTR & RELYEA, DEANNA	1318 B 4TH AVE N	1318	4TH AVE N	<Null>	NASHVILLE	TN	37208	1318 4TH AV N UNIT B	NASHVILLE	TN	US	37208
082090K00300C O	0.12	O.I.C. 1318 4TH AVENUE TOWNHOMES AMENDED	1318 C 4TH AVE N	1318	4TH AVE N	<Null>	NASHVILLE	TN	37208	1402 4TH AVE N	NASHVILLE	TN	US	37208
08205017000	0.34	WOODLAND STREET PARTNERS, LLC	0 3RD AVE N	0	3RD AVE N	<Null>	NASHVILLE	TN	37208	308 TAYLOR ST STE 202	NASHVILLE	TN	US	37208
08209049300	0.14	GERMANTOWN II, LLC	1306 3RD AVE N	1306	3RD AVE N	<Null>	NASHVILLE	TN	37208	P O BOX 120897	NASHVILLE	TN	US	37212
08209049100	0.09	LFM REAL ESTATE, LLC	1310 A 3RD AVE N	1310	3RD AVE N	<Null>	NASHVILLE	TN	37208	1312 3RD AVE N C/O DAN SHOCKLEY	NASHVILLE	TN	US	37208
08209049200	0.09	LFM REAL ESTATE, LLC	1308 A 3RD AVE N	1308	3RD AVE N	<Null>	NASHVILLE	TN	37208	1312 3RD AVE N C/O DAN SHOCKLEY	NASHVILLE	TN	US	37208
082090P00100C O	0.14	O.I.C. SUMMER STREET LOFTS	1201 5TH AVE N	1201	5TH AVE N	<Null>	NASHVILLE	TN	37208	1200 5TH AV N STE 104	NASHVILLE	TN	US	37208
082090P10100C O	0	CMG HOLDING, LLC	500 MADISON ST 101	500	MADISON ST	101	NASHVILLE	TN	37208	2702 MORENA ST	NASHVILLE	TN	US	37208
082090P10200C O	<Null>	DOBROVOLSKY, SASHA	500 MADISON ST 102	500	MADISON ST	102	NASHVILLE	TN	37208	500 MADISON ST # 102	NASHVILLE	TN	US	37208
082090P10300C O	0	MATTINGLY, ASHLEY SIMPSON & PHILLIP JR.	500 MADISON ST 103	500	MADISON ST	103	NASHVILLE	TN	37208	500 MADISON ST # 103	NASHVILLE	TN	US	37208
082090P10400C O	<Null>	VAUGHAN, ROBERT	500 MADISON ST 104	500	MADISON ST	104	NASHVILLE	TN	37208	500 MADISON ST # 104	NASHVILLE	TN	US	37208
082090P10500C O	0	MADSTREET, LLC	500 MADISON ST 105	500	MADISON ST	105	NASHVILLE	TN	37208	700 VAIL CT C/O MICHAEL HAGE	NASHVILLE	TN	US	37215
082090P10600C O	<Null>	KETE, LOUIS RILEY	500 MADISON ST 106	500	MADISON ST	106	NASHVILLE	TN	37208	500 MADISON ST	NASHVILLE	TN	US	37208
082090P10700C O	0	GERMANTOWN PARTNERS, LLC	500 MADISON ST 107	500	MADISON ST	107	NASHVILLE	TN	37208	P O BOX 23857 C/O FREEMAN WEBB	NASHVILLE	TN	US	37202
082090P20200C O	<Null>	GERMANTOWN PARTNERS, LLC	1201 5TH AVE N 202	1201	5TH AVE N	202	NASHVILLE	TN	37208	P O BOX 23857 C/O FREEMAN WEBB	NASHVILLE	TN	US	37202
082090P20300C O	<Null>	BO, RENO	1201 5TH AVE N 203	1201	5TH AVE N	203	NASHVILLE	TN	37208	1201 5TH AVE N UNIT 203	NASHVILLE	TN	US	37208
082090P30100C O	<Null>	CLARK, DENNIS W.	1201 5TH AVE N 101	1201	5TH AVE N	101	NASHVILLE	TN	37208	4969 TYNE RIDGE CT	NASHVILLE	TN	US	37220
082090M00100C O	<Null>	HENRY, GREER MAHONEY & MICHAEL RONALD	415 VAN BUREN ST	415	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	415 VAN BUREN ST	NASHVILLE	TN	US	37208
082090M00200C O	<Null>	STREET, TIFFANY K	417 VAN BUREN ST	417	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	417 VAN BUREN ST	NASHVILLE	TN	US	37208
082090M00500C O	0.12	O.I.C. D.T. MCGAVOCK H.O.A.	417 B VAN BUREN ST	417	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	1520 GRAYBAR LN	NASHVILLE	TN	US	37215
082090P30200C O	<Null>	SOROUSHAZARI, SIMIN	1201 5TH AVE N 102	1201	5TH AVE N	102	NASHVILLE	TN	37208	2706 SUNSET PL	NASHVILLE	TN	US	37212

082090P30300C O	<Null>	TRIGIANI, MICHAEL A.	1201 5TH AVE N 103	1201	5TH AVE N	103	NASHVILLE	TN	37208	1617 7TH AVE N	NASHVILLE	TN	US	37208
082130D00100C O	0.24	O.I.C. GERMANTOWN MADISON SQUARE CONDOMINIUMS	508 MADISON ST	508	MADISON ST	<Null>	NASHVILLE	TN	37208	2206 21ST AV S	NASHVILLE	TN	US	37212
082130D10100C O	<Null>	BAUGH, GARY A. & DENISE	1204 6TH AVE N	1204	6TH AVE N	<Null>	NASHVILLE	TN	37208	1650 SUNSET PARK DR E	NOLENSVILL	TN	US	37135
082130D10200C O	<Null>	TOCZYLOWSKI, SAMUEL & KATHERINE	1202 6TH AVE N	1202	6TH AVE N	<Null>	NASHVILLE	TN	37208	1206 6TH AVE N	NASHVILLE	TN	US	37208
082130D10300C O	<Null>	COHEN, ANDREW	522 MADISON ST	522	MADISON ST	<Null>	NASHVILLE	TN	37208	522 MADISON ST	NASHVILLE	TN	US	37208
082130D10400C O	<Null>	HESSELD AHL - HARD, ASHLEY K	520 MADISON ST	520	MADISON ST	<Null>	NASHVILLE	TN	37208	520 MADISON ST	NASHVILLE	TN	US	37203
082130D10500C O	<Null>	REVEREZA, IAN	518 MADISON ST	518	MADISON ST	<Null>	NASHVILLE	TN	37208	518 MADISON ST	NASHVILLE	TN	US	37208
082130D10600C O	<Null>	BLOOM, THOMAS FRANK & NORTON, HELEN B.	516 MADISON ST	516	MADISON ST	<Null>	NASHVILLE	TN	37208	911 MARENGO LN	NASHVILLE	TN	US	37204
082130D10700C O	<Null>	FOWLER, BLAIRE & MASSEY, JOANNE	514 MADISON ST	514	MADISON ST	<Null>	NASHVILLE	TN	37208	514 MADISON ST	NASHVILLE	TN	US	37208
082130D10800C O	<Null>	CLEMENTS, JOHN DEREK	512 MADISON ST	512	MADISON ST	<Null>	NASHVILLE	TN	37208	512 MADISON ST	NASHVILLE	TN	US	37208
082130D10900C O	<Null>	MEIER, TYLER & DANAE & ALWARDT, DARIN	510 MADISON ST	510	MADISON ST	<Null>	NASHVILLE	TN	37208	106 ELLERMAN RIDGE DR	FORISTELL	MO	US	63348
082130D20100C O	<Null>	HIMES, DOUGLAS & MARIANNE	508 MADISON ST 9	508	MADISON ST	9	NASHVILLE	TN	37208	508 MADISON ST # 9	NASHVILLE	TN	US	37208
082130D20200C O	<Null>	DENNEY, WILLIAM D.	508 MADISON ST 8	508	MADISON ST	8	NASHVILLE	TN	37208	508 MADISON ST 8	NASHVILLE	TN	US	37208
082130D20300C O	<Null>	GUTHRIE, EDWARD S. & RUTH	508 MADISON ST 7	508	MADISON ST	7	NASHVILLE	TN	37208	508 MADISON ST # 7	NASHVILLE	TN	US	37208
082130D20400C O	<Null>	CHUMLEY, JON M.	508 MADISON ST 6	508	MADISON ST	6	NASHVILLE	TN	37208	508 MADISON ST 6	NASHVILLE	TN	US	37208
082130D20500C O	<Null>	PETERSON, CHARLOTTE	508 MADISON ST 5	508	MADISON ST	5	NASHVILLE	TN	37208	4808 WEST FORK BLVD	CONROE	TX	US	77304
082130D20600C O	<Null>	GILANI, ASRA	508 MADISON ST 4	508	MADISON ST	4	NASHVILLE	TN	37208	508 MADISON ST 4	NASHVILLE	TN	US	37208
082130D20700C O	<Null>	BROWN, DERRICK S.	508 MADISON ST 3	508	MADISON ST	3	NASHVILLE	TN	37208	508 MADISON ST 3	NASHVILLE	TN	US	37208
082130D20800C O	<Null>	HUGHES, CAITLIN ELIZABETH & JAMES DESMOND	508 MADISON ST 2	508	MADISON ST	2	NASHVILLE	TN	37208	508 MADISON ST UNIT #2	NASHVILLE	TN	US	37208
082130D20900C O	<Null>	JERKOVIC, MLADEN	508 MADISON ST 1	508	MADISON ST	1	NASHVILLE	TN	37208	508 MADISON ST 1	NASHVILLE	TN	US	37208
081120B00300C O	4.94	O.I.C. WERTHAN LOFTS CONDOMINIUMS IV & V	1350 ROSA L PARKS BLVD	1350	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	513 THIRD AV S	NASHVILLE	TN	US	37210

081120B43200C O	<Null>	O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 7TH AMEND	1350 ROSA L PARKS BLVD 234	1350	ROSA L PARKS BLVD	234	NASHVILLE	TN	37208	2206 21ST AVE S STE 200	NASHVILLE	TN	US	37212
082090R00100C O	<Null>	BUI, BRYAN & SMITH, MARIAH	1234 5TH AVE N	1234	5TH AVE N	<Null>	NASHVILLE	TN	37208	1234 5TH AVE N	NASHVILLE	TN	US	37208
082090R00200C O	<Null>	EARL, MARK J. & SHANNON K.	1236 5TH AVE N	1236	5TH AVE N	<Null>	NASHVILLE	TN	37208	1236 5TH AVE N	NASHVILLE	TN	US	37208
082090R00300C O	<Null>	ZAGER, JEFFREY A	421 MONROE ST	421	MONROE ST	<Null>	NASHVILLE	TN	37208	421 MONROE ST	NASHVILLE	TN	US	37208
082090R00400C O	<Null>	REV'D UP HOLDINGS, LLC	419 MONROE ST	419	MONROE ST	<Null>	NASHVILLE	TN	37208	727 E MARYLAND AVE	PHOENIX	AZ	US	85014
082090R00500C O	<Null>	CHRISTENSON, DONALD E. & CHERYL L.	417 MONROE ST	417	MONROE ST	<Null>	NASHVILLE	TN	37208	417 MONROE ST	NASHVILLE	TN	US	37208
082090R00600C O	<Null>	CREASON, ROBERT B. & CINDY S.	415 MONROE ST	415	MONROE ST	<Null>	NASHVILLE	TN	37208	415 MONROE ST	NASHVILLE	TN	US	37208
082090R00900C O	0.15	O.I.C LUXUS GERMANTOWN	419 B MONROE ST	419	MONROE ST	<Null>	NASHVILLE	TN	37208	1200 5TH AV N STE 104	NASHVILLE	TN	US	37208
082090M00300C O	<Null>	MURPHY, MAUREEN P.	419 VAN BUREN ST	419	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	419 VAN BUREN ST	NASHVILLE	TN	US	37208
082090M00400C O	<Null>	KIENZLE, JACLYN	421 VAN BUREN ST	421	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	421 VAN BUREN ST	NASHVILLE	TN	US	37208
081120B43400C O	<Null>	MARTENS, PAULA L.	1340 ROSA L PARKS BLVD	1340	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1340 ROSA L PARKS BV	NASHVILLE	TN	US	37208
081120B43500C O	<Null>	PATTEN, CHERYL A.	1342 ROSA L PARKS BLVD	1342	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1342 ROSA L PARKS BLVD	NASHVILLE	TN	US	37208
081120B43600C O	<Null>	KOELLEIN, DAVID	1344 ROSA L PARKS BLVD	1344	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1344 ROSA PARKS BV T 3	NASHVILLE	TN	US	37208
081120B43700C O	<Null>	LANDIS FAMILY TRUST	1346 ROSA L PARKS BLVD	1346	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1676 WATERVIEW PL	NIPOMO	CA	US	93444
081120B43800C O	<Null>	RAY, ROGER ALLEN & BEBE BETH	1348 ROSA L PARKS BLVD	1348	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208	1348 ROSA L PARKS BLVD # T5	NASHVILLE	TN	US	37208
081120B43900C O	<Null>	BENNETTE, NIKIA	1350 ROSA L PARKS BLVD 201	1350	ROSA L PARKS BLVD	201	NASHVILLE	TN	37208	1350 ROSA PARKS BV # 201	NASHVILLE	TN	US	37208
081120B44000C O	<Null>	ENGLE, KENNETH	1350 ROSA L PARKS BLVD 202	1350	ROSA L PARKS BLVD	202	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #202	NASHVILLE	TN	US	37208
081120B44100C O	<Null>	LAO LLC	1350 ROSA L PARKS BLVD 203	1350	ROSA L PARKS BLVD	203	NASHVILLE	TN	37208	5424 OVERTON RD	NASHVILLE	TN	US	37220
081120B44200C O	<Null>	PSALTIRAS, ANN ARTEMIS	1350 ROSA L PARKS BLVD 204	1350	ROSA L PARKS BLVD	204	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 204	NASHVILLE	TN	US	37208
081120B44300C O	<Null>	GERELICK, JERRY & LARRAINE	1350 ROSA L PARKS BLVD 205	1350	ROSA L PARKS BLVD	205	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 205	NASHVILLE	TN	US	37208
081120B44400C O	<Null>	COHEN, MICHAEL A. & MARY	1350 ROSA L PARKS BLVD 206	1350	ROSA L PARKS BLVD	206	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 206	NASHVILLE	TN	US	37208

081120B44500C O	<Null>	CALDWELL, DONALD & TERRI SUE	1350 ROSA L PARKS BLVD 207	1350	ROSA L PARKS BLVD	207	NASHVILLE	TN	37208	P O BOX 2526	LUBBOCK	TX	US	79408
081120B44600C O	<Null>	PERRIN, JAMES W.	1350 ROSA L PARKS BLVD 208	1350	ROSA L PARKS BLVD	208	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD # 208	NASHVILLE	TN	US	37208
081120B44700C O	<Null>	TITE, STEPHEN N.	1350 ROSA L PARKS BLVD 209	1350	ROSA L PARKS BLVD	209	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 209	NASHVILLE	TN	US	37208
081120B44800C O	<Null>	BAILEY, CHRISTINA MICHELLE	1350 ROSA L PARKS BLVD 210	1350	ROSA L PARKS BLVD	210	NASHVILLE	TN	37208	2521 BRYANT ST	SAN FRANCISCO	CA	US	94110
081120B44900C O	<Null>	O'BRIEN, MARTHA ASHLEY	1350 ROSA L PARKS BLVD 211	1350	ROSA L PARKS BLVD	211	NASHVILLE	TN	37208	204 BIG SPRINGS RD	BELL BUCKLE	TN	US	37020
081120B45000C O	<Null>	FRAANCESCON, BRITTANY	1350 ROSA L PARKS BLVD 212	1350	ROSA L PARKS BLVD	212	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 212	NASHVILLE	TN	US	37208
081120B45100C O	<Null>	FORSYTHE, EMILY	1350 ROSA L PARKS BLVD 213	1350	ROSA L PARKS BLVD	213	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 213	NASHVILLE	TN	US	37208
081120B45200C O	<Null>	KONDUS, JESSICA MEARS & TERRA J.	1350 ROSA L PARKS BLVD 214	1350	ROSA L PARKS BLVD	214	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD # 214	NASHVILLE	TN	US	37208
081120B45300C O	<Null>	POPESCU, STEFAN	1350 ROSA L PARKS BLVD 215	1350	ROSA L PARKS BLVD	215	NASHVILLE	TN	37208	3757 NORTHWEST 52ND ST	BOCA RATON	FL	US	33496
081120B45400C O	<Null>	IGNASIAK, KEELEY B	1350 ROSA L PARKS BLVD 216	1350	ROSA L PARKS BLVD	216	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 216	NASHVILLE	TN	US	37208
081120B45500C O	<Null>	PHILLIPS, RACHEL MARIE & DUANE ALGER	1350 ROSA L PARKS BLVD 217	1350	ROSA L PARKS BLVD	217	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #217	NASHVILLE	TN	US	37208
081120B45600C O	<Null>	BOLGER, KEVIN P & PHILIP C	1350 ROSA L PARKS BLVD 218	1350	ROSA L PARKS BLVD	218	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 218	NASHVILLE	TN	US	37208
081120B45700C O	<Null>	BUTCHER, LAURA	1350 ROSA L PARKS BLVD 219	1350	ROSA L PARKS BLVD	219	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 219	NASHVILLE	TN	US	37208
081120B45800C O	<Null>	FUGELSANG, LISA M & ADORNETTO, JOHN	1350 ROSA L PARKS BLVD 220	1350	ROSA L PARKS BLVD	220	NASHVILLE	TN	37208	1350 ROSA L PARKS 740 S 7TH ST	LINDENHURST	NY	US	11757
081120B45900C O	<Null>	BURRESS, SUSAN ANDRE'	1350 ROSA L PARKS BLVD 221	1350	ROSA L PARKS BLVD	221	NASHVILLE	TN	37208	PSC 10 #1447	APO	AE	US	09142
081120B46000C O	<Null>	PUCKETT, LUCAS HOLLAND	1350 ROSA L PARKS BLVD 222	1350	ROSA L PARKS BLVD	222	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 222	NASHVILLE	TN	US	37208
081120B46100C O	<Null>	EHRLER, STEPHEN	1350 ROSA L PARKS BLVD 223	1350	ROSA L PARKS BLVD	223	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 223	NASHVILLE	TN	US	37208
081120B46200C O	<Null>	DUNCAN, JENNIFER F.	1350 ROSA L PARKS BLVD 224	1350	ROSA L PARKS BLVD	224	NASHVILLE	TN	37208	6501 RED HOOK PLAZA STE 201	ST THOMAS	VI	US	00802
081120B46300C O	<Null>	TURNER, MARK F.	1350 ROSA L PARKS BLVD 225	1350	ROSA L PARKS BLVD	225	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD # 225	NASHVILLE	TN	US	37208
081120B46400C O	<Null>	SCUDERI, BENJAMIN	1350 ROSA L PARKS BLVD 226	1350	ROSA L PARKS BLVD	226	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD 226	NASHVILLE	TN	US	37208

081120B46500C O	<Null>	JOINER, JEREMY JAY	1350 ROSA L PARKS BLVD 227	1350	ROSA L PARKS BLVD 227	227	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 227	NASHVILLE	TN	US	37208
081120B46600C O	<Null>	NEAL, COREY W. & KATHRYN A.	1350 ROSA L PARKS BLVD 228	1350	ROSA L PARKS BLVD 228	228	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 228	NASHVILLE	TN	US	37208
081120B46700C O	<Null>	THAHANE, EDITH & TIMOTHY	1350 ROSA L PARKS BLVD 229	1350	ROSA L PARKS BLVD 229	229	NASHVILLE	TN	37208	3426 ASTON ST	ANNANDALE	VA	US	22003
081120B46800C O	<Null>	KEIFFER, BRADLEY D.	1350 ROSA L PARKS BLVD 230	1350	ROSA L PARKS BLVD 230	230	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD STE 230	NASHVILLE	TN	US	37208
081120B46900C O	<Null>	SCHNEIDER, RYANN M. & SELEWSKI, JAMES D., JR.	1350 ROSA L PARKS BLVD 231	1350	ROSA L PARKS BLVD 231	231	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #231	NASHVILLE	TN	US	37208
081120B47000C O	<Null>	O'LEARY, JARED & JENNEY, CHELSEA	1350 ROSA L PARKS BLVD 232	1350	ROSA L PARKS BLVD 232	232	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 232	NASHVILLE	TN	US	37208
081120B47100C O	<Null>	BROWN, LATASHA NICHOLE	1350 ROSA L PARKS BLVD 233	1350	ROSA L PARKS BLVD 233	233	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 233	NASHVILLE	TN	US	37208
081120B47200C O	<Null>	DULEY, CAROLINE V. & SUZANNE L.	1350 ROSA L PARKS BLVD 301	1350	ROSA L PARKS BLVD 301	301	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 301	NASHVILLE	TN	US	37208
081120B47300C O	<Null>	BRADLEY, KEVIN C.	1350 ROSA L PARKS BLVD 302	1350	ROSA L PARKS BLVD 302	302	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD # 302	NASHVILLE	TN	US	37208
081120B47400C O	<Null>	MANY, CHARLES PHILLIP & ZAHN, ROBERT WAYNE	1350 ROSA L PARKS BLVD 303	1350	ROSA L PARKS BLVD 303	303	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 303	NASHVILLE	TN	US	37208
081120B47500C O	<Null>	OGLETON, BENJAMIN, II	1350 ROSA L PARKS BLVD 304	1350	ROSA L PARKS BLVD 304	304	NASHVILLE	TN	37208	1350 ROSA PARKS BV # 304	NASHVILLE	TN	US	37208
081120B47600C O	<Null>	PUNCH, KRISTINA & SHOEMATE, ZACHARY	1350 ROSA L PARKS BLVD 305	1350	ROSA L PARKS BLVD 305	305	NASHVILLE	TN	37208	1350 ROSA PARKS BV # 305	NASHVILLE	TN	US	37208
081120B47700C O	<Null>	JANUSEK, JOHN W. & GUENGERICH, ANNA KATHERINE	1350 ROSA L PARKS BLVD 306	1350	ROSA L PARKS BLVD 306	306	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #306	NASHVILLE	TN	US	37208
081120B47800C O	<Null>	WOLFE INVESTMENTS LIMITED PARTNERSHIP	1350 ROSA L PARKS BLVD 307	1350	ROSA L PARKS BLVD 307	307	NASHVILLE	TN	37208	11406 STRATHAM LOOP	ESTERO	FL	US	33928
081120B47900C O	<Null>	CARVALLO, RAQUEL	1350 ROSA L PARKS BLVD 308	1350	ROSA L PARKS BLVD 308	308	NASHVILLE	TN	37208	3302 W ECHO LN	PHOENIX	AZ	US	85051
081120B48000C O	<Null>	READ, AMY E. & BERTRAM, KATHERINE	1350 ROSA L PARKS BLVD 309	1350	ROSA L PARKS BLVD 309	309	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 309	NASHVILLE	TN	US	37208
081120B48100C O	<Null>	MERANI, REBER & HASSAN & JEHAN	1350 ROSA L PARKS BLVD 310	1350	ROSA L PARKS BLVD 310	310	NASHVILLE	TN	37208	1313 FORT SUMTER PL D	NASHVILLE	TN	US	37027
081120B48200C O	<Null>	HAYMAN, KEITH W.	1350 ROSA L PARKS BLVD 311	1350	ROSA L PARKS BLVD 311	311	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 311	NASHVILLE	TN	US	37208
081120B48300C O	<Null>	BEZEK, BRANDY	1350 ROSA L PARKS BLVD 312	1350	ROSA L PARKS BLVD 312	312	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 312	NASHVILLE	TN	US	37208
081120B48400C O	<Null>	BUTLER, MICHAEL C. & NANCY M.	1350 ROSA L PARKS BLVD 313	1350	ROSA L PARKS BLVD 313	313	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 313	NASHVILLE	TN	US	37208
081120B48500C O	<Null>	SHAHGOLI, MANA	1350 ROSA L PARKS BLVD 314	1350	ROSA L PARKS BLVD 314	314	NASHVILLE	TN	37208	1350 ROSA PARKS BV #314	NASHVILLE	TN	US	37208

081120B48600C O	<Null>	BURTON, ANDREW MORGAN	1350 ROSA L PARKS BLVD 315	1350	ROSA L PARKS BLVD 315	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 315	NASHVILLE	TN	US	37208
081120B48700C O	<Null>	BECKER, GREG & STEPHANIE	1350 ROSA L PARKS BLVD 316	1350	ROSA L PARKS BLVD 316	NASHVILLE	TN	37208	4410 NEVADA AVE	NASHVILLE	TN	US	37209
081120B48800C O	<Null>	ZAHN, ROBERT W.	1350 ROSA L PARKS BLVD 317	1350	ROSA L PARKS BLVD 317	NASHVILLE	TN	37208	109 EVANDER ST	NASHVILLE	TN	US	37206
081120B48900C O	<Null>	HOSTRANDER, KENNETH	1350 ROSA L PARKS BLVD 318	1350	ROSA L PARKS BLVD 318	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 318	NASHVILLE	TN	US	37208
081120B49000C O	<Null>	TRISARRSRI, DUANG-JAI DONNA	1350 ROSA L PARKS BLVD 319	1350	ROSA L PARKS BLVD 319	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD #319	NASHVILLE	TN	US	37208
081120B49100C O	<Null>	WEIKERT GEORGIA PROPERTIES, LLC	1350 ROSA L PARKS BLVD 320	1350	ROSA L PARKS BLVD 320	NASHVILLE	TN	37208	3205 WYNN DR	AVONDALE ESTATES	GA	US	30002
081120B49200C O	<Null>	MUNLEY, LAUREN	1350 ROSA L PARKS BLVD 321	1350	ROSA L PARKS BLVD 321	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 321	NASHVILLE	TN	US	37208
081120B49300C O	<Null>	GOODHUE, BRONTE	1350 ROSA L PARKS BLVD 322	1350	ROSA L PARKS BLVD 322	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 322	NASHVILLE	TN	US	37208
081120B49400C O	<Null>	DESNOYERS, CHRISTINA R. & MARIE ASTRID	1350 ROSA L PARKS BLVD 323	1350	ROSA L PARKS BLVD 323	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #323	NASHVILLE	TN	US	37208
081120B49500C O	<Null>	CONWAY, KATHERINE L.	1350 ROSA L PARKS BLVD 324	1350	ROSA L PARKS BLVD 324	NASHVILLE	TN	37208	2202 A 11TH AVE S	NASHVILLE	TN	US	37204
081120B49600C O	<Null>	HAGAN, JAMIE	1350 ROSA L PARKS BLVD 325	1350	ROSA L PARKS BLVD 325	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD APT 325	NASHVILLE	TN	US	37208
081120B49700C O	<Null>	SORENSEN, LISA A. & SCHIMMEL, SCOTT F.	1350 ROSA L PARKS BLVD 326	1350	ROSA L PARKS BLVD 326	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #326	NASHVILLE	TN	US	37208
081120B49800C O	<Null>	NEEL, CHRISTOPHER	1350 ROSA L PARKS BLVD 327	1350	ROSA L PARKS BLVD 327	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 327	NASHVILLE	TN	US	37208
081120B49900C O	<Null>	ELY, EUGENE WESLEY & KIM	1350 ROSA L PARKS BLVD 328	1350	ROSA L PARKS BLVD 328	NASHVILLE	TN	37208	3719 HAMPTON AVE	NASHVILLE	TN	US	37215
081120B50000C O	<Null>	BOWERS, BARBARA	1350 ROSA L PARKS BLVD 329	1350	ROSA L PARKS BLVD 329	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 329	NASHVILLE	TN	US	37208
081120B50100C O	<Null>	ANDERSON, ABIGAIL D. & STEVEN J.	1350 ROSA L PARKS BLVD 330	1350	ROSA L PARKS BLVD 330	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 330	NASHVILLE	TN	US	37208
081120B50200C O	<Null>	CRASS, DAVID A. & WILDEMAN, ANNA J.	1350 ROSA L PARKS BLVD 331	1350	ROSA L PARKS BLVD 331	NASHVILLE	TN	37208	5815 WINDSONA CIR	FITCHBURG	WI	US	53711
081120B50300C O	<Null>	DAVIS, RONALD W. II	1350 ROSA L PARKS BLVD 332	1350	ROSA L PARKS BLVD 332	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 332	NASHVILLE	TN	US	37208
081120B50400C O	<Null>	MACKERT, JOHN R., III	1350 ROSA L PARKS BLVD 333	1350	ROSA L PARKS BLVD 333	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 333	NASHVILLE	TN	US	37208
081120B50500C O	<Null>	WHITE, LEW & DIANNE	1350 ROSA L PARKS BLVD 401	1350	ROSA L PARKS BLVD 401	NASHVILLE	TN	37208	3132 WHITE CEDAR PL	THOUSAND OAKS	CA	US	91362
081120B50600C O	<Null>	DEES, CATHERINE ABIGAIL TERRY TRUST	1350 ROSA L PARKS BLVD 402	1350	ROSA L PARKS BLVD 402	NASHVILLE	TN	37208	481 PROSPECT CIR	SOUTH PASADENA	CA	US	91030

081120B50700C O	<Null>	LOWRY, PATRICK O.	1350 ROSA L PARKS BLVD 403	1350	ROSA L PARKS BLVD	403	NASHVILLE	TN	37208	215 LYNNWOOD TER	NASHVILLE	TN	US	37205
081120B50800C O	<Null>	EPSTEIN, DIANA AUBALE	1350 ROSA L PARKS BLVD 404	1350	ROSA L PARKS BLVD	404	NASHVILLE	TN	37208	1601 5TH AVE N	NASHVILLE	TN	US	37208
081120B50900C O	<Null>	WOSIAK, TOMASZ ROMAN & LAURA	1350 ROSA L PARKS BLVD 405	1350	ROSA L PARKS BLVD	405	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 405	FRANKLIN	TN	US	37067
081120B51000C O	<Null>	BECKER, PAUL WAYNE	1350 ROSA L PARKS BLVD 406	1350	ROSA L PARKS BLVD	406	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 406	NASHVILLE	TN	US	37208
081120B51100C O	<Null>	BELL, PAUL STEVEN & E. MENIE	1350 ROSA L PARKS BLVD 407	1350	ROSA L PARKS BLVD	407	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 407	NASHVILLE	TN	US	37208
081120B51200C O	<Null>	LAGRANGE, TAYLOR & CHRISTIE	1350 ROSA L PARKS BLVD 408	1350	ROSA L PARKS BLVD	408	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD #408	NASHVILLE	TN	US	37208
081120B51300C O	<Null>	MACDONALD, PETER C. & MARGARET J.	1350 ROSA L PARKS BLVD 409	1350	ROSA L PARKS BLVD	409	NASHVILLE	TN	37208	4044 FT CAMPBELL BLVD PMB21	HOPKINSVILL E	KY	US	42240
081120B51400C O	<Null>	ICE, CHAD & SARAH	1350 ROSA L PARKS BLVD 410	1350	ROSA L PARKS BLVD	410	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 410	NASHVILLE	TN	US	37208
081120B51500C O	<Null>	MORRIS, RAKHEL A. & GRIFFIN J.	1350 ROSA L PARKS BLVD 411	1350	ROSA L PARKS BLVD	411	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD	NASHVILLE	TN	US	37208
081120B51600C O	<Null>	HAYNES, CHRISTOPHER M.	1350 ROSA L PARKS BLVD 412	1350	ROSA L PARKS BLVD	412	NASHVILLE	TN	37208	2026 S MT JULIET RD 1350 ROSA PARKS BLVD	JULIET	TN	US	37122
081120B51700C O	<Null>	REED, MATTHEW	1350 ROSA L PARKS BLVD 413	1350	ROSA L PARKS BLVD	413	NASHVILLE	TN	37208	#413	NASHVILLE	TN	US	37208
081120B51800C O	<Null>	GOODHUE, BRONTE	1350 ROSA L PARKS BLVD 414	1350	ROSA L PARKS BLVD	414	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 322	NASHVILLE	TN	US	37208
081120B51900C O	<Null>	LE, AIMEE	1350 ROSA L PARKS BLVD 415	1350	ROSA L PARKS BLVD	415	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 415	NASHVILLE	TN	US	37208
081120B52000C O	<Null>	RAISIAN, SARAH ELIZABETH & JOYCE	1350 ROSA L PARKS BLVD 416	1350	ROSA L PARKS BLVD	416	NASHVILLE	TN	37208	2521 SHARONDALE AVE 1350 ROSA L PARKS	NASHVILLE	TN	US	37215
081120B52100C O	<Null>	SPERKO, RYAN SHAW	1350 ROSA L PARKS BLVD 417	1350	ROSA L PARKS BLVD	417	NASHVILLE	TN	37208	BLVD 417	NASHVILLE	TN	US	37208
081120B52200C O	<Null>	EDWARDS, KENNETH & KATHRYN	1350 ROSA L PARKS BLVD 418	1350	ROSA L PARKS BLVD	418	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 418	NASHVILLE	TN	US	37208
081120B52300C O	<Null>	GARSKE, KASSANDRA	1350 ROSA L PARKS BLVD 419	1350	ROSA L PARKS BLVD	419	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 419	NASHVILLE	TN	US	37208
081120B52400C O	<Null>	EDMISTON, ROBERT & WILLIAM	1350 ROSA L PARKS BLVD 420	1350	ROSA L PARKS BLVD	420	NASHVILLE	TN	37208	8 CORBIN DR 1350 ROSA L PARKS	CINCINNATI	OH	US	45208
081120B52500C O	<Null>	POOLE, BARRY J. & DEBORAH S.	1350 ROSA L PARKS BLVD 421	1350	ROSA L PARKS BLVD	421	NASHVILLE	TN	37208	BLVD 421	NASHVILLE	TN	US	37208
081120B52600C O	<Null>	STRATTON, MARK	1350 ROSA L PARKS BLVD 422	1350	ROSA L PARKS BLVD	422	NASHVILLE	TN	37208	2735 E WESLEY AVE 1350 ROSA L PARKS	DENVER	CO	US	80210
081120B52700C O	<Null>	SPENCER, SHERYL L. & WADDELL, THOMAS	1350 ROSA L PARKS BLVD 423	1350	ROSA L PARKS BLVD	423	NASHVILLE	TN	37208	BLVD APT 423	NASHVILLE	TN	US	37208

081120B52800C O	<Null>	WILLARD, NOLAN	1350 ROSA L PARKS BLVD 424	1350	ROSA L PARKS BLVD	424	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #424	NASHVILLE	TN	US	37208
081120B52900C O	<Null>	HUMERICKHOUSE, KENT & OZCAN	1350 ROSA L PARKS BLVD 425	1350	ROSA L PARKS BLVD	425	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 425	NASHVILLE	TN	US	37208
081120B53000C O	<Null>	LOWES, ALEXIS	1350 ROSA L PARKS BLVD 426	1350	ROSA L PARKS BLVD	426	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 426	NASHVILLE	TN	US	37208
081120B53100C O	<Null>	PRIST, DANIEL G.	1350 ROSA L PARKS BLVD 427	1350	ROSA L PARKS BLVD	427	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #427	NASHVILLE	TN	US	37208
081120B53200C O	<Null>	JANSON, JOLLY J.	1350 ROSA L PARKS BLVD 428	1350	ROSA L PARKS BLVD	428	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 428	NASHVILLE	TN	US	37208
081120B53300C O	<Null>	DEBOLD, JULIA M.	1350 ROSA L PARKS BLVD 429	1350	ROSA L PARKS BLVD	429	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 429	NASHVILLE	TN	US	37208
081120B53400C O	<Null>	KNIGHTON, ANNA E.	1350 ROSA L PARKS BLVD 430	1350	ROSA L PARKS BLVD	430	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 430	NASHVILLE	TN	US	37208
081120B53500C O	<Null>	SMOLEN, LAWRENCE J. & HNILICA, SUZANNE S.	1350 ROSA L PARKS BLVD 431	1350	ROSA L PARKS BLVD	431	NASHVILLE	TN	37208	1350 ROSA L PARKS BV # 431	NASHVILLE	TN	US	37208
081120B53600C O	<Null>	GALLION, STEVEN K. & FERNANDEZ, JORGE	1350 ROSA L PARKS BLVD 432	1350	ROSA L PARKS BLVD	432	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD 432	NASHVILLE	TN	US	37208
081120B53700C O	<Null>	CLARK, ROBERT G. & SUSAN M.	1350 ROSA L PARKS BLVD 433	1350	ROSA L PARKS BLVD	433	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #433	NASHVILLE	TN	US	37208
081120B53800C O	<Null>	BURCKLE, ERIN	1352 ROSA L PARKS BLVD 400	1352	ROSA L PARKS BLVD	400	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 400	NASHVILLE	TN	US	37208
081120B53900C O	<Null>	FORSYTHE, EMILY	1352 ROSA L PARKS BLVD 401	1352	ROSA L PARKS BLVD	401	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 401	NASHVILLE	TN	US	37208
081120B54000C O	<Null>	HAYMAN, KEITH	1352 ROSA L PARKS BLVD 402	1352	ROSA L PARKS BLVD	402	NASHVILLE	TN	37208	1352 ROSA L PARKS BV #402	NASHVILLE	TN	US	37208
081120B54100C O	<Null>	LANDIS, LINDSAY & HACKBARTH, TAYLOR	1352 ROSA L PARKS BLVD 403	1352	ROSA L PARKS BLVD	403	NASHVILLE	TN	37208	1346 ROSA L PARKS BLVD	NASHVILLE	TN	US	37208
081120B54200C O	<Null>	HAYMAN, KEITH	1352 ROSA L PARKS BLVD 404	1352	ROSA L PARKS BLVD	404	NASHVILLE	TN	37208	1352 ROSA L PARKS BV # 404	NASHVILLE	TN	US	37208
081120B54300C O	<Null>	MITCHELL, CLAYTON	1352 ROSA L PARKS BLVD 405	1352	ROSA L PARKS BLVD	405	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD #405	NASHVILLE	TN	US	37208
081120B54400C O	<Null>	M C BARRELL, LLC	1352 ROSA L PARKS BLVD 406	1352	ROSA L PARKS BLVD	406	NASHVILLE	TN	37208	570 SAGEWOOD DR 1352 ROSA L PARKS	COLLIERVILL E	TN	US	38017
081120B54500C O	<Null>	TANNER, DAREK	1352 ROSA L PARKS BLVD 407	1352	ROSA L PARKS BLVD	407	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 407	NASHVILLE	TN	US	37208
081120B54600C O	<Null>	NUZZO, JOSEPH & DOROTHY	1352 ROSA L PARKS BLVD 408	1352	ROSA L PARKS BLVD	408	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 408	NASHVILLE	TN	US	37208
081120B54700C O	<Null>	RICE, IAN & GARVEY, ANDREA	1352 ROSA L PARKS BLVD 409	1352	ROSA L PARKS BLVD	409	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 409	NASHVILLE	TN	US	37208
081120B54800C O	<Null>	IMCON SERVICES, INC.	1352 ROSA L PARKS BLVD 410	1352	ROSA L PARKS BLVD	410	NASHVILLE	TN	37208	6176 RUSSELLVILLE RD BOWLING GREEN	NASHVILLE	KY	US	42101

081120B54900C O	<Null>	VOEGELE, KATE & HUGHES, BRETT	1352 ROSA L PARKS BLVD 411	1352	ROSA L PARKS BLVD 411	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD #411	NASHVILLE	TN	US	37208
081120B55000C O	<Null>	SHELTON, RICHARD L.	1352 ROSA L PARKS BLVD 412	1352	ROSA L PARKS BLVD 412	NASHVILLE	TN	37208	1352 ROSA L PARKS BV # 412	NASHVILLE	TN	US	37208
081120B55100C O	<Null>	SMITH, CRAIG S.	1352 ROSA L PARKS BLVD 413	1352	ROSA L PARKS BLVD 413	NASHVILLE	TN	37208	1352 ROSA L PARKS BV # 413	NASHVILLE	TN	US	37208
081120B55200C O	<Null>	HUGHES, LORENZO T	1352 ROSA L PARKS BLVD 414	1352	ROSA L PARKS BLVD 414	NASHVILLE	TN	37208	1352 ROSA L PARKS BV # 414	NASHVILLE	TN	US	37208
081120B55300C O	<Null>	HARRINGTON, JOSEPH LAWRENCE & QUIGLEY, LISA LYNN	1352 ROSA L PARKS BLVD 415	1352	ROSA L PARKS BLVD 415	NASHVILLE	TN	37208	1352 ROSA L PARKS BLVD 415	NASHVILLE	TN	US	37208
082090T00400C O	<Null>	SCOTT, WILLIAM STUART	405 VAN BUREN ST	405	VAN BUREN ST <Null>	NASHVILLE	TN	37208	405 VAN BUREN ST	NASHVILLE	TN	US	37208
082090T01300C O	<Null>	KATZ, BENJAMIN	1415 4TH AVE N	1415	4TH AVE N <Null>	NASHVILLE	TN	37208	1415 4TH AVE N	NASHVILLE	TN	US	37208
082090T01500C O	<Null>	MERRIKH, HOURA & CHRISTOPHER N.	413 VAN BUREN ST 103	413	VAN BUREN ST 103	NASHVILLE	TN	37208	217 ENNISMORE LN	BRENTWOOD	TN	US	37027
082090T01600C O	<Null>	ANDREWS, SCOTT D.	413 VAN BUREN ST 102	413	VAN BUREN ST 102	NASHVILLE	TN	37208	413 VAN BUREN ST 102	NASHVILLE	TN	US	37208
082090T01700C O	<Null>	SILVA FAMILY TRUST	413 VAN BUREN ST 101	413	VAN BUREN ST 101	NASHVILLE	TN	37208	2355 BONNIE JEAN LN	ARROYO GRANDE	CA	US	93420
082090T00100C O	<Null>	STUBER, JASON BRENT	411 VAN BUREN ST	411	VAN BUREN ST <Null>	NASHVILLE	TN	37208	411 VAN BUREN ST	NASHVILLE	TN	US	37208
082090T00200C O	<Null>	LOPEZ, CARLOS F. & LESKEL, OLESYA A.	409 VAN BUREN ST	409	VAN BUREN ST <Null>	NASHVILLE	TN	37208	2009 21ST AVE S # 10	NASHVILLE	TN	US	37212
082090T00300C O	<Null>	RABELL, JARED MICHAEL & AMANDA HELENE	407 VAN BUREN ST	407	VAN BUREN ST <Null>	NASHVILLE	TN	37208	407 VAN BUREN ST	NASHVILLE	TN	US	37208
082090T00500C O	<Null>	BROOKS, ANDREW M.	403 VAN BUREN ST	403	VAN BUREN ST <Null>	NASHVILLE	TN	37208	403 VAN BUREN ST	NASHVILLE	TN	US	37208
082090T00700C O	<Null>	STAGER, CLAUDETTE C.	1427 4TH AVE N	1427	4TH AVE N <Null>	NASHVILLE	TN	37208	1427 4TH AVE N	NASHVILLE	TN	US	37208
082090T00800C O	<Null>	LIGHT, MICHAEL II	1425 4TH AVE N	1425	4TH AVE N <Null>	NASHVILLE	TN	37208	600 12TH AVE S # 503	NASHVILLE	TN	US	37203
082090T00900C O	<Null>	SCHAPPELL, MATTHEW WATSON & ERIKA NELSON	1423 4TH AVE N	1423	4TH AVE N <Null>	NASHVILLE	TN	37208	1423 4TH AVE N	NASHVILLE	TN	US	37208
082090T01000C O	<Null>	MOHAMMED, ABDALLA G. & GASMELSEED, AZZA	1421 4TH AVE N	1421	4TH AVE N <Null>	NASHVILLE	TN	37208	1421 4TH AVE N	NASHVILLE	TN	US	37208
082090T01100C O	<Null>	HUCKE, WILLIAM L & NATALIE L	1419 4TH AVE N	1419	4TH AVE N <Null>	NASHVILLE	TN	37208	1419 4TH AVE N	NASHVILLE	TN	US	37208
082090T01200C O	<Null>	RAND, SEAN & HOLT, CHELSEA	1417 4TH AVE N	1417	4TH AVE N <Null>	NASHVILLE	TN	37208	1417 4TH AVE N	NASHVILLE	TN	US	37208
082090T01400C O	<Null>	ELTOM, SAKINA E. & MOHAMMED, ABDALLA	413 VAN BUREN ST 104	413	VAN BUREN ST 104	NASHVILLE	TN	37208	1008 HUNTMASTER CIR	NASHVILLE	TN	US	37211

082090T90000C O	0.81	O.I.C. HOWEOWNERS GERMANTOWN STATION CONDOMINIUM	413 VAN BUREN ST	413	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	2206 21ST AV S STE 200	NASHVILLE	TN	US	37212
082090U10100C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 101	1216	4TH AVE N	101	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10200C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 102	1216	4TH AVE N	102	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10300C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 103	1216	4TH AVE N	103	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10400C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 104	1216	4TH AVE N	104	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10500C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 105	1216	4TH AVE N	105	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10600C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 106	1216	4TH AVE N	106	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10800C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 108	1216	4TH AVE N	108	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U10900C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 109	1216	4TH AVE N	109	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U11000C O	<Null>	4TH AND MADISON, LLC	1216 4TH AVE N 110	1216	4TH AVE N	110	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20100C O	<Null>	4TH AND MADISON, LLC	322 MADISON ST 201	322	MADISON ST	201	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20200C O	<Null>	4TH AND MADISON, LLC	322 MADISON ST 202	322	MADISON ST	202	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20400C O	<Null>	4TH AND MADISON, LLC	322 MADISON ST 203	322	MADISON ST	203	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U90000C O	1.44	O.I.C. THE SQUARE MASTER CONDOMINIUM	1216 4TH AVE N	1216	4TH AVE N	<Null>	NASHVILLE	TN	37208	406 VAN BUREN ST	NASHVILLE	TN	US	37208

082090U20000C O	<Null>	4TH AND MADISON, LLC	1200 4TH AVE N	1200	4TH AVE N		NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U11100C O	<Null>	4TH AND MADISON, LLC	314 MADISON ST	314	MADISON ST	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20500C O	<Null>	4TH AND MADISON, LLC	1204 4TH AVE N	1204	4TH AVE N	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20600C O	<Null>	4TH AND MADISON, LLC	1206 4TH AVE N	1206	4TH AVE N	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U20800C O	<Null>	4TH AND MADISON, LLC	1208 4TH AVE N	1208	4TH AVE N	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U21000C O	<Null>	4TH AND MADISON, LLC	1210 4TH AVE N	1210	4TH AVE N	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U21200C O	<Null>	4TH AND MADISON, LLC	1212 4TH AVE N	1212	4TH AVE N	<Null>	NASHVILLE	TN	37208	6005 NOLENSVILLE PIKE STE 201C/O STEVENS	NASHVILLE	TN	US	37211
082090U31200C O	<Null>	ROOS, MICHAEL & KATHERINE	312 MADISON ST	312	MADISON ST	<Null>	NASHVILLE	TN	37208	312 MADISON ST	NASHVILLE	TN	US	37208
082090T01800C O	<Null>	HAWKINS, PATRICE L.	401 VAN BUREN ST	401	VAN BUREN ST	<Null>	NASHVILLE	TN	37208	401 VAN BUREN ST	NASHVILLE	TN	US	37208
08209049800	5.18	SWHR GERMANTOWN RESIDENTIAL, LLC	1515 5TH AVE N	1515	5TH AVE N	<Null>	NASHVILLE	TN	37208	1515 5TH AVE N	NASHVILLE	TN	US	37208
082090V00100C O	<Null>	ROSE-BELCHER, STEPHANIE & BELCHER, WILLIAM JR.	1316 3RD AVE N	1316	3RD AVE N	<Null>	NASHVILLE	TN	37208	1316 3RD AVE N	NASHVILLE	TN	US	37208
082090V00200C O	<Null>	JAMES, SAMUEL D. & DASH, DONNA J.	1318 3RD AVE N	1318	3RD AVE N	<Null>	NASHVILLE	TN	37208	1318 3RD AVE N	NASHVILLE	TN	US	37208
082090V90000C O	0.13	O.I.C. HOMES AT 1318 3RD AVENUE NORTH	1318 B 3RD AVE N	1318	3RD AVE N	<Null>	NASHVILLE	TN	37208	1318 3RD AVE N	NASHVILLE	TN	US	37208
082090W00100C O	<Null>	BULLINGER, RITA	1325 5TH AVE N 1	1325	5TH AVE N	1	NASHVILLE	TN	37208	1325 5TH N #1	NASHVILLE	TN	US	37208
082090W00200C O	<Null>	GNARK, SEAN PATRICK & JULIE CORBY	1325 5TH AVE N 2	1325	5TH AVE N	2	NASHVILLE	TN	37208	2726 MUIR WOODS DR	COVE	AL	US	35763
082090W00300C O	<Null>	SMITH, SHARON ELIZABETH	1325 5TH AVE N 3	1325	5TH AVE N	3	NASHVILLE	TN	37208	1325 5TH AVE N 3	NASHVILLE	TN	US	37208
082090W00400C O	<Null>	GASKILL, REBECCA L, REVOCABLE LIVING TRUST AGREEMENT	1325 5TH AVE N 4	1325	5TH AVE N	4	NASHVILLE	TN	37208	3836 BOULDER DR	LLE	IL	US	62025
082090W00500C O	<Null>	GILLIAM - SWARTZ, JAMIE L	1325 5TH AVE N 5	1325	5TH AVE N	5	NASHVILLE	TN	37208	1325 5TH AVE N # 5	NASHVILLE	TN	US	37208

082090W00600C O	<Null>	CORBY, CHRISTOPHER D. & MARY L.	1325 5TH AVE N 6	1325	5TH AVE N	6	NASHVILLE	TN	37208	7661 B CHARLOTTE PIKE	NASHVILLE	TN	US	37209
082090W00700C O	<Null>	KOCHTITZKY, RODNEY M.	1325 5TH AVE N 7	1325	5TH AVE N	7	NASHVILLE	TN	37208	1325 5TH AVE N 7	NASHVILLE	TN	US	37208
082090W00800C O	<Null>	LANGE, GINGER	1325 5TH AVE N 8	1325	5TH AVE N	8	NASHVILLE	TN	37208	1325 5TH AVE N 8	NASHVILLE	TN	US	37208
082090W00900C O	<Null>	HINTON, MARY C.	1325 5TH AVE N 9	1325	5TH AVE N	9	NASHVILLE	TN	37208	1325 5TH AVE N #9	NASHVILLE	TN	US	37208
082090W01000C O	<Null>	COLOWICK, NANCY E. & LUCKES, DOUG S.	1325 5TH AVE N 10	1325	5TH AVE N	10	NASHVILLE	TN	37208	1325 5TH AVE N # 10	NASHVILLE	TN	US	37208
082090W01100C O	<Null>	EVERGREEN PARTNERSHIP LLC, THE	1325 5TH AVE N 11	1325	5TH AVE N	11	NASHVILLE	TN	37208	1325 5TH AVE N # 11	NASHVILLE	TN	US	37208
082090W01200C O	<Null>	CIRULLI FAMILY TRUST	1325 5TH AVE N 12	1325	5TH AVE N	12	NASHVILLE	TN	37208	9509 GRAND HAVEN DR	BRENTWOOD	TN	US	37027
082090W01300C O	<Null>	SAPPENFIELD, MATTIE LIEU LIVING TRUST	1325 5TH AVE N 13	1325	5TH AVE N	13	NASHVILLE	TN	37208	1325 5TH AVE N #13	NASHVILLE	TN	US	37208
082090W01400C O	<Null>	HEMMEGER, HEATHER M & DOBBERT, ALEXANDER FREDRICK	1325 5TH AVE N 14	1325	5TH AVE N	14	NASHVILLE	TN	37208	1325 5TH AVE N APT 14	NASHVILLE	TN	US	37208
082090W01500C O	<Null>	OPYT, BARBARA J.	1325 5TH AVE N 15	1325	5TH AVE N	15	NASHVILLE	TN	37208	1325 5TH AVE N UNIT 15	NASHVILLE	TN	US	37208
082090W01600C O	<Null>	HOLLINGSWORTH, AMANDA	1325 5TH AVE N 16	1325	5TH AVE N	16	NASHVILLE	TN	37208	1325 5TH AVE N 16	NASHVILLE	TN	US	37208
082090W01700C O	<Null>	LI, HORTON SCOTT & ANGELA L.	1325 5TH AVE N 17	1325	5TH AVE N	17	NASHVILLE	TN	37208	1325 5TH AVE N 17	NASHVILLE	TN	US	37208
082090W01800C O	<Null>	DOBBINS, DOT	1325 5TH AVE N 18	1325	5TH AVE N	18	NASHVILLE	TN	37208	1325 5TH AVE N 18TH	NASHVILLE	TN	US	37208
082090W01900C O	<Null>	FARLEY, J. S.	1325 5TH AVE N 19	1325	5TH AVE N	19	NASHVILLE	TN	37208	1325 5TH AVE N 19	NASHVILLE	TN	US	37208
082090W02000C O	<Null>	SULLIVAN, DIANA F.	1325 5TH AVE N 20	1325	5TH AVE N	20	NASHVILLE	TN	37208	1325 5TH AVE N #20	NASHVILLE	TN	US	37208
082090W02100C O	<Null>	NITCH, PATRICK M.	1325 5TH AVE N 21	1325	5TH AVE N	21	NASHVILLE	TN	37208	1325 5TH AVE N #24	NASHVILLE	TN	US	37208
082090W02200C O	<Null>	MAZZONE, MARGARET C	1325 5TH AVE N 22	1325	5TH AVE N	22	NASHVILLE	TN	37208	1325 5TH AVE N 22	NASHVILLE	TN	US	37208
082090W02300C O	<Null>	JOHNSTON, SUSAN E. & METZGAR, VICKI H.	1325 5TH AVE N 23	1325	5TH AVE N	23	NASHVILLE	TN	37208	1325 5TH AVE N #23	NASHVILLE	TN	US	37208
082090W02400C O	<Null>	COULTON, ALEXA	1325 5TH AVE N 24	1325	5TH AVE N	24	NASHVILLE	TN	37208	1325 5TH AVE N 24	NASHVILLE	TN	US	37208
082090W02500C O	<Null>	LOBRACCO, NEIL PATTERSON	1325 5TH AVE N 25	1325	5TH AVE N	25	NASHVILLE	TN	37208	1325 5TH AVE N 25	NASHVILLE	TN	US	37208
082090W90000C O	0.91	O.I.C. GERMANTOWN COMMONS	1327 5TH AVE N	1327	5TH AVE N	<Null>	NASHVILLE	TN	37208	256 SEABORD LN #G102	FRANKLIN	TN	US	37067

081120B55400C O	<Null>	COURSEY, E. BRENTON	706 TAYLOR ST 100	706	TAYLOR ST	100	NASHVILLE	TN	37208	2500 WESTWOOD AVE	NASHVILLE	TN	US	37212
081120B55500C O	<Null>	BUTLER, ASHLEE & MATTHEW	706 TAYLOR ST 101	706	TAYLOR ST	101	NASHVILLE	TN	37208	1220 5TH AVE N	NASHVILLE	TN	US	37208
081120B55600C O	<Null>	DEARBORN, MATTHEW	706 TAYLOR ST 102	706	TAYLOR ST	102	NASHVILLE	TN	37208	706 TAYLOR ST #102	NASHVILLE	TN	US	37208
081120B55700C O	<Null>	JETTER, PATRICIA F.	706 TAYLOR ST 103	706	TAYLOR ST	103	NASHVILLE	TN	37208	5281 KRUCKEBERG RD	GREENVILLE	OH	US	45331
081120B55800C O	<Null>	ROLF TIDE, LLC	700 TAYLOR ST	700	TAYLOR ST	<Null>	NASHVILLE	TN	37208	700 TAYLOR ST 104	NASHVILLE	TN	US	37208
081120B55900C O	<Null>	COURSEY, E. BRENTON	702 TAYLOR ST	702	TAYLOR ST	<Null>	NASHVILLE	TN	37208	2500 WESTWOOD AVE	NASHVILLE	TN	US	37212
081120B56000C O	<Null>	BURROUGHS, CASEY	704 TAYLOR ST 201	704	TAYLOR ST	201	NASHVILLE	TN	37208	704 TAYLOR ST #201	NASHVILLE	TN	US	37208
081120B56100C O	<Null>	DOWNEY, MARTHA	704 TAYLOR ST 202	704	TAYLOR ST	202	NASHVILLE	TN	37208	704 TAYLOR ST #202	NASHVILLE	TN	US	37208
081120B56200C O	<Null>	BROOKS, KAITLYN HEINLY	704 TAYLOR ST 203	704	TAYLOR ST	203	NASHVILLE	TN	37208	704 TAYLOR ST 203	NASHVILLE	TN	US	37208
081120B56300C O	<Null>	FUNDERBURK, THOMAS WYATT & AMANDA	704 TAYLOR ST 204	704	TAYLOR ST	204	NASHVILLE	TN	37208	704 TAYLOR ST # 204	NASHVILLE	TN	US	37208
081120B56400C O	<Null>	KING FAMILY REVOCABLE TRUST, THE	704 TAYLOR ST 205	704	TAYLOR ST	205	NASHVILLE	TN	37208	212 SPRAGUE LANDING RD	STEVENSON	WA	US	98648
081120B56500C O	<Null>	KOWNACKI, BRIAN & KAITLYN	704 TAYLOR ST 301	704	TAYLOR ST	301	NASHVILLE	TN	37208	704 TAYLOR ST 301	NASHVILLE	TN	US	37208
081120B56600C O	<Null>	ESTES, CHRISTOPHER	704 TAYLOR ST 302	704	TAYLOR ST	302	NASHVILLE	TN	37208	704 TAYLOR ST #302	NASHVILLE	TN	US	37208
081120B56700C O	<Null>	ECK, AMANDA L.	704 TAYLOR ST 303	704	TAYLOR ST	303	NASHVILLE	TN	37208	3606 MAYFLOWER PL	NASHVILLE	TN	US	37204
081120B56800C O	<Null>	REVIERE, ADAM	704 TAYLOR ST 304	704	TAYLOR ST	304	NASHVILLE	TN	37208	704 TAYLOR ST 304	NASHVILLE	TN	US	37208
081120B56900C O	<Null>	MCELHINEY, MELANIE	704 TAYLOR ST 305	704	TAYLOR ST	305	NASHVILLE	TN	37208	704 TAYLOR ST # 305	NASHVILLE	TN	US	37208
081120T23400C O	<Null>	BOSWELL, CLYDE R. & STACY L.	1350 ROSA L PARKS BLVD 234	1350	ROSA L PARKS BLVD	234	NASHVILLE	TN	37208	1350 ROSA L PARKS UNIT 234	NASHVILLE	TN	US	37208
081120T23500C O	<Null>	MCCALLUM, CATHY	1350 ROSA L PARKS BLVD 235	1350	ROSA L PARKS BLVD	235	NASHVILLE	TN	37208	P O BOX 41312	NASHVILLE	TN	US	37214
081120T23600C O	<Null>	HUGHES, LUCY & J. GARY	1350 ROSA L PARKS BLVD 236	1350	ROSA L PARKS BLVD	236	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 236	NASHVILLE	TN	US	37208
081120T23700C O	<Null>	COWAN, ALLISON HAE JIN	1350 ROSA L PARKS BLVD 237	1350	ROSA L PARKS BLVD	237	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #237	NASHVILLE	TN	US	37208
081120T23800C O	<Null>	SCHERRER, KATHRYNE	1350 ROSA L PARKS BLVD 238	1350	ROSA L PARKS BLVD	238	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 238	NASHVILLE	TN	US	37208

081120T23900C O	<Null>	KIRBY, ROBERT LAKE & KASSIDY A.	1350 ROSA L PARKS BLVD 239	1350	ROSA L PARKS BLVD 239	239	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 239	NASHVILLE	TN	US	37208
081120T24000C O	<Null>	MCGARRY, GAVIN JOHN	1350 ROSA L PARKS BLVD 240	1350	ROSA L PARKS BLVD 240	240	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD #240	NASHVILLE	TN	US	37208
081120T24100C O	<Null>	ANDERSON, SPENCER	1350 ROSA L PARKS BLVD 241	1350	ROSA L PARKS BLVD 241	241	NASHVILLE	TN	37208	1350 ROSA L PARKS UNIT 241	NASHVILLE	TN	US	37208
081120T24200C O	<Null>	LIETCHTY, NATHAN J & VICTORIA	1350 ROSA L PARKS BLVD 242	1350	ROSA L PARKS BLVD 242	242	NASHVILLE	TN	37208	1350 ROSA L PARK SBLVD # 242	NASHVILLE	TN	US	37208
081120T24300C O	<Null>	GRIFFIN, JOHN T. & WILLIAM J.	1350 ROSA L PARKS BLVD 243	1350	ROSA L PARKS BLVD 243	243	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 243	NASHVILLE	TN	US	37208
081120T24500C O	<Null>	JH HOLDING & INVESTMENT, LLC	1350 ROSA L PARKS BLVD 245	1350	ROSA L PARKS BLVD 245	245	NASHVILLE	TN	37208	P O BOX 158933	NASHVILLE	TN	US	37215
081120T24600C O	<Null>	LEATHERWOOD, TAYLOR A.	1350 ROSA L PARKS BLVD 246	1350	ROSA L PARKS BLVD 246	246	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 246	NASHVILLE	TN	US	37208
081120T24700C O	<Null>	KAPPEL, JAMES STERRETT & DEBRA H. & SARAH MARIE	1350 ROSA L PARKS BLVD 247	1350	ROSA L PARKS BLVD 247	247	NASHVILLE	TN	37208	126 SPRINGLINE DR 1350 ROSA L. PARKS	VERO BEACH	FL	US	32963
081120T24800C O	<Null>	ESSARY, JOHN R & SARAH D	1350 ROSA L PARKS BLVD 248	1350	ROSA L PARKS BLVD 248	248	NASHVILLE	TN	37208	BLVD 248	NASHVILLE	TN	US	37208
081120T24900C O	<Null>	KRAMER, COLLEEN MARIE, LIVING TRUST, THE	1350 ROSA L PARKS BLVD 249	1350	ROSA L PARKS BLVD 249	249	NASHVILLE	TN	37208	1350 ROSA L PARKS BV #249	NASHVILLE	TN	US	37208
081120T25000C O	<Null>	WILBANKS, JAMES LEON	1350 ROSA L PARKS BLVD 250	1350	ROSA L PARKS BLVD 250	250	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 250	NASHVILLE	TN	US	37208
081120T25100C O	<Null>	NEWMAN, LARRY R.	1350 ROSA L PARKS BLVD 251	1350	ROSA L PARKS BLVD 251	251	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 251	NASHVILLE	TN	US	37208
081120T25200C O	<Null>	SALZMAN, NATALIE & ANDREW	1350 ROSA L PARKS BLVD 252	1350	ROSA L PARKS BLVD 252	252	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 252	NASHVILLE	TN	US	37208
081120T25300C O	<Null>	RICHMOND, JAMIA R.	1350 ROSA L PARKS BLVD 253	1350	ROSA L PARKS BLVD 253	253	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD UNIT 253	NASHVILLE	TN	US	37208
081120T25400C O	<Null>	DEWEESE, SARAH E. & WALTER	1350 ROSA L PARKS BLVD 254	1350	ROSA L PARKS BLVD 254	254	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 254	NASHVILLE	TN	US	37208
081120T25500C O	<Null>	MCCARTHY, BRETT & MIRANDA L.	1350 ROSA L PARKS BLVD 255	1350	ROSA L PARKS BLVD 255	255	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #255	NASHVILLE	TN	US	37208
081120T25600C O	<Null>	KING, STEPHENIE	1350 ROSA L PARKS BLVD 256	1350	ROSA L PARKS BLVD 256	256	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 256	NASHVILLE	TN	US	37208
081120T25700C O	<Null>	WAGNER, STEPHEN	1350 ROSA L PARKS BLVD 257	1350	ROSA L PARKS BLVD 257	257	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 257	NASHVILLE	TN	US	37208
081120T25800C O	<Null>	ZIPPERER, ELIZABETH A.	1350 ROSA L PARKS BLVD 258	1350	ROSA L PARKS BLVD 258	258	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 258	NASHVILLE	TN	US	37208
081120T25900C O	<Null>	LYONS, BRANTLEY K. & ARNOLD, DILLON	1350 ROSA L PARKS BLVD 259	1350	ROSA L PARKS BLVD 259	259	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 259	NASHVILLE	TN	US	37208
081120T26000C O	<Null>	KARISH, KAILA	1350 ROSA L PARKS BLVD 260	1350	ROSA L PARKS BLVD 260	260	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 260	NASHVILLE	TN	US	37208

081120T26100C O	<Null>	SLAVER, ERIN J.	1350 ROSA L PARKS BLVD 261	1350	ROSA L PARKS BLVD 261	261	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 261	NASHVILLE	TN	US	37208
081120T26200C O	<Null>	HYDE, LAURA E.	1350 ROSA L PARKS BLVD 262	1350	ROSA L PARKS BLVD 262	262	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 262	NASHVILLE	TN	US	37208
081120T33400C O	<Null>	COX, TRISTEN J	1350 ROSA L PARKS BLVD 334	1350	ROSA L PARKS BLVD 334	334	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 334	NASHVILLE	TN	US	37208
081120T33500C O	<Null>	SCHALM, KORY	1350 ROSA L PARKS BLVD 335	1350	ROSA L PARKS BLVD 335	335	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #335	NASHVILLE	TN	US	37208
081120T33600C O	<Null>	BATES, JENNIFER M.	1350 ROSA L PARKS BLVD 336	1350	ROSA L PARKS BLVD 336	336	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 336	NASHVILLE	TN	US	37208
081120T33700C O	<Null>	BLOUNT, WILLIAM G	1350 ROSA L PARKS BLVD 337	1350	ROSA L PARKS BLVD 337	337	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 337	NASHVILLE	TN	US	37208
081120T33800C O	<Null>	INGLE, MARK CASE	1350 ROSA L PARKS BLVD 338	1350	ROSA L PARKS BLVD 338	338	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 338	NASHVILLE	TN	US	37208
081120T33900C O	<Null>	JOERGER, GRANT DANIEL	1350 ROSA L PARKS BLVD 339	1350	ROSA L PARKS BLVD 339	339	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD 339	NASHVILLE	TN	US	37208
081120T34000C O	<Null>	BERNARDO, SARAH MARIE	1350 ROSA L PARKS BLVD 340	1350	ROSA L PARKS BLVD 340	340	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #340	NASHVILLE	TN	US	37208
081120T34100C O	<Null>	LEWIS, MARGARET	1350 ROSA L PARKS BLVD 341	1350	ROSA L PARKS BLVD 341	341	NASHVILLE	TN	37208	P O BOX 133 1350 ROSA L PARKS	CARTHAGE	TN	US	37030
081120T34200C O	<Null>	BERR, ALICIA ELAINE	1350 ROSA L PARKS BLVD 342	1350	ROSA L PARKS BLVD 342	342	NASHVILLE	TN	37208	BLVD 342	NASHVILLE	TN	US	37208
081120T34300C O	<Null>	COMBS, MIKA & RONDA L.	1350 ROSA L PARKS BLVD 343	1350	ROSA L PARKS BLVD 343	343	NASHVILLE	TN	37208	1350 ROSA L PARKS 343 1350 ROSA PARKS BLVD	NASHVILLE	TN	US	37208
081120T34400C O	<Null>	SMITH, JOSHUA C. & EMILY G.	1350 ROSA L PARKS BLVD 344	1350	ROSA L PARKS BLVD 344	344	NASHVILLE	TN	37208	344	NASHVILLE	TN	US	37208
081120T34500C O	<Null>	ARTZ, CHRISTIAN DAVID	1350 ROSA L PARKS BLVD 345	1350	ROSA L PARKS BLVD 345	345	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD UNIT 345	NASHVILLE	TN	US	37208
081120T34600C O	<Null>	CARR, TESSA SOPHIA	1350 ROSA L PARKS BLVD 346	1350	ROSA L PARKS BLVD 346	346	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 346	NASHVILLE	TN	US	37208
081120T34700C O	<Null>	OLDACRE, ALLISON CHANDLER	1350 ROSA L PARKS BLVD 347	1350	ROSA L PARKS BLVD 347	347	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #347	NASHVILLE	TN	US	37208
081120T34800C O	<Null>	LEA, MARION ELIZABETH & CLARK D.	1350 ROSA L PARKS BLVD 348	1350	ROSA L PARKS BLVD 348	348	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD #348	NASHVILLE	TN	US	37208
081120T34900C O	<Null>	COLLIER, BLAKELY E.	1350 ROSA L PARKS BLVD 349	1350	ROSA L PARKS BLVD 349	349	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 349	NASHVILLE	TN	US	37208
081120T35000C O	<Null>	GERNDT, BRIAN	1350 ROSA L PARKS BLVD 350	1350	ROSA L PARKS BLVD 350	350	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD UNIT 350	NASHVILLE	TN	US	37208
081120T35100C O	<Null>	HOWELL, TREVOR W. & KAREN F.	1350 ROSA L PARKS BLVD 351	1350	ROSA L PARKS BLVD 351	351	NASHVILLE	TN	37208	4721 SEWANEE RD 1350 ROSA L PARKS	NASHVILLE	TN	US	37220
081120T35200C O	<Null>	BAILEY, JACK L., JR.	1350 ROSA L PARKS BLVD 352	1350	ROSA L PARKS BLVD 352	352	NASHVILLE	TN	37208	BLVD # 352	NASHVILLE	TN	US	37208

081120T35300C O	<Null>	JACKSON, BRYAN F.	1350 ROSA L PARKS BLVD 353	1350	ROSA L PARKS BLVD	353	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 353	NASHVILLE	TN	US	37208
081120T35400C O	<Null>	ROGERS, CHARLES H. & JOAN T. & ELIZABETH A	1350 ROSA L PARKS BLVD 354	1350	ROSA L PARKS BLVD	354	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD #354	NASHVILLE	TN	US	37208
081120T35500C O	<Null>	HELLER, ROBERT SAUL	1350 ROSA L PARKS BLVD 355	1350	ROSA L PARKS BLVD	355	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD 355	NASHVILLE	TN	US	37208
081120T35600C O	<Null>	HANSON, SEAN GARRISON	1350 ROSA L PARKS BLVD 356	1350	ROSA L PARKS BLVD	356	NASHVILLE	TN	37208	24440 TINER CT 1350 ROSA L PARKS	MALIBU	CA	US	90265
081120T35700C O	<Null>	DOLSON, MATTHEW L.	1350 ROSA L PARKS BLVD 357	1350	ROSA L PARKS BLVD	357	NASHVILLE	TN	37208	BLVD # 357 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T35800C O	<Null>	CHAPMAN, KATHERINE CARR	1350 ROSA L PARKS BLVD 358	1350	ROSA L PARKS BLVD	358	NASHVILLE	TN	37208	BLVD 358	NASHVILLE	TN	US	37208
081120T35900C O	<Null>	HANSEL, REBECCA (LE) & JEANETTE	1350 ROSA L PARKS BLVD 359	1350	ROSA L PARKS BLVD	359	NASHVILLE	TN	37208	P O BOX 392 1350 ROSA L PARKS	GAINESBOR O	TN	US	38562
081120T36000C O	<Null>	WILLIAMS, JAMES WADE	1350 ROSA L PARKS BLVD 360	1350	ROSA L PARKS BLVD	360	NASHVILLE	TN	37208	BLVD #360 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36100C O	<Null>	BOLTON, HAYLEY KATHERINE	1350 ROSA L PARKS BLVD 361	1350	ROSA L PARKS BLVD	361	NASHVILLE	TN	37208	BLVD 361 1350 ROSE L PARKS	NASHVILLE	TN	US	37208
081120T36200C O	<Null>	BRICKNER, ZACHARY F.	1350 ROSA L PARKS BLVD 362	1350	ROSA L PARKS BLVD	362	NASHVILLE	TN	37208	BLVD #362 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36300C O	<Null>	PETRUNGER, CARA NICOLE	1350 ROSA L PARKS BLVD 363	1350	ROSA L PARKS BLVD	363	NASHVILLE	TN	37208	BLVD #363 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36400C O	<Null>	BURGESS, SAYERS BRITTANY	1350 ROSA L PARKS BLVD 364	1350	ROSA L PARKS BLVD	364	NASHVILLE	TN	37208	BLVD #364 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36500C O	<Null>	SUMMERS, THOMAS BLAINE	1350 ROSA L PARKS BLVD 365	1350	ROSA L PARKS BLVD	365	NASHVILLE	TN	37208	BLVD #365 1350 ROSA L. PARKS	NASHVILLE	TN	US	37208
081120T36600C O	<Null>	MILLER, AMELIA	1350 ROSA L PARKS BLVD 366	1350	ROSA L PARKS BLVD	366	NASHVILLE	TN	37208	BLVD 366 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36700C O	<Null>	KOOIENGA REVOCABLE LIVING TRUST	1350 ROSA L PARKS BLVD 367	1350	ROSA L PARKS BLVD	367	NASHVILLE	TN	37208	BLVD #367 1350 ROSA L PARKS	NASHVILLE	TN	US	37208
081120T36800C O	<Null>	POWER, MEREDITH	1350 ROSA L PARKS BLVD 368	1350	ROSA L PARKS BLVD	368	NASHVILLE	TN	37208	BLVD 368 1350 ROSA PARKS BLVD	NASHVILLE	TN	US	37208
081120T36900C O	<Null>	VOGELFANGER, GRANT C. & JANIECE C.	1350 ROSA L PARKS BLVD 369	1350	ROSA L PARKS BLVD	369	NASHVILLE	TN	37208	369	NASHVILLE	TN	US	37208
081120T37000C O	<Null>	VETRANO, CHRISTOPHER	1350 ROSA L PARKS BLVD 370	1350	ROSA L PARKS BLVD	370	NASHVILLE	TN	37208	714 4TH AVE N	NASHVILLE	TN	US	37219
081120T43400C O	<Null>	BISSELL, WILLIAM BRADLEY & SALLY WILLIAMS	1350 ROSA L PARKS BLVD 434	1350	ROSA L PARKS BLVD	434	NASHVILLE	TN	37208	1802 WOODLAND ST 1350 ROSA L PARKS	NASHVILLE	TN	US	37206
081120T43500C O	<Null>	BRYNILDSEN, JARED HANS	1350 ROSA L PARKS BLVD 435	1350	ROSA L PARKS BLVD	435	NASHVILLE	TN	37208	BLVD UNIT 435	NASHVILLE	TN	US	37208

081120T43600C O	<Null>	BISSELL, WILLIAM BRADLEY & SALLY WILLIAMS	1350 ROSA L PARKS BLVD 436	1350	ROSA L PARKS BLVD	436	NASHVILLE	TN	37208	1802 WOODLAND ST1802 WOODLAND ST	NASHVILLE	TN	US	37206
081120T43700C O	<Null>	DILLON, NEAL P. & CAITLIN MG	1350 ROSA L PARKS BLVD 437	1350	ROSA L PARKS BLVD	437	NASHVILLE	TN	37208	1350 ROSA L PARKS #437	NASHVILLE	TN	US	37208
081120T43800C O	<Null>	NEGRI, PAULA M.	1350 ROSA L PARKS BLVD 438	1350	ROSA L PARKS BLVD	438	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 438	NASHVILLE	TN	US	37208
081120T43900C O	<Null>	VIVO, JULIE ANN	1350 ROSA L PARKS BLVD 439	1350	ROSA L PARKS BLVD	439	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD 439	NASHVILLE	TN	US	37208
081120T44000C O	<Null>	ESTES, STUART T.	1350 ROSA L PARKS BLVD 440	1350	ROSA L PARKS BLVD	440	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 440	NASHVILLE	TN	US	37208
081120T44100C O	<Null>	MAYER, DAVID	1350 ROSA L PARKS BLVD 441	1350	ROSA L PARKS BLVD	441	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 441	NASHVILLE	TN	US	37208
081120T44200C O	<Null>	SULLIVAN, EMILY	1350 ROSA L PARKS BLVD 442	1350	ROSA L PARKS BLVD	442	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD UNIT 442	NASHVILLE	TN	US	37208
081120T44300C O	<Null>	SMOLEN, BRENT & JONES, ALLISON	1350 ROSA L PARKS BLVD 443	1350	ROSA L PARKS BLVD	443	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 443	NASHVILLE	TN	US	37208
081120T44400C O	<Null>	KUMAR, AVINASH B.	1350 ROSA L PARKS BLVD 444	1350	ROSA L PARKS BLVD	444	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD #444	NASHVILLE	TN	US	37208
081120T44500C O	<Null>	LEVINE, VIRGINIA LEE	1350 ROSA L PARKS BLVD 445	1350	ROSA L PARKS BLVD	445	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 445	NASHVILLE	TN	US	37208
081120T44600C O	<Null>	BELL, AMANDA N.	1350 ROSA L PARKS BLVD 446	1350	ROSA L PARKS BLVD	446	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD UNIT 446	NASHVILLE	TN	US	37208
081120T44700C O	<Null>	SULKOWSKI, KATHERINE A.	1350 ROSA L PARKS BLVD 447	1350	ROSA L PARKS BLVD	447	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 447	NASHVILLE	TN	US	37208
081120T44800C O	<Null>	ARATA, KATHERINE ELIZABETH	1350 ROSA L PARKS BLVD 448	1350	ROSA L PARKS BLVD	448	NASHVILLE	TN	37208	1350 ROSA PARKS BLVD 448	NASHVILLE	TN	US	37208
081120T44900C O	<Null>	ELY, EUGENE WESLEY & KIM ADAMS	1350 ROSA L PARKS BLVD 449	1350	ROSA L PARKS BLVD	449	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD APT 449	NASHVILLE	TN	US	37208
081120T45000C O	<Null>	RAHAB REALTY, LLC	1350 ROSA L PARKS BLVD 450	1350	ROSA L PARKS BLVD	450	NASHVILLE	TN	37208	P O BOX 158356 C/O ARIEL REALTY GROUP, LLC	NASHVILLE	TN	US	37215
081120T45100C O	<Null>	HIMES, RANDALL C.	1350 ROSA L PARKS BLVD 451	1350	ROSA L PARKS BLVD	451	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 451	NASHVILLE	TN	US	37208
081120T45200C O	<Null>	JACKSON, ALEXANDER	1350 ROSA L PARKS BLVD 452	1350	ROSA L PARKS BLVD	452	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 452	NASHVILLE	TN	US	37208
081120T45300C O	<Null>	CAPPS, BOYD ASHLEY, JR.	1350 ROSA L PARKS BLVD 453	1350	ROSA L PARKS BLVD	453	NASHVILLE	TN	37208	2250 HILLSBORO HEIGHTS	KNOXVILLE	TN	US	37920
081120T45400C O	<Null>	LEWIS, MARGARET	1350 ROSA L PARKS BLVD 454	1350	ROSA L PARKS BLVD	454	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 454	NASHVILLE	TN	US	37208
081120T45500C O	<Null>	LOCANTE, JEANNE M. & WILLIAM M.	1350 ROSA L PARKS BLVD 455	1350	ROSA L PARKS BLVD	455	NASHVILLE	TN	37208	1614 CHAMPIONSHIP BLVD	FRANKLIN	TN	US	37064

081120T45600C O	<Null>	COOPER, ALISON	1350 ROSA L PARKS BLVD 456	1350	ROSA L PARKS BLVD	456	NASHVILLE	TN	37208	100 PORTSMOUTH DR	NOVATO	CA	US	94949
081120T45700C O	<Null>	REINFELD, BRADLEY I.	1350 ROSA L PARKS BLVD 457	1350	ROSA L PARKS BLVD	457	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 457	NASHVILLE	TN	US	37208
081120T45800C O	<Null>	MULLIGAN, WILLIAM	1350 ROSA L PARKS BLVD 458	1350	ROSA L PARKS BLVD	458	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 458	NASHVILLE	TN	US	37208
081120T45900C O	<Null>	MCCORMICK, MARK S. IRREVOCABLE TRUST ET AL	1350 ROSA L PARKS BLVD 459	1350	ROSA L PARKS BLVD	459	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 459	NASHVILLE	TN	US	37208
081120T46000C O	<Null>	BERGER, BRIDGET	1350 ROSA L PARKS BLVD 460	1350	ROSA L PARKS BLVD	460	NASHVILLE	TN	37208	1350 ROSA L. PARKS BLVD #460	NASHVILLE	TN	US	37208
081120T46100C O	<Null>	ROGERS, ASHLEY	1350 ROSA L PARKS BLVD 461	1350	ROSA L PARKS BLVD	461	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 461	NASHVILLE	TN	US	37208
081120T46200C O	<Null>	CRAWFORD, KEVIN LOGAN & LAURA	1350 ROSA L PARKS BLVD 462	1350	ROSA L PARKS BLVD	462	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 462	NASHVILLE	TN	US	37208
081120T46300C O	<Null>	WARLICK, SAMUEL	1350 ROSA L PARKS BLVD 463	1350	ROSA L PARKS BLVD	463	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 463	NASHVILLE	TN	US	37208
081120T46400C O	<Null>	HARRIS, MEGAN	1350 ROSA L PARKS BLVD 464	1350	ROSA L PARKS BLVD	464	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 464	NASHVILLE	TN	US	37208
081120T46500C O	<Null>	NEAL, PHILIP H., JR.	1350 ROSA L PARKS BLVD 465	1350	ROSA L PARKS BLVD	465	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD 465	NASHVILLE	TN	US	37208
081120T46600C O	<Null>	STOKES, CHRISTOPHER ALLEN	1350 ROSA L PARKS BLVD 466	1350	ROSA L PARKS BLVD	466	NASHVILLE	TN	37208	1350 ROSA L PARKS BLVD # 466	NASHVILLE	TN	US	37208
081120T90000C O	<Null>	O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	0 ROSA L PARKS BLVD	0	BLVD	<Null>	NASHVILLE	TN	37208	2206 21ST AVE S STE 200	NASHVILLE	TN	US	37212
081120T90100C O	<Null>	O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	1350 ROSA L PARKS BLVD 233B	1350	BLVD	233B	NASHVILLE	TN	37208	2206 21ST AVE S STE 200	NASHVILLE	TN	US	37212
081120T90200C O	<Null>	O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	1350 ROSA L PARKS BLVD 333B	1350	BLVD	333B	NASHVILLE	TN	37208	2206 21ST AVE S STE 200	NASHVILLE	TN	US	37212
081120T90300C O	<Null>	O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	0 ROSA L PARKS BLVD	0	BLVD	<Null>	NASHVILLE	TN	37208	2206 21ST AVE S STE 200	NASHVILLE	TN	US	37212
082090X00100C O	<Null>	LYNCH, JEFFREY C.	612 MONROE ST	612	MONROE ST	<Null>	NASHVILLE	TN	37208	P O BOX 331229	NASHVILLE	TN	US	37203
082090X00200C O	<Null>	COHEN, PHILIP	614 MONROE ST	614	MONROE ST	<Null>	NASHVILLE	TN	37208	614 MONROE ST	NASHVILLE	TN	US	37208
082090X00300C O	<Null>	CONNER, TOMMY ALLEN	616 MONROE ST	616	MONROE ST	<Null>	NASHVILLE	TN	37208	616 MONROE ST	NASHVILLE	TN	US	37208
082090X00400C O	<Null>	KREGOR, PHILIP JAMES	618 MONROE ST	618	MONROE ST	<Null>	NASHVILLE	TN	37208	618 MONROE ST	NASHVILLE	TN	US	37208
082090X00500C O	<Null>	ECKHARD, FELIX M. & LAPPE, KATHLEEN	620 MONROE ST	620	MONROE ST	<Null>	NASHVILLE	TN	37208	620 MONROE ST	NASHVILLE	TN	US	37208
082090X00600C O	<Null>	MOORE, CHAD ALLEN	1302 A 7TH AVE N	1302	7TH AVE N	<Null>	NASHVILLE	TN	37208	1302 A 7TH AVE N	NASHVILLE	TN	US	37208

082090X00700C O	<Null>	HARRELL, CONNOR FRANKLIN	1302 B 7TH AVE N	1302	7TH AVE N	<Null>	NASHVILLE	TN	37208	1302 B 7TH AVE N	NASHVILLE	TN	US	37208
082090X00800C O	<Null>	MARZANO, JULIE & MARK	1304 A 7TH AVE N	1304	7TH AVE N	<Null>	NASHVILLE	TN	37208	1304 A 7TH AVE N	NASHVILLE	TN	US	37208
082090X00900C O	<Null>	CASTANEDA, CHRISTINE M & MARK	1304 B 7TH AVE N	1304	7TH AVE N	<Null>	NASHVILLE	TN	37208	1304 7TH AVE N #B	NASHVILLE	TN	US	37208
082090X01000C O	<Null>	WILLIAMS, ANYTHONY WAYNE & KARIN	1304 C 7TH AVE N	1304	7TH AVE N	<Null>	NASHVILLE	TN	37208	1304 C 7TH AVE N	NASHVILLE	TN	US	37208
082090X90000C O	0.57	O.I.C. GRAMERCY	612 B MONROE ST	612	MONROE ST	<Null>	NASHVILLE	TN	37208	1702 A 5TH AVE N	NASHVILLE	TN	US	37208
082090Y00100C O	<Null>	YEPIFANTSEV, KONSTANTIN ANDREEVICH & JESSICA TERESA	1313 5TH AVE N 8	1313	5TH AVE N	8	NASHVILLE	TN	37208	1313 5TH AVE N #8	NASHVILLE	TN	US	37208
082090Y00200C O	<Null>	OSTRICH HOUSE, LLC	1313 5TH AVE N 7	1313	5TH AVE N	7	NASHVILLE	TN	37208	9375 FLORAL AVE	CINCINNATI	OH	US	45242
082090Y00300C O	<Null>	SLATTERY, DANIEL J & MRAZEK, ELLEN A	1313 5TH AVE N 6	1313	5TH AVE N	6	NASHVILLE	TN	37208	1313 5TH AVE UNIT #6	NASHVILLE	TN	US	37208
082090Y00400C O	<Null>	RICHARDSON, SPENCER	1313 5TH AVE N 5	1313	5TH AVE N	5	NASHVILLE	TN	37208	1313 5TH AVE 5	NASHVILLE	TN	US	37208
082090Y00500C O	<Null>	SULLIVAN, JOHN P	1313 5TH AVE N 4	1313	5TH AVE N	4	NASHVILLE	TN	37208	1313 5TH AVE N #4	NASHVILLE	TN	US	37208
082090Y00600C O	<Null>	NEMER, MATTHEW & WHITE, ABIGAIL	1313 5TH AVE N 3	1313	5TH AVE N	3	NASHVILLE	TN	37208	1313 5TH AVE N #3	NASHVILLE	TN	US	37208
082090Y00700C O	<Null>	MCDERMOTT, DOUGLAS	1313 5TH AVE N 2	1313	5TH AVE N	2	NASHVILLE	TN	37208	1108 S 185TH CIR	OMAHA	NE	US	68130
082090Y00800C O	<Null>	LIGHT, STEPHEN C. & MASSEY, ANGEL O.	1313 5TH AVE N 1	1313	5TH AVE N	1	NASHVILLE	TN	37208	1313 5TH AVE N #1	NASHVILLE	TN	US	37208
082090Y90000C O	0.38	GLENMARY HOA, INC., THE	1313 B 5TH AVE N	1313	5TH AVE N	<Null>	NASHVILLE	TN	37208	2206 21ST AVE S #200	NASHVILLE	TN	US	37212
082090Z00100C O	<Null>	NEYER, MARTHA A.	1206 6TH AVE N #1	1206	6TH AVE N	1	NASHVILLE	TN	37208	1206 6TH AVE N HOME 1	NASHVILLE	TN	US	37208
082090Z00200C O	<Null>	BROWN, MARLENE NICHOLE & WALSH, BETHANI TYLER	1206 6TH AVE N #2	1206	6TH AVE N	2	NASHVILLE	TN	37208	1206 6TH AVE N, HOME 2	NASHVILLE	TN	US	37208
082090Z00300C O	<Null>	DRURY, WHITNEY L	1206 6TH AVE N #3	1206	6TH AVE N	3	NASHVILLE	TN	37208	1206 6TH AVE N HOME 3	NASHVILLE	TN	US	37208
082090Z00400C O	<Null>	NASH, STEPHEN	1206 6TH AVE N #5	1206	6TH AVE N	5	NASHVILLE	TN	37208	1206 6TH AVE N 5	NASHVILLE	TN	US	37208
082090Z00500C O	<Null>	HOGREFE, JAMES D & HEIDI H	1206 6TH AVE N #4	1206	6TH AVE N	4	NASHVILLE	TN	37208	1206 6TH AVE N UNIT 4	NASHVILLE	TN	US	37208
082090Z90000C O	0.17	O.I.C. HOMES AT 1206 6TH AVENUE NORTH	1206 B 6TH AVE N	1206	6TH AVE N		NASHVILLE	TN	37208	1994 GALLATIN PIKE N STE 307	MADISON	TN	US	37115
081120A90000C O	0.32	O.I.C. 8TH AV NORTH OFFICE CONDOMIUIUM	1326 C ROSA L PARKS BLVD	1326	ROSA L PARKS BLVD		NASHVILLE	TN	37208	1326 ROSA L PARKS BLVD	NASHVILLE	TN	US	37208

082093A00100C														
O	0	HEDLEY, THOMAS POWELL	514 MONROE ST	514	MONROE ST	NASHVILLE	TN	37208	514 MONROE ST	NASHVILLE	TN	US	37208	
082093A00200C														
O	0	TURNER, MALCOLM & JESSICA	516 MONROE ST	516	MONROE ST	NASHVILLE	TN	37208	516 MONROE ST	NASHVILLE	TN	US	37208	
082093A90000C														
O	0.18	O.I.C. 514 MONROE RESIDENCES	514 C MONROE ST	514	MONROE ST	NASHVILLE	TN	37208	1745 GARY LN	HOPKINSVILLE	KY	US	42240	
082092A00100C														
O	0	FERRELLI, JAMES K. & LISA H.	211 TAYLOR ST	211	TAYLOR ST	NASHVILLE	TN	37208	211 TAYLOR ST 1	NASHVILLE	TN	US	37208	
082092A00200C														
O	0	MANDELL, SCOTT A.	209 TAYLOR ST	209	TAYLOR ST	NASHVILLE	TN	37208	209 TAYLOR ST UNIT 2	NASHVILLE	TN	US	37208	
082092A00300C														
O	0	207T OWNER, LLC	207 TAYLOR ST	207	TAYLOR ST	NASHVILLE	TN	37208	350 PARK AVE 15TH FL	NEW YORK	NY	US	10022	
082092A00400C														
O	0	FATHALY, TALAL OMAR	205 TAYLOR ST	205	TAYLOR ST	NASHVILLE	TN	37208	205 TAYLOR ST 4	NASHVILLE	TN	US	37208	
082092A00500C														
O	0	BIGACH, JEFFREY M. & LEWIS, JACLYN	203 TAYLOR ST	203	TAYLOR ST	NASHVILLE	TN	37208	203 TAYLOR ST 5	NASHVILLE	TN	US	37208	
082092A00600C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	1331 2ND AVE N	1331	2ND AVE N	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215	
082092A00700C														
O	0	RINI, BRIAN I & AMALIA C	1329 2ND AVE N	1329	2ND AVE N	NASHVILLE	TN	37208	1329 2ND AVE UNIT 7	NASHVILLE	TN	US	37208	
082092A00800C														
O	0	GENSERT, ALTHEA K & BUCHANAN, LOGAN J	1327 2ND AVE N	1327	2ND AVE N	NASHVILLE	TN	37208	1327 2ND AVE N	NASHVILLE	TN	US	37208	
082092A01100C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	1321 2ND AVE N	1321	2ND AVE N	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215	
082092A01700C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #1	213	TAYLOR ST	1	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A01200C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #6	213	TAYLOR ST	6	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A01300C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #5	213	TAYLOR ST	5	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A01400C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #4	213	TAYLOR ST	4	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A01500C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #3	213	TAYLOR ST	3	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A01600C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	213 TAYLOR ST #2	213	TAYLOR ST	2	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215
082092A90000C									4219 HILLSBORO PIKE					
O	0.57	O.I.C. SECOND & TAYLOR TOWNHOMES	1327 B 2ND AVE N	1327	2ND AVE N	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215	
082092A01000C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	1323 2ND AVE N	1323	2ND AVE N	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215	
082092A00900C									4219 HILLSBORO PIKE					
O	0	G2T, LLC	1325 2ND AVE N	1325	2ND AVE N	NASHVILLE	TN	37208	STE 300	NASHVILLE	TN	US	37215	

082092B00100C										4219 HILLSBORO PK STE				
O	0	TRIMARK BUILDERS, LLC	1330 3RD AVE N	1330	3RD AVE N	NASHVILLE	TN	37208	300	NASHVILLE	TN	US	37215	
082092B00200C										4219 HILLSBORO PK STE				
O	0	TRIMARK BUILDERS, LLC	1332 3RD AVE N	1332	3RD AVE N	NASHVILLE	TN	37208	300	NASHVILLE	TN	US	37215	
082092B00300C										4219 HILLSBORO PK STE				
O	0	TRIMARK BUILDERS, LLC	217 TAYLOR ST	217	TAYLOR ST	NASHVILLE	TN	37208	300	NASHVILLE	TN	US	37215	
082092B00400C										4219 HILLSBORO PK STE				
O	0	TRIMARK BUILDERS, LLC	215 TAYLOR ST	215	TAYLOR ST	NASHVILLE	TN	37208	300	NASHVILLE	TN	US	37215	
082092B90000C										4219 HILLSBORO PK STE				
O	0.15	O.I.C. THIRD & TAYLOR TOWNHOMES	1330 B 3RD AVE N	1330	3RD AVE N	NASHVILLE	TN	37208	300	NASHVILLE	TN	US	37215	
082091A00100C										9128 BRENTMEADE	BRENTWOO			
O	<Null>	1406 4TH AVE N LLC	1406 A 4TH AVE N	1406	4TH AVE N	NASHVILLE	TN	37208	BLVD	D	TN	US	37027	
082091A00200C										9128 BRENTMEADE	BRENTWOO			
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082091A00300C										9128 BRENTMEADE	BRENTWOO			
O	<Null>	1406 4TH AVE N LLC	1406 C 4TH AVE N	1406	4TH AVE N	NASHVILLE	TN	37208	BLVD	D	TN	US	37027	
082091A90000C										9128 BRENTMEADE	BRENTWOO			
O	0.18	O.I.C. HOMES AT 1406 4TH AVENUE NORTH	1406 D 4TH AVE N	1406	4TH AVE N	NASHVILLE	TN	37208	BLVD	D	TN	US	37027	

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08209026300	0.2
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08209029200	0.19
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08209017900	0.12
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METRO GOV'T P MORGAN	1515 3RD AVE N
WEESNER, MARTHA E., TRUSTEE	608 MONROE ST
WOODLAND STREET PARTNERS, LLC	1400 5TH AVE N
FRAZIER, JEFFREY L.	406 TAYLOR ST
ASSUMPTION CATHOLIC CHURCH	1226 7TH AVE N
MONROE ST. METHODIST CHURCH	700 MONROE ST
JERVIS, CRAIG M.& MARCIA M.	606 MONROE ST
HILL, H. G. REALTY CO.	416 JEFFERSON ST
SWHR GERMANTOWN, LLC	1401 5TH AVE N
LINK, JACK RANDALL	1222 7TH AVE N
JOHNSON, MARK & GLAD, KEITH	1404 5TH AVE N
LOCKE, COLLEN B & KEVIN D.	1220 7TH AVE N
SBARRA, KATHERINE A.	506 MONROE ST
EIGHT STREET BAPTIST CHURCH	1225 6TH AVE N
STROBEL, MARTIN G. ET UX	1212 7TH AVE N
LIVERY AT 5TH & MONROE, LLC, THE	1235 5TH AVE N
MARSHALL, JOHN W. & DIANE L.	1329 4TH AVE N
COGGINS, HORACE W. & TERRY E. & ROY DALE	1325 4TH AVE N
EXNER, BRYAN J. & SACKS TRUST	1315 7TH AVE N
DEPRIEST, DANIEL B. & ANNE Z.	1211 7TH AVE N
ESHELMAN DEVELOPMENT LLC	1326 4TH AVE N
HIMES, DOUGLAS DAVID	1326 5TH AVE N
HUMPHREY, JAMES C.	311 TAYLOR ST
GERMANTOWN MARKET, LLC	1120 4TH AVE N
HODGES, MICHAEL P. & HARRINGTON, NANCY I.	1215 7TH AVE N
GERMANTOWN MARKET, LLC	1118 4TH AVE N
AMDUR, LEONARD & K&L PROPERTIES PARTNERSHIP	1216 ROSA L PARKS BLVD
H.G. HILL REALTY COMPANY, LLC	1120 5TH AVE N
MOBLEY, CAROLE ANN	1328 5TH AVE N
LYONS, CHRISTY B.	1201 A 7TH AVE N
GERMANTOWN PROPERTIES, LLP	1308 ROSA L PARKS BLVD
KING, MICHAEL JOHN ABRAHAM	1235 6TH AVE N
8TH STREET BAPTIST CHURCH TRS.	1223 6TH AVE N
WARNER, HARRIET OVERTON	1218 7TH AVE N
ZEITLIN, JEFFREY A.	404 TAYLOR ST
FERREE, DAVID A. ET UX	1230 6TH AVE N
TAYLOR STREET INVESTMENTS, LLC.	709 TAYLOR ST
ASSUMPTION CATHOLIC CHURCH	0 7TH AVE N
H.G. HILL REALTY COMPANY, LLC	1118 5TH AVE N
FFNRP LLC	1320 ROSA L PARKS BLVD
H. G. HILL REALTY COMPANY, LLC	1114 5TH AVE N
GOIN, DAVID, III & ADAMS, LARRY J	1207 7TH AVE N
WILLIAMSON, PAUL W.	0 ROSA L PARKS BLVD
GERMANTOWN MARKET, LLC	1116 4TH AVE N
STEWART, ROBERT L. & SARITA M.	1321 3RD AVE N
KOMLINE, KYLE & SON, HERRIE & BYONG HYON & MYONG HEE	1210 7TH AVE N

FELL, KATHLEEN WALLER	1208 7TH AVE N
VISTA GERMANTOWN APARTMENTS, L.P.	515 MADISON ST
MANSON, ASHLEY MARIE	1314 6TH AVE N
WALKER, DEE ANN	1215 A 5TH AVE N
DPB&C, LLC	1310 6TH AVE N
CAMPBELL, BERDELLE T.	1217 5TH AVE N
COOPERMONTY	604 MONROE ST
HILL REVOLVER, LLC	1104 ROSA L PARKS BLVD
AMDUR, LEONARD & PETERS PROPERTY MGT	1220 ROSA L PARKS BLVD
DARLING, MICHAEL P., JR. & JENNIFER L.	409 TAYLOR ST
ASSUMPTION CATHOLIC CHURCH	0 7TH AVE N
CAMPBELL, ERNEST Q. FAMILY TRUST	1219 5TH AVE N
WALLACE, SHEILA	1407 4TH AVE N
ASSUMPTION CATHOLIC CHURCH	1224 7TH AVE N
NOLA TRUST, THE	1330 5TH AVE N
HOGAN, RONALD W. TRUST AGREEMENT	1227 5TH AVE N
GERMANTOWN INN, LLC	1218 6TH AVE N
MANSON, ASHLEY MARIE	1223 5TH AVE N
ASSUMPTION CATHOLIC CHURCH	1221 7TH AVE N
P & H GERMANTOWN PROPERTY, LLC	1311 4TH AVE N
HOLLAND, NICHOLAS L. & BRANDI L.	1313 4TH AVE N
LIVERY AT 5TH AND MONROE, LLC	1231 5TH AVE N
STROBEL, CHARLES F. ET AL	1331 4TH AVE N
SHARK FINANCIAL HOLDINGS, LLC	518 MONROE ST
HILL REVOLVER, LLC	700 JEFFERSON ST
PETERS, KARL E. & ANN M. & AMDUR, LEONARD	1210 ROSA L PARKS BLVD
WESTPHAL, RONALD & MARCIA	1404 4TH AVE N
HOTTENSTEIN, FELIX ANDRE REVOCABLE LIVING TRUST, THE	1324 5TH AVE N
MONDAY, WENDY CLAIRE & SPANGLER, JOHN THOMAS	1231 6TH AVE N
JEFFERSON STREET INVESTMENTS, LLC	609 MADISON ST
JEFFERSON STREET INVESTMENTS, LLC	1104 7TH AVE N
LOWRIE REAL ESTATES, LLC	1312 6TH AVE N
H. G. HILL REALTY COMPANY, LLC	1117 4TH AVE N
CSMTN INVESTMENTS, LLC	1311 6TH AVE N
CHAMBERS, SCOTT C. & LEQUIRE, ANDREE	1309 5TH AVE N
GERMANTOWN PARTNERS, LLC	1319 A 5TH AVE N
TARPEY, DONALD & RANDALL	708 MONROE ST
SOLOMON KLEIN, LLC	1224 6TH AVE N
CURREN, JOHN & BERTHA H.	405 TAYLOR ST
DILLIHAY, MARILYN J.	1306 6TH AVE N
GERMANTOWN REAL ESTATE, LLC	1324 4TH AVE N
BARRETT, RANDALL LEE & DIANE MANIVONG	1315 4TH AVE N
PROBY, JASON & MEGAN	1309 6TH AVE N
SMITH, MELVIN JACKSON	706 MONROE ST
COGGINS, HORACE W. & TERRY E. & ROY DALE	1327 4TH AVE N
GERMANTOWN PARTNERS, LLC	1317 5TH AVE N
CROSSROADS CAMPUS, THE	707 MONROE ST

JEFFERSON STREET LOFTS, L.P.
 BOYD, IRENE R.
 FERNANDEZ, MARCOS A. & SCHKLAR, STANLEY R.
 LEMENSE, JOSEPH CHARLES JR & MEGAN MOORE
 KE HOLDINGS, LLC
 WILLIAMS, ROBERT R., III & AMY C.
 MAY, CHARLES & JULIE
 LEACH, JUSTIN W. & KERRY D.
 DUNCAN, JAMES R. & KATHY JO C.
 IBRAHIM, MICHAEL & GERGES, ABRAM
 BOYLAN, JASON L.
 CROW, NORMA J.
 JEFFERSON STREET INVESTMENTS, LLC
 CARROLL, BARBARA L.
 JEFFERSON STREET INVESTMENTS, LLC
 H.G. HILL REALTY COMPANY, LLC
 LAWRENCE, HARRY EMMETTE & HOCHBERG, LINDA
 PEAGLER, THOMAS
 PECK, BRADLEY E. & TUCKER, RICHARD B.
 KANWAR, BHAG S.
 KSM HOLDINGS LLC
 1401 4TH AVENUE, LLC
 H. G. HILL REALTY COMPANY, LLC
 H. G. HILL REALTY COMPANY, LLC
 H. G. HILL REALTY COMPANY, LLC
 LINK, JACK & SONYA
 1320 5TH AVENUE NORTH, LLC
 BROWN, MARTHA B.
 SWYERS, JOHN W. ET UX
 HOOPER PROPERTY LLC
 HOLLINGS, WILLIAM D.
 PRINE, JOHN & FIONA WHELAN FAMILY TRUSTS
 HOLLAND, NICHOLAS L. & BRANDI L.
 LONDON, HILLARD J. ET UX
 AMDUR, LEONARD & K&L PROPERTIES PARTNERSHIP
 GERMANTOWN PHASE II, LLC
 ASSUMPTION CATHOLIC CHURCH
 WEINBERGER, SHEILA
 CHURCH OF ASSUMPTION & SCHOOL
 MP REAL ESTATE, LLC
 PETERS, GRETCHEN
 PRICE, MARY JO
 MAINLAND GERMANTOWN, LLC
 WALKER, DEE ANN
 THOMPSON, GINA DANIELLE
 1326A PROPERTY PARTNERSHIP
 DENMARK, JILL

1100 4TH AVE N
 1213 5TH AVE N
 602 MONROE ST
 1228 6TH AVE N
 1406 5TH AVE N
 1319 4TH AVE N
 1212 6TH AVE N
 1221 6TH AVE N
 1319 6TH AVE N
 1312 ROSA L PARKS BLVD
 1323 3RD AVE N
 1307 2ND AVE N
 600 JEFFERSON ST
 1229 6TH AVE N
 622 JEFFERSON ST
 1116 5TH AVE N
 1402 4TH AVE N
 600 MONROE ST
 1307 6TH AVE N
 1323 4TH AVE N
 1322 4TH AVE N
 1401 4TH AVE N
 1200 ROSA L PARKS BLVD
 1203 7TH AVE N
 1209 7TH AVE N
 1308 6TH AVE N
 1320 5TH AVE N
 1325 3RD AVE N
 510 MONROE ST
 1316 4TH AVE N
 1237 6TH AVE N
 512 MONROE ST
 1312 5TH AVE N
 1315 5TH AVE N
 1214 ROSA L PARKS BLVD
 1318 6TH AVE N
 1213 7TH AVE N
 411 TAYLOR ST
 1225 7TH AVE N
 1239 6TH AVE N
 1225 5TH AVE N
 1229 5TH AVE N
 601 MADISON ST
 1215 B 5TH AVE N
 1326 B ROSA L PARKS BLVD
 1326 A ROSA L PARKS BLVD
 1226 5TH AVE N

CAMPFIELD, CHAD & TRACY	1224 5TH AVE N
FITZPATRICK, BRIAN T.	1222 5TH AVE N
BUTLER, MATTHEW D. & ASHLEE J.	1220 5TH AVE N
ECKERT, BRIAN	1218 5TH AVE N
SEALS, AMY JEANECE	1216 5TH AVE N
POWELL, KEVIN JOSEPH	1214 5TH AVE N
GREENFIELD, STEVEN R.	1212 5TH AVE N
BARRY, KATHLEEN S. & MARK G.	1210 5TH AVE N
POOLE, ARTHUR J., JR. & KATHERINE M.	1208 5TH AVE N
HARRISON, ANNE WALKER	1206 5TH AVE N
BLACKBURN, TERESA	1204 5TH AVE N
CLAYTON, TERRY R.	1402 5TH AVE N
LEDFORD, RONALD L., JR.	1320 A 4TH AVE N
STENSON, MAKEBA & HOWARD	1320 B 4TH AVE N
O.I.C STONE COTTAGE TOWNHOMES	1320 C 4TH AVE N
JONES, CINDI E.	1410 5TH AVE N
LAVIA, MICHAEL & VIRGINA	1412 5TH AVE N
PARMET, RACHEL E. & HAROOTYAN, SCOTT V.	1414 5TH AVE N
ESWORTHY, MICHAEL & SLAYTON, MOLLY	1416 5TH AVE N
LITTMAN, ALLISON COLETTE	427 VAN BUREN ST
JOINER, KELLYE DIANE REVOCABLE TRUST	425 VAN BUREN ST
INTOWN PROPERTIES, L.L.C.	0 5TH AVE N
BOOTH, FRED D. & KATHRYN R.	1317 4TH AVE N
WESTLAND, JULIA	1211 B 5TH AVE N
ROSENBAUM, RICHARD T. & AUBREY L.	1211 A 5TH AVE N
LANAUX, ASHLEY	1209 B 5TH AVE N
DONALD JAMES ALLEN DECLARATION OF TRUST	1209 A 5TH AVE N
LEE, CAROLINE & COLE, REBEL A.	1205 B 5TH AVE N
OBEIDAT, FIRAS M & CORI JEAN	1205 A 5TH AVE N
GOODMAN, DAVID	1207 A 5TH AVE N
SHICK, ROBERT W., JR.	1207 B 5TH AVE N
O.I.C. GERMANTOWN COURT CONDO	1211 C 5TH AVE N
GIFFORD, CHELSEA IRREVOCABLE TRUST, THE	0 ROSA L PARKS BLVD
FINE, DUSTIN	1400 ROSA L PARKS BLVD 101
GRIFFIN, DAYTON JR.	1400 ROSA L PARKS BLVD 102
CROUT, GEOFFREY T	1400 ROSA L PARKS BLVD 103
MCFERRAN, TAYLOR MITCHELL	1400 ROSA L PARKS BLVD 104
GUMS, JOSEPH H. & DAWN R.	1400 ROSA L PARKS BLVD 105
MADZIN, MICHAEL	1400 ROSA L PARKS BLVD 106
GLOVER, ROBERT J.	1400 ROSA L PARKS BLVD 107
BROOKS, MICHELLE & CHA, YONG	1400 ROSA L PARKS BLVD 109
DIN, RICHARD	1400 ROSA L PARKS BLVD 110
BASTIN, CHRIS & JULIANA	1400 ROSA L PARKS BLVD 111
KIVA STUDIOS OF NASHVILLE GP	1400 ROSA L PARKS BLVD 112
LEHNING-EDWARDS REVOCABLE LIVING TRUST	1400 ROSA L PARKS BLVD 114
LEHNING-EDWARDS REVOCABLE LIVING TRUST	1400 ROSA L PARKS BLVD 115
PASSONI, STEFANO & ZANARDI, FREDERICA	1400 ROSA L PARKS BLVD 201

BLOOM, THOMAS F. & NORTON, HELEN B.(LEE)	1400 ROSA L PARKS BLVD 203
WELDON, JOHN M. & ROSEMARY	1400 ROSA L PARKS BLVD 204
REESE, PAUL II	1400 ROSA L PARKS BLVD 205
MILLER, JACK & STUTTS, ROBERT	1400 ROSA L PARKS BLVD 206
MILLER, JACK & STUTTS, ROBERT	1400 ROSA L PARKS BLVD 207
LUMMUS, MELISSA	1400 ROSA L PARKS BLVD 208
RAMAGE, ELIZABETH	1400 ROSA L PARKS BLVD 209
DENNY, BRANDON	1400 ROSA L PARKS BLVD 210
HOLT, MATTHEW R.	1400 ROSA L PARKS BLVD 211
MAYS, RACHEL L.	1400 ROSA L PARKS BLVD 213
OPEN YOUR ART, LLC	1400 ROSA L PARKS BLVD 215
WOODROW, KRISTIN	1400 ROSA L PARKS BLVD 301
SNOW, JOHN THOMAS & STACY	1400 ROSA L PARKS BLVD 302
WARREN, STRYKER, JR., TRUSTEE	1400 ROSA L PARKS BLVD 303
PETRAGLIA, ANGELO T. & JESSICA EULENE SHERMAN	1400 ROSA L PARKS BLVD 305
ANDERSON, MICHAEL C.	1400 ROSA L PARKS BLVD 306
KESSLER, STUART A. & MARGARET D.	1400 ROSA L PARKS BLVD 307
SANTONASTASO, KEVIN & KIM	1400 ROSA L PARKS BLVD 406
DESAI, PARAG	1400 ROSA L PARKS BLVD 407
SMITH, MELVIN JR	1400 ROSA L PARKS BLVD 409
POPESCU, STEFAN	1400 ROSA L PARKS BLVD 410
CASTEEL, SETH & KEITH W	1400 ROSA L PARKS BLVD 411
PMC (USA) CORP.	1400 ROSA L PARKS BLVD 412
COHEN, JEFFREY H. & RICHARD A. & ELAINE	1400 ROSA L PARKS BLVD 308
CHAFFIN, BLAKE	1400 ROSA L PARKS BLVD 309
DEES, CATHERINE ABIGAIL TERRY, TRUSTEE	1400 ROSA L PARKS BLVD 310
WOODWARD, WILLIAM BRANDON & ERIN ANN	1400 ROSA L PARKS BLVD #312
TRISARNSRI, DUARG NATE	1400 ROSA L PARKS BLVD 313
COWIE, JEFFERSON & MADELEINE CASAD	1400 ROSA L PARKS BLVD 401
MONDAY, WENDY	1400 ROSA L PARKS BLVD 402
MABRY, MARK	1400 ROSA L PARKS BLVD 403
FRISKICS-WARREN, MARY K. & WILLIAM T.	1400 ROSA L PARKS BLVD 404
EDWARDS, WESLEY A.	1400 ROSA L PARKS BLVD 405
BOYLAN, PAMELA K.	308 TAYLOR ST
NORRBOM, DAVID P.	306 TAYLOR ST
O.I.C. THE TAYLOR TOWNHOUSE	308 B TAYLOR ST
COFFMAN, TIMOTHY A. & UNERTL, KIM M.	1313 7TH AVE N
O.I.C. 1200 FIFTH AVENUE NORTH CONDOMINIUMS	1200 5TH AVE N
GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 104
GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 102
GERMANTOWN PARTNERS, LLC	1200 5TH AVE N 100
RICHARDS, NICHOLAS	1200 5TH AVE N 412
4FP, LLC	1200 5TH AVE N 414
UPADHYAYA, VIJAY K.	1200 5TH AVE N 416
TIERNEY, NATHAN & LEEZA	1200 5TH AVE N 418
GASTON, GARY FLOYD	1200 5TH AVE N 420
GASTON, GARY	1200 5TH AVE N 422

MOORE, STEPHANIE A.	310 TAYLOR ST
HIERS, CHERYL LOUISE	1400 4TH AVE N
BERDAUS, ELAINE B. & CELANI, VICKI F.	1410 ROSA L PARKS BLVD 10
ISAACSON, ELINE	1410 ROSA L PARKS BLVD 20
HERRON, ROY B. & MILLER-HERRON, NANCY CAROL	1410 ROSA L PARKS BLVD 30
HENDRICKSON, ELLEN ALEXANDRA	1410 ROSA L PARKS BLVD 50
HERRON, ROY B. & MILLER-HERRON, NANCY CAROL	1410 ROSA L PARKS BLVD 40
BALL, JOHN JAMES	1410 ROSA L PARKS BLVD 60
WARD, TYLER	1410 ROSA L PARKS BLVD 70
BURRISS, ROBERT & KAREN	1400 ROSA L PARKS BLVD 116
REEVES, PAUL, II	1400 ROSA L PARKS BLVD 117
CHANDLER, ERIC K.	1400 ROSA L PARKS BLVD 118
TURNER, STEVEN E.	1400 ROSA L PARKS BLVD 119
WERTHAN REVOCABLE LIVING TRUST	1400 ROSA L PARKS BLVD 130
EDWARDS, TED & KATHIE L.	1400 ROSA L PARKS BLVD 133
COON, RICHARD ANDREW & CASSANDRA ISENHOWER	1400 ROSA L PARKS BLVD 134
EDWARDS, TED & KATHIE	1400 ROSA L PARKS BLVD 140
NELSON, MARSHALL W & BRYNA M	1400 ROSA L PARKS BLVD 216
BYRD, EMILY M.	1400 ROSA L PARKS BLVD 217
PORTER, MACKENZIE & ETHERIDGE, JAMES III	1400 ROSA L PARKS BLVD 218
DANIELS, KELCIE L.	1400 ROSA L PARKS BLVD 219
VALEAN, CRISTIAN	1400 ROSA L PARKS BLVD 220
ATALLA, FOUAD VICTOR, DR. & MARGARET W.	1400 ROSA L PARKS BLVD 221
WATTS, GRETCHEN B.	1400 ROSA L PARKS BLVD 222
SONG, CHI S. & KANG, SHIN J.	1400 ROSA L PARKS BLVD 223
ILLIG, JAMES JOHN & LYNCH, CARA	1400 ROSA L PARKS BLVD 225
KCG, LLC	1400 ROSA L PARKS BLVD 230
KCG, LLC	1400 ROSA L PARKS BLVD 231
PLOTNER, CHRISTINE J.	1400 ROSA L PARKS BLVD 232
CORRICELLI, MIKEL & ROSEMARY	1400 ROSA L PARKS BLVD 233
PADDOCK, CARRIE	1400 ROSA L PARKS BLVD 316
BROWNELL, SARAH	1400 ROSA L PARKS BLVD 317
REED, MARY WESLYN	1400 ROSA L PARKS BLVD 318
BRADSHAW, MICHAEL A	1400 ROSA L PARKS BLVD 319
WILFAND, ALEX ROSS	1400 ROSA L PARKS BLVD 320
STANLEY, ANGELA R.	1400 ROSA L PARKS BLVD 321
MORRISON, DANIEL	1400 ROSA L PARKS BLVD 322
RAMEZANIFAR, AZZIEN & JAVAD & PARSA, AZAR	1400 ROSA L PARKS BLVD 323
ROTHAUSER, ROBERT	1400 ROSA L PARKS BLVD 325
PECK, TRACY	1400 ROSA L PARKS BLVD 330
STD PROPERTIES, LLC	1400 ROSA L PARKS BLVD 331
OZMENT, ELIZABETH B. & ALEJANDRO BENITO	1400 ROSA L PARKS BLVD 332
WALLACE, WILLIAM C., II & JENNIFER	1400 ROSA L PARKS BLVD 333
ELLIS, ANDREW B.	1400 ROSA L PARKS BLVD 418
TWENTY ONE FOREVER, LLC	1400 ROSA L PARKS BLVD 430
O.I.C. CORNER GROCERY CONDOS	312 B TAYLOR ST
KRUPPA, ADINA	312 TAYLOR ST

LEAHEY, ANDREW C. & EMILY M.
 MICHALOWSKI, PIOTR & RELYEA, DEANNA
 O.I.C. 1318 4TH AVENUE TOWNHOMES AMENDED
 WOODLAND STREET PARTNERS, LLC
 GERMANTOWN II, LLC
 LFM REAL ESTATE, LLC
 LFM REAL ESTATE, LLC
 O.I.C. SUMMER STREET LOFTS
 CMG HOLDING, LLC
 DOBROVOLSKY, SASHA
 MATTINGLY, ASHLEY SIMPSON & PHILLIP JR.
 VAUGHAN, ROBERT
 MADSTREET, LLC
 KETE, LOUIS RILEY
 GERMANTOWN PARTNERS, LLC
 GERMANTOWN PARTNERS, LLC
 BO, RENO
 CLARK, DENNIS W.
 HENRY, GREER MAHONEY & MICHAEL RONALD
 STREET, TIFFANY K
 O.I.C. D.T. MCGAVOCK H.O.A.
 SOROUSHAZARI, SIMIN
 TRIGIANI, MICHAEL A.
 O.I.C. GERMANTOWN MADISON SQUARE CONDOMINIUMS
 BAUGH, GARY A. & DENISE
 TOCZYLOWSKI, SAMUEL & KATHERINE
 COHEN, ANDREW
 HESSELD AHL - HARD, ASHLEY K
 REVEREZA, IAN
 BLOOM, THOMAS FRANK & NORTON, HELEN B.
 FOWLER, BLAIRE & MASSEY, JOANNE
 CLEMENTS, JOHN DEREK
 MEIER, TYLER & DANAE & ALWARDT, DARIN
 HIMES, DOUGLAS & MARIANNE
 DENNEY, WILLIAM D.
 GUTHRIE, EDWARD S. & RUTH
 CHUMLEY, JON M.
 PETERSON, CHARLOTTE
 GILANI, ASRA
 BROWN, DERRICK S.
 HUGHES, CAITLIN ELIZABETH & JAMES DESMOND
 JERKOVIC, MLADEN
 O.I.C. WERTHAN LOFTS CONDOMINIUMS IV & V
 O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 7TH AMEND
 BUI, BRYAN & SMITH, MARIAH
 EARL, MARK J. & SHANNON K.
 ZAGER, JEFFREY A

1318 A 4TH AVE N
 1318 B 4TH AVE N
 1318 C 4TH AVE N
 0 3RD AVE N
 1306 3RD AVE N
 1310 A 3RD AVE N
 1308 A 3RD AVE N
 1201 5TH AVE N
 500 MADISON ST 101
 500 MADISON ST 102
 500 MADISON ST 103
 500 MADISON ST 104
 500 MADISON ST 105
 500 MADISON ST 106
 500 MADISON ST 107
 1201 5TH AVE N 202
 1201 5TH AVE N 203
 1201 5TH AVE N 101
 415 VAN BUREN ST
 417 VAN BUREN ST
 417 B VAN BUREN ST
 1201 5TH AVE N 102
 1201 5TH AVE N 103
 508 MADISON ST
 1204 6TH AVE N
 1202 6TH AVE N
 522 MADISON ST
 520 MADISON ST
 518 MADISON ST
 516 MADISON ST
 514 MADISON ST
 512 MADISON ST
 510 MADISON ST
 508 MADISON ST 9
 508 MADISON ST 8
 508 MADISON ST 7
 508 MADISON ST 6
 508 MADISON ST 5
 508 MADISON ST 4
 508 MADISON ST 3
 508 MADISON ST 2
 508 MADISON ST 1
 1350 ROSA L PARKS BLVD
 1350 ROSA L PARKS BLVD 234
 1234 5TH AVE N
 1236 5TH AVE N
 421 MONROE ST

REV'D UP HOLDINGS, LLC
 CHRISTENSON, DONALD E. & CHERYL L.
 CREASON, ROBERT B. & CINDY S.
 O.I.C LUXUS GERMANTOWN
 MURPHY, MAUREEN P.
 KIENZLE, JACLYN
 MARTENS, PAULA L.
 PATTEN, CHERYL A.
 KOELLEIN, DAVID
 LANDIS FAMILY TRUST
 RAY, ROGER ALLEN & BEBE BETH
 BENNETTE, NIKIA
 ENGLE, KENNETH
 LAO LLC
 PSALTIRAS, ANN ARTEMIS
 GERELICK, JERRY & LARRAINE
 COHEN, MICHAEL A. & MARY
 CALDWELL, DONALD & TERRI SUE
 PERRIN, JAMES W.
 TITE, STEPHEN N.
 BAILEY, CHRISTINA MICHELLE
 O'BRIEN, MARTHA ASHLEY
 FRAANCESCON, BRITTANY
 FORSYTHE, EMILY
 KONDUS, JESSICA MEARS & TERRA J.
 POPESCU, STEFAN
 IGNASIAK, KEELEY B
 PHILLIPS, RACHEL MARIE & DUANE ALGER
 BOLGER, KEVIN P & PHILIP C
 BUTCHER, LAURA
 FUGELSANG, LISA M & ADORNETTO, JOHN
 BURRESS, SUSAN ANDRE'
 PUCKETT, LUCAS HOLLAND
 EHRLER, STEPHEN
 DUNCAN, JENNIFER F.
 TURNER, MARK F.
 SCUDERI, BENJAMIN
 JOINER, JEREMY JAY
 NEAL, COREY W. & KATHRYN A.
 THAHANE, EDITH & TIMOTHY
 KEIFFER, BRADLEY D.
 SCHNEIDER, RYANN M. & SELEWSKI, JAMES D., JR.
 O'LEARY, JARED & JENNEY, CHELSEA
 BROWN, LATASHA NICHOLE
 DULEY, CAROLINE V. & SUZANNE L.
 BRADLEY, KEVIN C.
 MANY, CHARLES PHILLIP & ZAHN, ROBERT WAYNE

419 MONROE ST
 417 MONROE ST
 415 MONROE ST
 419 B MONROE ST
 419 VAN BUREN ST
 421 VAN BUREN ST
 1340 ROSA L PARKS BLVD
 1342 ROSA L PARKS BLVD
 1344 ROSA L PARKS BLVD
 1346 ROSA L PARKS BLVD
 1348 ROSA L PARKS BLVD
 1350 ROSA L PARKS BLVD 201
 1350 ROSA L PARKS BLVD 202
 1350 ROSA L PARKS BLVD 203
 1350 ROSA L PARKS BLVD 204
 1350 ROSA L PARKS BLVD 205
 1350 ROSA L PARKS BLVD 206
 1350 ROSA L PARKS BLVD 207
 1350 ROSA L PARKS BLVD 208
 1350 ROSA L PARKS BLVD 209
 1350 ROSA L PARKS BLVD 210
 1350 ROSA L PARKS BLVD 211
 1350 ROSA L PARKS BLVD 212
 1350 ROSA L PARKS BLVD 213
 1350 ROSA L PARKS BLVD 214
 1350 ROSA L PARKS BLVD 215
 1350 ROSA L PARKS BLVD 216
 1350 ROSA L PARKS BLVD 217
 1350 ROSA L PARKS BLVD 218
 1350 ROSA L PARKS BLVD 219
 1350 ROSA L PARKS BLVD 220
 1350 ROSA L PARKS BLVD 221
 1350 ROSA L PARKS BLVD 222
 1350 ROSA L PARKS BLVD 223
 1350 ROSA L PARKS BLVD 224
 1350 ROSA L PARKS BLVD 225
 1350 ROSA L PARKS BLVD 226
 1350 ROSA L PARKS BLVD 227
 1350 ROSA L PARKS BLVD 228
 1350 ROSA L PARKS BLVD 229
 1350 ROSA L PARKS BLVD 230
 1350 ROSA L PARKS BLVD 231
 1350 ROSA L PARKS BLVD 232
 1350 ROSA L PARKS BLVD 233
 1350 ROSA L PARKS BLVD 301
 1350 ROSA L PARKS BLVD 302
 1350 ROSA L PARKS BLVD 303

OGLETON, BENJAMIN, II	1350 ROSA L PARKS BLVD 304
PUNCH, KRISTINA & SHOEMATE, ZACHARY	1350 ROSA L PARKS BLVD 305
JANUSEK, JOHN W. & GUENGERICH, ANNA KATHERINE	1350 ROSA L PARKS BLVD 306
WOLFE INVESTMENTS LIMITED PARTNERSHIP	1350 ROSA L PARKS BLVD 307
CARVALLO, RAQUEL	1350 ROSA L PARKS BLVD 308
READ, AMY E. & BERTRAM, KATHERINE	1350 ROSA L PARKS BLVD 309
MERANI, REBER & HASSAN & JEHAN	1350 ROSA L PARKS BLVD 310
HAYMAN, KEITH W.	1350 ROSA L PARKS BLVD 311
BEZEK, BRANDY	1350 ROSA L PARKS BLVD 312
BUTLER, MICHAEL C. & NANCY M.	1350 ROSA L PARKS BLVD 313
SHAHGOLI, MANA	1350 ROSA L PARKS BLVD 314
BURTON, ANDREW MORGAN	1350 ROSA L PARKS BLVD 315
BECKER, GREG & STEPHANIE	1350 ROSA L PARKS BLVD 316
ZAHN, ROBERT W.	1350 ROSA L PARKS BLVD 317
HOSTRANDER, KENNETH	1350 ROSA L PARKS BLVD 318
TRISARRSRI, DUANG-JAI DONNA	1350 ROSA L PARKS BLVD 319
WEIKERT GEORGIA PROPERTIES, LLC	1350 ROSA L PARKS BLVD 320
MUNLEY, LAUREN	1350 ROSA L PARKS BLVD 321
GOODHUE, BRONTE	1350 ROSA L PARKS BLVD 322
DESNOYERS, CHRISTINA R. & MARIE ASTRID	1350 ROSA L PARKS BLVD 323
CONWAY, KATHERINE L.	1350 ROSA L PARKS BLVD 324
HAGAN, JAMIE	1350 ROSA L PARKS BLVD 325
SORENSEN, LISA A. & SCHIMMEL, SCOTT F.	1350 ROSA L PARKS BLVD 326
NEEL, CHRISTOPHER	1350 ROSA L PARKS BLVD 327
ELY, EUGENE WESLEY & KIM	1350 ROSA L PARKS BLVD 328
BOWERS, BARBARA	1350 ROSA L PARKS BLVD 329
ANDERSON, ABIGAIL D. & STEVEN J.	1350 ROSA L PARKS BLVD 330
CRASS, DAVID A. & WILDEMAN, ANNA J.	1350 ROSA L PARKS BLVD 331
DAVIS, RONALD W. II	1350 ROSA L PARKS BLVD 332
MACKERT, JOHN R., III	1350 ROSA L PARKS BLVD 333
WHITE, LEW & DIANNE	1350 ROSA L PARKS BLVD 401
DEES, CATHERINE ABIGAIL TERRY TRUST	1350 ROSA L PARKS BLVD 402
LOWRY, PATRICK O.	1350 ROSA L PARKS BLVD 403
EPSTEIN, DIANA AUBALE	1350 ROSA L PARKS BLVD 404
WOSIAK, TOMASZ ROMAN & LAURA	1350 ROSA L PARKS BLVD 405
BECKER, PAUL WAYNE	1350 ROSA L PARKS BLVD 406
BELL, PAUL STEVEN & E. MENIE	1350 ROSA L PARKS BLVD 407
LAGRANGE, TAYLOR & CHRISTIE	1350 ROSA L PARKS BLVD 408
MACDONALD, PETER C. & MARGARET J.	1350 ROSA L PARKS BLVD 409
ICE, CHAD & SARAH	1350 ROSA L PARKS BLVD 410
MORRIS, RAKHEL A. & GRIFFIN J.	1350 ROSA L PARKS BLVD 411
HAYNES, CHRISTOPHER M.	1350 ROSA L PARKS BLVD 412
REED, MATTHEW	1350 ROSA L PARKS BLVD 413
GOODHUE, BRONTE	1350 ROSA L PARKS BLVD 414
LE, AIMEE	1350 ROSA L PARKS BLVD 415
RAISIAN, SARAH ELIZABETH & JOYCE	1350 ROSA L PARKS BLVD 416
SPERKO, RYAN SHAW	1350 ROSA L PARKS BLVD 417

EDWARDS, KENNETH & KATHRYN	1350 ROSA L PARKS BLVD 418
GARSKE, KASSANDRA	1350 ROSA L PARKS BLVD 419
EDMISTON, ROBERT & WILLIAM	1350 ROSA L PARKS BLVD 420
POOLE, BARRY J. & DEBORAH S.	1350 ROSA L PARKS BLVD 421
STRATTON, MARK	1350 ROSA L PARKS BLVD 422
SPENCER, SHERYL L. & WADDELL, THOMAS	1350 ROSA L PARKS BLVD 423
WILLARD, NOLAN	1350 ROSA L PARKS BLVD 424
HUMERICKHOUSE, KENT & OZCAN	1350 ROSA L PARKS BLVD 425
LOWES, ALEXIS	1350 ROSA L PARKS BLVD 426
PRIST, DANIEL G.	1350 ROSA L PARKS BLVD 427
JANSON, JOLLY J.	1350 ROSA L PARKS BLVD 428
DEBOLD, JULIA M.	1350 ROSA L PARKS BLVD 429
KNIGHTON, ANNA E.	1350 ROSA L PARKS BLVD 430
SMOLEN, LAWRENCE J. & HNILICA, SUZANNE S.	1350 ROSA L PARKS BLVD 431
GALLION, STEVEN K. & FERNANDEZ, JORGE	1350 ROSA L PARKS BLVD 432
CLARK, ROBERT G. & SUSAN M.	1350 ROSA L PARKS BLVD 433
BURCKLE, ERIN	1352 ROSA L PARKS BLVD 400
FORSYTHE, EMILY	1352 ROSA L PARKS BLVD 401
HAYMAN, KEITH	1352 ROSA L PARKS BLVD 402
LANDIS, LINDSAY & HACKBARTH, TAYLOR	1352 ROSA L PARKS BLVD 403
HAYMAN, KEITH	1352 ROSA L PARKS BLVD 404
MITCHELL, CLAYTON	1352 ROSA L PARKS BLVD 405
M C BARRELL, LLC	1352 ROSA L PARKS BLVD 406
TANNER, DAREK	1352 ROSA L PARKS BLVD 407
NUZZO, JOSEPH & DOROTHY	1352 ROSA L PARKS BLVD 408
RICE, IAN & GARVEY, ANDREA	1352 ROSA L PARKS BLVD 409
IMCON SERVICES, INC.	1352 ROSA L PARKS BLVD 410
VOEGELE, KATE & HUGHES, BRETT	1352 ROSA L PARKS BLVD 411
SHELTON, RICHARD L.	1352 ROSA L PARKS BLVD 412
SMITH, CRAIG S.	1352 ROSA L PARKS BLVD 413
HUGHES, LORENZO T	1352 ROSA L PARKS BLVD 414
HARRINGTON, JOSEPH LAWRENCE & QUIGLEY, LISA LYNN	1352 ROSA L PARKS BLVD 415
SCOTT, WILLIAM STUART	405 VAN BUREN ST
KATZ, BENJAMIN	1415 4TH AVE N
MERRIKH, HOURA & CHRISTOPHER N.	413 VAN BUREN ST 103
ANDREWS, SCOTT D.	413 VAN BUREN ST 102
SILVA FAMILY TRUST	413 VAN BUREN ST 101
STUBER, JASON BRENT	411 VAN BUREN ST
LOPEZ, CARLOS F. & LESKEL, OLESYA A.	409 VAN BUREN ST
RABELL, JARED MICHAEL & AMANDA HELENE	407 VAN BUREN ST
BROOKS, ANDREW M.	403 VAN BUREN ST
STAGER, CLAUDETTE C.	1427 4TH AVE N
LIGHT, MICHAEL II	1425 4TH AVE N
SCHAPPELL, MATTHEW WATSON & ERIKA NELSON	1423 4TH AVE N
MOHAMMED, ABDALLA G. & GASMELSEED, AZZA	1421 4TH AVE N
HUCKE, WILLIAM L & NATALIE L	1419 4TH AVE N
RAND, SEAN & HOLT, CHELSEA	1417 4TH AVE N

ELTOM, SAKINA E. & MOHAMMED, ABDALLA
 O.I.C. HOWEOWNERS GERMANTOWN STATION CONDOMINIUM
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 O.I.C. THE SQUARE MASTER CONDOMINIUM
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 4TH AND MADISON, LLC
 ROOS, MICHAEL & KATHERINE
 HAWKINS, PATRICE L.
 SWHR GERMANTOWN RESIDENTIAL, LLC
 ROSE-BELCHER, STEPHANIE & BELCHER, WILLIAM JR.
 JAMES, SAMUEL D. & DASH, DONNA J.
 O.I.C. HOMES AT 1318 3RD AVENUE NORTH
 BULLINGER, RITA
 GNARK, SEAN PATRICK & JULIE CORBY
 SMITH, SHARON ELIZABETH
 GASKILL, REBECCA L, REVOCABLE LIVING TRUST AGREEMENT
 GILLIAM - SWARTZ, JAMIE L
 CORBY, CHRISTOPHER D. & MARY L.
 KOCHTITZKY, RODNEY M.
 LANGE, GINGER
 HINTON, MARY C.
 COLOWICK, NANCY E. & LUCKES, DOUG S.
 EVERGREEN PARTNERSHIP LLC, THE
 CIRULLI FAMILY TRUST
 SAPPENFIELD, MATTIE LIEU LIVING TRUST
 HEMMEGER, HEATHER M & DOBBERT, ALEXANDER FREDRICK
 OPYT, BARBARA J.
 HOLLINGSWORTH, AMANDA
 LI, HORTON SCOTT & ANGELA L.
 DOBBINS, DOT
 FARLEY, J. S.

413 VAN BUREN ST 104
 413 VAN BUREN ST
 1216 4TH AVE N 101
 1216 4TH AVE N 102
 1216 4TH AVE N 103
 1216 4TH AVE N 104
 1216 4TH AVE N 105
 1216 4TH AVE N 106
 1216 4TH AVE N 108
 1216 4TH AVE N 109
 1216 4TH AVE N 110
 322 MADISON ST 201
 322 MADISON ST 202
 322 MADISON ST 203
 1216 4TH AVE N
 1200 4TH AVE N
 314 MADISON ST
 1204 4TH AVE N
 1206 4TH AVE N
 1208 4TH AVE N
 1210 4TH AVE N
 1212 4TH AVE N
 312 MADISON ST
 401 VAN BUREN ST
 1515 5TH AVE N
 1316 3RD AVE N
 1318 3RD AVE N
 1318 B 3RD AVE N
 1325 5TH AVE N 1
 1325 5TH AVE N 2
 1325 5TH AVE N 3
 1325 5TH AVE N 4
 1325 5TH AVE N 5
 1325 5TH AVE N 6
 1325 5TH AVE N 7
 1325 5TH AVE N 8
 1325 5TH AVE N 9
 1325 5TH AVE N 10
 1325 5TH AVE N 11
 1325 5TH AVE N 12
 1325 5TH AVE N 13
 1325 5TH AVE N 14
 1325 5TH AVE N 15
 1325 5TH AVE N 16
 1325 5TH AVE N 17
 1325 5TH AVE N 18
 1325 5TH AVE N 19

SULLIVAN, DIANA F.	1325 5TH AVE N 20
NITCH, PATRICK M.	1325 5TH AVE N 21
MAZZONE, MARGARET C	1325 5TH AVE N 22
JOHNSTON, SUSAN E. & METZGAR, VICKI H.	1325 5TH AVE N 23
COULTON, ALEXA	1325 5TH AVE N 24
LOBRACCO, NEIL PATTERSON	1325 5TH AVE N 25
O.I.C. GERMANTOWN COMMONS	1327 5TH AVE N
COURSEY, E. BRENTON	706 TAYLOR ST 100
BUTLER, ASHLEE & MATTHEW	706 TAYLOR ST 101
DEARBORN, MATTHEW	706 TAYLOR ST 102
JETTER, PATRICIA F.	706 TAYLOR ST 103
ROLF TIDE, LLC	700 TAYLOR ST
COURSEY, E. BRENTON	702 TAYLOR ST
BURROUGHS, CASEY	704 TAYLOR ST 201
DOWNEY, MARTHA	704 TAYLOR ST 202
BROOKS, KAITLYN HEINLY	704 TAYLOR ST 203
FUNDERBURK, THOMAS WYATT & AMANDA	704 TAYLOR ST 204
KING FAMILY REVOCABLE TRUST, THE	704 TAYLOR ST 205
KOWNACKI, BRIAN & KAITLYN	704 TAYLOR ST 301
ESTES, CHRISTOPHER	704 TAYLOR ST 302
ECK, AMANDA L.	704 TAYLOR ST 303
REVIERE, ADAM	704 TAYLOR ST 304
MCELHINEY, MELANIE	704 TAYLOR ST 305
BOSWELL, CLYDE R. & STACY L.	1350 ROSA L PARKS BLVD 234
MCCALLUM, CATHY	1350 ROSA L PARKS BLVD 235
HUGHES, LUCY & J. GARY	1350 ROSA L PARKS BLVD 236
COWAN, ALLISON HAE JIN	1350 ROSA L PARKS BLVD 237
SCHERRER, KATHRYNE	1350 ROSA L PARKS BLVD 238
KIRBY, ROBERT LAKE & KASSIDY A.	1350 ROSA L PARKS BLVD 239
MCGARRY, GAVIN JOHN	1350 ROSA L PARKS BLVD 240
ANDERSON, SPENCER	1350 ROSA L PARKS BLVD 241
LIETCHTY, NATHAN J & VICTORIA	1350 ROSA L PARKS BLVD 242
GRIFFIN, JOHN T. & WILLIAM J.	1350 ROSA L PARKS BLVD 243
JH HOLDING & INVESTMENT, LLC	1350 ROSA L PARKS BLVD 245
LEATHERWOOD, TAYLOR A.	1350 ROSA L PARKS BLVD 246
KAPPEL, JAMES STERRETT & DEBRA H. & SARAH MARIE	1350 ROSA L PARKS BLVD 247
ESSARY, JOHN R & SARAH D	1350 ROSA L PARKS BLVD 248
KRAMER, COLLEEN MARIE, LIVING TRUST, THE	1350 ROSA L PARKS BLVD 249
WILBANKS, JAMES LEON	1350 ROSA L PARKS BLVD 250
NEWMAN, LARRY R.	1350 ROSA L PARKS BLVD 251
SALZMAN, NATALIE & ANDREW	1350 ROSA L PARKS BLVD 252
RICHMOND, JAMIA R.	1350 ROSA L PARKS BLVD 253
DEWEESE, SARAH E. & WALTER	1350 ROSA L PARKS BLVD 254
MCCARTHY, BRETT & MIRANDA L.	1350 ROSA L PARKS BLVD 255
KING, STEPHENIE	1350 ROSA L PARKS BLVD 256
WAGNER, STEPHEN	1350 ROSA L PARKS BLVD 257
ZIPPERER, ELIZABETH A.	1350 ROSA L PARKS BLVD 258

LYONS, BRANTLEY K. & ARNOLD, DILLON
 KARISH, KAILA
 SLAVER, ERIN J.
 HYDE, LAURA E.
 COX, TRISTEN J
 SCHALM, KORY
 BATES, JENNIFER M.
 BLOUNT, WILLIAM G
 INGLE, MARK CASE
 JOERGER, GRANT DANIEL
 BERNARDO, SARAH MARIE
 LEWIS, MARGARET
 BERR, ALICIA ELAINE
 COMBS, MIKA & RONDA L.
 SMITH, JOSHUA C. & EMILY G.
 ARTZ, CHRISTIAN DAVID
 CARR, TESSA SOPHIA
 OLDACRE, ALLISON CHANDLER
 LEA, MARION ELIZABETH & CLARK D.
 COLLIER, BLAKELY E.
 GERNDT, BRIAN
 HOWELL, TREVOR W. & KAREN F.
 BAILEY, JACK L., JR.
 JACKSON, BRYAN F.
 ROGERS, CHARLES H. & JOAN T. & ELIZABETH A
 HELLER, ROBERT SAUL
 HANSON, SEAN GARRISON
 DOLSON, MATTHEW L.
 CHAPMAN, KATHERINE CARR
 HANSEL, REBECCA (LE) & JEANETTE
 WILLIAMS, JAMES WADE
 BOLTON, HAYLEY KATHERINE
 BRICKNER, ZACHARY F.
 PETRUNGER, CARA NICOLE
 BURGESS, SAYERS BRITTANY
 SUMMERS, THOMAS BLAINE
 MILLER, AMELIA
 KOOIENGA REVOCABLE LIVING TRUST
 POWER, MEREDITH
 VOGELFANGER, GRANT C. & JANIECE C.
 VETRANO, CHRISTOPHER
 BISSELL, WILLIAM BRADLEY & SALLY WILLIAMS
 BRYNILDSEN, JARED HANS
 BISSELL, WILLIAM BRADLEY & SALLY WILLIAMS
 DILLON, NEAL P. & CAITLIN MG
 NEGRI, PAULA M.
 VIVO, JULIE ANN

1350 ROSA L PARKS BLVD 259
 1350 ROSA L PARKS BLVD 260
 1350 ROSA L PARKS BLVD 261
 1350 ROSA L PARKS BLVD 262
 1350 ROSA L PARKS BLVD 334
 1350 ROSA L PARKS BLVD 335
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 1350 ROSA L PARKS BLVD 435
 1350 ROSA L PARKS BLVD 436
 1350 ROSA L PARKS BLVD 437
 1350 ROSA L PARKS BLVD 438
 1350 ROSA L PARKS BLVD 439

ESTES, STUART T.	1350 ROSA L PARKS BLVD 440
MAYER, DAVID	1350 ROSA L PARKS BLVD 441
SULLIVAN, EMILY	1350 ROSA L PARKS BLVD 442
SMOLEN, BRENT & JONES, ALLISON	1350 ROSA L PARKS BLVD 443
KUMAR, AVINASH B.	1350 ROSA L PARKS BLVD 444
LEVINE, VIRGINIA LEE	1350 ROSA L PARKS BLVD 445
BELL, AMANDA N.	1350 ROSA L PARKS BLVD 446
SULKOWSKI, KATHERINE A.	1350 ROSA L PARKS BLVD 447
ARATA, KATHERINE ELIZABETH	1350 ROSA L PARKS BLVD 448
ELY, EUGENE WESLEY & KIM ADAMS	1350 ROSA L PARKS BLVD 449
RAHAB REALTY, LLC	1350 ROSA L PARKS BLVD 450
HIMES, RANDALL C.	1350 ROSA L PARKS BLVD 451
JACKSON, ALEXANDER	1350 ROSA L PARKS BLVD 452
CAPPS, BOYD ASHLEY, JR.	1350 ROSA L PARKS BLVD 453
LEWIS, MARGARET	1350 ROSA L PARKS BLVD 454
LOCANTE, JEANNE M. & WILLIAM M.	1350 ROSA L PARKS BLVD 455
COOPER, ALISON	1350 ROSA L PARKS BLVD 456
REINFELD, BRADLEY I.	1350 ROSA L PARKS BLVD 457
MULLIGAN, WILLIAM	1350 ROSA L PARKS BLVD 458
MCCORMICK, MARK S. IRREVOCABLE TRUST ET AL	1350 ROSA L PARKS BLVD 459
BERGER, BRIDGET	1350 ROSA L PARKS BLVD 460
ROGERS, ASHLEY	1350 ROSA L PARKS BLVD 461
CRAWFORD, KEVIN LOGAN & LAURA	1350 ROSA L PARKS BLVD 462
WARLICK, SAMUEL	1350 ROSA L PARKS BLVD 463
HARRIS, MEGAN	1350 ROSA L PARKS BLVD 464
NEAL, PHILIP H., JR.	1350 ROSA L PARKS BLVD 465
STOKES, CHRISTOPHER ALLEN	1350 ROSA L PARKS BLVD 466
O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	0 ROSA L PARKS BLVD
O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	1350 ROSA L PARKS BLVD 233B
O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	1350 ROSA L PARKS BLVD 333B
O.I.C. WERTHAN LOFTS IV & V CONDOMINIUMS 8TH AMEND	0 ROSA L PARKS BLVD
LYNCH, JEFFREY C.	612 MONROE ST
COHEN, PHILIP	614 MONROE ST
CONNER, TOMMY ALLEN	616 MONROE ST
KREGOR, PHILIP JAMES	618 MONROE ST
ECKHARD, FELIX M. & LAPPE, KATHLEEN	620 MONROE ST
MOORE, CHAD ALLEN	1302 A 7TH AVE N
HARRELL, CONNOR FRANKLIN	1302 B 7TH AVE N
MARZANO, JULIE & MARK	1304 A 7TH AVE N
CASTANEDA, CHRISTINE M & MARK	1304 B 7TH AVE N
WILLIAMS, ANYTHONY WAYNE & KARIN	1304 C 7TH AVE N
O.I.C. GRAMERCY	612 B MONROE ST
YEPIFANTSEV, KONSTANTIN ANDREEVICH & JESSICA TERESA	1313 5TH AVE N 8
OSTRICH HOUSE, LLC	1313 5TH AVE N 7
SLATTERY, DANIEL J & MRAZEK, ELLEN A	1313 5TH AVE N 6
RICHARDSON, SPENCER	1313 5TH AVE N 5
SULLIVAN, JOHN P	1313 5TH AVE N 4

NEMER, MATTHEW & WHITE, ABIGAIL	1313 5TH AVE N 3
MCDERMOTT, DOUGLAS	1313 5TH AVE N 2
LIGHT, STEPHEN C. & MASSEY, ANGEL O.	1313 5TH AVE N 1
GLENMARY HOA, INC., THE	1313 B 5TH AVE N
NEYER, MARTHA A.	1206 6TH AVE N #1
BROWN, MARLENE NICHOLE & WALSH, BETHANI TYLER	1206 6TH AVE N #2
DRURY, WHITNEY L	1206 6TH AVE N #3
NASH, STEPHEN	1206 6TH AVE N #5
HOGREFE, JAMES D & HEIDI H	1206 6TH AVE N #4
O.I.C. HOMES AT 1206 6TH AVENUE NORTH	1206 B 6TH AVE N
O.I.C. 8TH AV NORTH OFFICE CONDOMINIUM	1326 C ROSA L PARKS BLVD
HEDLEY, THOMAS POWELL	514 MONROE ST
TURNER, MALCOLM & JESSICA	516 MONROE ST
O.I.C. 514 MONROE RESIDENCES	514 C MONROE ST
FERRELLI, JAMES K. & LISA H.	211 TAYLOR ST
MANDELL, SCOTT A.	209 TAYLOR ST
207T OWNER, LLC	207 TAYLOR ST
FATHALY, TALAL OMAR	205 TAYLOR ST
BIGACH, JEFFREY M. & LEWIS, JACLYN	203 TAYLOR ST
G2T, LLC	1331 2ND AVE N
RINI, BRIAN I & AMALIA C	1329 2ND AVE N
GENSERT, ALTHEA K & BUCHANAN, LOGAN J	1327 2ND AVE N
G2T, LLC	1321 2ND AVE N
G2T, LLC	213 TAYLOR ST #1
G2T, LLC	213 TAYLOR ST #6
G2T, LLC	213 TAYLOR ST #5
G2T, LLC	213 TAYLOR ST #4
G2T, LLC	213 TAYLOR ST #3
G2T, LLC	213 TAYLOR ST #2
O.I.C. SECOND & TAYLOR TOWNHOMES	1327 B 2ND AVE N
G2T, LLC	1323 2ND AVE N
G2T, LLC	1325 2ND AVE N
TRIMARK BUILDERS, LLC	1330 3RD AVE N
TRIMARK BUILDERS, LLC	1332 3RD AVE N
TRIMARK BUILDERS, LLC	217 TAYLOR ST
TRIMARK BUILDERS, LLC	215 TAYLOR ST
O.I.C. THIRD & TAYLOR TOWNHOMES	1330 B 3RD AVE N
1406 4TH AVE N LLC	1406 A 4TH AVE N
1406 4TH AVE N LLC	1406 B 4TH AVE N
1406 4TH AVE N LLC	1406 C 4TH AVE N
O.I.C. HOMES AT 1406 4TH AVENUE NORTH	1406 D 4TH AVE N

PropHouse	PropStreet	PropSuite	PropCity	PropState	PropZip
1515	3RD AVE N	<Null>	NASHVILLE	TN	37208
608	MONROE ST	<Null>	NASHVILLE	TN	37208
1400	5TH AVE N	<Null>	NASHVILLE	TN	37208
406	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1226	7TH AVE N	<Null>	NASHVILLE	TN	37208
700	MONROE ST	<Null>	NASHVILLE	TN	37208
606	MONROE ST	<Null>	NASHVILLE	TN	37208
416	JEFFERSON ST	<Null>	NASHVILLE	TN	37208
1401	5TH AVE N		NASHVILLE	TN	37208
1222	7TH AVE N	<Null>	NASHVILLE	TN	37208
1404	5TH AVE N	<Null>	NASHVILLE	TN	37208
1220	7TH AVE N	<Null>	NASHVILLE	TN	37208
506	MONROE ST	<Null>	NASHVILLE	TN	37208
1225	6TH AVE N	<Null>	NASHVILLE	TN	37208
1212	7TH AVE N	<Null>	NASHVILLE	TN	37208
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1329	4TH AVE N	<Null>	NASHVILLE	TN	37208
1325	4TH AVE N	<Null>	NASHVILLE	TN	37208
1315	7TH AVE N	<Null>	NASHVILLE	TN	37208
1211	7TH AVE N	<Null>	NASHVILLE	TN	37208
1326	4TH AVE N	<Null>	NASHVILLE	TN	37208
1326	5TH AVE N	<Null>	NASHVILLE	TN	37208
311	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1120	4TH AVE N	<Null>	NASHVILLE	TN	37208
1215	7TH AVE N	<Null>	NASHVILLE	TN	37208
1118	4TH AVE N	<Null>	NASHVILLE	TN	37208
1216	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1120	5TH AVE N	<Null>	NASHVILLE	TN	37208
1328	5TH AVE N	<Null>	NASHVILLE	TN	37208
1201	7TH AVE N	<Null>	NASHVILLE	TN	37208
1308	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1235	6TH AVE N	<Null>	NASHVILLE	TN	37208
1223	6TH AVE N	<Null>	NASHVILLE	TN	37208
1218	7TH AVE N	<Null>	NASHVILLE	TN	37208
404	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1230	6TH AVE N	<Null>	NASHVILLE	TN	37208
709	TAYLOR ST	<Null>	NASHVILLE	TN	37208
0	7TH AVE N	<Null>	NASHVILLE	TN	37208
1118	5TH AVE N	<Null>	NASHVILLE	TN	37208
1320	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1114	5TH AVE N	<Null>	NASHVILLE	TN	37208
1207	7TH AVE N	<Null>	NASHVILLE	TN	37208
0	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1116	4TH AVE N	<Null>	NASHVILLE	TN	37208
1321	3RD AVE N	<Null>	NASHVILLE	TN	37208
1210	7TH AVE N	<Null>	NASHVILLE	TN	37208

1208	7TH AVE N	<Null>	NASHVILLE	TN	37208
515	MADISON ST	<Null>	NASHVILLE	TN	37208
1314	6TH AVE N	<Null>	NASHVILLE	TN	37208
1215	5TH AVE N	<Null>	NASHVILLE	TN	37208
1310	6TH AVE N	<Null>	NASHVILLE	TN	37208
1217	5TH AVE N	<Null>	NASHVILLE	TN	37208
604	MONROE ST	<Null>	NASHVILLE	TN	37208
1104	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1220	ROSA L PARKS BLVD		NASHVILLE	TN	37208
409	TAYLOR ST	<Null>	NASHVILLE	TN	37208
0	7TH AVE N	<Null>	NASHVILLE	TN	37208
1219	5TH AVE N	<Null>	NASHVILLE	TN	37208
1407	4TH AVE N	<Null>	NASHVILLE	TN	37208
1224	7TH AVE N	<Null>	NASHVILLE	TN	37208
1330	5TH AVE N	<Null>	NASHVILLE	TN	37208
1227	5TH AVE N	<Null>	NASHVILLE	TN	37208
1218	6TH AVE N	<Null>	NASHVILLE	TN	37208
1223	5TH AVE N	<Null>	NASHVILLE	TN	37208
1221	7TH AVE N	<Null>	NASHVILLE	TN	37208
1311	4TH AVE N		NASHVILLE	TN	37208
1313	4TH AVE N	<Null>	NASHVILLE	TN	37208
1231	5TH AVE N	<Null>	NASHVILLE	TN	37208
1331	4TH AVE N	<Null>	NASHVILLE	TN	37208
518	MONROE ST	<Null>	NASHVILLE	TN	37208
700	JEFFERSON ST	<Null>	NASHVILLE	TN	37208
1210	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1404	4TH AVE N	<Null>	NASHVILLE	TN	37208
1324	5TH AVE N	<Null>	NASHVILLE	TN	37208
1231	6TH AVE N	<Null>	NASHVILLE	TN	37208
609	MADISON ST	<Null>	NASHVILLE	TN	37208
1104	7TH AVE N	<Null>	NASHVILLE	TN	37208
1312	6TH AVE N	<Null>	NASHVILLE	TN	37208
1117	4TH AVE N	<Null>	NASHVILLE	TN	37208
1311	6TH AVE N	<Null>	NASHVILLE	TN	37208
1309	5TH AVE N	<Null>	NASHVILLE	TN	37208
1319	5TH AVE N	<Null>	NASHVILLE	TN	37208
708	MONROE ST	<Null>	NASHVILLE	TN	37208
1224	6TH AVE N	<Null>	NASHVILLE	TN	37208
405	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1306	6TH AVE N	<Null>	NASHVILLE	TN	37208
1324	4TH AVE N	<Null>	NASHVILLE	TN	37208
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706	MONROE ST	<Null>	NASHVILLE	TN	37208
1327	4TH AVE N	<Null>	NASHVILLE	TN	37208
1317	5TH AVE N	<Null>	NASHVILLE	TN	37208
707	MONROE ST	<Null>	NASHVILLE	TN	37208

1100	4TH AVE N	<Null>	NASHVILLE	TN	37208
1213	5TH AVE N	<Null>	NASHVILLE	TN	37208
602	MONROE ST	<Null>	NASHVILLE	TN	37208
1228	6TH AVE N	<Null>	NASHVILLE	TN	37208
1406	5TH AVE N	<Null>	NASHVILLE	TN	37208
1319	4TH AVE N	<Null>	NASHVILLE	TN	37208
1212	6TH AVE N	<Null>	NASHVILLE	TN	37208
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1319	6TH AVE N	<Null>	NASHVILLE	TN	37208
1312	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1323	3RD AVE N	<Null>	NASHVILLE	TN	37208
1307	2ND AVE N	<Null>	NASHVILLE	TN	37208
600	JEFFERSON ST	<Null>	NASHVILLE	TN	37208
1229	6TH AVE N	<Null>	NASHVILLE	TN	37208
622	JEFFERSON ST		NASHVILLE	TN	37208
1116	5TH AVE N	<Null>	NASHVILLE	TN	37208
1402	4TH AVE N	<Null>	NASHVILLE	TN	37208
600	MONROE ST	<Null>	NASHVILLE	TN	37208
1307	6TH AVE N	<Null>	NASHVILLE	TN	37208
1323	4TH AVE N	<Null>	NASHVILLE	TN	37208
1322	4TH AVE N	<Null>	NASHVILLE	TN	37208
1401	4TH AVE N	<Null>	NASHVILLE	TN	37208
1200	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1203	7TH AVE N	<Null>	NASHVILLE	TN	37208
1209	7TH AVE N	<Null>	NASHVILLE	TN	37208
1308	6TH AVE N	<Null>	NASHVILLE	TN	37208
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1325	3RD AVE N	<Null>	NASHVILLE	TN	37208
510	MONROE ST	<Null>	NASHVILLE	TN	37208
1316	4TH AVE N	<Null>	NASHVILLE	TN	37208
1237	6TH AVE N	<Null>	NASHVILLE	TN	37208
512	MONROE ST	<Null>	NASHVILLE	TN	37208
1312	5TH AVE N	<Null>	NASHVILLE	TN	37208
1315	5TH AVE N	<Null>	NASHVILLE	TN	37208
1214	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
1318	6TH AVE N	<Null>	NASHVILLE	TN	37208
1213	7TH AVE N	<Null>	NASHVILLE	TN	37208
411	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1225	7TH AVE N	<Null>	NASHVILLE	TN	37208
1239	6TH AVE N	<Null>	NASHVILLE	TN	37208
1225	5TH AVE N	<Null>	NASHVILLE	TN	37208
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601	MADISON ST		NASHVILLE	TN	37208
1215	5TH AVE N	<Null>	NASHVILLE	TN	37208
1326	ROSA L PARKS BLVD	<Null>	NASHVILLE	TN	37208
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1226	5TH AVE N	<Null>	NASHVILLE	TN	37208

1224	5TH AVE N	<Null>	NASHVILLE	TN	37208
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1220	5TH AVE N	<Null>	NASHVILLE	TN	37208
1218	5TH AVE N	<Null>	NASHVILLE	TN	37208
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1410	5TH AVE N	<Null>	NASHVILLE	TN	37208
1412	5TH AVE N	<Null>	NASHVILLE	TN	37208
1414	5TH AVE N	<Null>	NASHVILLE	TN	37208
1416	5TH AVE N	<Null>	NASHVILLE	TN	37208
427	VAN BUREN ST	<Null>	NASHVILLE	TN	37208
425	VAN BUREN ST	<Null>	NASHVILLE	TN	37208
0	5TH AVE N	<Null>	NASHVILLE	TN	37208
1317	4TH AVE N	<Null>	NASHVILLE	TN	37208
1211	5TH AVE N	<Null>	NASHVILLE	TN	37208
1211	5TH AVE N	<Null>	NASHVILLE	TN	37208
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1400	ROSA L PARKS BLVD	114	NASHVILLE	TN	37208
1400	ROSA L PARKS BLVD	115	NASHVILLE	TN	37208
1400	ROSA L PARKS BLVD	201	NASHVILLE	TN	37208

1400	ROSA L PARKS BLVD	203	NASHVILLE	TN	37208
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308	TAYLOR ST	<Null>	NASHVILLE	TN	37208
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1313	7TH AVE N	<Null>	NASHVILLE	TN	37208
1200	5TH AVE N	<Null>	NASHVILLE	TN	37208
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1200	5TH AVE N	416	NASHVILLE	TN	37208
1200	5TH AVE N	418	NASHVILLE	TN	37208
1200	5TH AVE N	420	NASHVILLE	TN	37208
1200	5TH AVE N	422	NASHVILLE	TN	37208

310	TAYLOR ST	<Null>	NASHVILLE	TN	37208
1400	4TH AVE N	<Null>	NASHVILLE	TN	37208
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1308	3RD AVE N	<Null>	NASHVILLE	TN	37208
1201	5TH AVE N	<Null>	NASHVILLE	TN	37208
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500	MADISON ST	106	NASHVILLE	TN	37208
500	MADISON ST	107	NASHVILLE	TN	37208
1201	5TH AVE N	202	NASHVILLE	TN	37208
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1201	5TH AVE N	101	NASHVILLE	TN	37208
415	VAN BUREN ST	<Null>	NASHVILLE	TN	37208
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508	MADISON ST	<Null>	NASHVILLE	TN	37208
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1202	6TH AVE N	<Null>	NASHVILLE	TN	37208
522	MADISON ST	<Null>	NASHVILLE	TN	37208
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1234	5TH AVE N	<Null>	NASHVILLE	TN	37208
1236	5TH AVE N	<Null>	NASHVILLE	TN	37208
421	MONROE ST	<Null>	NASHVILLE	TN	37208

419	MONROE ST	<Null>	NASHVILLE	TN	37208
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1350	ROSA L PARKS BLVD	301	NASHVILLE	TN	37208
1350	ROSA L PARKS BLVD	302	NASHVILLE	TN	37208
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1350	ROSA L PARKS BLVD	418	NASHVILLE	TN	37208
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1350	ROSA L PARKS BLVD	421	NASHVILLE	TN	37208
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1415	4TH AVE N	<Null>	NASHVILLE	TN	37208
413	VAN BUREN ST	103	NASHVILLE	TN	37208
413	VAN BUREN ST	102	NASHVILLE	TN	37208
413	VAN BUREN ST	101	NASHVILLE	TN	37208
411	VAN BUREN ST	<Null>	NASHVILLE	TN	37208
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1419	4TH AVE N	<Null>	NASHVILLE	TN	37208
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413	VAN BUREN ST	104	NASHVILLE	TN	37208
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1216	4TH AVE N	102	NASHVILLE	TN	37208
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700 MONROE ST	<Null>	<Null>
606 MONROE ST	<Null>	<Null>
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5605 GLENRIDGE DR STE 880		
4437 JACKSON RD	<Null>	<Null>
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506 MONROE ST	<Null>	<Null>
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1560 CELEBRATION WY	<Null>	<Null>
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5605 A LOUISIANA AVE	<Null>	<Null>
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311 TAYLOR ST	<Null>	<Null>
1309 BRIARVILLE RD STE 201		
223 CARDEN AV	<Null>	<Null>
PO BOX 120897		
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5710 QUEST RIDGE RD		
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2280 ROSA L PARKS BV	<Null>	<Null>
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1920 ADELICIA ST 300		
4304 CHARLOTTE AV	<Null>	<Null>
P O BOX 23857 C/O FREEMAN WEBB	<Null>	<Null>
4040 CEDAR CIRCLE RD	<Null>	<Null>
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1617 INDEPENDENCE AVE SE		
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4634 CLARKSVILLE PK	<Null>	<Null>
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812 ROSEBANK AVE		
102 VAUGHN RD	<Null>	<Null>
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1015 SHANNON LN	<Null>	<Null>
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3841 GREEN HILLS VILLAGE DR STE 400		
3338 MIMOSA DR	<Null>	<Null>
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15821 VENTURA BLVD # 270		
2100 EULAS WAY	<Null>	<Null>
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427 VAN BUREN ST	<Null>	<Null>
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112 THE COMMONS DR	<Null>	<Null>
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911 MARENGO LN	<Null>	<Null>
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2198 MCDONALD AVE		
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3757 NORTHWEST 52ND ST	<Null>	<Null>
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2600 HILLSBORO PK APT 305	<Null>	<Null>
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2002 LINDELL AV	<Null>	<Null>
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148 SERENBE CV		
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1200 5TH AV N STE 104	<Null>	<Null>
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1206 6TH AVE N, HOME 2		
1206 6TH AVE N HOME 3		
1206 6TH AVE N 5		
1206 6TH AVE N UNIT 4		
1994 GALLATIN PIKE N STE 307		
1326 ROSA L PARKS BLVD		
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4219 HILLSBORO PK STE 300		
9128 BRENTMEADE BLVD		
9128 BRENTMEADE BLVD		
9128 BRENTMEADE BLVD		
9128 BRENTMEADE BLVD		

OwnCity	OwnState	OwnCountry	OwnZip
NASHVILLE	TN	US	37219
SAN DIEGO	CA	US	92104
NASHVILLE	TN	US	37208
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NASHVILLE	TN	US	37204
ATLANTA	GA	US	30342
WHITES CREEK	TN	US	37189
NASHVILLE	TN	US	37208
NASHVILLE	TN	US	37208
NASHVILLE	TN	US	37208
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WHITES CREEK	TN	US	37189
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NASHVILLE	TN	US	37220
NASHVILLE	TN	US	37212
FRANKLIN	TN	US	37064
NASHVILLE	TN	US	37208

NASHVILLE	TN	US	37208
TORONTO	ON	CA	M5J2T8
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NOLENSVILLE	TN	US	37135
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EVERGREEN	CO	US	80439
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CLEVELAND	OH	US	44114
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OXFORD	MS	US	38655
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ENCINO	CA	US	91436
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CHARLOTTE	NC	US	28208
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CHICAGO	IL	US	60603
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LODI	CA	US	95240
NASHVILLE	TN	US	37208
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LOUISVILLE	KY	US	40204
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COLLIERVILLE	TN	US	38017
SUGARLOAF KEY	FL	US	33042
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BOWLING GREEN	KY	US	42104
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HARRISONBURG	VA	US	22801
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FRANKLIN	TN	US	37069
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BRENTWOOD	TN	US	37024
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COLUMBUS	OH	US	43221

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FORISTELL	MO	US	63348
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PHOENIX	AZ	US	85014
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NIPOMO	CA	US	93444
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LUBBOCK	TX	US	79408
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SAN FRANCISCO	CA	US	94110
BELL BUCKLE	TN	US	37020
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LINDENHURST	NY	US	11757
APO	AE	US	09142
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ST THOMAS	VI	US	00802
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ESTERO	FL	US	33928
PHOENIX	AZ	US	85051
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BRENTWOOD	TN	US	37027
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AVONDALE ESTATES	GA	US	30002
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FITCHBURG	WI	US	53711
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THOUSAND OAKS	CA	US	91362
SOUTH PASADENA	CA	US	91030
NASHVILLE	TN	US	37205
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FRANKLIN	TN	US	37067
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HOPKINSVILLE	KY	US	42240
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MOUNT JULIET	TN	US	37122
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GREENVILLE	OH	US	45331
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STEVENSON	WA	US	98648
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VERO BEACH	FL	US	32963
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MALIBU	CA	US	90265
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GAINESBORO	TN	US	38562
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KNOXVILLE	TN	US	37920
NASHVILLE	TN	US	37208
FRANKLIN	TN	US	37064
NOVATO	CA	US	94949
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CINCINNATI	OH	US	45242
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NASHVILLE	TN	US	37208
OMAHA	NE	US	68130
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MADISON	TN	US	37115
NASHVILLE	TN	US	37208
NASHVILLE	TN	US	37208
NASHVILLE	TN	US	37208
HOPKINSVILLE	KY	US	42240
NASHVILLE	TN	US	37208
NASHVILLE	TN	US	37208
NEW YORK	NY	US	10022
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BRENTWOOD	TN	US	37027
BRENTWOOD	TN	US	37027
BRENTWOOD	TN	US	37027
BRENTWOOD	TN	US	37027



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-504, **Version:** 1

An ordinance amending Chapters 17.36 and 17.40 of the Metropolitan Code pertaining to creating an Owner Occupied Short Term Rental Overlay district (Proposal No. 2020Z-013TX-001).

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

Section 1. That Chapter 17.36 of the Metropolitan Code is hereby amended by creating Article XVI - Owner Occupied Short Term Rental Overlay, and adding the following Section 17.36.630 (Purpose and intent):

The Owner Occupied Short Term Rental Overlay district provides the option for the Short Term Rental Property - Owner Occupied use to be allowed in NS variant zoning districts.

Section 2. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.640 (Overlay designation):

An Owner Occupied Short Term Rental Overlay district shall be created according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the official zoning map.

Section 3. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.650 (Guidelines):

The Short Term Rental Property - Owner Occupied use shall be allowed as an accessory use subject to the standards and requirements set forth in Sections 17.16.250.E and 6.28.030 of the Metropolitan Code.

Section 4. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.660 (Permitted land uses):

The range of land uses permitted within an Owner Occupied Short Term Rental Overlay district shall be those permitted by the underlying zoning district(s) as established by the zoning district land use table of Section 17.08.030. Short Term Rental Property - Owner Occupied shall be permitted as an accessory use.

Section 5. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.670 (Owner Occupied Short Term Rental Overlay district):

A. Application for an Owner Occupied Short Term Rental Overlay District. Lots included in a district must be contiguous.

B. Eligible Zoning Districts. Owner Occupied Short Term Rental Overlay districts shall only be applicable in NS variant zoning districts.

C. Planning Commission Recommendation. The planning commission shall review a proposed Owner Occupied Short Term Rental Overlay district application for conformance with the General Plan. The planning commission shall act to recommend approval, approval with conditions, or disapproval of the application. Within ten working days of an action, the commission's resolution shall be transmitted in writing to the applicant, the Metro Clerk, the zoning administrator, and all other appropriate governmental departments.

D. Council Consideration. The Metropolitan Council shall consider an ordinance establishing an Owner

Occupied Short Term Rental Overlay district according to the procedures of Article III of Chapter 17.40 (Amendments). All property owners within and proximate to a proposed Residential Accessory Structure Overlay district shall be notified according to the procedures of Article XV of Chapter 17.40.

E. Changes to an Owner Occupied Short Term Rental Overlay District Boundary. A proposed change in the geographic boundary of an Owner Occupied Short Term Rental Overlay district on the official zoning map shall be considered by the Council according to the procedures of Article III of Chapter 17.40 (Amendments).

Section 6. Section 17.40.740.C.3 is hereby amended by deleting in its entirety and replacing with the following:

Applying the urban design overlay district, historic preservation district, neighborhood conservation district, urban zoning overlay district, contextual overlay district, corridor design overlay district, residential accessory structure overlay, or owner occupied short term rental overlay as provided in Chapter 17.36;

Section 7. That this Ordinance shall take effect five (5) days from and 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.

Analysis

This ordinance creates an optional overlay that could be placed over NS - No STRP variant zoned properties to permit the "Short Term Rental Property - Owner Occupied" use. The NS variation exists for all RM, MUN, MUL, MUG, MUI, OR, OG, ORI, CN, CL, CS, CA, CF, SCN, SCC, and SCR zoning districts and restricts where both owner occupied and non owner occupied short term rentals are permitted. Any application for an owner occupied short term rental permit within the proposed overlay must meet all applicable standards and requirements set forth in Sections 17.16.250.E and 6.28.030 of the Metropolitan Code.

This ordinance has been deferred to the March 25 meeting of the Planning Commission.

ORDINANCE NO. BL2020- 504

An ordinance amending Chapters 17.36 and 17.40 of the Metropolitan Code pertaining to creating an Owner Occupied Short Term Rental Overlay district (Proposal No. 2020Z-013TX-001).

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

Section 1. That Chapter 17.36 of the Metropolitan Code is hereby amended by creating Article XVI – Owner Occupied Short Term Rental Overlay, and adding the following Section 17.36.630 (Purpose and intent):

The Owner Occupied Short Term Rental Overlay district provides the option for the Short Term Rental Property – Owner Occupied use to be allowed in NS variant zoning districts.

Section 2. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.640 (Overlay designation):

An Owner Occupied Short Term Rental Overlay district shall be created according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the official zoning map.

Section 3. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.650 (Guidelines):

The Short Term Rental Property – Owner Occupied use shall be allowed as an accessory use subject to the standards and requirements set forth in Sections 17.16.250.E and 6.28.030 of the Metropolitan Code.

Section 4. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.660 (Permitted land uses):

The range of land uses permitted within an Owner Occupied Short Term Rental Overlay district shall be those permitted by the underlying zoning district(s) as established by the zoning district land use table of Section 17.08.030. Short Term Rental Property – Owner Occupied shall be permitted as an accessory use.

Section 5. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following Section 17.36.670 (Owner Occupied Short Term Rental Overlay district):

A. Application for an Owner Occupied Short Term Rental Overlay District. Lots included in a district must be contiguous.

B. Eligible Zoning Districts. Owner Occupied Short Term Rental Overlay districts shall only be applicable in NS variant zoning districts.

C. Planning Commission Recommendation. The planning commission shall review a proposed Owner Occupied Short Term Rental Overlay district application for conformance with the General Plan. The planning commission shall act to recommend approval, approval with conditions, or disapproval of the application. Within ten working days of an action, the commission's resolution shall be transmitted in writing to the applicant, the Metro Clerk, the zoning administrator, and all other appropriate governmental departments.

D. Council Consideration. The Metropolitan Council shall consider an ordinance establishing an Owner Occupied Short Term Rental Overlay district according to the procedures of Article III of Chapter 17.40

(Amendments). All property owners within and proximate to a proposed Residential Accessory Structure Overlay district shall be notified according to the procedures of Article XV of Chapter 17.40.

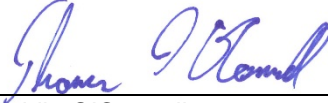
E. Changes to an Owner Occupied Short Term Rental Overlay District Boundary. A proposed change in the geographic boundary of an Owner Occupied Short Term Rental Overlay district on the official zoning map shall be considered by the Council according to the procedures of Article III of Chapter 17.40 (Amendments).

Section 6. Section 17.40.740.C.3 is hereby amended by deleting in its entirety and replacing with the following:

Applying the urban design overlay district, historic preservation district, neighborhood conservation district, urban zoning overlay district, contextual overlay district, corridor design overlay district, residential accessory structure overlay, or owner occupied short term rental overlay as provided in Chapter 17.36;

Section 7. That this Ordinance shall take effect five (5) days from and 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:



Freddie O'Connell
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-526, **Version:** 1

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 CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-001).

Map 091, Parcel(s) 018-019, Map 091-04, Parcel(s) 096, Tack Nashville, LLC
Application fee paid by: Tack Nashville, LLC
Requested by Tack Nashville, 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 IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 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 091 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 - 526

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 CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), all of which is described herein (Proposal No. 2019Z-142PR-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 IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), being Property Parcel Nos. 018, 019 as designated on Map 091-00 and Parcel No. 096 as designated on Map 091-04 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 091 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.

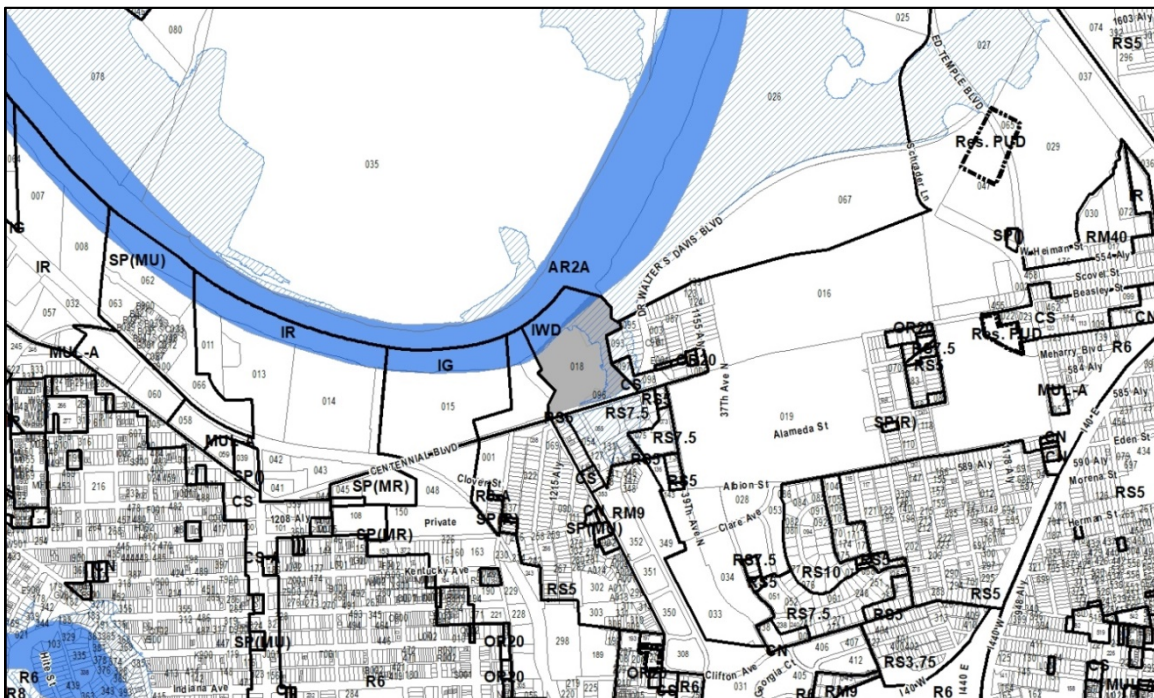
INTRODUCED BY:



Councilmember Brandon Taylor

2019Z-142PR-001
Map 091, Parcel(s) 018-019
Map 091-04, Parcel(s) 096, Tack Nashville, LLC
Application fee paid by: Tack Nashville, LLC
Subarea 07, West Nashville
District 21 (Taylor)
Application fee paid by: Tack Nashville, LLC

A request to rezone from IWD to CS zoning for properties located at 4000 Dr. Walter S Davis Blvd and Dr. Walter S Davis Blvd (unnumbered), approximately 445 feet east of 44th Ave N (19.31 acres), requested by Tack Nashville, LLC, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-535, **Version:** 1

An ordinance amending Titles 16 and 17 of the Metropolitan Code of Laws regarding the design and operation of outdoor electrical lighting to achieve light pollution reduction consistent with International Dark Skies Association guidelines (Proposal No. 2020Z-014TX-001).

WHEREAS, although artificial lighting has enabled people to be productive around the clock and has provided many benefits to civilization, an unfortunate side effect of artificial lighting is light pollution, which can have multiple negative consequences if not minimized; and

WHEREAS, light pollution of adjacent properties or of the night sky results from using too much light, directing it where it is not needed, or using it when it is not needed; and

WHEREAS, light pollution in the U.S. is estimated to waste up to 35% of the energy used for outdoor lighting, enough to power two cities the size of New York, resulting in five million tons of greenhouse gas being emitted into the air unnecessarily, costing three billion dollars in wasted energy, and squandering limited energy resources; and

WHEREAS, light pollution has significant environmental effects, including the alteration of the circadian rhythms of many animals and insects who depend on the natural light / dark cycle of day and night and the disruption of seasonal cycles used by migrating birds, sea turtles, and many other animals; and

WHEREAS, research suggests that artificial light at night can negatively affect human health, increasing risks for obesity, depression, sleep disorders, diabetes, breast cancer and more; and

WHEREAS, light pollution reduces the ability to see the constellations of the night sky, an invaluable source of wonder and curiosity, diminishing the opportunity to draw our children into fascination with Science Technology, Engineering, and Math (STEM) education; and

WHEREAS, the Livable Nashville Committee was convened in 2016 to develop a vision for protecting and enhancing Nashville's livability and environmental quality, and one of the committee's general recommendations was to structure the Metro Code and its enforcing Department around achieving sustainability goals; and

WHEREAS, among the specific recommendations of the Livable Nashville Committee was (1) the conversion of all street lights within the Urban Services District to LED to meet the International Dark-Sky Association's guidelines; and (2) the conversion of all traffic lights to LED by 2020; and

WHEREAS, the Mayor's Sustainability Advisory Committee has been convened to advise and support the City's commitment to develop a Climate Action and to provide advice on a range of sustainability issues with a goal of tackling climate change and driving urban action that reduces greenhouse gas emissions; and the

energy savings from Dark Skies lighting design are consistent with these goals.

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

Section 1. That Section 16.20.150 of the Metropolitan Code of Laws is hereby amended by adding subsections 16.20.150(T) and 16.20.150(U) as follows:

(T) Article 410.10 (OR 300.21) of the 2017 Edition of the National Electrical Code is amended by adding the following:

Parking Lots - Open parking lots shall use luminaires with a "U" BUG rating (Backlight Uplighting Glare) of 0 without external shields. Luminaires shall have a Correlated Color Temperature (CCT) of 2,700 Kelvin or below. Principal walkways and parking shall have a maintained minimum illuminance of 0.2 foot-candles at grade and with a 12:1 maximum to minimum. The average light level is not to exceed 1.0 foot-candles. Spill light at the property line shall not exceed 0.1 foot-candles measured at 3' above grade. Exception may be given for calculation points on the drive between the parking lot and roadway only. Luminaires shall be controlled by occupancy sensor after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Occupancy sensor may turn lights off or dim to 20% during periods of no occupancy. Prior to installation, a photometric plan shall be reviewed by a certifying engineer with calculation points on a 10' X 10' grid.

(U) Exterior lighting design for buildings shall be consistent with the requirements of Section 17.28.100.

Section 2. That Section 17.28.100 shall be deleted in its entirety and replaced as follows:

17.28.100 - Lighting.

A. Definitions.

When used in this chapter, the following words and terms shall have the meanings ascribed to them in this section. In the event of a conflict between a definition in this section and section 17.04.060, the definition in this section will control.

"Ambient lighting" means the general overall level of lighting in an area.

"Architectural lighting means outdoor lighting directed at buildings, facades, structures, monuments, and other architectural features.

"Canopy" means a roofed structure with at least one side open for pedestrian and/or vehicle access that typically provides protection from the sun or weather and is associated with providing goods or services.

"Commercial" means any lot, however zoned, in any zoning district that does not have as its primary use a single-family residential dwelling; a two, three, or four-family residential dwelling; or land used for agricultural purposes.

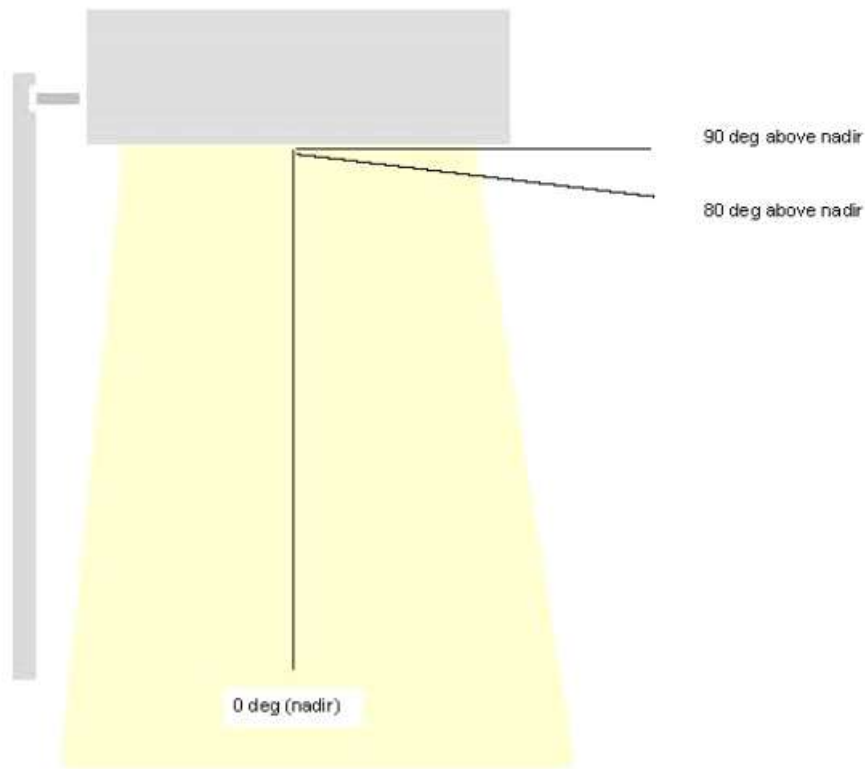
"Correlated color temperature (CCT)" means measured in degrees Kelvin (K), the absolute temperature of a blackbody whose chromaticity most nearly resembles that of the light source. For the purpose of this section, "CCT" is used as a simplified way to characterize the spectral properties of a light source and estimate the overall appearance of the light to the human eye.

"Floodlight" means a light designed for lighting a scene or object to a luminance greater than its surroundings.

"Foot-candle" means a unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

"Full cutoff luminaire" means a luminaire having zero intensity at or above horizontal (90°) and limited to a value not exceeding ten percent (10%) of lamp lumens at or above eighty degrees (80°). Such luminaire is determined by a photometric test and certified by the manufacturer. See diagram below:

CUTOFF ANGLES



"Glare" means lighting entering the eye directly from luminaires or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

"IES" means Illuminating Engineering Society Of North America.

"Illuminance" means the total luminous flux incident on a surface, per unit area.

"Illuminance grid plot" means a photometric report indicating the average horizontal illumination delivered to each of the squares of a gridded area illuminated by one or more luminaires.

"Initial lumen" means the measurement of a lamp's lumen output at the time the lamp is burned for the first time. As a light ages, the amount of light produced is reduced.

"Installed height" means the height above grade of the lowest light emitting point of an installed luminaire.

"ISO foot-candle plots" means a plot that graphically represents a particular luminaire's lighting pattern, in illuminance, as the light strikes a horizontal surface. It includes foot-candle calculations shown with the luminaire at various mounting heights. Contour lines are drawn through illuminance values.

"Kelvin" means a unit increment of temperature used as a color temperature scale of a light bulb (see definition of "correlated color temperature (CCT)" in this section).

"LED (light emitting diode)" means an electronic semiconductor device that emits light when an electrical current is passed through it.

"Lamp" means the source of light being emitted from a luminaire, such as a bulb, LED, and/or a refractive pane.

"Light" means electromagnetic radiation within a range of wavelengths sufficient for visual perception by the normal unaided human eye.

"Light level" has the same meaning as Illuminance.

"Light output" means luminous flux (see definition of "luminous flux" in this section). The amount of light which is emitted by a lamp or luminaire.

"Light pole" means a pole on which a luminaire is mounted.

"Light spill" means unwanted transmission of light onto adjacent areas that may affect sensitive receptors such as residential properties or ecological sites.

"Light trespass" means light that falls on property other than that of the owner of the light source.

"Lighting installation" means an arrangement of one or more luminaires including any mounting hardware, brackets, and supporting structures.

"Lighting plan" means an overall plan that describes the outdoor lighting.

"Lumen" means a unit of measure of luminous flux.

"Luminaire, Light luminaire" means the complete lighting assembly (including the lamp(s), housing, ballasts, photocells, globes, reflectors or refractors, lenses, sensors and shield(s) and excluding the support assembly or pole, mounting bracket and base) consisting of one or more lamps, together with the attachment parts designed to distribute light, position and connect the lamp to the power supply.

"Luminous flux" means the power emitted from a source of electromagnetic radiation, such as a light bulb, in the form of visible light. Luminous flux is measured in lumens and is typically specified by the manufacturer for a given lamp or luminaire.

"Nadir" means the "Nadir" means the direction pointing directly downward from the light source of the luminaire that originates from a horizontal plane at the lowest point on the luminaire. See diagram above.

"Neon light" means colored fluorescent or gas discharge tubular which can be bent into various forms for use decoratively or as signs.

"New construction," subject to the exemption described in subsection B of this definition, means:

1. Site preparation for, and construction of, entirely new structures (including new poles) and subsequent replacement of such new structures or any part thereof.
2. Enlargement of any existing structure by the more restrictive of fifty percent (50%) of the area of the footprint of the building or fifty percent (50%) of the gross square footage of such existing structure (regardless of the number of other structures on the same site).
3. Adding new exterior lighting fixture(s), pole(s) or other amenity(ies) to existing structure(s) or pole(s) to which such fixture(s) were or are to be attached.

B. New construction does not mean the replacement of lamps in lighting fixtures, poles, or other amenities that existed prior to the passage of this ordinance.

"Open space and open space lot" means a parcel of land in a predominately undeveloped condition that is protected from development.

"Organized sporting event" means a prearranged sports or recreational event involving at least one group or team with a roster and schedule.

"Outdoor lighting" means light generated from an indoor or outdoor source that provides illumination to any exterior surface, building, sign, structure, device, or other outdoor feature (including land) which is visible to an observer located outdoors. For the purposes of this section,, the light source inside an internally illuminated sign is not considered outdoor lighting.

"Photometric plan" means a technical plan that will indicate light distribution and the performance of lighting fixtures. It will explain the distribution of the proposed lighting and its effects on the area surrounding the site.

"Playing field" means an open outdoor field or court used for, but not limited to, playing sports such as baseball, soccer, football, tennis, volleyball, and basketball.

"Residential" means any zoning lot in a residential or agricultural zoning district that has as its primary use a residential dwelling.

"Street lighting" means one or more luminaires or light installations designed to illuminate a public roadway or

intersection.

"Sidewalk lighting" means free-standing lighting for the illumination of sidewalks and walkways.

"Uplighting" means lighting applications which direct light above a horizontal plane.

B: Application of Provisions

This section shall be applicable to the following lighting applications for new construction only and the subsequent maintenance of all new construction:

1. Residential: Street, pedestrian, sign, flood, sidewalk, and parking lot luminaires are subject to all provisions of this chapter.
2. Residential: All other exterior lighting is subject to Section D5 only
3. Commercial: Any outdoor lighting luminaire.

C: Prohibited Lighting for New Construction

The following lighting shall not be permitted for new construction in any zoning district as of the effective date hereof:

1. Strobe lights and laser lights, including laser light shows and aerial laser lights.
2. Neon style colored light tubes.
3. Flashing lights unless temporarily triggered by a security system and extinguished within thirty (30) minutes or at a time of security response.
4. Lighting which is used to outline a building, including neon, fiber optic, light emitting diode (LED), or fluorescent tube lighting which is used for this purpose (unless considered holiday lighting).
5. Any lighting luminaire that is construed as or confused with a traffic signal or traffic control device.
6. Lighting that contributes to or causes disabling or distracting glare onto a public roadway.
7. The use of uplighting, except when lighting a flag or other government endorsed symbol.

D. Illumination standards.

1. Light Intensity and Uniformity: The maximum illuminated surface light level for outdoor parking lots, automobile convenience stations and drive-in/drive-through canopies is ten (10) foot-candles, measured horizontally at ground level.
2. Light Direction and Control: Lighting applications shall meet the following requirements:

Lighting Application	Maximum Inclination Above Nadir	Maximum Light Output
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Architectural lighting	90 degrees	1,100 initial lumens
Floodlighting	90 degrees	2,200 initial lumens
Sidewalk lighting	45 degrees	800 initial lumens

3. Correlated Color Temperature (CCT): All lighting sources, except for public playing fields, must have a correlated color temperature (CCT) at or below two thousand seven hundred degrees Kelvin (2700°K).

4. Permitted Hours of Outdoor Lighting:

- a) Commercial: No more than fifty percent (50%) of exterior lighting shall be permitted to be illuminated, or lighting shall be dimmed to 50% illuminance except for one hour before start of business, during regular business hours as determined by said business, and one hour following close of business unless exempt for safety or security concerns. Motion detectors may be used to restore lighting to 100% for safety. All outdoor lighting shall be turned off during daylight hours.
- b) Property Used for Governmental and Public Purposes: Any zoning lot in any zoning district used for governmental or public purposes, except for street lighting, shall comply with the permitted hours and security lighting limitations for commercial lighting zones. Outdoor lighting of the playing field of an organized sporting event on public property may remain illuminated until thirty (30) minutes after the conclusion of an event.

5. Light Trespass:

- a) All site lighting shall be shielded so that substantially all directly emitted light falls within the property line. No illumination in excess of one-half foot-candle shall be permitted across the boundary of any adjacent residential property or a public street.
- b) No illumination shall produce direct, incident or reflected light that interferes with the safe movement of motor vehicles on public streets. Lighting prohibited by this provision shall include, but not be limited to any light that may be confused with or construed as a traffic-control device.
- c) Rope lighting shall not be used on a building, sign, or any property with non-residential zoning located adjacent to an arterial or collector street as identified on the Major and Collector Street Plan. This provision shall not apply to properties zoned as DTC.

- 1. E. Luminaire standards Full Cutoff Requirement: All lighting regulated by this chapter shall be full cutoff.
- 2. Photocell/Timer Requirement for Parking Lot Lights: Parking lot lighting shall include photocells or timers as needed to regulate the hours of operation as required by this chapter and to prevent operation during daylight hours.
- 3. Canopy Requirement: All canopies must be skirted with a skirt depth of eight inches (8") or greater or use other means to limit light spill to within ten feet of the area covered by the canopy.

F. Procedural requirements

1. Plan Submission: For land development, redevelopment and new zoning applications where outdoor lighting is proposed, prior to final approval by Metro Plans Inspection a letter from an engineer licensed with the state of Tennessee shall be submitted to the Department of Codes Administration confirming that the plan complies with the requirements of this section. Engineer review shall be based on the following information:
 - a. A site plan complete with all structures, parking spaces, building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, and all adjacent uses. The site plan shall show and identify the location of each existing and proposed luminaire and shall specify its installed height, pole foundations, and method of mounting.
 - b. Iso-foot-candle plots for individual lighting installations, or ten feet by ten feet (10' x 10') illuminance grid plots for multi-luminaire lighting installations which shall demonstrate compliance with all applicable requirements set forth in this chapter. The plots shall indicate the location of each existing and proposed luminaire, the installed height of said luminaires, and the overall light levels in foot-candles and initial lumens on the entire zoning lot and at the property lines.
 - c. A summary table identifying the maximum and minimum light levels in foot-candles and initial lumens for all, but not limited to, parking areas, street or building entryways, signs, street lighting, canopies, architectural lighting and walkways.
 - d. A description of each luminaire identified in the site plan including, but not limited to:
 - i. Manufacturer with website.
 - ii. Lamp type.
 - iii. Bulb type including CCT (Kelvin).
 - iv. Model number.
 - v. Photograph or catalog cut.
 - vi. Photometric plan.
 - vii. Light output in initial lumens.
 - viii. Shielding or glare reduction devices.
 - ix. Energy reduction and on/off control devices.
2. Post approval Alterations: Post approval alterations to lighting plans or intended substitutions for approved lighting equipment shall be submitted to the zoning inspector for review by a Metro appointed engineer at the expense of the applicant and approval prior to final plat, with all plan submission requirements set forth in this chapter, prior to installation.
3. Inspections: The Department of Codes Administration shall have the right to conduct a post installation inspection to verify compliance with the requirements of this chapter and, if appropriate, to require

remedial action within 30 days at the expense of the applicant.

4. Violations of this chapter shall be punishable as provided by section [17.28-100](#) <http://www.sterlingcodifiers.com/codebook/getBookData.php?ft=3&find=5-1-6> of this code.
5. Variances: Variances to the requirements of this chapter may be granted by the Board of Zoning Appeals as provided in Section 17.40.330 of the Metropolitan Code.

Section 3. Be it further enacted, that this ordinance take effect 60 days 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.

Analysis

This ordinance makes several additions to Title 16 and 17 of the Metropolitan Code of Laws regarding design and operation of outdoor electrical lighting to reduce light pollution consistent with International Dark Skies Association (IDSA) guidelines.

Changes to Section 16.20.150 of the Metropolitan Code include requirements for certain luminaries in open parking lots to reduce glare and require the use of occupancy sensors after business hours or between the hours of 11 p.m. to 4 a.m., at a minimum. Exterior lighting design for buildings would be required to comply with Section 17.28.100 of the Metropolitan Code.

The existing Section 17.28.100 of the Metropolitan Code would be deleted in its entirety and replaced with new requirements.

Currently, all site lighting must be shielded so that substantially all directly emitted light falls within the property line. No illumination in excess of one-half footcandle is permitted across the boundary of any adjacent residential property or public street. No illumination can produce direct, incident, or reflected light that interferes with the safe movement of motor vehicles on public streets. Further, rope lighting cannot be used on any building, sign, or non-residential property located adjacent to an arterial or collector street, except for properties zoned DTC.

This ordinance would apply to new construction and the subsequent maintenance of new construction, including any outdoor lighting luminaire for new commercial construction and street, pedestrian, sign, flood, sidewalk, and parking lot luminaires for new residential construction. All other exterior lighting for new residential construction would be covered only by the "Light Trespass" provisions in proposed section 17.28.100.D.5. Certain lighting, such as strobe lights, neon style colored light tubes, and lighting that causes distracting glare, would be prohibited.

The ordinance would further create illumination standards. The maximum illuminated surface light level for outdoor parking lots, automobile convenience stations, and drive-in/drive-through canopies would be ten foot-candles. Other regulations include specific light direction and control requirements, regulations on correlated color temperature, permitted hours of outdoor light, and light trespass. Finally, the ordinance requires certain procedural requirements, including a plan submission for land development, redevelopment and new zoning applications where outdoor lighting is proposed.

This ordinance has been referred to the Planning Commission



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-578, Version: 1

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 the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, all of which is described herein (Proposal No. 2011SP-009-008).

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 the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, being Property Parcel Nos. 001, 002, 003, 004, 008, 010, 011, 901 as designated on Map 092-14-B 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 092 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 listed in the Council approved SP plan. Multi-family residential is limited to a maximum of 850 units

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

1. All applicable requirements specified in BL2011-891 and 2014-887 not specifically being amended under this application shall remain in effect.
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 Stormwater, Water Services, and Public Works.

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 092-14-0-B, Parcel(s) 001-004, 008, 010, 011, 901/Cambridge Nashville Medical Center LP, Nashcam LP, NF IV-VA Nashville LLC, Shay/LB-WC-LC LLC
Requested by: Civil Site Design Group

PRELIMINARY SPECIFIC PLAN - AMENDMENT
FOR

onec1TY

A MIXED-USE DEVELOPMENT

CHARLOTTE AVENUE AT 28TH AVENUE
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CASE NUMBER: 2011SP-009-008



THE PURPOSE OF THIS AMENDMENT TO THE PRELIMINARY
S.P. IS TO INCREASE THE MAXIMUM RESIDENTIAL UNITS
ALLOWED WITHIN THE ONEC1TY DEVELOPMENT.

SUBMITTED: 08.12.2020

REVISED: 10.19.2020

11.16.2020

OWNER / DEVELOPER:

NASHCAM, L.P.

CONTACT: RYAN DOYLE
RYAN@ONEC1TYNASHVILLE.COM
615.972.6440
8383 PRESTON CENTER DR., 5TH FLOOR
DALLAS, TX 75225

APPLICANT / DESIGNER:

CSDG

CONTACT: HAL B. CLARK, PLA
HALC@CSDGTN.COM
615.248.9999
2305 KLINE AVE., SUITE 300
NASHVILLE, TN 37211



Preliminary Specific Plan Notes:

Purpose and Intent:
The purpose of this amendment to the Preliminary SP is to increase the maximum residential units allowed within the ONECITY development.

Development Plan:
The developer of this project intends to create a mixed use development consisting of various office uses, research facilities, commercial space and outdoor passive and active open space.

Existing Conditions:
The property is currently developed and has been used as industrial space for many years.

Applicability to the General Plan:
This property is within the Green Hills - Midtown Community Planning area adopted July 2005. The structure plan for this property identifies this area as mixed use (MU).

Consistency with the Community Plan:
The uses for this property identified under this proposed SP are a mix of office, research, commercial, etc., which is consistent with the Green Hills - Midtown Community Plan's structure plan of mixed use (MU) and T5 Center in Transit Plan.

Permitted Uses:
Uses permitted in this development include all of the uses allowed in the MUG zoning classification with the exception of: Boarding house, Consignment sale, Garage sale, Historic bed and breakfast, homestay, Daycare home, Monastery or convent, Orphanage, Religious institution, Fraternity/sorority house, Cash advance, Automobile convenience, Automobile service, Donation center, drop-off, Funeral home, Home improvement sales, Pawnshop, Radio/TV/satellite tower, Warehouse, Boatdock (commercial), Water taxi-station, Power/gas substation, Country Club, Driving range, Fairground, Golf course, Cemetery. (Residential Uses permitted, shall be limited to a maximum of 850 total units).

Notes:

- For all active uses on the first floor, a minimum of 40% of the front facade shall be clear or lightly tinted windows and doors, 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 floors, regardless of use, shall have a minimum of 25% of glazing.
- Areas designated as "proposed active use conversion zone" shall provide active use and/or window display along at least 40% of the first floor building facade. The building area along this facade within the zone shall be designed and constructed in a manner that will permit future conversion to active use (liner building space) which if converted would maintain a minimum of 40% active use along the facade. The design and construction shall permit for a space of not less than 30 feet and a minimum of 16 feet in height, measured from the first floor to the bottom of the 2nd floor above. Liner building space along Charlotte Avenue shall be exempt from the square footage calculation.
- The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

Development Standards:

- This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.
- 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 MU zoning district as of the date of the applicable request or application.
- The purpose of the specific plan is to allow the mixed use development with the densities and FAR indicated within the SP.
- The required fire flow shall be determined by the Metro/Nashville fire marshal's office prior to the issuance of a building permit.
- Build-to lines and building setback lines are shown on the preliminary development plan.
- Approval of any 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, sinkholes, rock outcroppings, streams, springs and critical lots.
- Any excavation, fill or disturbance of the existing ground must be done in accordance with stormwater management ordinance 78-840 and approved by the Metro Department of Water Services.
- This drawing is for illustrative 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.
- 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.
- Individual water and sewer service lines are required for each parcel.
- The developer of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro Code Chapter 17.24).
- The owner intends to begin development of this project by fall of 2011. Expected completion by 2025.
- A subdivision plat will be submitted with the Final SP drawings.
- No surface parking, with the exception of on-street parking, shall be permitted within a build-to zone or between any roadway and building, except for temporary surface parking. Temporary surface parking shall not be located within 50 feet of Charlotte Avenue or 28th Avenue. Any temporary parking with more than ten spaces must meet the "parking area screening and landscaping" requirements specified in the Metro Zoning Code.
- According to FEMA's current flood maps (47037C0214F, dated April 20, 2001), as well as Metro's GIS information, there is no 100-year floodplain within the SP boundary.
- According to the NRCS Soils Map, the soil on the property is M&D (Mimosa - urban land complex). This soil is not a "problem soil" as noted in section 17.28.050 of the Metro Zoning Code.
- There are no slopes on this SP with slopes greater than 15%.
- All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.
- No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.
- There are no existing wetlands within the SP boundary.
- Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.
- All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.
- Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.
- For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.
- Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15" CMP).
- The existing roads and sidewalks shown on the plat of record as Instrument No. 20151210-0124463 (attached for reference) (the "Plat") will not be modified in a manner that adversely affects Lot 9 (as shown on the Plat) without the prior written consent of the owner of Lot 9. Any change in the size or location of the private drive shown as "City Place" on the Plat and the private drive shown as "Road B - City Place" on Sheet 3 of this Amended Preliminary S.P. shall be deemed to adversely affect Lot 9 and shall require the prior written consent of the owner of Lot 9.

DEVELOPMENT / SITE DATA TABLE								
	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8
Maximum FAR	5.00	5.00	5.00	5.00	5.00	5.00	5.00	N/A
Maximum ISR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	N/A
Minimum Building Height	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	N/A
Maximum Building Height	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	N/A
Building Build-To Zone	- Along Charlotte Avenue - Within 15' and 25' from the edge of the existing street R.O.W. - Along 28th Street Connector - Within 20' and 30' from the edge of the proposed street R.O.W. - Along all internal streets - Within 10' and 25' from the back of curb of adjacent street parking. (The 25' dimension is only permitted in order to accommodate outdoor dining/cafes, etc.)							
Building Step Back	The maximum building height at the established build-to line shall be 7 stories (or 105 feet), and then proceed with a minimum recess of 15 feet for additional stories.							
Parking	Parking will be provided in accordance with the requirements in the Metro Zoning Ordinance. This SP plans for a combination of on-street and structured parking. Shared parking is encouraged and bicycle parking will also be provided.							

DEVELOPMENT & PHASING SCHEDULE								
Phasing Schedule	Parcel 1 Phase F	Parcel 2 Phase G	Parcel 3 Phase G	Parcel 4 Phase E	Parcel 5 Phase D	Parcel 6 Phase A	Parcel 7 Phase C	Parcel 8 Phase B

20. There are no slopes on this SP with slopes greater than 15%.

21. All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.

22. No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.

23. There are no existing wetlands within the SP boundary.

24. Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.

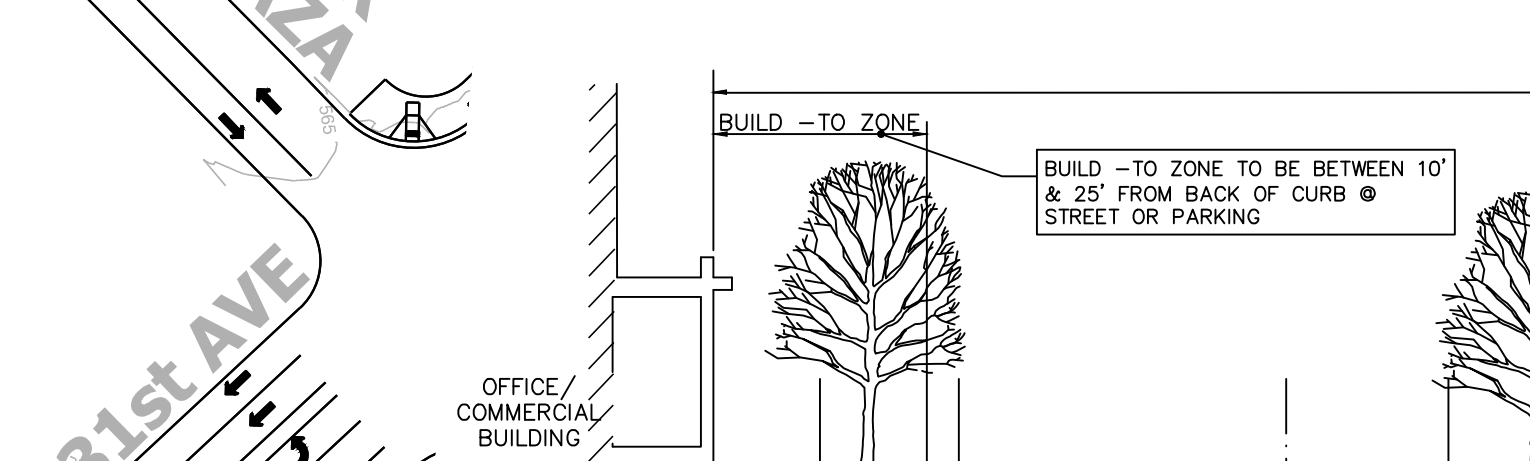
25. All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.

26. Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.

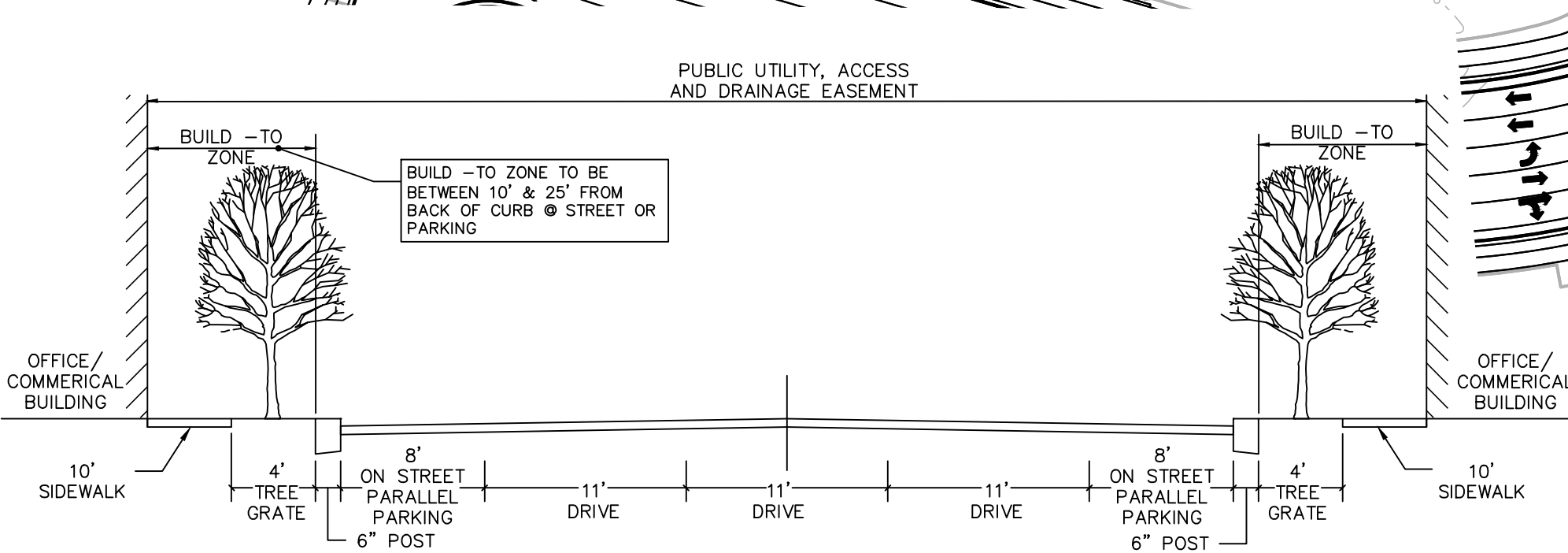
27. For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.

28. Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (Minimum driveway culvert in Metro ROW is 15" CMP).

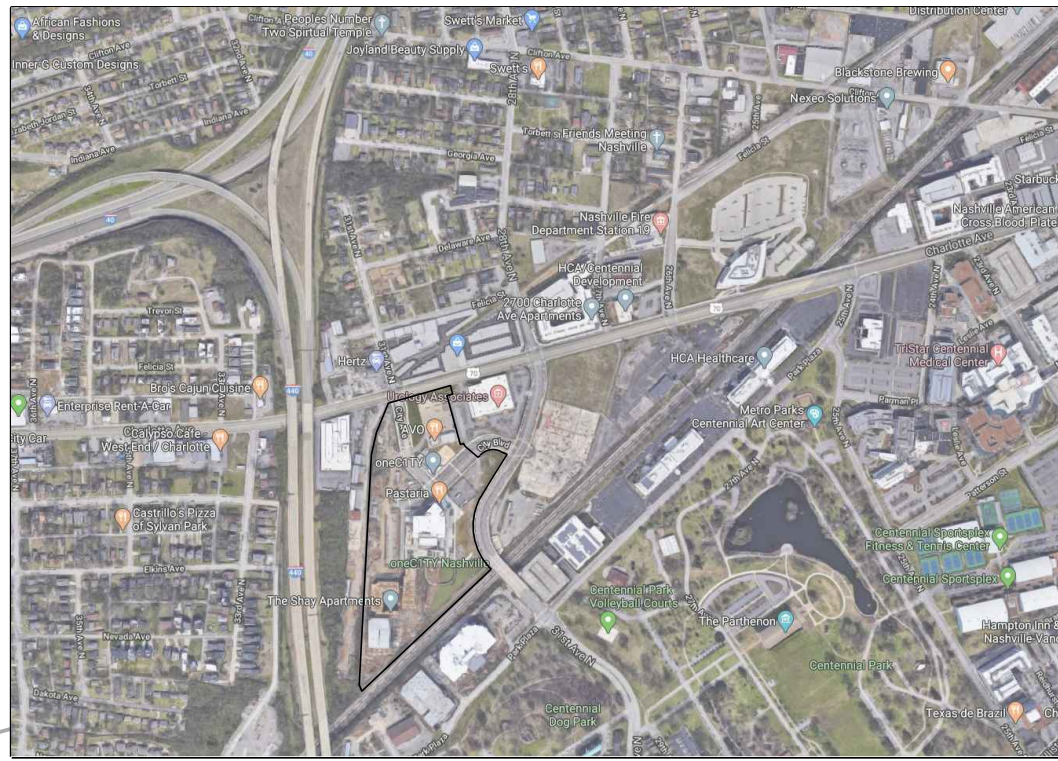
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ROAD A SECTION



ROAD B SECTION

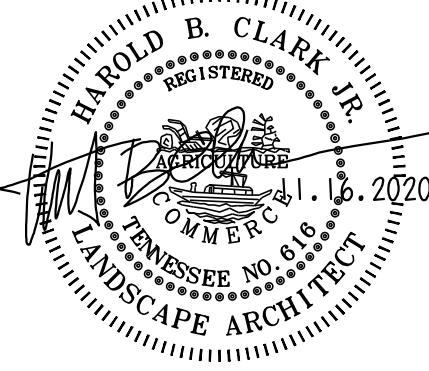


VICINITY MAP
NTS

ATLANTIC MINI-STORAGE #6, LLC
MAP 92.10-PARCEL 206.0
ZONING - IR

DEVELOPMENT SUMMARY	
COUNCIL DISTRICT NUMBER:	21
COUNCIL MEMBER NAME:	BRANDON TAYLOR
OWNER OF RECORD:	NASHCAM, L.P. 8383 PRESTON CENTER PLAZA DRIVE 5TH FLOOR DALLAS, TX 75225 CONTACT: RYAN DOYLE EMAIL: RYAN@ONEC1TYNASHVILLE.COM PHONE: 615.972.6440
SP NAME:	ONECITY
SP NUMBER:	#2011SP-009-008
APPLICANT / DESIGNER:	CSDG (CIVIL SITE DESIGN GROUP, PLLC) 2305 KLINE AVENUE, SUITE 300 NASHVILLE, TN 37211 CONTACT: HAL CLARK, PLA EMAIL: HAL@CSDGTN.COM PHONE: 615.248.9999
U.S. FEMA FIRM:	47037C0214F (DATED 04.20.2001)

ATLANTIC MINI-STORAGE #6, LLC
MAP 92.10-PARCEL 208.0
ZONING - IR





oneC1TY

[wuhn sit-ee] a catalyst project by Health Care REIT, Inc.

2020, November 16th

Case Number :: 2011SP-009-008

PRELIMINARY SPECIFIC PLAN - ZONING REQUEST

Amended by Council Bill BL2014-887

Purpose and Intent:

The purpose of this amendment to the Preliminary SP is to increase the maximum residential units allowed within the oneC1TY development.

GENERAL INFORMATION

ONECITY PRELIMINARY SP
 SP # 2011SP-009-008
 Council District: 21
 Council Member: Brandon Taylor
 Original Submittal: 03.03.2011
 Revision Date: 03.23.2011
 Revision Date: 04.07.2011
 Revision Date: 06.24.2014
 Revision Date: 07.23.2014

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34	Preliminary Development Plan: Regulatory Plan Development Standards Permitted Uses Phasing Strategy	48	Design Guidelines: Architectural Character Material Palette

PROJECT TEAM

NASHCAM, L.P. :

8383 PRESTON CENTER PLAZA DRIVE
5TH FLOOR
DALLAS, TX 75225
615.972.6440
RYAN DOYLE
RYAN@ONEC1TYNASHVILLE.COM

CSDG (CIVIL SITE DESIGN GROUP) :

2305 KLINE AVENUE, SUITE 300
NASHVILLE, TN 37211
615.248.9999
HAL B. CLARK, ASLA, LEED AP
HALC@CSDGTN.COM

505DESIGN :

2520 BROADWAY STREET
BOULDER, CO 80304
720.565.0505
JOHN WARD
JWARD@505DESIGN.COM

EARL SWENSSON ASSOCIATES, INC. :

2100 WEST END AVENUE, SUITE 1200
VANDERBILT PLAZA
NASHVILLE, TN 37203
615.329.9445
LAURA P. BEENE, AIA NCARB
LAURAB@ESARCH.COM

In 2010, Healthcare REIT had an **idea**.

What if we created a place in Nashville where the most creative thinkers in the healthcare community and the most innovative minds in information technology could **come together in a way that has never been done before**?

What if our core value was to drive innovation through collaboration; a layering of different perspectives for a common goal - **a healthier world**?

What if we designed a place for the future of Nashville where residents bring their friends and family to say **'this is who we are'**?

Above all, what if this new place began to answer the question **'how can we be better together'**.?



ONECITY is proud to be the first private investment to follow the public investment in the 28th Avenue Connector. We couldn't agree more with the Mayor of Nashville when he said of the connector

"It reconnects us. We're One City."

-Mayor Karl Dean

oneCITY

collaboration | innovation | technology | you

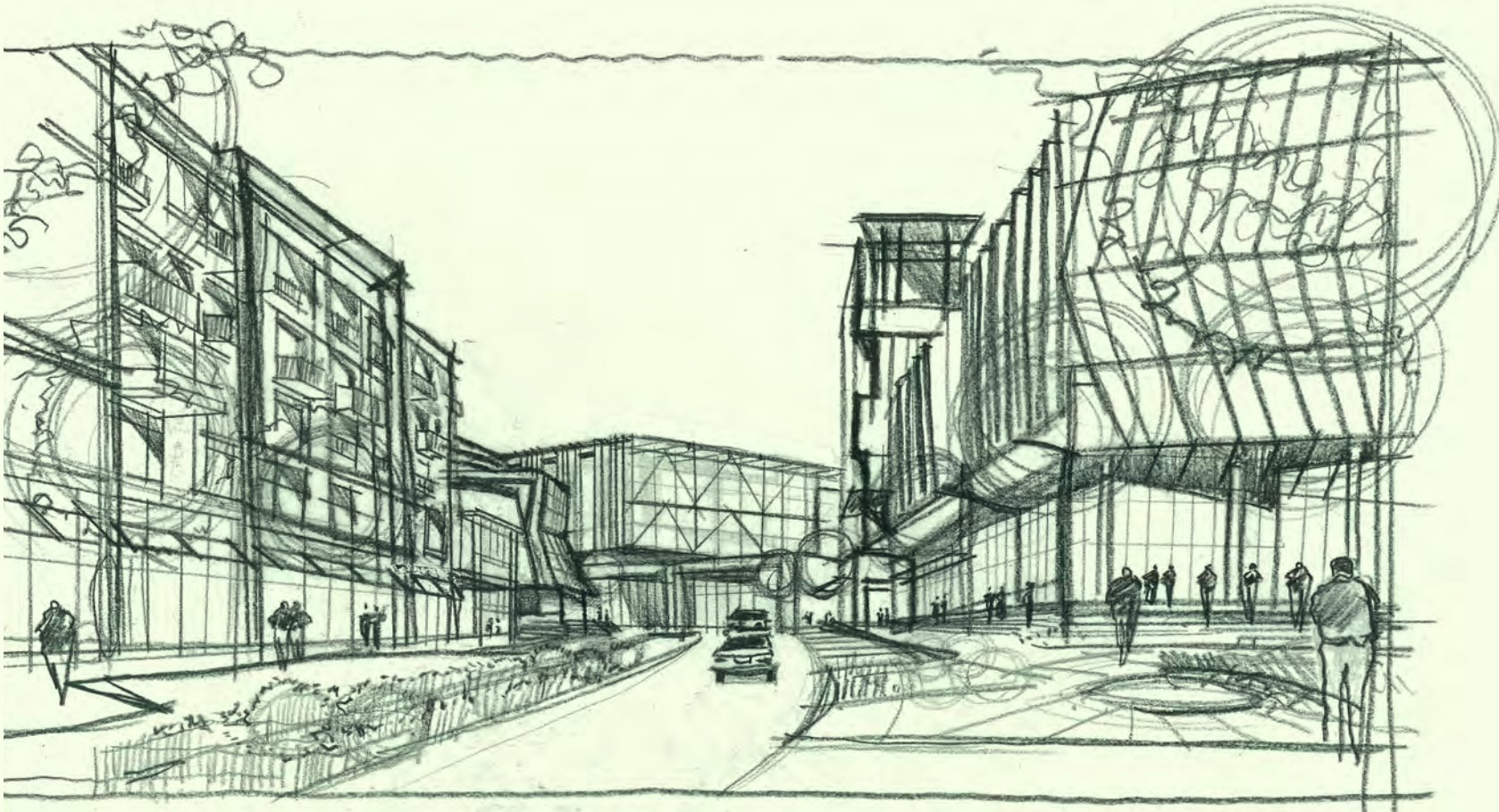


PROJECT OVERVIEW

ONECITY consists of 18.7 acres contained by Interstate 440, Charlotte Avenue, the CSX rail line and the new 28th Avenue Connector. Soon, existing vacant and underutilized structures will give way to a new, vibrant mixed-use neighborhood that will serve as a center of activity and commerce for our City.

The proposed development plan will consist of a mix of office uses, including medical, information technology and research, as well as neighborhood scale commercial and retail uses within a walkable, urban neighborhood.

The ONECITY Preliminary Development Plan outlines a unique vision, framework and guidelines for the development of this mixed-use neighborhood by establishing a Specific Plan zoning for the project.



PROJECT SUMMARY

Key Plan Components:

- Unique mix of office, commercial and retail uses (approximately 1.2 million square feet)
- Vibrant, active and walkable neighborhood
- Formal public parks, plazas, courtyards and gathering areas
- Opportunities for public art
- Potential public transit opportunities
- Model for sustainable design and development practices

REGIONAL IMPORTANCE



One in Six
new jobs in
the USA are
projected to
be in Health
Care in 2018

56 Health Care companies are **headquartered in Nashville** with more than **\$62 billion in revenues worldwide**. More than **250 Health Care Companies have operations in Nashville**, as well as 300 professional service firms in support of Health Care.



Nashville ranks **higher** than the 12 cities above in rankings measuring Health Care employment per capita, Health Care employment share and Health Care export capacity.

- 2010 The Health Care Industry in the Nashville MSA: Its scope and impact on the regional economy

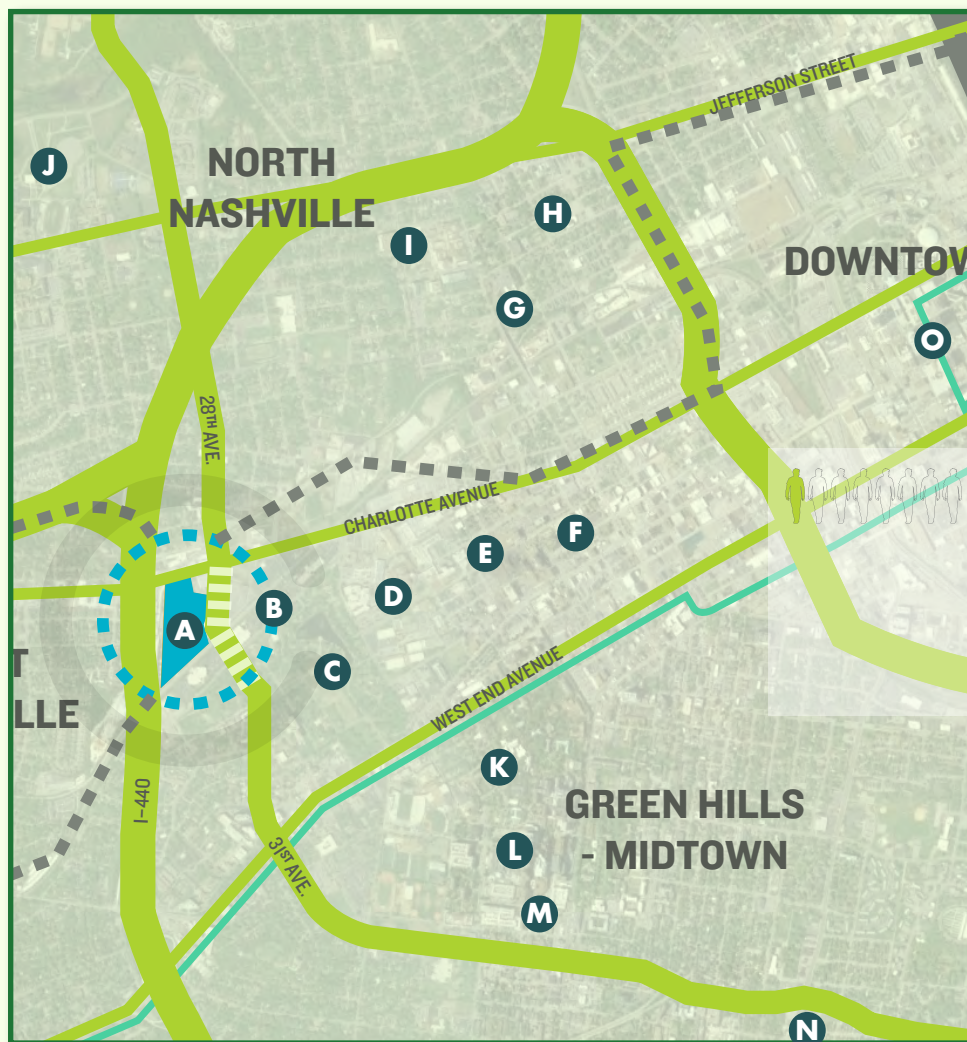
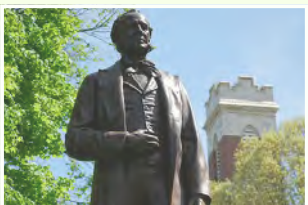
"Over the last few decades, **we've seen information technology transform industry after industry**. We've watched 24-hour ATMs replace bankers' hours and credit cards revolutionize retail. We've seen on-line shopping surge, social networking become a way of life, and in many cases, forgotten how we ever lived or worked without our smart phones.

For Americans, these transformations have brought huge benefits – better service, more convenience, and lower costs. For our economy, these transformations have meant **countless new jobs**. The top five internet companies today are all American. Over the last ten years, their workforces have grown nearly 600 percent.

Today, we are poised for a similar revolution in health care."

- Secretary Kathleen Sebelius

LOCAL IMPACT



Leverage the existing university-based assets and align expertise and opportunity to build a **new era of innovation and collaboration** between education and health care.

Health care is the largest and fastest growing local employer. Nashville's health care industry contributes nearly \$30 billion and **210,000 jobs** to the local economy.

One in eight workers in Nashville is employed by a health care provider. The average wage for health care occupations is more than **150%** of the average annual wage in Nashville.

"In 2008, the Nashville health care industry cluster occupied **31 million square feet of office space**, 16.4 percent of Nashville's total office and industrial space."

- 2010 The Health Care Industry in the Nashville MSA: Its scope and impact on the regional economy

A. Project site B. HCA Health Care C. Centennial Park D. Centennial Medical Center
E. Red Cross F. Baptist Hospital G. Metro Nashville General Hospital H. Fisk University
I. Meharry Medical College J. Tennessee State University K. Vanderbilt University
L. V.A. Hospital M. Vanderbilt Medical Center
N. Belmont University O. Downtown Nashville

Local Impact

oneCITY :: PRELIMINARY SPECIFIC PLAN

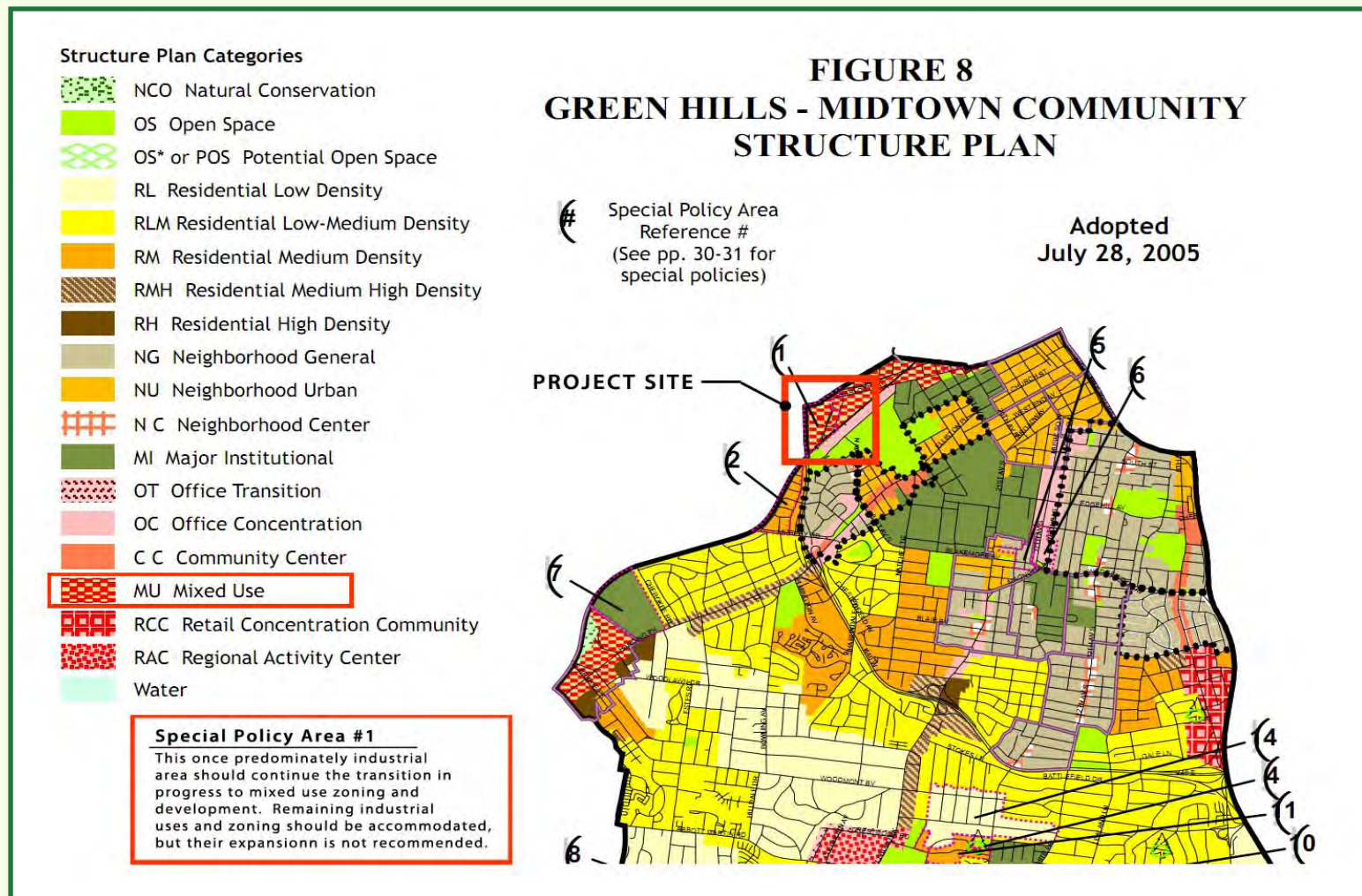
2011SP-009-008

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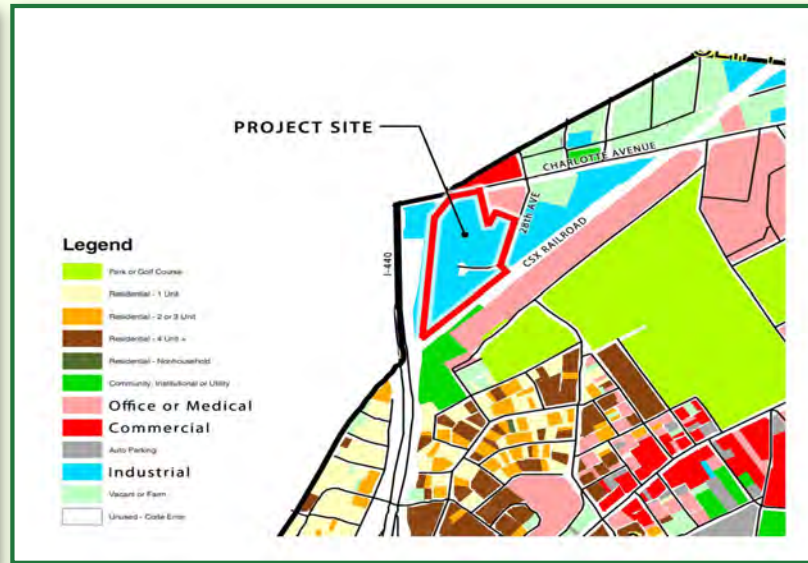
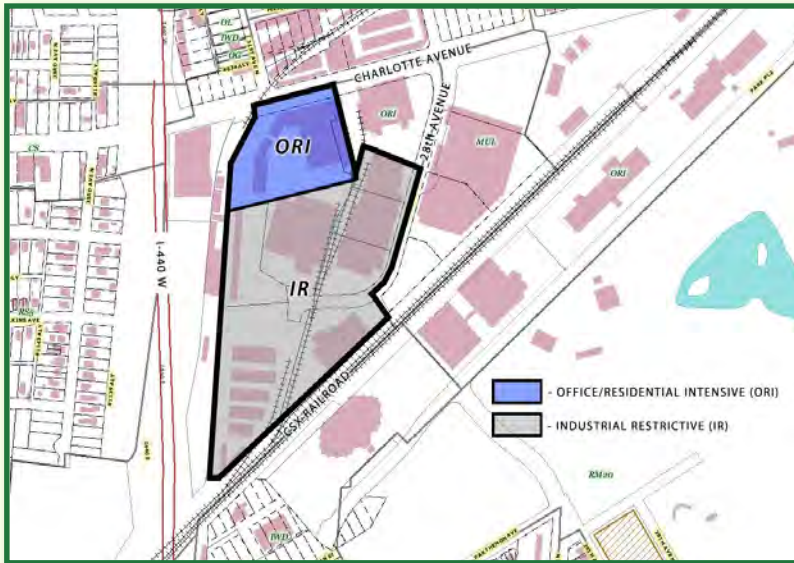
The long awaited connection was planned to bring the Nashville **community** **CONNECTIVITY** **together**. A link for people, neighborhoods, schools and employment centers, the **28th Avenue Connector** arrives at our front door. ONECITY embodies a fresh start and a future of collaboration.

CURRENT LAND USE POLICY



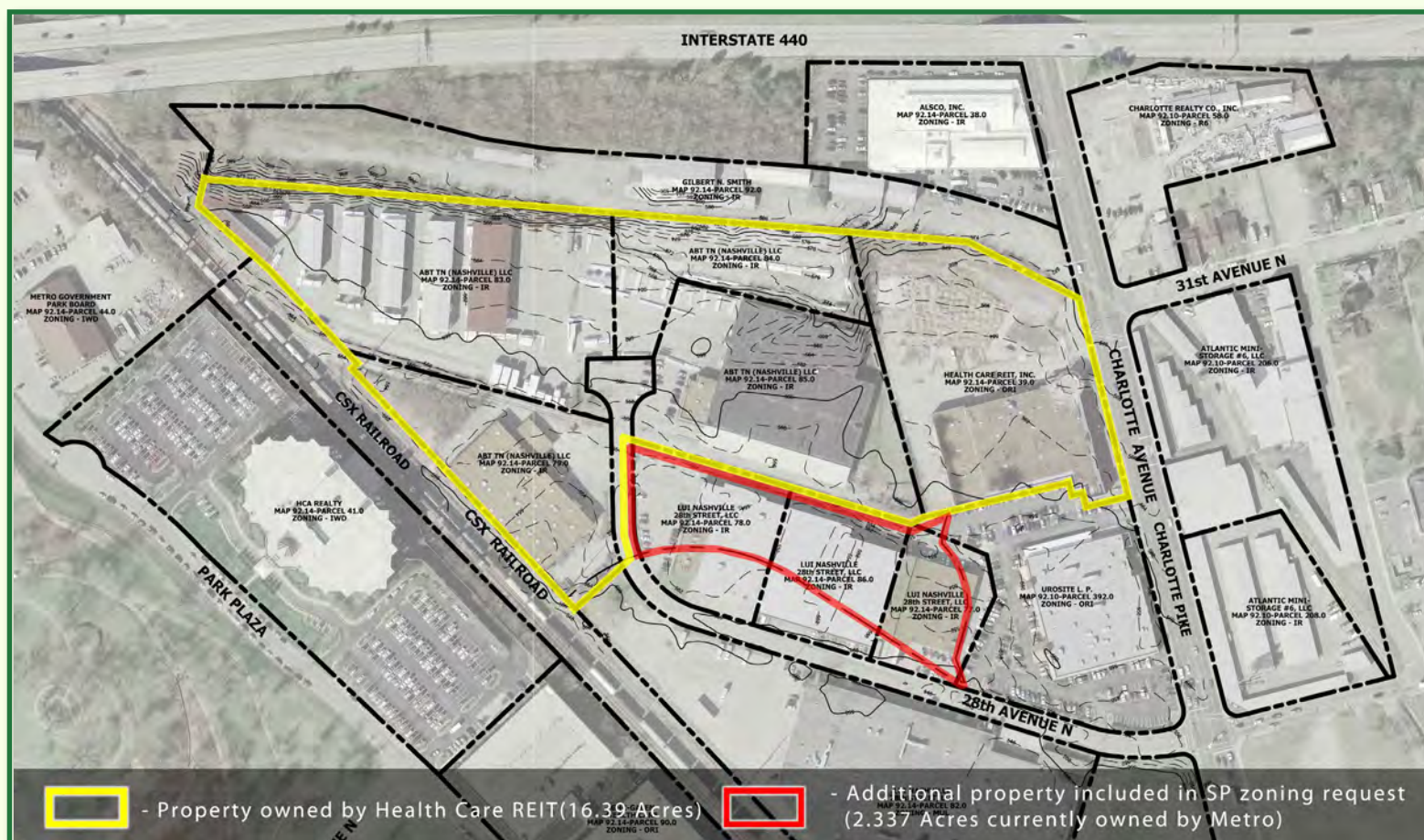
According to the current Green Hills/Midtown Community Plan, the ONECITY site is planned as a Mixed Use (MU) category in the Structure Plan and a (T5)-Center designation on the Community Transect Map. The proposed Preliminary Development Plan is consistent with this proposed policy and presents an opportunity for the site to redevelop in a manner that helps to achieve the future goals for this community.

CURRENT ZONING & ADJACENT LAND USE



The property currently falls into two existing zoning districts. The portion of the property located along Charlotte Avenue is currently zoned Office/Residential Intensive (ORI) and the portion toward the railroad and new 28th Street Connector is currently zoned Industrial Restrictive (IR). The requested SP zoning will allow the redevelopment of this current industrial property to be more consistent with the proposed MU policy planned in the Community Plan.

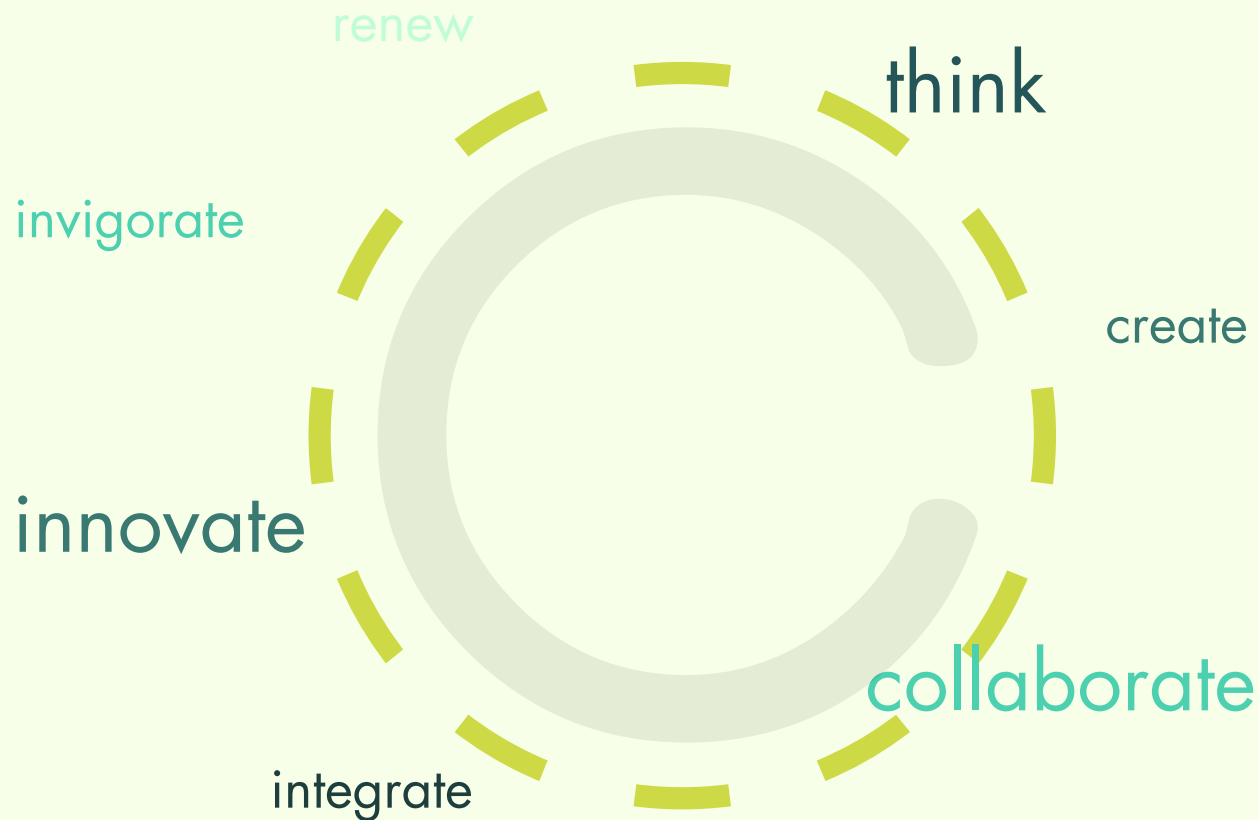
The existing land uses in the immediate area of the site are also primarily industrial in nature with a small portion of office and/or medical uses adjacent to the property and commercial uses across the street on the north side of Charlotte Avenue. With this existing land use pattern, and the development program planned for ONECITY, the future development plan will be consistent with the existing and planned land uses in the adjacent area.



The existing physical characteristics of the property are consistent with an outdated industrial property and currently contains several vacant, dilapidated and/or unoccupied buildings and one existing facility that is relocating at the present time. There are currently several easements including an existing railroad spur and a portion of the existing 28th Street that are being abandoned by Metro as a part of the new connector project. All of these easements and dedications are in the process of being abandoned and will become part of the overall usable property for the project. Most of the property is currently covered in building or pavement (roads and/or parking) with very little existing vegetation on site. A significant portion of this paved area will be ultimately converted into green space or landscaped, park areas for public enjoyment.

THE IDEA

Together we will create a place that is powered by the aspirations of the best minds in the Healthcare Industry, centered on the belief that we are all students of **mindful living**, and is a natural extension of the Nashville culture and urban fabric. The **synergy** created between patient care, information technology, research and development, and the entrepreneurial spirit will be built into the buildings and spaces throughout ONECITY.



THE CONCEPT



- | | |
|---------------------|--------------------------------------|
| 1 The Market Street | 5 The Yard |
| 2 Arrival Court | 6 The Water Gardens |
| 3 The Boulevard | 7 The Climbing Gardens |
| 4 The Dining Deck | 8 Charlotte Avenue - The Public Face |

NOTE:

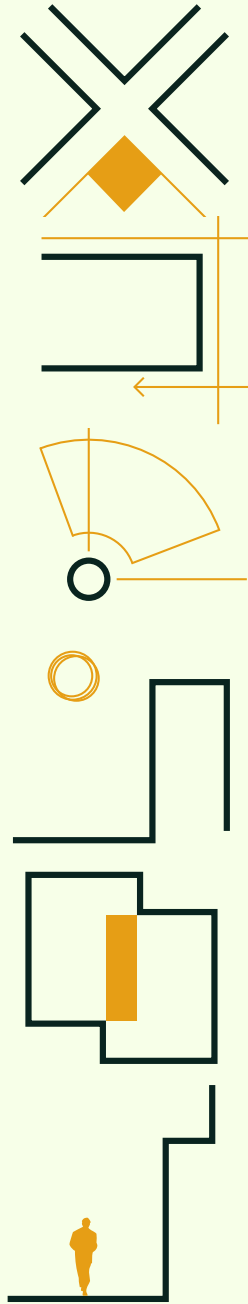
This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.

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 MUI zoning district as of the date of the applicable request or application.

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

11.16.2020



DESIGN PRINCIPLES for QUALITY OF PLACE

Urban Fabric - Considering our place within the overall scale and essence of Nashville, TN - Big Picture - Broad Strokes and Overall Gesture - High Design

Circulation - Access to the site and within the site for transportation (auto, bus, transit, bikes) and pedestrians - Movement of people, goods and services - Paths, Intersections & Nodes to Key Points/Amenities within the Site

Views - Preserve views of Downtown and Centennial Park from the site - connecting to place - Create or Frame compelling views of **ONECITY** when approaching it and from within the site - enhance brand identity

Solar Access - Plan and Design with the sun in mind to insure solar access for all key functions - utilize the sun's benefits (natural lighting, passive heating, gardens, general well-being and shadows) and negate its downfalls (glare, indoor temperature swings, heavy hvac use and vegetative dead zones) through design

Relationships - Understand programmatic interactions and adjacencies critical to our ultimate uses - Patience Services, IT, R&D, Retail, Residential, Public Areas and surrounding site - Building plans and inter-building connections

Human Factor - Establish a scale and architectural language approachable by the site's users - High Touch - materials - experiences (the senses and elements - sight, touch, sound, taste and smell - earth, fire, water, wind & our emotional connection to them)

THE PLACE

This is not just a development, but rather a collection of diverse places designed as a **catalyst** for the community and a fully integrated extension of the Nashville urban fabric. The character of each place is driven by both the aspirations of the future occupants and by the **6 guiding principles for quality of place.**



- 1 The Market Street: high touch, pedestrian scaled shopping and dining street.
- 2 The Boulevard: lush, pedestrian friendly streetscape with landscaped median is the collector for everyday traffic.
- 3 Arrival Court: expressive canopy and sophisticated landscape provide a big sense of arrival.
- 4 The Dining Deck: anchored by healthy eating, local food is the main focus for the teaching and dining experience.
- 5 The Yard: a relocated heritage tree and interactive water feature anchor this multi-purpose gathering place.
- 6 The Water Gardens: water quality gardens double as a series of outdoor rooms for great minds to steep.
- 7 The Climbing Gardens: the terraced gardens link 28th Avenue to the Yard and back to Centennial Park
- 8 Charlotte Avenue: urban edge, streetscape and architecture that serves as the public face of the project



THE MARKET STREET

A place intrinsic to Nashville where locals can buy local, patients can **'discover'** instead of **'wait'** and visitors can shop and dine in a vibrant and comfortable environment.

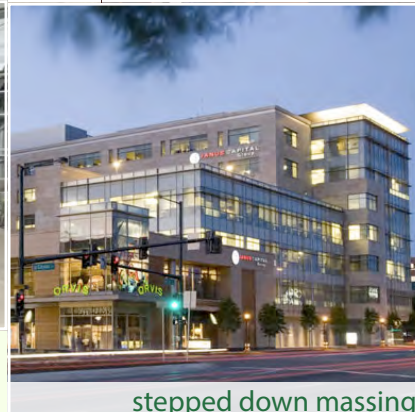
sidewalks in summer shade <
 easy cross-shopping <
 pedestrian scaled landscape <
 simple, elegant hardscape <
 tenant planter program <



urban sophisticated



messy vitality



stepped down massing



vibrant storefronts





THE BOULEVARD

A lush Promenade with a **modern sophisticated streetscape** serves as the primary collector for employee and patient traffic with clear wayfinding and several parking options . Ground floor tenants and lobbies line The Boulevard and frame a long vista to the arrival court beyond.

signature pot program <
simple, scored concrete <
modern light standard <
bright storefronts and lobbies <
south facing trellis gardens <
comfortable seating <



hip-height landscaping



well-illuminated streetscape



street level lobby



warmth and texture

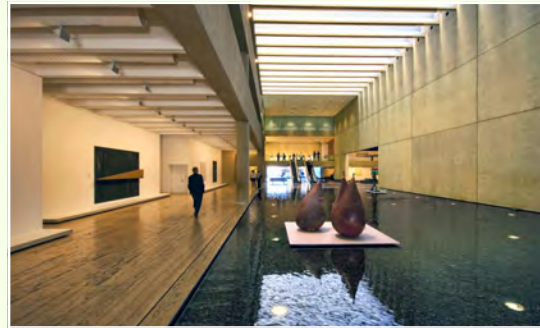




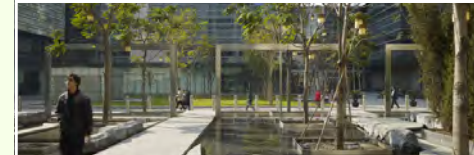
ARRIVAL COURT

The urban plaza and motor court with its expressive canopy provide both a **big sense of arrival** and a sophisticated, almost zen forecourt to the office tenants and their guests. Enter at the grand atrium that feels more like an art museum than a lobby.

large scale plaza <
artful landscape - hardscape <
natural materials <
casual gathering places <
places to be alone together <
calm water <



lobby experience



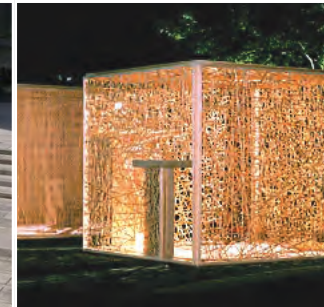
calm water feature



rustic modern



urban plantings



outdoor rooms





THE YARD

The Yard is the largest, most flexible public open space and will serve as both a **community performance venue** and a series of **terraced outdoor rooms** for daily gatherings, quiet reflection and public fitness, all in the shadow of the tree canopy.

a place to be quiet <
a place to gather with friends <
shaded places to picnic <
flexible spaces to just be <
summer music under the stars <
fall lecture series <



community event lawn



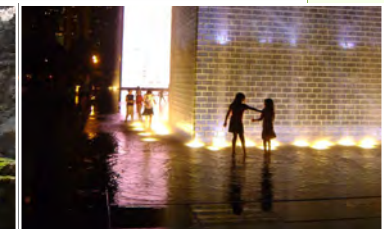
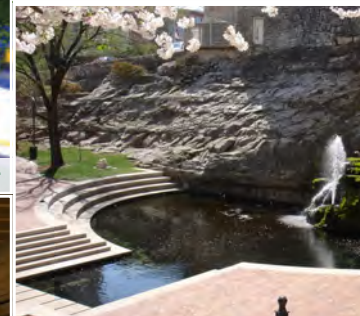
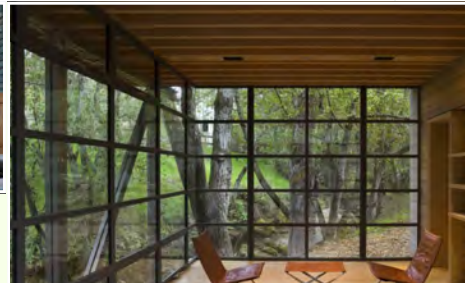
relocated heritage tree



flexible outdoor rooms



both active and passive places to gather



urban water source



THE CLIMBING GARDENS

THE CLIMBING GARDENS

A **gestural urban garden** tied to the newly connected city of Nashville, the Climbing Gardens provide a **rich tapestry of plant life** and intimate gathering places: a quick stop on your way to Centennial Park or a place of rest when you return home on the transit line.

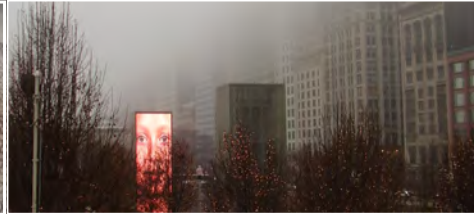
our front door to the community <
honor local plant heritage <
urban grit meets quiet gardens <
perfect for people watching <
gateway to Centennial Park <
special outdoor lighting <



elevated walks and outdoor rooms



stone, concrete and abundant planting



interactive illumination



furniture for lounging

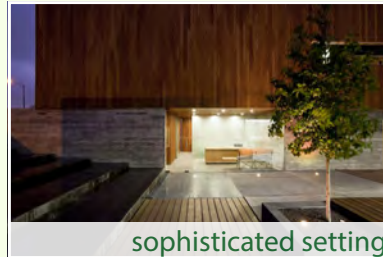




THE DINING DECK

Where The Market Street meets The Boulevard: **A Celebration of Food.** This is where real Dinner Theater happens. Home to some of the best restaurants in town, The Dining Deck is a portal to a world of modern, healthy eating.

the best outdoor dining in town <
 leaders in healthy eating <
 teaching our children anew <
 intimate setting <
 the modern food festival <
 the local food experience <



sophisticated setting



flexible dining opportunities



it's all about the food



experiential



District Plan - The Dining Deck



THE WATER GARDENS

Designed with water quality in mind, the Water Gardens provide a more private extension of the corporate campus into the most natural setting with **meandering paths**. **Outdoor rooms** are designed for a spontaneous meeting of the minds.

experience water quality <
 educational opportunities <
 a place for an afternoon stretch <
 impromptu meetings outside <
 planned corporate functions <
 the wonder of water and mist <
 shaded seating for conversations <



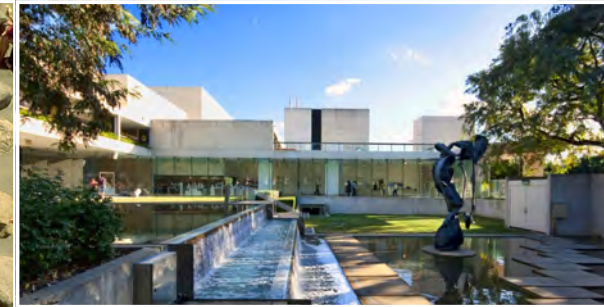
night time atmosphere



mist gardens



interactive water



shade and comfort

oneCITY :: PRELIMINARY SPECIFIC PLAN

2011SP-009-008

11.16.2020



CHARLOTTE AVENUE

The project's **urban edge**, designed with architecture and an urban streetscape in mind, this edge functions and feels like the **public face** of the community providing a desirable environment for pedestrians as well as a variety of vehicular traffic and public transit opportunities.

urban edge <
 architectural face <
 pedestrian experience <
 public transit opportunities <



pedestrian oriented



urban edge



complete street

PRELIMINARY DEVELOPMENT PLAN



Notes:

1. See site data table and development standards on next page for additional notes.
2. For all active uses on the first floor, a minimum of 40% of the front facade shall be clear or lightly tinted windows and doors, 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 floors, regardless of use, shall have a minimum of 25% of glazing.
3. Areas designated as "proposed active use conversion zone" shall provide active use and/or window display along at least 40% of the first floor building facade. The building area along this facade within the zone shall be designed and constructed in a manner that will permit future conversion to active use (liner building space) which if converted would maintain a minimum of 40% active use along the facade. The design and construction shall permit for a space of not less than 30 feet in depth and a minimum of 16 feet in height, measured from the first floor to the bottom of the 2nd floor above. Liner building space along Charlotte Avenue shall be exempt from the square footage calculation.
4. The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

DEVELOPMENT STANDARDS

DEVELOPMENT / SITE DATA TABLE

	Parcel 1	Parcel 2	Parcel 3	Parcel 4	Parcel 5	Parcel 6	Parcel 7	Parcel 8
Maximum FAR	5.00	5.00	5.00	5.00	5.00	5.00	5.00	N/A
Maximum ISR	1.00	1.00	1.00	1.00	1.00	1.00	1.00	N/A
Minimum Building Height	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	2 Stories	N/A
Maximum Building Height	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	15 Stories	N/A
Building Build-To Zones	<ul style="list-style-type: none"> Along Charlotte Avenue - Within 15' and 25' from the edge of the existing street R.O.W. Along 28th Street Connector - Within 20' and 30' from the edge of the proposed street R.O.W. Along all internal streets - Within 10' and 25' from the back of curb of adjacent street or parking (The 25' only permitted in order to accommodate outdoor dining/cafés, etc.) 							
Building Step Back	The maximum building height at the established build-to line shall be 7 stories (or 105 feet), and then proceed with a minimum recess of 15 feet for additional stories.							
Parking	Parking will be provided in accordance with the requirements in the Metro Zoning Ordinance. This SP plans for a combination of on-street and structured parking. Shared parking is encouraged and bicycle parking will also be provided.							

DEVELOPMENT STANDARDS

1. This plan is an illustrative depiction intended to demonstrate the conceptual layout and character of the proposed development. The configuration of plan elements including parcel sizes, street layout, access points, parking design, open space network and the specific location of buildings may range without rendering the SP invalid. Plan may alter to adjust for these factors, but the development parameters set forth in the preliminary SP document shall be met.
2. 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 MUI zoning district as of the date of the applicable request or application.
3. The purpose of the specific plan is to allow the mixed use development with the densities and FAR indicated within the SP.
4. The required fire flow shall be determined by the Metro/Nashville fire marshal's office prior to the issuance of a building permit.
5. Build-to lines and building setback lines are shown on the preliminary development plan.
6. Approval of any 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, sinkholes, rock outcroppings, streams, springs and critical lots.
7. Any excavation, fill or disturbance of the existing ground must be done in accordance with stormwater management ordinance 78-840 and approved by the Metro Department of Water Services.
8. This drawing is for illustrative 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.
9. 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.
10. Individual water and sewer service lines are required for each parcel.
11. The developer of this project shall comply with the requirements of the adopted tree ordinance 2008-328 (Metro Code Chapter 17.24)
12. The owner intends to begin development of this project by fall of 2011. Expected completion by 2025. *** (Revised from 5 years to 2025)*
13. A subdivision plat will be submitted with the Final SP drawings.
14. No surface parking, with the exception of on-street parking, shall be permitted within a build-to zone or between any roadway and building, except for temporary surface parking. Temporary surface parking shall not be located within 50 feet of Charlotte Avenue or 28th Avenue. Any temporary parking with more than ten spaces must meet the "parking area screening and landscaping" requirements specified in the Metro Zoning Code.
15. According to FEMA's current flood maps (47037CO214F, dated April 20, 2001), as well as Metro's GIS information, there is no 100-year floodplain within the SP boundary.
16. According to the NRCS Soils Map, the soil on the property is MsD (Mimosa - urban land complex). This soil is not a "problem soil" as noted in section 17.28.050 of the Metro Zoning Code.
17. There are no slopes on this SP with slopes greater than 15%.
18. All of the proposed internal private drives and sidewalks adjacent to the proposed buildings will be within a "public utility, drainage and access easement" to allow vehicular and pedestrian access as well as public utility services to all of the buildings and the public spaces within the development.
19. No garage access shall be permitted along Charlotte Avenue or 28th Avenue and shall be provided from internal drives only.
20. There are no existing wetlands within the SP boundary.
21. Signage shall meet the standards of the MUG zoning district. Detailed signage standards and guidelines will be included in the Final SP submittal.
22. All development with the boundaries of this plan meets the requirements of the Americans with Disabilities Act and the Fair Housing Act.
23. Temporary improvements shall be permitted within the zone outlined in this SP. These improvements shall include temporary driveways, hardscape, parking, utilities, structures and landscaping. All proposed improvements shall be subject to the approval of Metro Government at the time a Final SP is submitted.
24. For the temporary parking use of existing building pad, no screening along Charlotte Avenue is required, however, temporary landscaping shall be installed to fulfill the intent of section 17.24.130-170 of the Metro Zoning Code.
25. PERMITTED USES: Uses permitted in this development include all of the uses allowed in the MUG zoning classification with the exception of: Boarding house, Consignment sale, Garage sale, Historic bed and breakfast, homestay, Daycare home, Monastery or convent, Orphanage, Religious institution, Fraternity/sorority house, Cash advance, Automobile convenience, Automobile service, Donation center drop-off, Funeral home, Home improvement sales, Pawnshop, Radio/TV/satellite tower, Warehouse, Boatdock (commercial), Water taxi-station, Power/gas substation, Country Club, Driving range, Fairground, Golf course, Cemetery. (Residential Uses permitted, shall be limited to a maximum of 850 total units).
26. Size driveway culverts per the design criteria set forth by the Metro Stormwater Management Manual (minimum driveway culvert in Metro ROW is 15" CMP).
27. The existing roads and sidewalks shown on the plat of record as Instrument No. 20151210-0124463 (attached for reference) (the "PLAT") will not be modified in a manner that adversely affects Lot 9. Any change in the size or location of the private drive shown as "City Place" on the Plat and the private drive shown as "Road B - City Place" on sheet 3 of the Amended Preliminary SP shall be deemed to adversely affect Lot 9 and shall require the written consent of the owner of Lot 9.

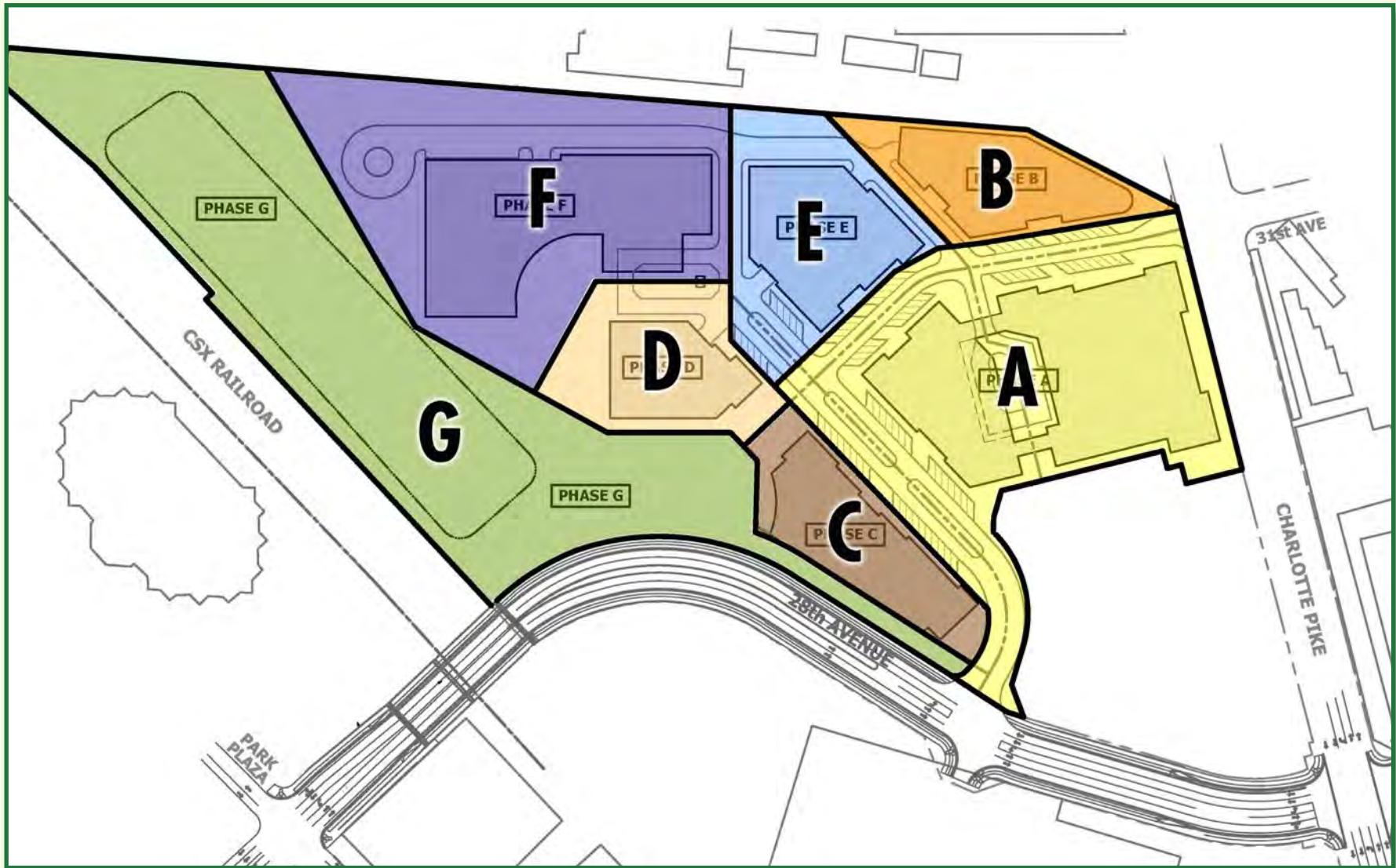
Development Standards

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2011SP-009-008

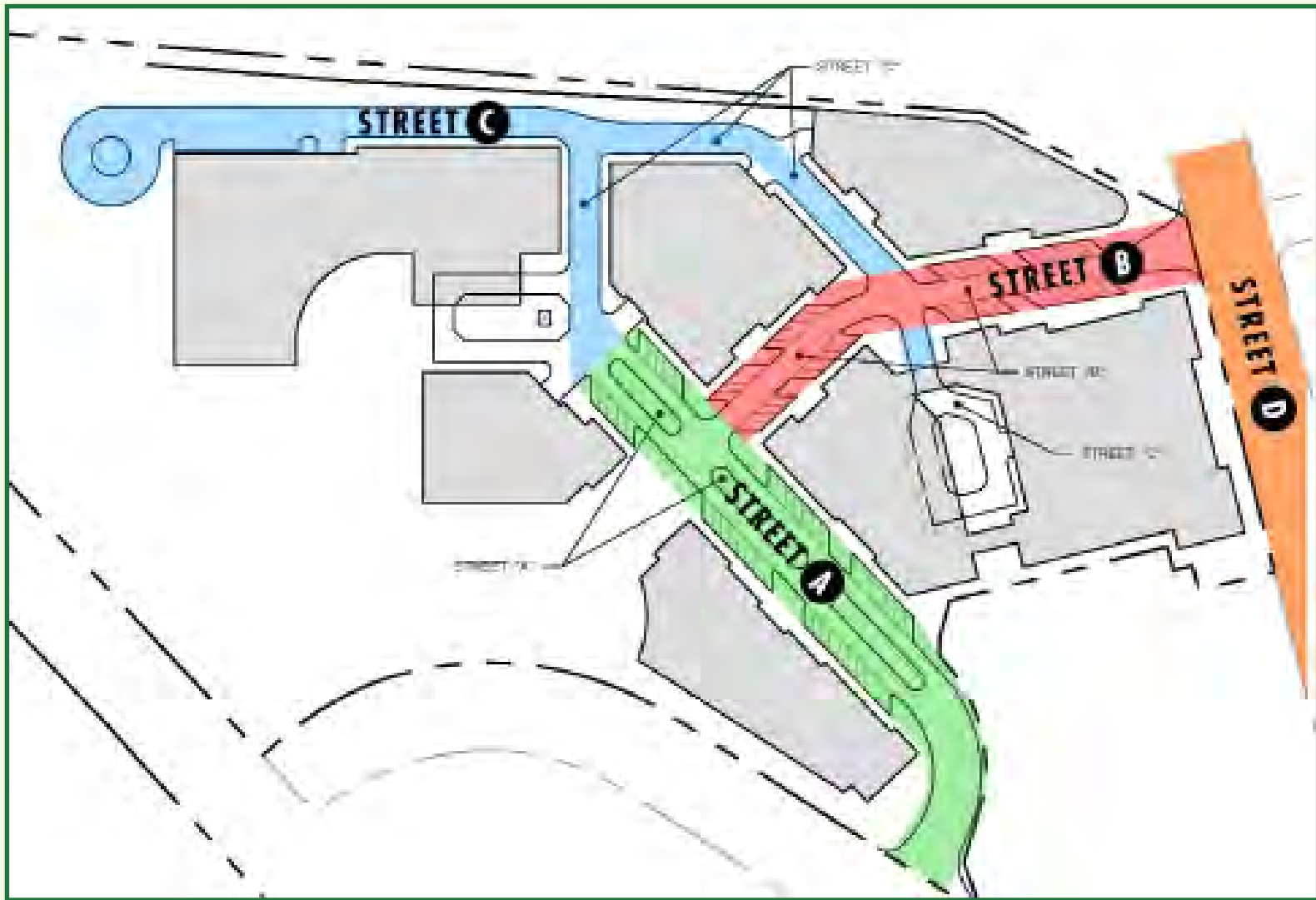
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PHASING STRATEGY



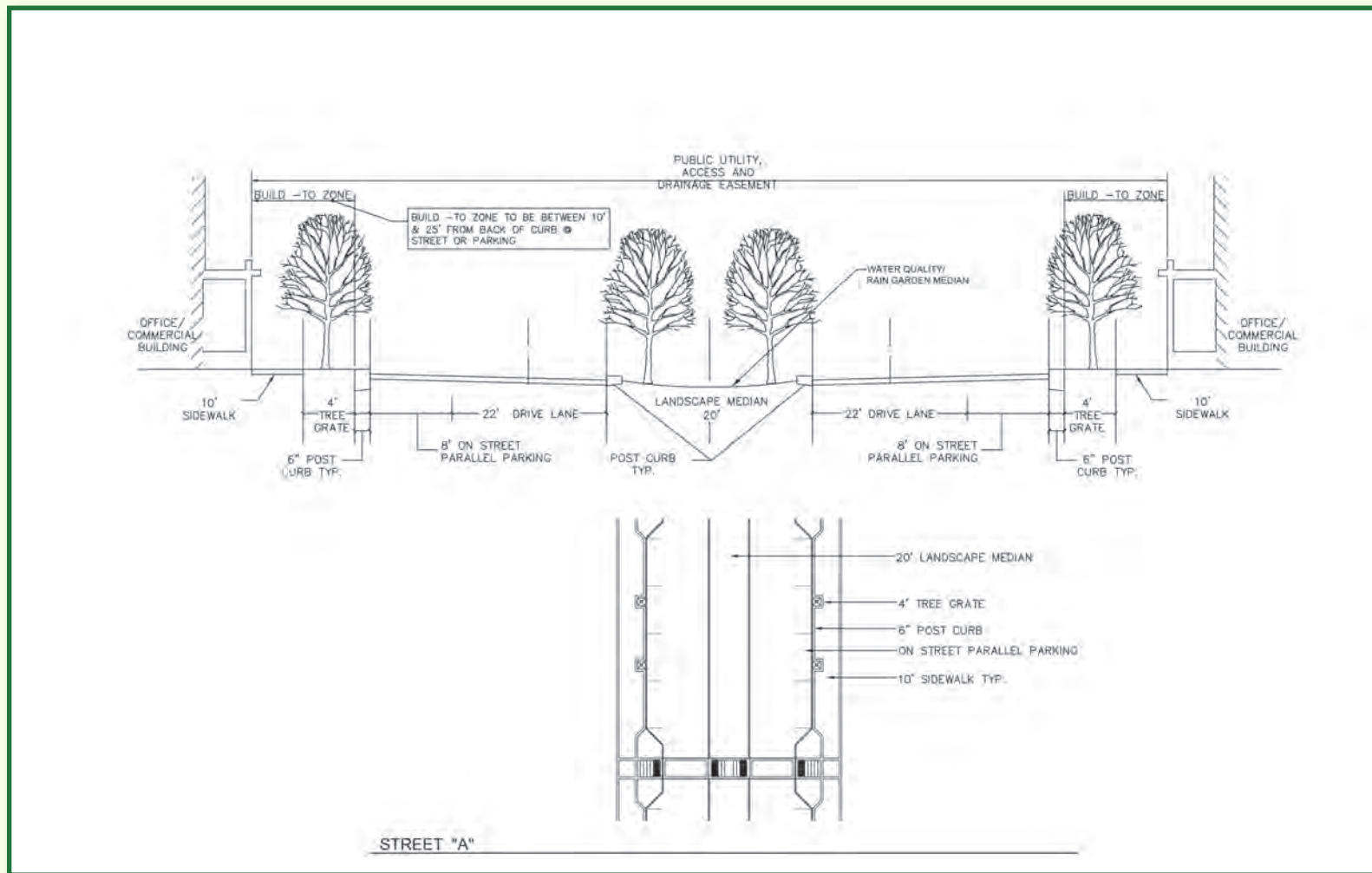
Note: The Development Phasing Strategy boundaries and sequence of construction to final build-out shown on this plan is preliminary and subject to revisions based on market conditions and future final SP submittals.

SITE CIRCULATION



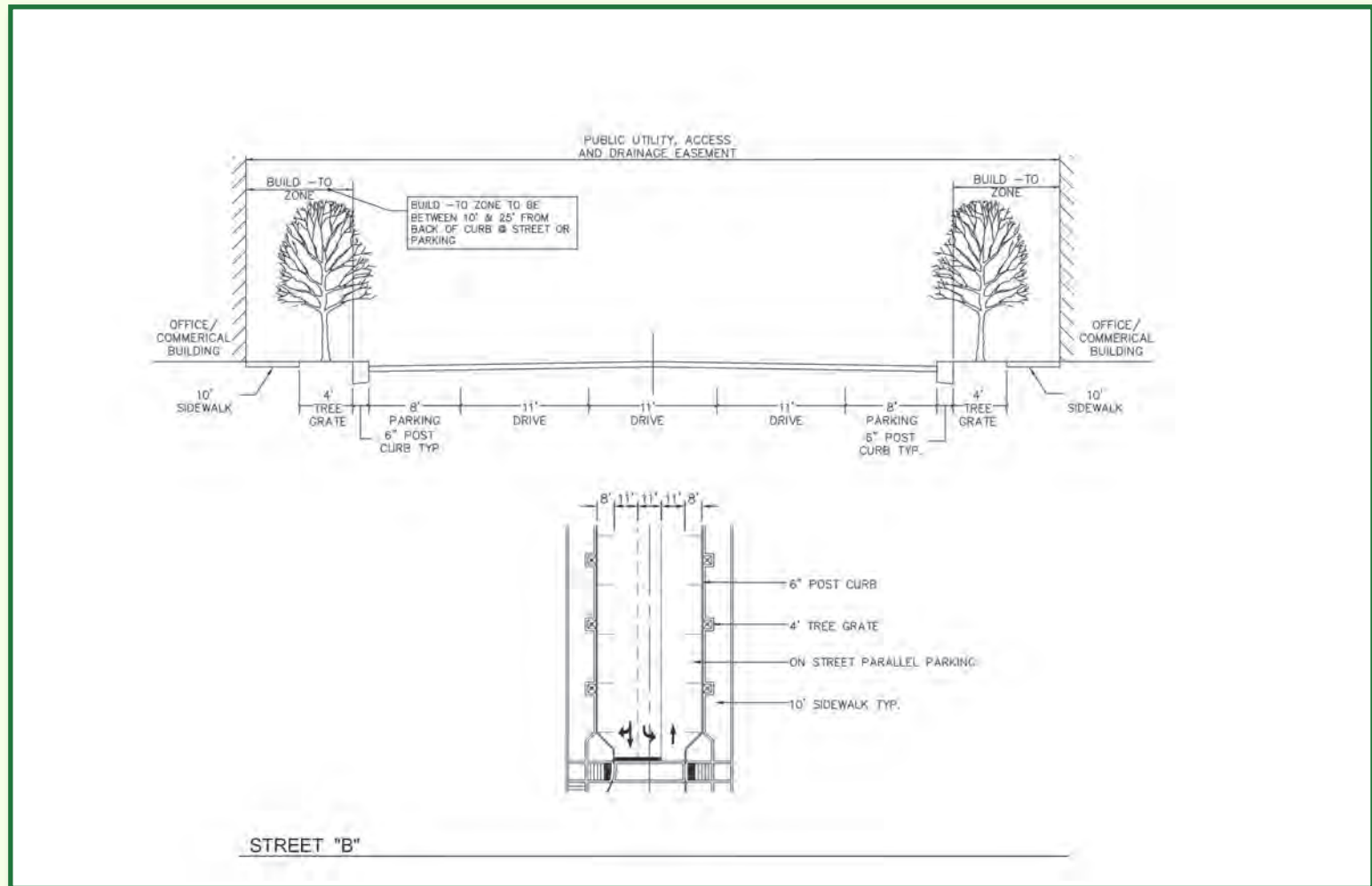
Note: See details on next page for typical street sections.

STREET SECTIONS



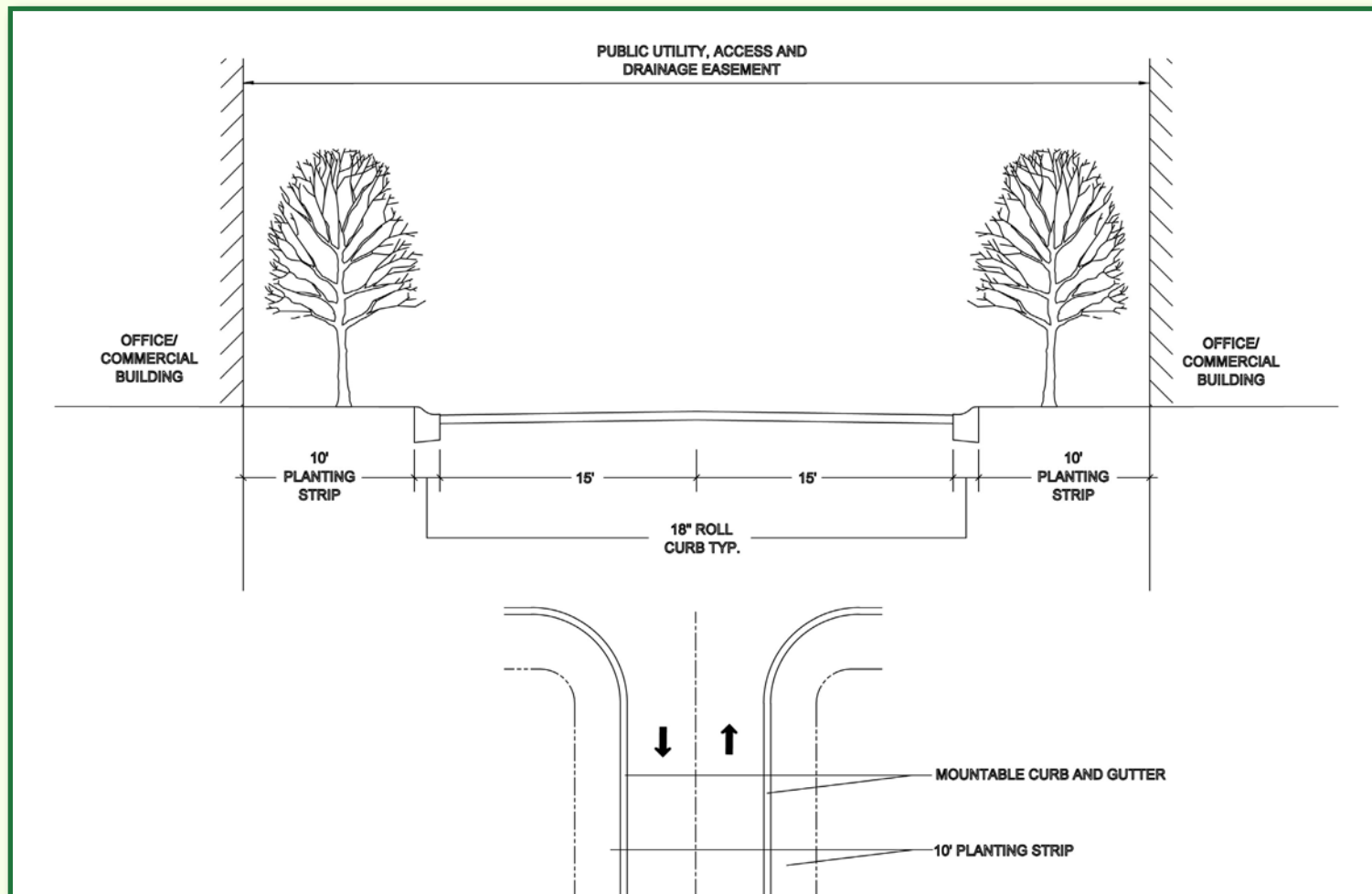
STREET **A**

STREET SECTIONS



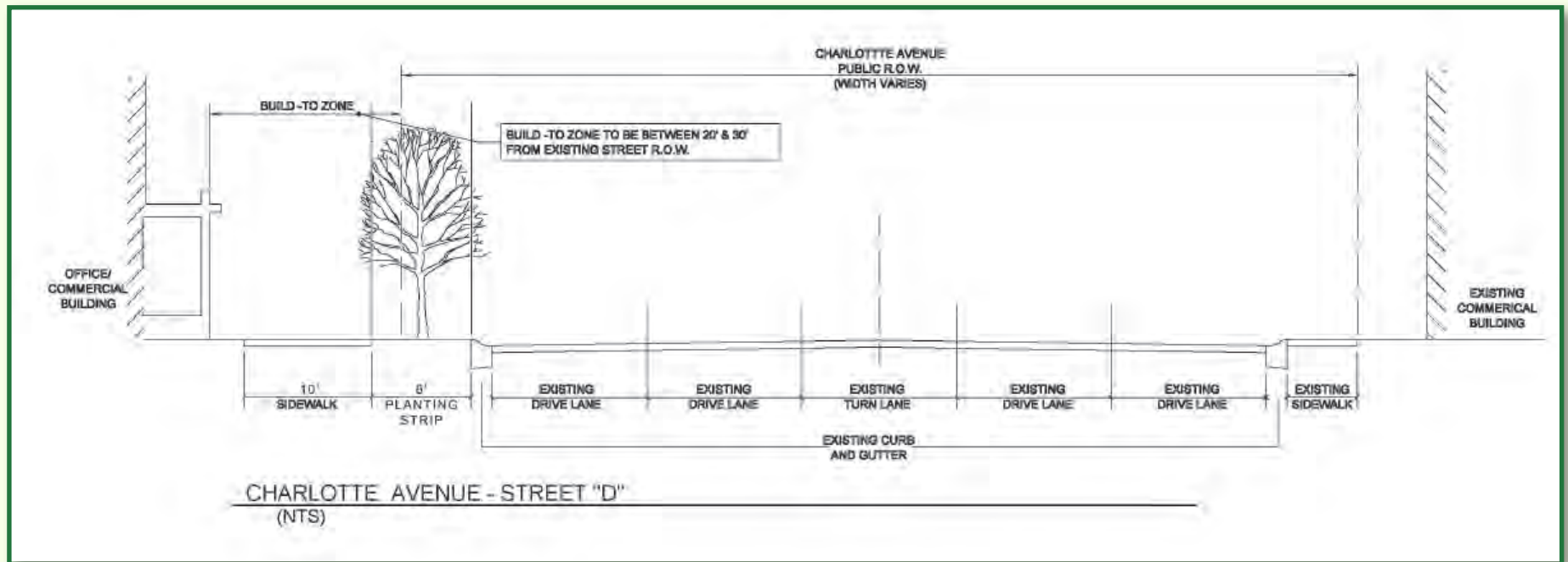
STREET **B**

STREET SECTIONS



STREET **C**

STREET SECTIONS



STREET D

Note: The frontage along Charlotte Avenue between the building face and existing street R.O.W. shall be designed to include pedestrian walkways, sitting areas and landscape areas.

TRAFFIC CONDITIONS

This SP Plan will comply with the following Traffic Conditions approved as a part of Amendment #1 to Metro Council ORDINANCE NO. BL2011-891.

1. PHASE 1 TRAFFIC CONDITIONS:

- a. Road A (Site Access 1) from the 28th Avenue Connector project limits to Road B shall be designed to include two travel lanes in each direction in order to accommodate the traffic that will be generated by the proposed development.
- b. The eastbound approach of Road A at the intersection of the 28th Avenue Connector will be designed to include three eastbound approach lanes and shall be striped to include at a minimum one left turn lane and one right turn lane with approximately 200 feet of storage and tapers per AASHTO/MUTCD standards. The design and construction of this approach shall be coordinated with the 28th Avenue Connector project.
- c. At the intersection of Road A, the northbound approach of the 28th Avenue Connector shall be modified to include a left turn lane with approximately 225 feet of storage and tapers per AASHTO/MUTCD standards. The design and construction of this approach shall be coordinated with the 28th Avenue Connector project.
- d. Road B (Site Access 2) shall be designed at a minimum as a two-lane roadway with one travel lane in each direction.
- e. The northbound approach of Road B shall align with 31st Avenue at the intersection of Charlotte Avenue and shall be designed to include one left turn lane with approximately 100 feet of storage, one through lane, and one right turn lane with approximately 170 feet of storage and tapers per AASHTO/MUTCD standards.
- f. The existing two-way left-turn lane on Charlotte Avenue should be restriped at the intersection of Road B to provide a dedicated westbound left turn lane with approximately 150 feet of storage and 75 feet of open taper.
- g. The traffic signal at the intersection of Charlotte Avenue and Road B/31st Avenue shall be modified to accommodate the new approach of Road B. At a minimum the modification will include protected/permissive left turn signal phasing for all approaches, and a right turn overlap for the northbound approach during the protected westbound left turn phase. Crosswalks with pedestrian signal heads and pushbuttons shall be provided across all legs of the intersection.
- h. The internal intersection of Road B and Road C shall be controlled by stop signs on the Road C approaches. Left turn lanes with at least 60 feet of storage and tapers per AASHTO/MUTCD standards shall be provided on the northbound and southbound approaches of Road B. The eastbound and westbound approaches of Road C should be designed to have a separate left turn and a shared through right turn lane. These left turn lanes should have at least 60 feet of storage and tapers per AASHTO/MUTCD standards.
- i. To minimize conflicts for traffic entering the site on Road B from Charlotte Avenue, remove all southbound angled parking on Road B for a minimum distance of 150ft from the intersection of Road B and Charlotte Avenue.
- j. The intersection of Charlotte Avenue at 28th Avenue is being redesigned, as part of the 28th Avenue Connector project currently being undertaken by Metro. The redesign of the existing traffic signal shall be coordinated with the 28th Avenue Connector project to minimize any required reconstruction associated with any anticipated future improvements required at this intersection.

TRAFFIC CONDITIONS

Traffic Conditions continued....

k. As described in the traffic impact study, "it is anticipated that the proposed development will be a major attractor for commuters with several thousand new jobs and daily visitors to the proposed medical offices and retail/restaurant space". Because of this consideration should be given to adding a bus stop for the #10 Charlotte Route within the project site. With the submittal of Final SP plans, the site shall be evaluated to determine where facilities could be provided to accommodate future transit/bus service.

l. A cross access easement shall be provided to the adjacent property to the west. The utilization of this easement will be determined by Metro at the time a redevelopment plan is submitted for the adjacent property to the west.

2. PHASE 2/FULL BUILD-OUT:

a. Focused traffic impact studies shall be required with the submittal of each Phase 2/Full Build-out final SP plan or as determined by the Metro Traffic Engineer. These studies will determine at what point each of the Phase 2 improvements (listed below) are to be constructed and whether additional mitigations are required. The expected improvements include the following:

1. A northbound right turn lane on the 28th Avenue Connector at the intersection of Charlotte Avenue with approximately 225 feet of storage and tapers per AASHTO/MUTCD standards.

2. An eastbound right turn lane on Charlotte Avenue at the intersection of the 28th Avenue Connector with approximately 300 feet of storage and tapers per AASHTO/MUTCD standards.

3. A westbound right turn lane on Charlotte Avenue at the intersection of the 28th Avenue Connector with approximately 200 feet of storage and tapers per AASHTO/MUTCD standards.

4. A modification of the northbound lanes on the 28th Avenue Connector at Charlotte Avenue to provide two left turn lanes, a single through lane, and a right turn lane with appropriate signage as required.

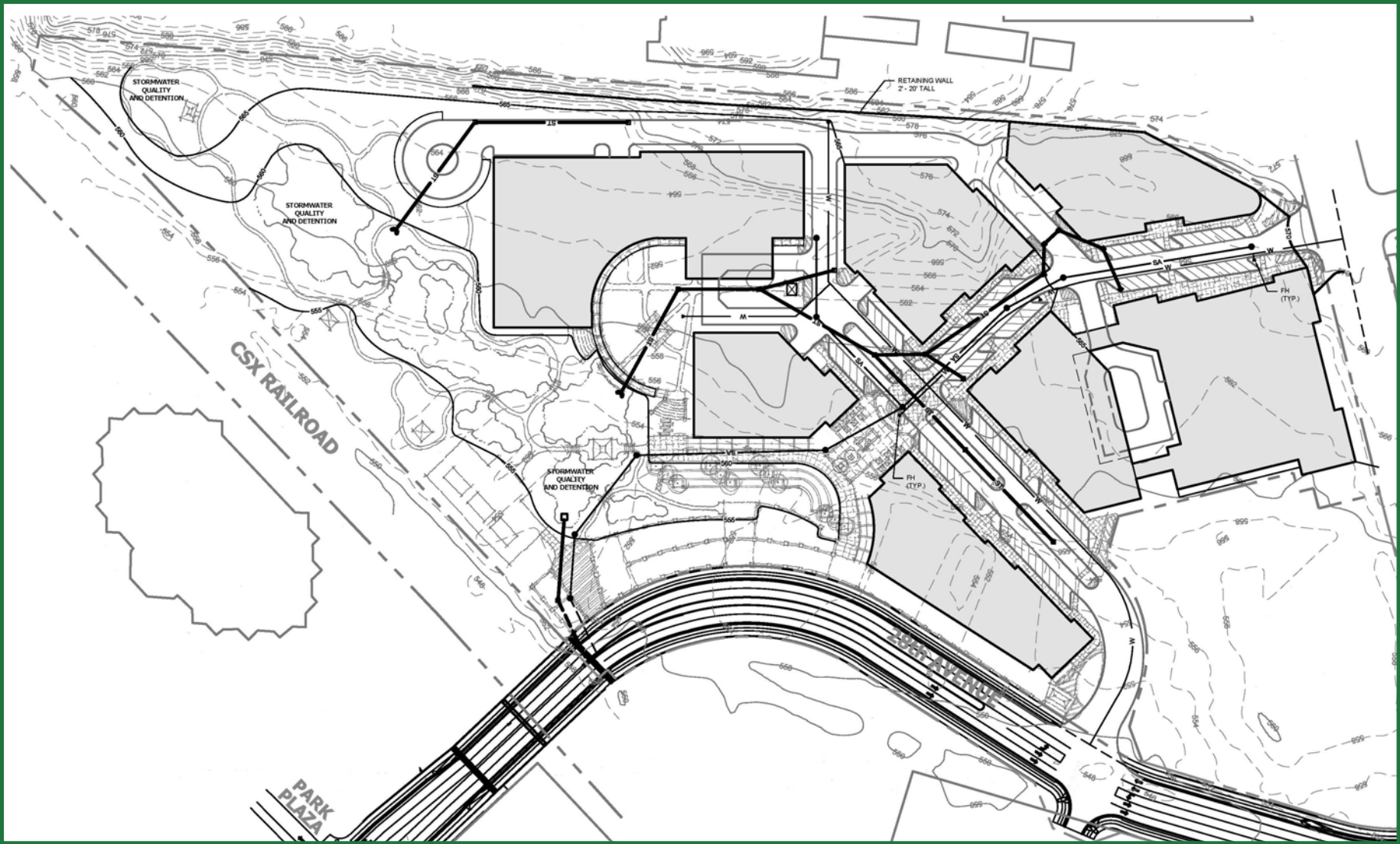
5. A modification to the lanes on the north approach of 28th Avenue at Charlotte Avenue to provide a southbound left turn lane, a southbound through lane, a southbound shared through/right turn lane, and a northbound through lane. The southbound left turn lane will have a minimum storage length of 160 feet and tapers per AASHTO/MUTCD standards. The southbound through/right turn lane on 28th Avenue will extend for a distance of at least 330 feet north of the Charlotte Avenue intersection.

6. Modification to the traffic signal at the intersection of Charlotte Avenue and 28th Avenue to provide protected-only left turn phasing for the recommended dual left turn lanes on the northbound approach of 28th Avenue. Right turn overlap phasing will be provided for the northbound, eastbound, and westbound approaches.

7. An eastbound right turn lane on Charlotte Avenue At the intersection of Road B/31st Avenue with approximately 150 feet of storage and tapers per AASHTO/MUTCD standards.

3. Approved traffic conditions may be modified based on subsequent review and approval of a new Traffic Impact Study by Metro Traffic Engineer and the Planning Commission."

SITE INFRASTRUCTURE



SUSTAINABILITY



green roofs



building design



water quality

ONECITY will be guided by sustainable principles. Site design, infrastructure, transportation and building design will be planned and constructed with the goal of achieving LEED Neighborhood Development certification. Interactions between companies, health care providers, patients, and visitors will accelerate economic growth and advance longevity and quality of life for individuals seeking sustainable living.



alternative transportation



PUBLIC REALM

What if we could effect our physical environment and improve the way we come together as a community? What if we opened our proverbial arms to the adjacent neighborhoods and created a series of outdoor rooms built around the idea that sometimes chance meetings can spark a lifelong endeavor? What if we imagined something completely new and inspired by the aspirations of the next generation?

Sidewalks, streets, parks, plazas, terraces, courtyards and rooftop decks: the public realm is a carefully, interwoven network of shared encounters. Each of these components provide opportunities for a diverse community to come together and experience **ONECITY**. The design of each space and place informs our sense of place and influences our quality of life. Our open spaces provide a balance between private property and public access. Each of the unique districts afford the community open space to commune, celebrate and recharge. Well-designed parks and open space will foster a greater community and a shared outreach for a collective health. Attention to details such as lighting and safety, shade and comfort, wayfinding and public art increases 'dwell time' and frequency of visits.

The buildings among the open spaces affect the quality of the public realm. Building heights, massing, facade composition, proportions and relationships to the streets and open space are carefully considered. Passive strategies, minimal energy use and occupant comfort all inform our design decisions.

The context of the mixed-use network provides a rich tapestry of public spaces: terraced lawns for community gatherings and performances, meandering paths through quiet natural areas, outdoor dining terraces for festivals, terraced gardens rich with color and texture, an eclectic shopping district, courtyards for mindful reflection and collaborations, and rooftop decks for corporate events.

Our public realm will be **intentional, flexible and above all comfortable.**



STREETSCAPE

What if we designed a pedestrian experience to set a new standard in Nashville? What if our sidewalks were a network of experiences designed to make people feel comfortable and safe? What if we encouraged people to stay a while, pull up a chair and connect with people?

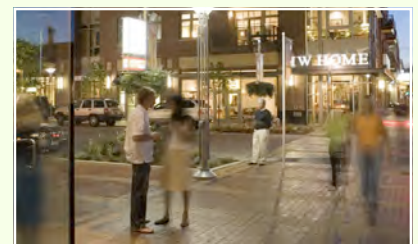
The shared encounters on our streets and open spaces are the very thing that will bring people back to this place. Think of the last place you visited that made you feel as you envision yourself. Was there an attitude about the environment you connected with? Did it feel authentic or contrived? Each design decision made related to the streetscape experience at ONECITY will be driven by the idea that if we feel comfortable and safe in an environment that reflects our aspirations, then we will make it a habit to return and stay a while.

Simple, scored hardscape with generous planting beds and a series of comfortable, shaded outdoor rooms is the foundation for a successful streetscape. Visual access to street level tenants and easy cross-shopping are critical to success. Sufficient on-street and teaser parking spaces provide convenience and a buffer for pedestrian safety. Quality pedestrian and vehicular lighting should provide both safety and ambiance. Street trees and 'hip-height' landscape provide a soft, garden experience that engages the spirit.

Outdoor rooms are designed for a variety of gatherings and provide a respite from the sun. Often anchored with landscape and framed with a more detailed hardscape, the furniture groupings will be modern, comfortable and create a sense of place.

Signage and wayfinding is essential to a successful streetscape and will be designed to make the pedestrian experience one of discovery, not exploration.

Our streetscape experience will be **comfortable, smart, lush, sophisticated and inviting.**



ARCHITECTURAL CHARACTER

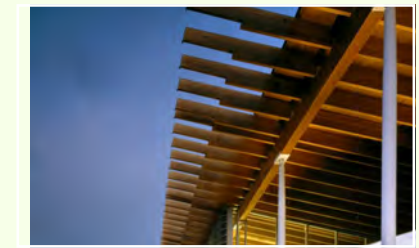
What if we created a place with the best thinking and practices in architecture with the goal to inspire a new generation focused on **quality of life and environment**? What if the design promoted **healthy workplaces**, healthy eating and mindful experiences? What if we allowed technology and the entrepreneurial spirit to inspire our choices in the creation of this environment?

Building design will impact ONECITY on different levels. From I-440, the the architecture will signal a rebirth and a thoughtful approach to passive, sustainable strategies focused on **occupant comfort**. From Charlotte Ave, the architecture will reflect **an extension of our city's fabric** delivering street level goods and services. From the new 28th Avenue Connector, the architecture will signal a new paradigm in mixed-use development and serve as a **gateway to the public**.

Height and length of buildings along each street will be designed with the pedestrian and tenants in mind. A rich, comfortable and safe streetscape environment must be met with buildings of proper scale, proportion and access to encourage walkability and increased 'dwell time'. Each building facade is part of a complex network of relationships built around the user experience. **Solar access** is maintained for key building facades, atria and rooftop terraces by managing height, size and placement of each building within the urban fabric. Buildings will range in height and size, but will always adjust in ways that address the streetscape experience, street scale, proximity and the comfort of the users.

Vehicular access, direct and sufficient parking is provided in structured and underground decks to limit influence on the pedestrian environment and provide direct access to both street level shops and suite level occupants. Alternate modes of transport are highly encouraged in this primarily **pedestrian environment**.

The design of our buildings will be **beautiful, functional, sustainable, modern and inspiring**.



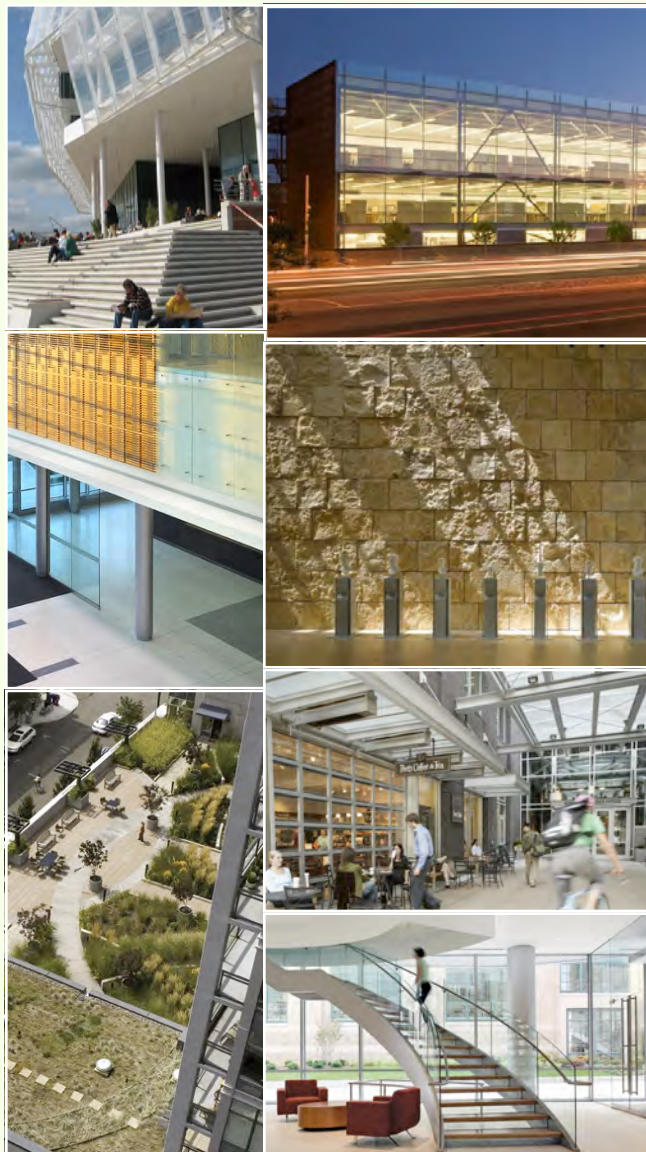
MATERIAL PALETTE

What if we considered the environment when we selected our building materials? What if we sought out local suppliers and innovative systems that took advantage of our climate and resources? What if we thought about long-term performance and carbon footprint before we decided what materials felt right?

The built environment at ONECITY will be eclectic. As an extension of an existing urban fabric, we endeavor to create a series of experiences and buildings that have a distinct voice. Local suppliers, materials and leading edge building technologies will be deployed at the pedestrian scale; meaning both building design and the material palette will create a series of diverse pedestrian experiences that are at once functional, beautiful and relevant to the place.

Durability of building materials is critical, as is beauty. In a protected setting, the use of natural materials such as wood and stone are highly encouraged. At the street level, glass is the primary component of a successful pedestrian environment. From a distance, the buildings will reflect an attitude of design, style and sustainability. Solar access and building adjacencies will dictate building skin configurations and materiality.

Our material palette will be **innovative, high-touch, low-maintenance and inspired by nature.**

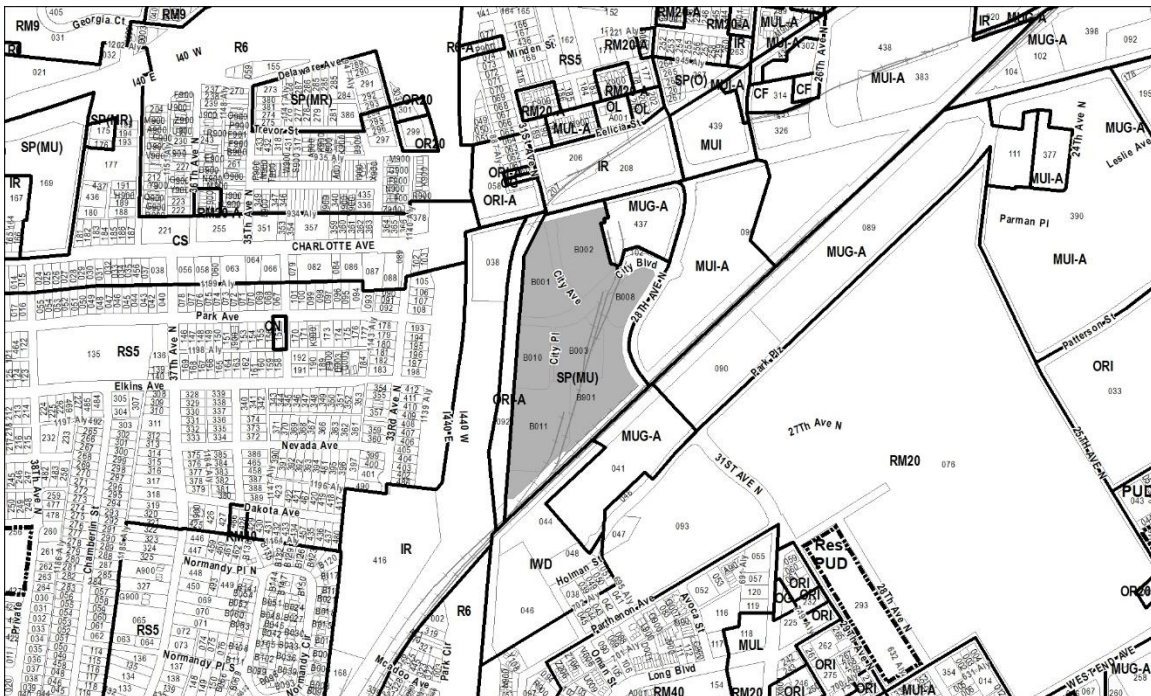


"We believe that this is the right time to begin this process. The economy is showing signs of life. Nashville is at the front edge of the economic recovery and plans for the 28th Avenue Connector make this the perfect location for a new development in Nashville's urban core."

-Ryan C. Doyle, Vice-President
Health Care REIT, Inc.

Application fee paid by: One City Ryan Doyle

A request to amend the preliminary plan for properties located at 1 City Avenue, 4, 5, 6, and 8 City Boulevard, 7 and 9 City Place, and City Boulevard (unnumbered), at the southwest corner of City Boulevard and 28th Avenue North, zoned SP (18.93 acres), to increase the maximum allowed residential units from 600 to 850 multi-family residential units, requested by Civil Site Design Group, applicant; Cambridge Nashville Medical Center LP, Nashcam LP, NF IV-VA Nashville LLC, Shay/LB-WC-LC LLC, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-592, Version: 1

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 a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses, all of which is described herein (Proposal No. 2011SP-005-003).

Map & Parcel no. /Owner: Map 086, Parcel(s) 157, 160-162
Map 098, Parcel(s) 073, Chris Pardue, Winton, Bettie J. Trustee and Central Pike Church
Application fee paid by: CSDG
Requested by: Civil Site 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 a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses., being Property Parcel Nos. 157, 160, 161, 162 as designated on Map 086-00 and Property Parcel No. 073 as designated at Map 098-00 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 Map 086 and Map 098 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 as shown on the plan. The multi-family residential land use shall be limited to 700 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 Live-Work land use shall be subject to the standards in Zoning code section 17.16.250.D. - Home Occupation.
2. Comply with all applicable conditions of approval included in BL2015-21 as amended and BL2011-885 as amended.
3. Comply with all conditions and requirements of Metro reviewing agencies.
4. The development shall provide adequate access that meets the requirements of the Fire Marshal's Office and Department of Public Works.

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 MUL 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. _____

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 a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses, all of which is described herein (Proposal No. 2011SP-005-003).

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 a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses., being Property Parcel Nos. 157, 160, 161, 162 as designated on Map 086-00 and Property Parcel No. 073 as designated at Map 098-00 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 Map 086 and Map 098 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 as shown on the plan. The multi-family residential land use shall be limited to 700 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 Live-Work land use shall be subject to the standards in Zoning code section 17.16.250.D. – Home Occupation.

2. Comply with all applicable conditions of approval included in BL2015-21 as amended and BL2011-885 as amended.
3. Comply with all conditions and requirements of Metro reviewing agencies.
4. The development shall provide adequate access that meets the requirements of the Fire Marshal's Office and Department of Public Works.

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 MUL zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

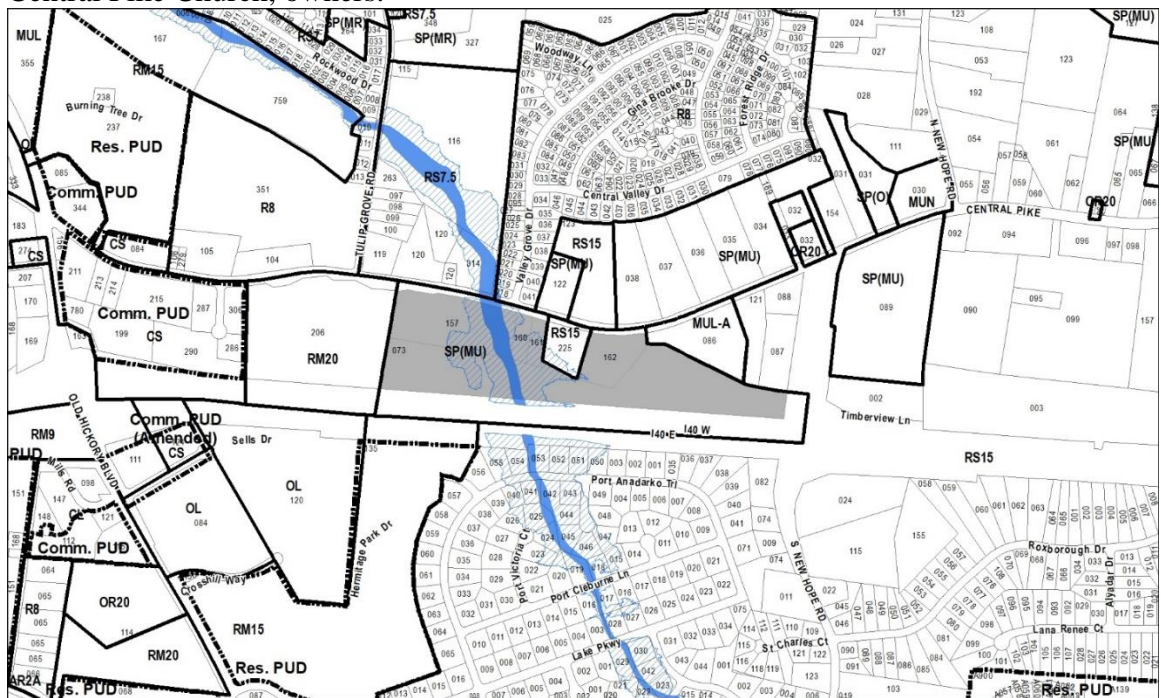
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Erin Evans

2011SP-005-003
CENTRAL PIKE SOUTH
Map 086, Parcel(s) 157, 160-162
Map 098, Parcel(s) 073
Subarea 14, Donelson - Hermitage - Old Hickory
District 12 (Evans)
Application fee paid by: CSDG

A request to amend a Specific Plan for properties located at 4124, 4140, 4144 and 4156 Central Pike and at 6002 S. New Hope Road, approximately 250 feet east of Tulip Grove Road (25.93 acres), to modify the permitted land uses, requested by Civil Site Design Group, applicant, Chris Pardue, Winton, Bettie J. Trustee and Central Pike Church, owners.



SP DEVELOPMENT AMENDMENT CENTRAL PIKE SOUTH

12TH COUNCIL DISTRICT
METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE



CSDG

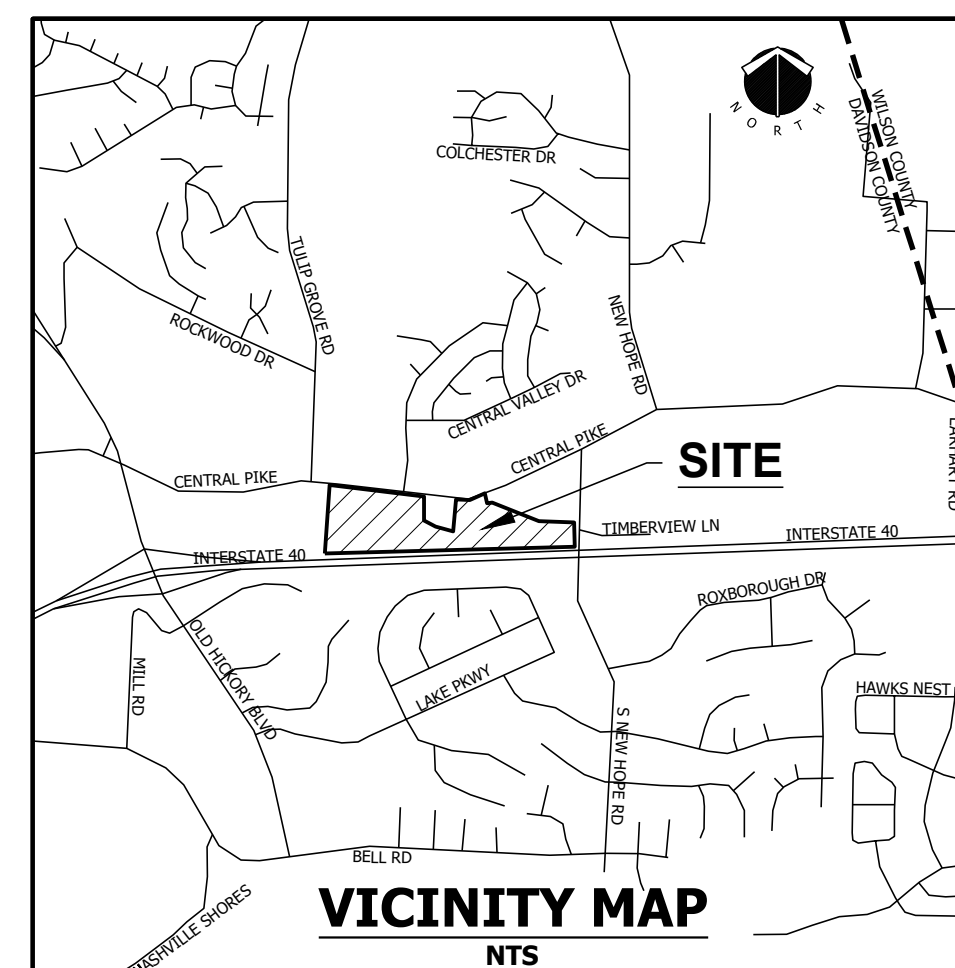
Planning | Engineering
Landscape Architecture

PLANNER | ENGINEER

CSDG
ADDRESS: 2305 KLINE AVE,
 SUITE 300, NASHVILLE, TN 37211
PHONE: (615) 248-9999
CONTACT: HAL CLARK, PLA
 JIM HARRISON, PE
E-MAIL: Halc@csdgdtn.com
 Jimh@csdgdtn.com

OWNER | DEVELOPER

OWNER NAME: CHRIS PARDUE
ADDRESS: 4124 CENTRAL PIKE
NASHVILLE, TN 37076
E-MAIL: cpareinc@gmail.com



SHEET INDEX

COVER SHEET
SP LAYOUT PLAN

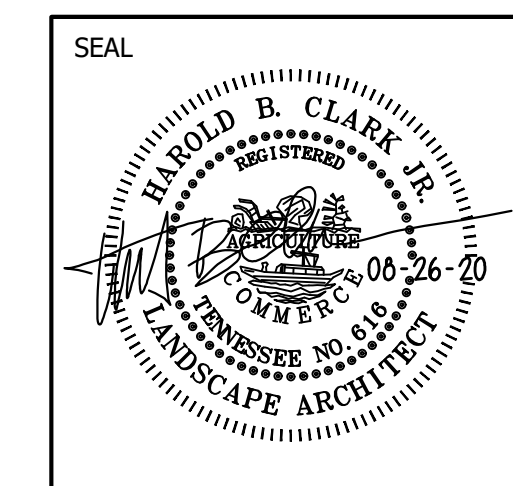
C1.00

PURPOSE NOTE:

THE PURPOSE OF THIS SP IS TO AMEND THE EXISTING PRELIMINARY SP (BL2015-21) TO REDISTRIBUTE LOCATIONS OF LAND USES WITHIN THE PROPERTY TO BE MORE CONSISTENT WITH THE ORIGINAL PRELIMINARY SP PER METRO ORDINANCE NO. BL2011-885. ALL DEVELOPMENT, BULK STANDARDS, BUFFERYARD REQUIREMENTS, AND CONDITIONS OF METRO ORDINANCE NO. BL2015-21 WILL REMAIN AS A PART OF THIS AMENDMENT.

SPECIAL NOTE:

SPECIFIC NOTE: FOR ANY DEVELOPMENT STANDARDS, REGULATIONS, AND REQUIREMENTS NOT SPECIFICALLY SHOWN ON THE PRELIMINARY SP DEVELOPMENT PLAN AND/OR INCLUDED AS A CONDITION OF COMMISSION OR COUNCIL APPROVAL, THE PROPERTY SHALL BE SUBJECT TO THE STANDARDS, REGULATIONS AND APPLICABLE REQUIREMENTS OF THE MUL ZONING DISTRICT AS OF THE DATE OF THE REQUEST OR APPLICATION.

[illegible]



2305 Kline Ave, Ste 300
Nashville, TN 37211
615.248.9999
csdgtn.com

The seal is circular with a double-lined border. The outer ring contains the text "HAROLD B. CLARK JR." at the top and "LANDSCAPE ARCHITECT" at the bottom. The inner ring contains "REGISTERED" at the top, "COMMERCE" at the bottom, and "09-21-2014" on the right. The center features a landscape illustration with a tree, a building, and a body of water, with the words "ARTS" and "SCIENCE" on either side. Below the illustration is the text "TENNESSEE NO. 816". A signature is written across the seal.

CENTRAL PIKE
SOUTH

NASHVILLE,
TENNESSEE

SP AMENDMENT

No.	Description	Date
	INITIAL SUBMITTAL	8-26-20
	RESUBMITTAL	9-21-20

[illegible]

SP LAYOUT PLAN

C1 00

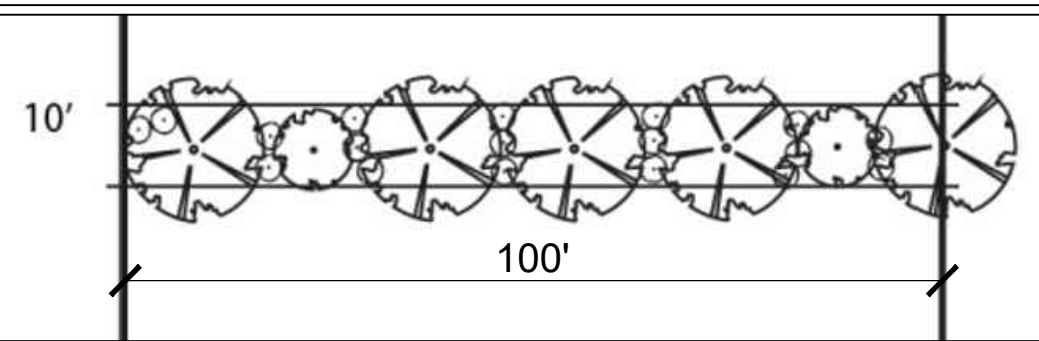
PROJECT NO.: 20-023-01

2. THE COMMERCIAL COMPONENT OF LIVE-WORK UNITS ARE INTENDED FOR USE BY THE FOLLOWING OCCUPATIONS: ACCOUNTANTS; ARCHITECTS; ARTISTS AND ARTISANS; ATTORNEYS, COMPUTER SOFTWARE AND MULTIMEDIA RELATED PROFESSIONALS; CONSULTANTS; ENGINEERS; FASHION, GRAPHIC, INTERIOR AND OTHER DESIGNERS; HAIR STYLISTS; HOME-BASED OFFICE WORKERS; INSURANCE, REAL ESTATE AND TRAVEL AGENTS; JEWELERS; MUSICIANS; PHOTOGRAPHERS, AND SIMILAR OCCUPATIONS. IN ADDITION TO THESE PERMITTED USES, THE PLANNING DEPARTMENT MAY AUTHORIZE OTHER USES USING REASONABLE DISCRETION, AS LONG AS SUCH OTHER USES ARE NOT OTHERWISE PRECLUDED BY LAW.

PARTIAL BOUNDARY INFORMATION FROM SURVEY BY CRAWFORD & CUMMINGS LAND SURVEYORS AND PARCEL / TOPOGRAPHIC INFORMATION PROVIDED BY METRO G.I.S.

SIGNAGE STANDARDS SHALL MEET THE REQUIREMENTS OF THE MUL USE DISTRICT PER METRO CODE AS SHOWN IN TABLE 17.32.110 UNLESS NOTED DIFFERENTLY PER THIS SP. SIGNAGE INTERIOR TO THE SITE SHALL MEET REQUIREMENTS OF THE METRO ZONING CODE PER THE MUL ZONING REQUIREMENTS.

NOTE: ANY 'B' BUFFERYARD MAY BE PLANTED IN LIEU OF THE B-3 BUFFER YARD SHOWN ABOVE



 AMENDED ITEMS INCLUDED IN THIS SP





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-601, **Version:** 1

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 SP zoning for property located at 101 Factory Street, at the southeast corner of Factory Street and Geyser Street (5.89 acres), to permit 204 residential multi-family units, all of which is described herein (Proposal No. 2020SP-048-001).

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 IWD to SP zoning for property located at 101 Factory Street, at the southeast corner of Factory Street and Geyser Street (5.89 acres), to permit 204 residential multi-family units, being Property Parcel No. 249 as designated on Map 105-08 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 105 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 204 multi-family residential units. Short term rental property - owner occupied and short-term rental property - 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 submittal of the final site plan shall incorporate all the minimum standards of the Major and Collector Street Plan.
2. Comply with all conditions and recommendations of Metro agencies.
3. 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.
4. 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.
5. 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.

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 RM40 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 105-08, Parcel(s) 249/101 Factory Street LLC
Requested by: Catalyst Design Group

PRELIMINARY SP

101 FACTORY STREET MULTIFAMILY

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CATALYST PROJECT NO. 20200060
OCTOBER 20, 2020
CASE NO. 2020SP-048-001

SITE DATA

COUNCIL DISTRICT: 17
COUNCIL MEMBER: COLBY SLEDGE
TAX MAP: 105-08
PARCEL ID.: PARCEL 249
201508100079960
SITE ADDRESS: 101 FACTORY STREET
NASHVILLE, TN 37209
SITE ACREAGE: 5.88 AC. (256,429 S.F.)
EXISTING ZONING: IWD (INDUSTRIAL WAREHOUSING/DISTRIBUTION)
PROPOSED USE: MULTIFAMILY/APARTMENTS

PROPOSED UNITS:
STUDIO & 1 BR: 54
TWO BEDROOM: 105
THREE BEDROOM: 45
TOTAL UNITS: 204

PROPOSED MAX. BUILDING HEIGHT: 65' MAX. HEIGHT FROM AVERAGE GRADE
BUILDING 1 - LEASING; MULTIFAMILY APTS. 4 STORIES 58 UNITS
BUILDING 2 - MULTIFAMILY APTS. 4 STORIES 54 UNITS
BUILDING 3 - MULTIFAMILY APTS. 4 STORIES 92 UNITS

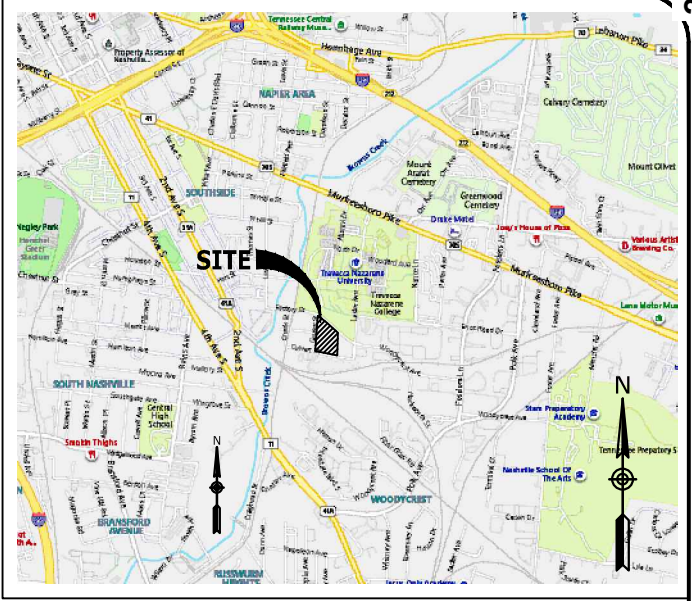
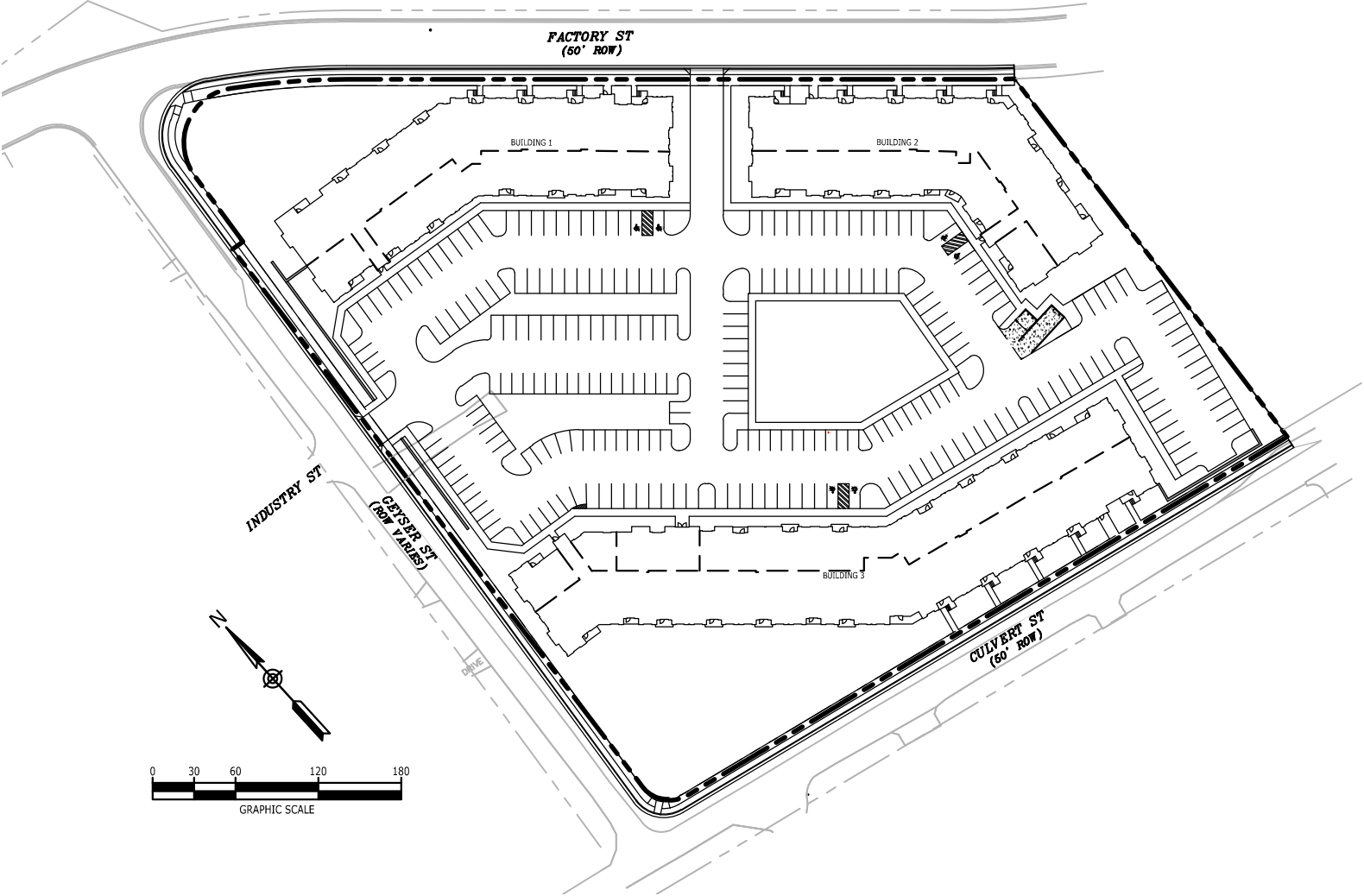
PARKING SUMMARY
PARKING PROVIDED: 179 REGULAR SPACES
81 COMPACT SPACES (29%)
21 ON-STREET PARKING
TOTAL SPACES PROVIDED: 281 SPACES (1.37 SPACES PER UNIT)

CLIENT: ECG CHESTNUT HILL, LP
ADDRESS: 118 16TH AVE., SUITE 200
NASHVILLE, TN 37203
PHONE NO.: 615.922.2218
CONTACT NAME: COCHRANE JAMISON
CONTACT E-MAIL ADDRESS:

PROJECT REPRESENTATIVE: CATALYST DESIGN GROUP
ADDRESS: 5100 TENNESSEE AVENUE
NASHVILLE, TN 37209
PHONE NO.: 615.622.7200
CONTACT NAME: ANDREW WOLTERS
CONTACT E-MAIL ADDRESS: awolters@catalyst-dg.com

RECORDED DOCUMENTS: DEED BOOK 7900 PAGE 221

FEMA PANEL:
THE SUBJECT PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN AND IS DETERMINED TO BE IN ZONE "X" ACCORDING TO COMMUNITY PANEL NO. 470374C0219, APRIL 20, 2001.



VICINITY MAP
NOT TO SCALE

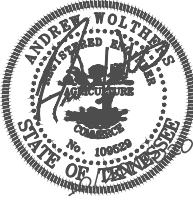
Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C2.0	LAYOUT & LANDSCAPE PLAN
C3.0	GRADING & DRAINAGE & UTILITY PLAN
A1	INSPIRATIONAL IMAGERY
A2	BUILDING ELEVATIONS

DEVELOPMENT NOTES

1. THE PURPOSE OF THIS PLAN IS FOR PRELIMINARY APPROVAL OF SPECIFIC PLAN ZONING TO PERMIT 204 RESIDENTIAL MULTIFAMILY UNITS, AMENITY AND LEASING SPACE.
2. ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN MEETS THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT.
ADA; <http://www.ada.gov/>
U.S. Justice Dept.: http://www.justice.gov/crt/housing/fairhousing/about_fairhousingact.htm
3. TRASH AND RECYCLING SERVICE SHALL BE CONTRACTED THROUGH A PRIVATE COLLECTION SERVICE.
4. THE FINAL SITE PLAN/BUILDING 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.
5. 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.
6. PERMITTED COMMERCIAL USES SHALL INCLUDE THE ALLOWABLE USES WITHIN THE RM40 ZONING DISTRICT:
7. PERMITTED RESIDENTIAL USES SHALL INCLUDE:
- MULTIFAMILY
8. FALL-BACK ZONING SHALL BE RM40.

ARCHITECT
SOUTHEAST VENTURE DESIGN, LLC
4030 ARMORY OAKS DR.
NASHVILLE, TN, 37204
615.833.8716

PREPARED FOR
ECG CHESTNUT HILL, LP
118 16TH AVE., SUITE 200
NASHVILLE, TN, 37203
615.922.2218

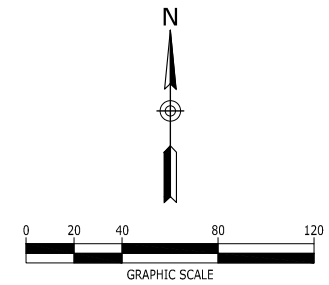
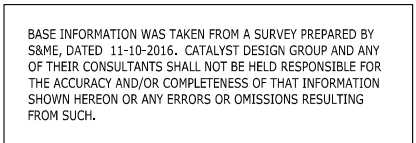


CIVIL ENGINEER/LANDSCAPE ARCHITECT
Catalyst
DESIGN GROUP
5100 TENNESSEE AVENUE
NASHVILLE, TN 37209
(615) 622-7200

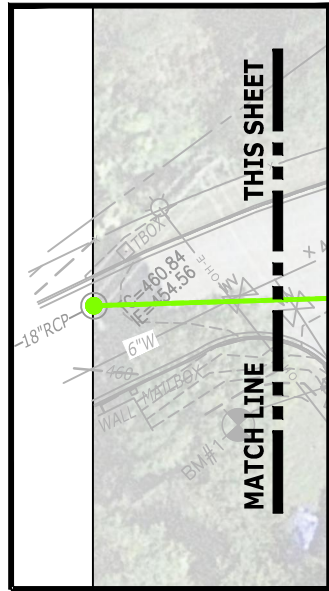
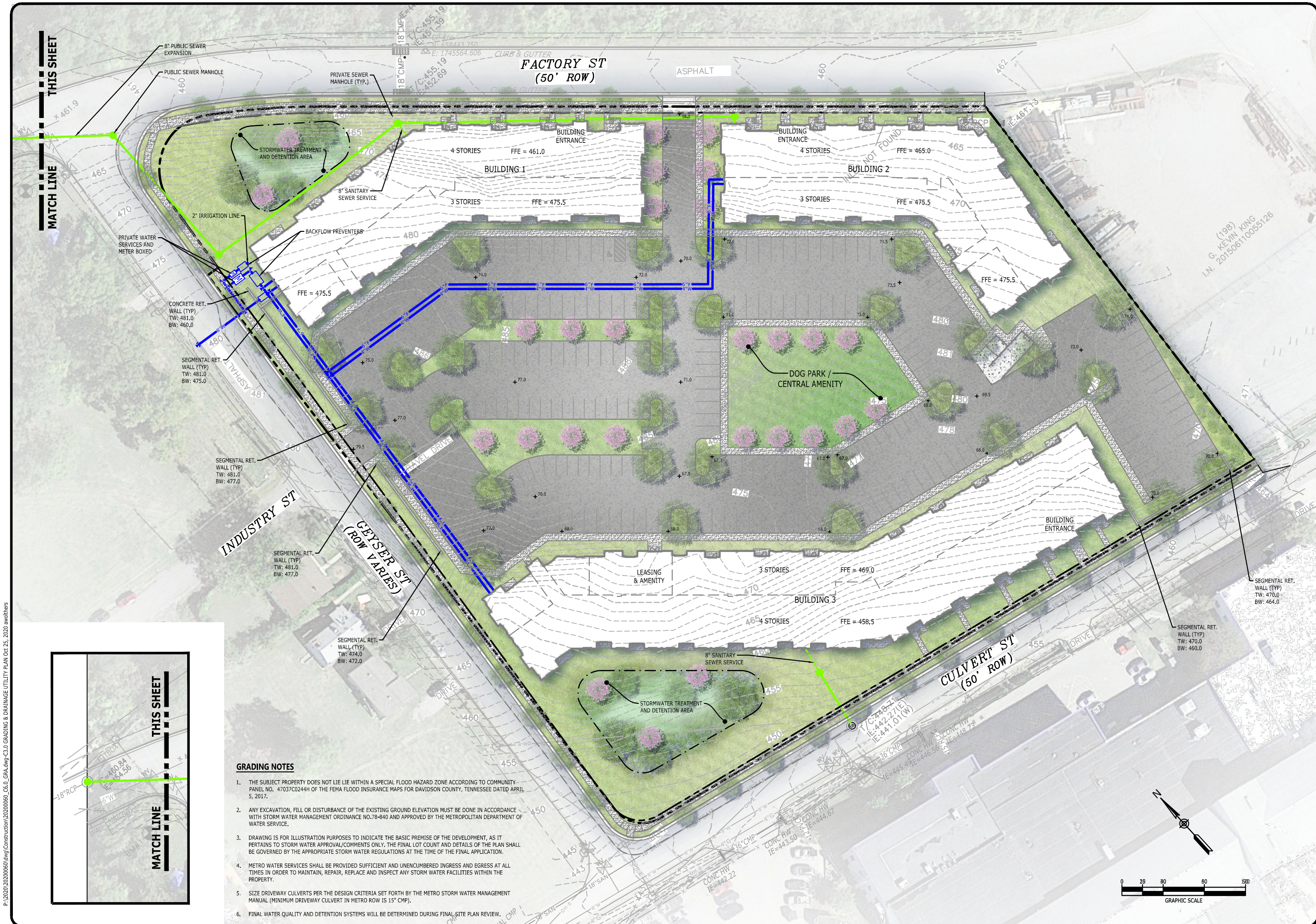


COVER SHEET

C0.0

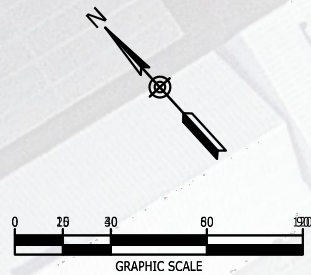


P:\2020\20200650.dwg Construction\20200650_C3.0_GRA.Dwg C3.0 GRADING & DRAINAGE UTILITY PLAN Oct 25, 2020 awlthrs



GRADING NOTES

1. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO COMMUNITY PANEL NO. 47037C0244H OF THE FEMA FLOOD INSURANCE MAPS FOR DAVIDSON COUNTY, TENNESSEE DATED APRIL 5, 2017.
2. 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.
3. DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT, AS IT PERTAINS TO STORM WATER APPROVAL/COMMENTS ONLY. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE STORM WATER REGULATIONS AT THE TIME OF THE FINAL APPLICATION.
4. 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.
5. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORM WATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).
6. FINAL WATER QUALITY AND DETENTION SYSTEMS WILL BE DETERMINED DURING FINAL SITE PLAN REVIEW.



ECG CHESTNUT HILL, LP
118 16TH AVE., SUITE 200
NASHVILLE, TN, 37203
615.922.2218



PRELIMINARY SP
**101 FACTORY STREET
MULTIFAMILY**
101 FACTORY STREET
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

NO.	DATE	DESCRIPTION

DRAWING TITLE
**GRADING &
DRAINAGE & UTILITY
PLAN**

PROJECT NUMBER
20200650

DRAWING NUMBER
C3.0

ECG CHESTNUT HILL LP: PRELIMINARY SP SUBMITTAL

INSPIRATIONAL IMAGERY

SEPTEMBER 30TH, 2020



ECG CHESTNUT HILL LP: PRELIMINARY SP SUBMITTAL

BUILDING ELEVATIONS

SEPTEMBER 30TH, 2020



BUILDING 1: FACTORY STREET ELEVATION
SCALE: NTS



BUILDING 2: FACTORY STREET ELEVATION
SCALE: NTS



FACTORY STREET OVERALL ELEVATION
SCALE: NTS

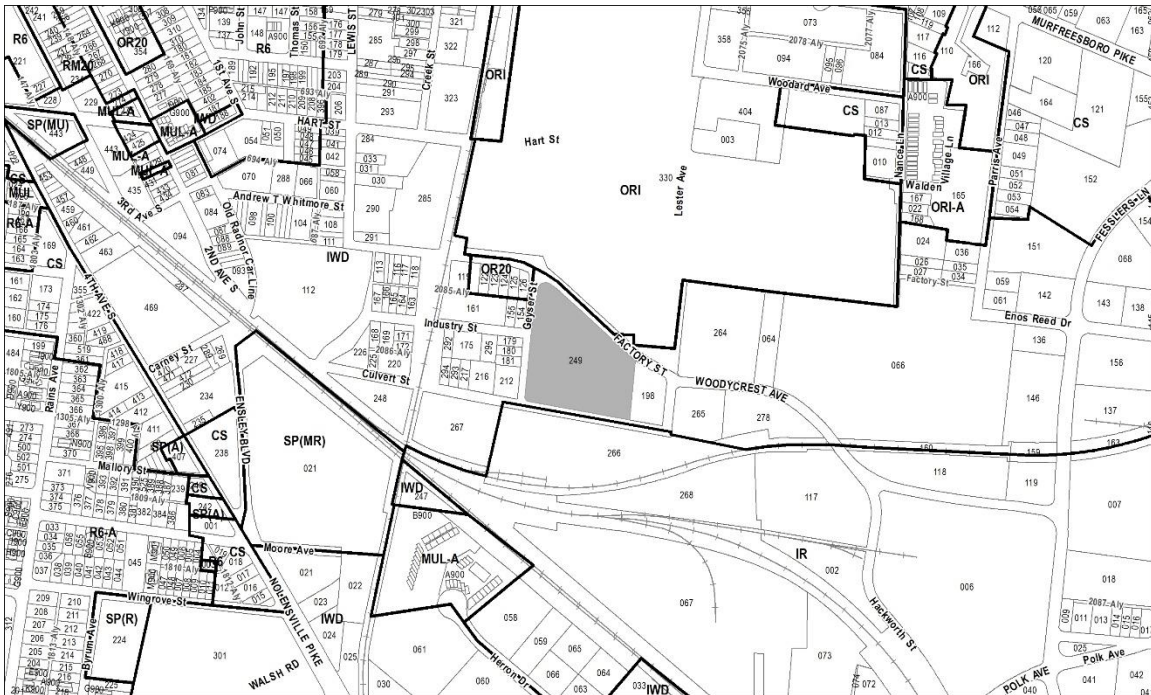
DESIGN PRINCIPLES

- 1 BUILDING FAÇADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 20% GLAZING.
- 2 PRIMARY BUILDING MATERIALS SHALL CONSIST OF MASONRY AND FIBER CEMENT PANELS/ LAP SIDING. STOREFRONT WILL BE PROVIDED AT COMMON AREAS. EIFS, VINYL SIDING, AND UNTREATED WOOD PRODUCTS ARE PROHIBITED.
- 3 DUMPSTERS AND MECHANICAL EQUIPMENT SHALL BE FULLY SCREENED FROM PUBLIC VIEW BY A COMBINATION OF FENCES, WALLS OR LANDSCAPING. SCREENING MATERIALS TO BE CONSISTENT WITH BUILDING MATERIALS.
- 4 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.
- 5 WINDOWS SHALL BE VERTICALLY ORIENTED AT A RATION OF 1.5:1 OR GREATER, AND PORCHES SHALL BE A MINIMUM OF FIVE FEET IN DEPTH

NOTE:
HEIGHTS SHOWN ARE FROM THE FINISH FLOOR ELEVATION TO TOP OF ROOF LINE. ALL BUILDINGS ON SITE SHALL HAVE A 65' MAXIMUM HEIGHT FROM THE AVERAGE FRONTAGE GRADE TO TOP OF ROOF LINE.

2020SP-048-001
101 FACTORY STREET MULTI-FAMILY
Map 105-08, Parcel(s) 249
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Catalyst Design Group, PC

A request to rezone from IWD to SP zoning for property located at 101 Factory Street, at the southeast corner of Factory Street and Geyser Street (5.89 acres), to permit 204 residential multi-family units, requested by Catalyst Design Group, applicant; 101 Factory Street LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-602, **Version:** 1

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 1819 River Drive, approximately 430 feet northeast of Doak Avenue (0.39 acres), all of which is described herein (Proposal No. 2020Z-103PR-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 1819 River Drive, approximately 430 feet northeast of Doak Avenue (0.39 acres), being Property Parcel No. 044 as designated on Map 081-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

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

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

Map & Parcel no. /Owner: Map 081-01, Parcel(s) 044/C&H Properties, LLC
Requested by: C&H Properties, LLC

2020Z-103PR-001

Map 081-01, Parcel(s) 044

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: C&H Properties, LLC

A request to rezone from RS10 to R10 zoning for property located at 1819 River Drive, approximately 430 feet northeast of Doak Avenue (0.39 acres), requested by C & H Properties LLC, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-603, **Version:** 1

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 property located at 3808 Cleghorn Avenue, approximately 215 feet south of Crestmoor Road, (0.99 acres), to permit assisted care living and 115 multi-family units, with associated amenity and leasing space, all of which is described herein (Proposal No. 2020SP-054-001).

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 property located at 3808 Cleghorn Avenue, approximately 215 feet south of Crestmoor Road, (0.99 acres), to permit assisted care living and 115 multi-family units, with associated amenity and leasing space, being Property Parcel No. 117 as designated on Map 117-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the 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 Assisted care living, 115 multi-family units, associated amenities and leasing space.

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

1. Parking at Final SP shall meet the minimum amounts proposed with the Preliminary SP.
2. With the submittal of the final site plan, the applicant shall provide architectural elevations complying with the elevations submitted with the Preliminary SP for review and approval.
3. The final 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.

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 117-10, Parcel(s) 117/RC Battleship Partners
Requested by: Catalyst Design Group

PRELIMINARY SP SUBMITTAL

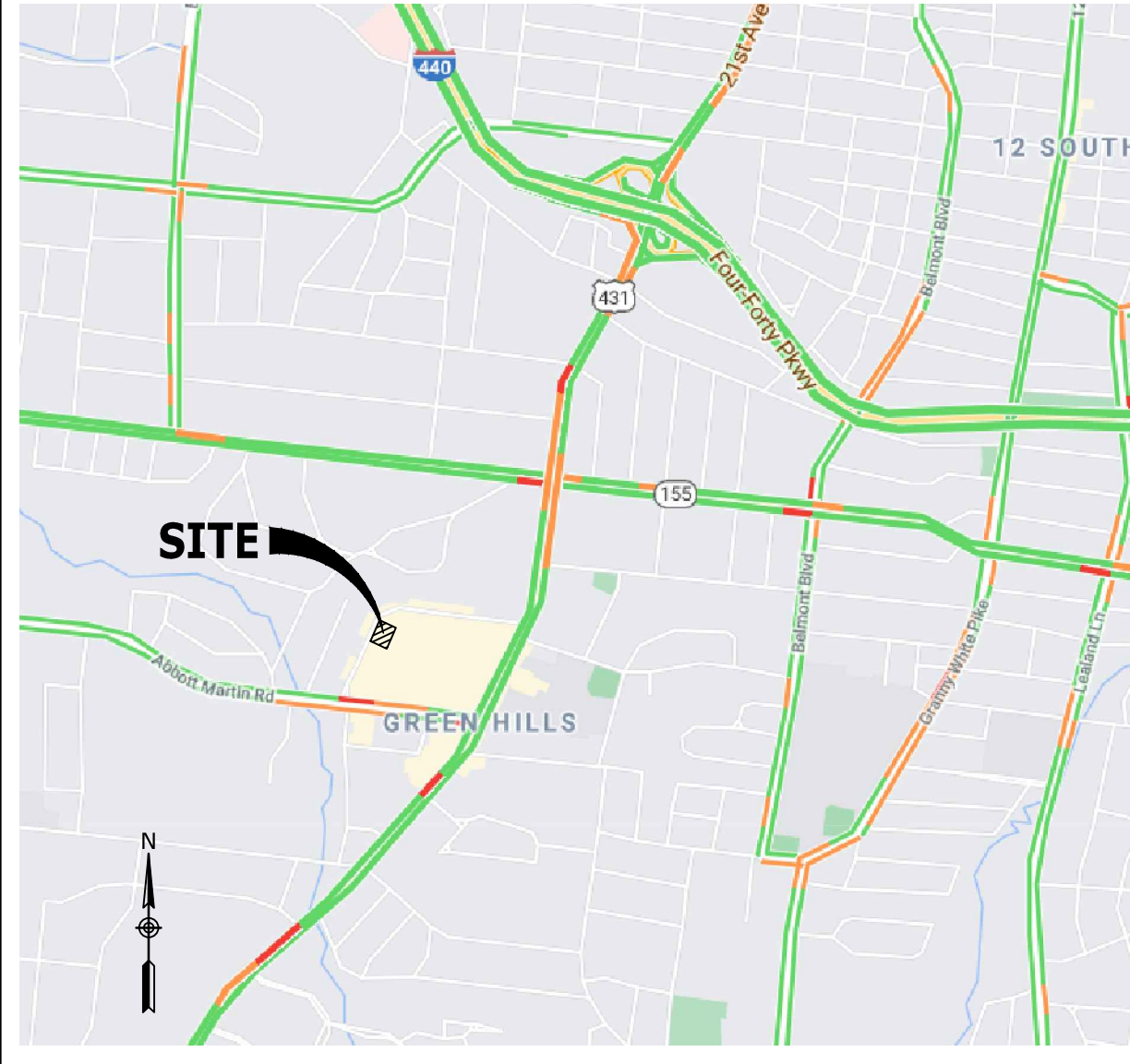
3808 CLEGHORN SENIOR LIVING

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

CATALYST PROJECT NO. 20200073

OCTOBER 28TH, 2020

RESUBMITTAL: NOVEMBER 20, 2020



VICINITY MAP
NOT TO SCALE

SITE DATA

COUNCIL DISTRICT:

COUNCIL MEMBER:

TAX MAP:

PARCEL ID.:

SITE ADDRESS:

25

RUSS PULLEY

117-10

117.00

3808 CLEGHORN AVE.
NASHVILLE, TN, 37215
0.99 AC. (43,109 FT²)

SITE ACREAGE:

EXISTING ZONING:

PROPOSED USE:

PROPOSED UNITS:

MEMORY CARE:

ASSISTED LIVING:

INDEPENDENT LIVING:

TOTAL UNITS:

PROPOSED MAX. BUILDING HEIGHT:

0.99 AC.

SCR

ASSISTED CARE LIVING & MULTIFAMILY

30

60

115

205

12 STORIES (144' MAX.)

PARKING SUMMARY

PARKING REQUIRED:

(0.5 SPACES PER UNIT)

103 SPACES REQUIRED

PARKING PROVIDED:

GARAGE:

TOTAL:

150 SPACES

150 SPACES PROVIDED

OWNER:

ADDRESS:

BRIDGEWOOD PROPERTY COMPANY

6363 WOODWAY DR., SUITE 870
HOUSTON, TX 77057

PHONE NO.:

CONTACT NAME:

CONTACT E-MAIL ADDRESS:

713.623.6767

JIM HEPBURN

JHEPBURN@BRIDGEWOOD.US

PROJECT REPRESENTATIVE:

ADDRESS:

CATALYST DESIGN GROUP

5100 TENNESSEE AVE.
NASHVILLE, TN 37209

PHONE NO.:

CONTACT NAME:

CONTACT E-MAIL ADDRESS:

615.622.7200

ANDREW WOLTERS

AWOLTERS@CATALYST-DG.COM

RECORDED DOCUMENTS:

DEED BOOK DEED BOOK # PAGE DEED PAGE #

FEMA PANEL:

THE SUBJECT PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD ZONE ACCORDING TO COMMUNITY PANEL NO. 47037C0352 H, 04/05/2017, COMMUNITY NAME: DAVIDSON COUNTY TENNESSEE.



Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS
C2.0	LAYOUT & LANDSCAPE PLAN
C3.0	GRADING, DRAINAGE & UTILITY PLAN
A-1	CHARACTER IMAGERY
A-2	MASSING CONCEPT VIEW
A-3	ELEVATION
A-4	OVERALL VIEW
A-5	PLANS
A-6	PLANS

GENERAL PLAN CONSISTENCY

3808 CLEGHORN SENIOR LIVING IS PROPOSED TO BE CONSISTENT WITH THE GREEN HILLS MID-TOWN COMMUNITY PLAN. TS RG REGIONAL CENTER THE DEVELOPMENT PROPOSES A 12-STORY HIGH DENSITY RESIDENTIAL SENIOR LIVING COMMUNITY WHICH IS CONSISTENT WITH THE DEVELOPMENT GOALS OF THE POLICY PLAN.

DEVELOPMENT NOTES

- THE PURPOSE OF THIS PLAN IS FOR PRELIMINARY APPROVAL OF SPECIFIC PLAN ZONING TO PERMIT 205 SENIOR LIVING MULTIFAMILY UNITS, AMENITY AND LEASING SPACE.
- ALL DEVELOPMENT WITHIN THE BOUNDARIES OF THIS PLAN WILL MEET THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT AND THE FAIR HOUSING ACT.
ADA; <http://www.ada.gov/>
U.S. Justice Dept.: http://www.justice.gov/crt/housing/fairhousing/about_fairhousingact.htm
- TRASH AND RECYCLING SERVICE SHALL BE CONTRACTED THROUGH A PRIVATE COLLECTION SERVICE.
- THE FINAL SITE PLAN/BUILDING 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.
- PERMITTED USES SHALL INCLUDE THE ALL MULTIFAMILY AND ELDERLY HOUSING USES WITHIN THE MUI-A ZONING DISTRICT. THE FALL-BACK ZONING SHALL BE MUI-A.

ARCHITECT

ESA

1033 DEMONBREUN STREET, SUITE 800

NASHVILLE, TN 37203

615.329.9445

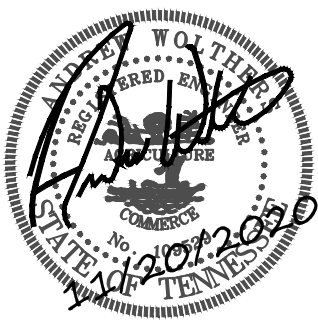
PREPARED FOR

BRIDGEWOOD PROPERTY COMPANY

6363 WOODWAY DR., SUITE 870

HOUSTON, TX 77057

713.623.6767



CIVIL ENGINEER/LANDSCAPE ARCHITECT

Catalyst

DESIGN GROUP

5100 TENNESSEE AVENUE

NASHVILLE, TN 37209

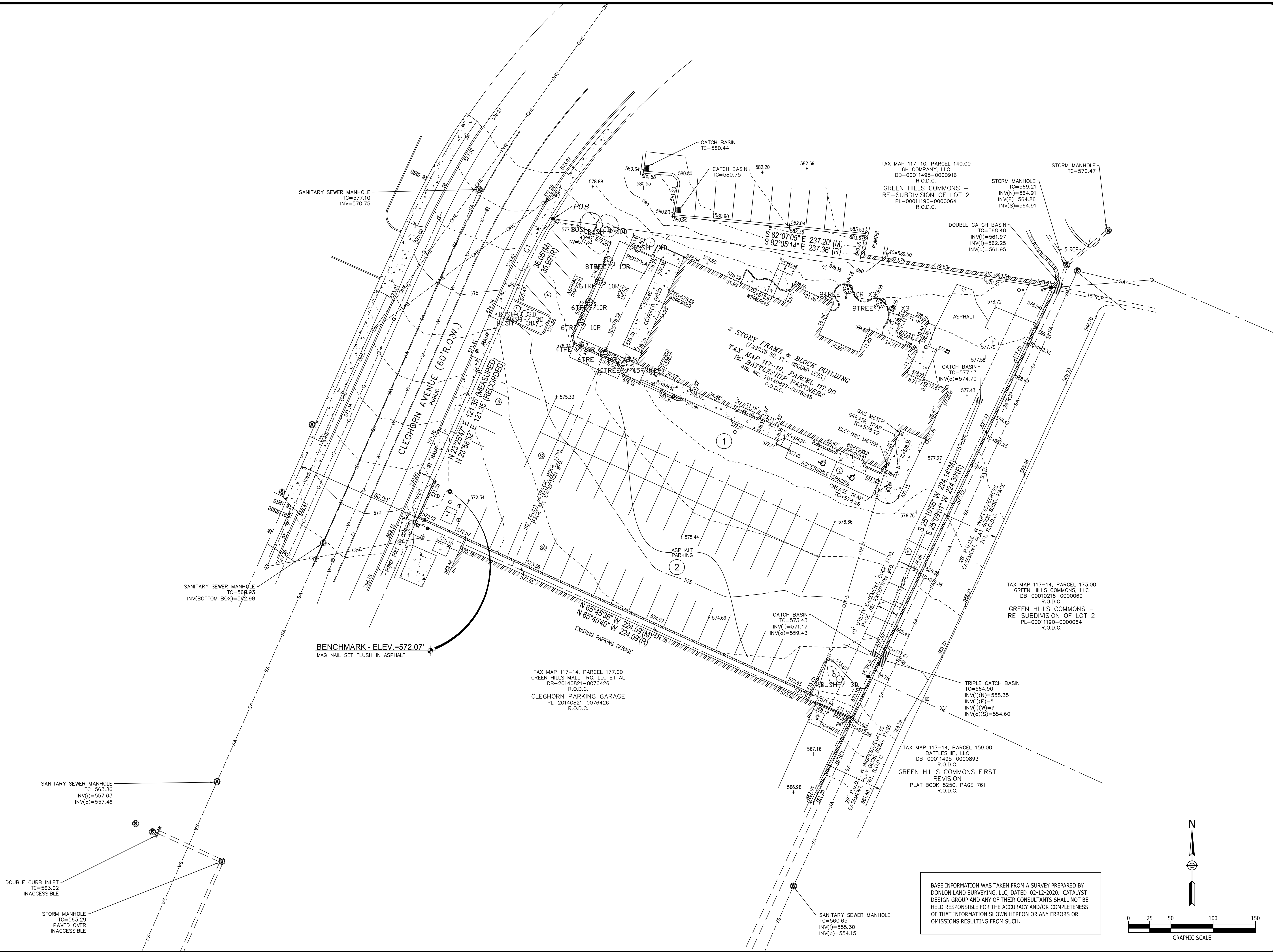
(615) 622-7200



COVER SHEET

C0.0

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BRIDGEWOOD
PROPERTY COMPANY
6363 WOODWAY DR., SUITE 870
HOUSTON, TX 77057
713.623.6767

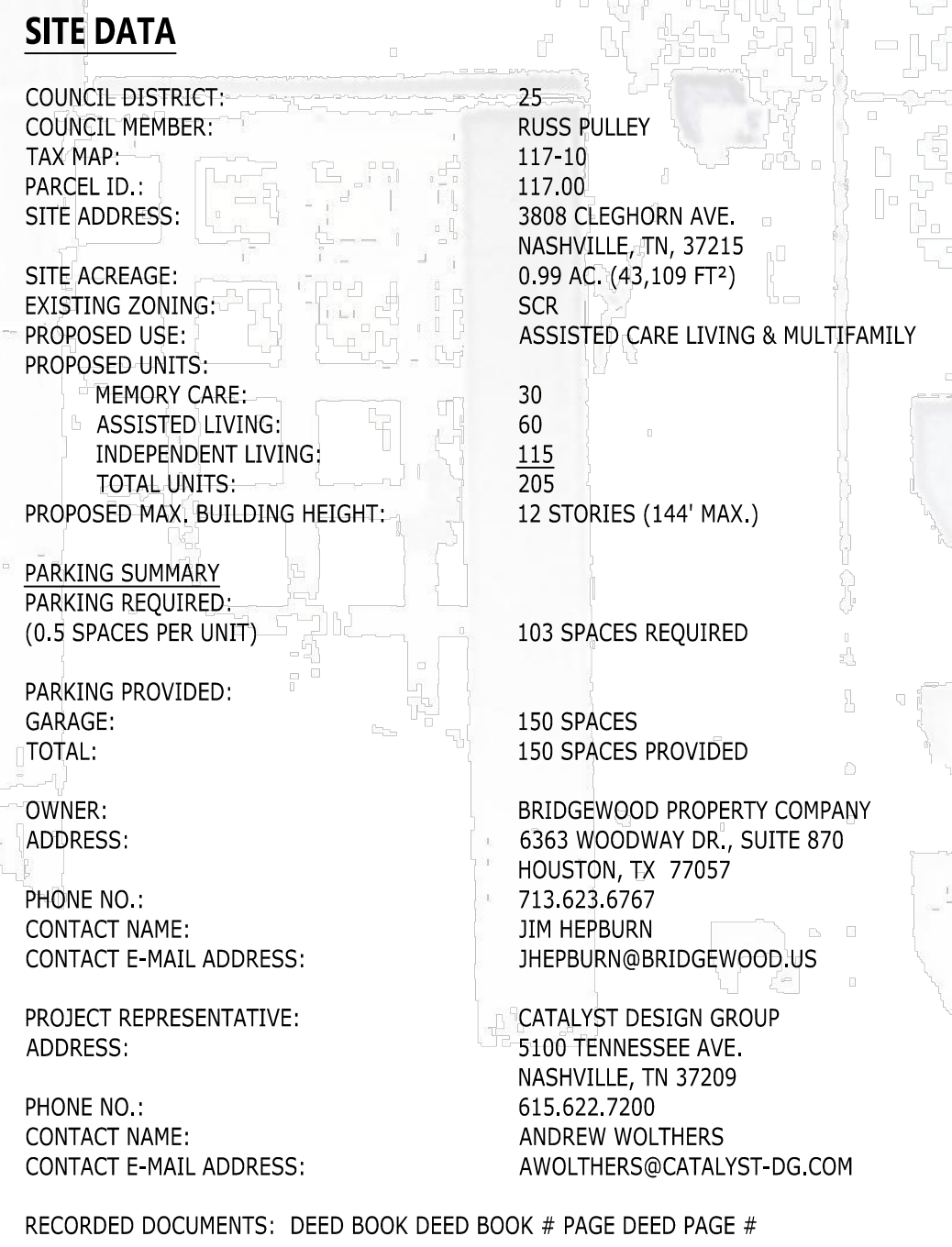
PRELIMINARY SP SUBMITTAL
3808 CLEGHORN
SENIOR LIVING
3808 CLEGHORN AVE.
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

NO.	DATE	DESCRIPTION
1	11/20/2020	PRELIMINARY SP RESUBMITTAL

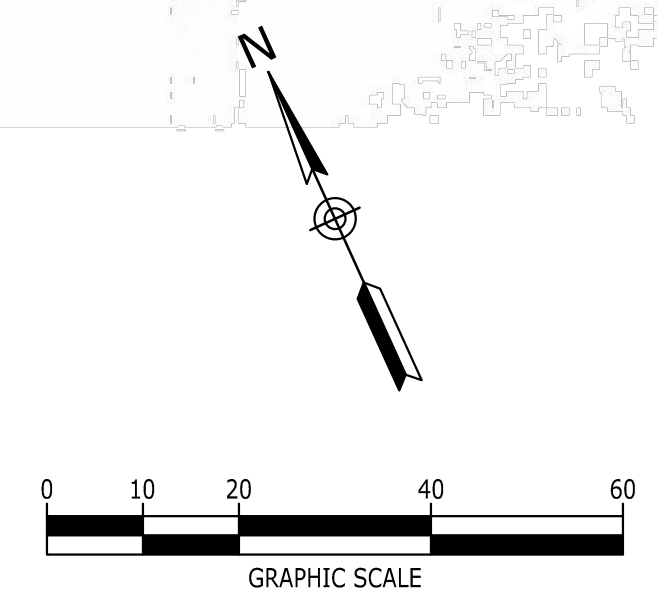
DRAWING TITLE
EXISTING CONDITIONS

PROJECT NUMBER
20200073

DRAWING NUMBER
C1.0



NOTE:
THE FINAL SP SHALL INCLUDE A LANDSCAPING
PLAN SHOWING LANDSCAPING AND TREE DENSITY
REQUIREMENTS PER METRO ZONING CODE.



DRAWING TITLE	
LAYOUT & LANDSCAPE PLAN	
PROJECT NUMBER	20200073
DRAWING NUMBER	C2.0

**BRIDGEWOOD
PROPERTY COMPANY**
6363 WOODWAY DR., SUITE 870
HOUSTON, TX 77057
713.623.6767

PRELIMINARY SP SUBMITTAL
3808 CLEGHORN
SENIOR LIVING
3808 CLEGHORN AVE.
NASHVILLE, DAVIDSON COUNTY, TENNESSEE



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BRIDGEWOOD PROPERTIES
GREEN HILLS SENIOR LIVING

NASHVILLE, TN

[illegible]

MASSING CONCEPT
VIEW

Sheet Number: 11

A - 2

261



OVERALL MASSING

GRAPHIC SCALE: 1" = 1'-0" GRAPHIC SCALE: 3/4" = 1'-0" GRAPHIC SCALE: 1/2" = 1'-0" GRAPHIC SCALE: 3/8" = 1'-0" GRAPHIC SCALE: 1/4" = 1'-0" GRAPHIC SCALE: 3/16" = 1'-0" GRAPHIC SCALE: 1/8" = 1'-0" GRAPHIC SCALE: 3/32" = 1'-0" GRAPHIC SCALE: 1/16" = 1'-0" GRAPHIC SCALE: 1/32" = 1'-0"

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GREEN HILLS SENIOR LIVING

NASHVILLE, IN

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LEVATION

Sheet Number: . . .

A - 3

262

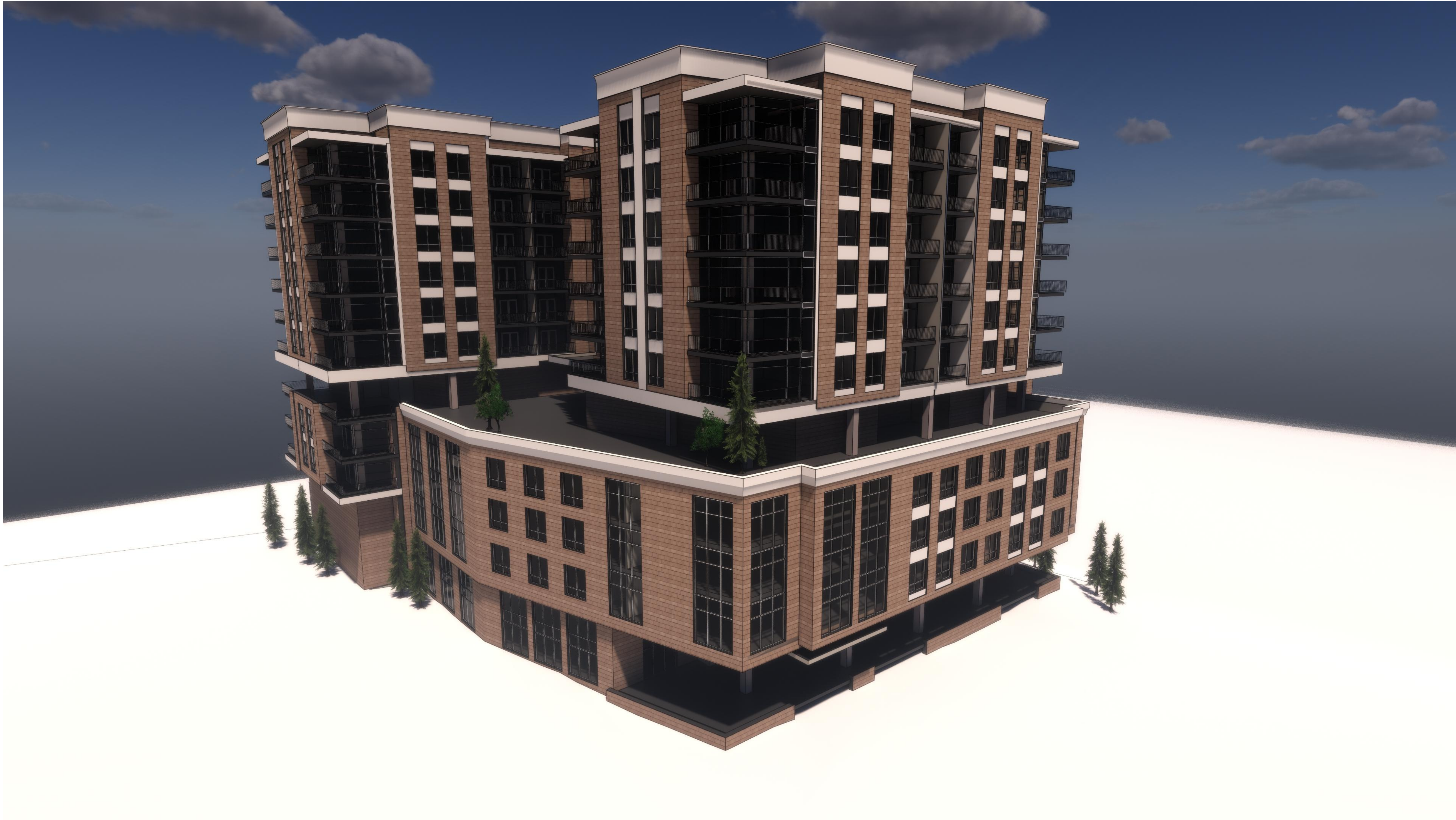


CLEGHORN AVE. ELEVATION

GRAPHIC SCALE: 1" = 1'-0" GRAPHIC SCALE: 3/16" = 1'-0" GRAPHIC SCALE: 1/8" = 1'-0" GRAPHIC SCALE: 3/32" = 1'-0" GRAPHIC SCALE: 1/16" = 1'-0" GRAPHIC SCALE: 1/32" = 1'-0"

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OVERALL VIEW

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BRIDGEWOOD PROPERTIES
GREEN HILLS SENIOR LIVING

NASHVILLE, TN

DOCUMENT CHANGES			
Description	Date		
Issue Description			
Original Issue Date		11/20/2020	
Project No		20160.00	
Drawn By	Author	Checked By	Checker
Drawing Title			

OVERALL VIEW

Sheet Number

A -4

GRAPHIC SCALE: 1" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60' 61' 62' 63' 64' 65' 66' 67' 68' 69' 70' 71' 72' 73' 74' 75' 76' 77' 78' 79' 80' 81' 82' 83' 84' 85' 86' 87' 88' 89' 90' 91' 92' 93' 94' 95' 96' 97' 98' 99' 100'

GRAPHIC SCALE: 3/16" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60' 61' 62' 63' 64' 65' 66' 67' 68' 69' 70' 71' 72' 73' 74' 75' 76' 77' 78' 79' 80' 81' 82' 83' 84' 85' 86' 87' 88' 89' 90' 91' 92' 93' 94' 95' 96' 97' 98' 99' 100'

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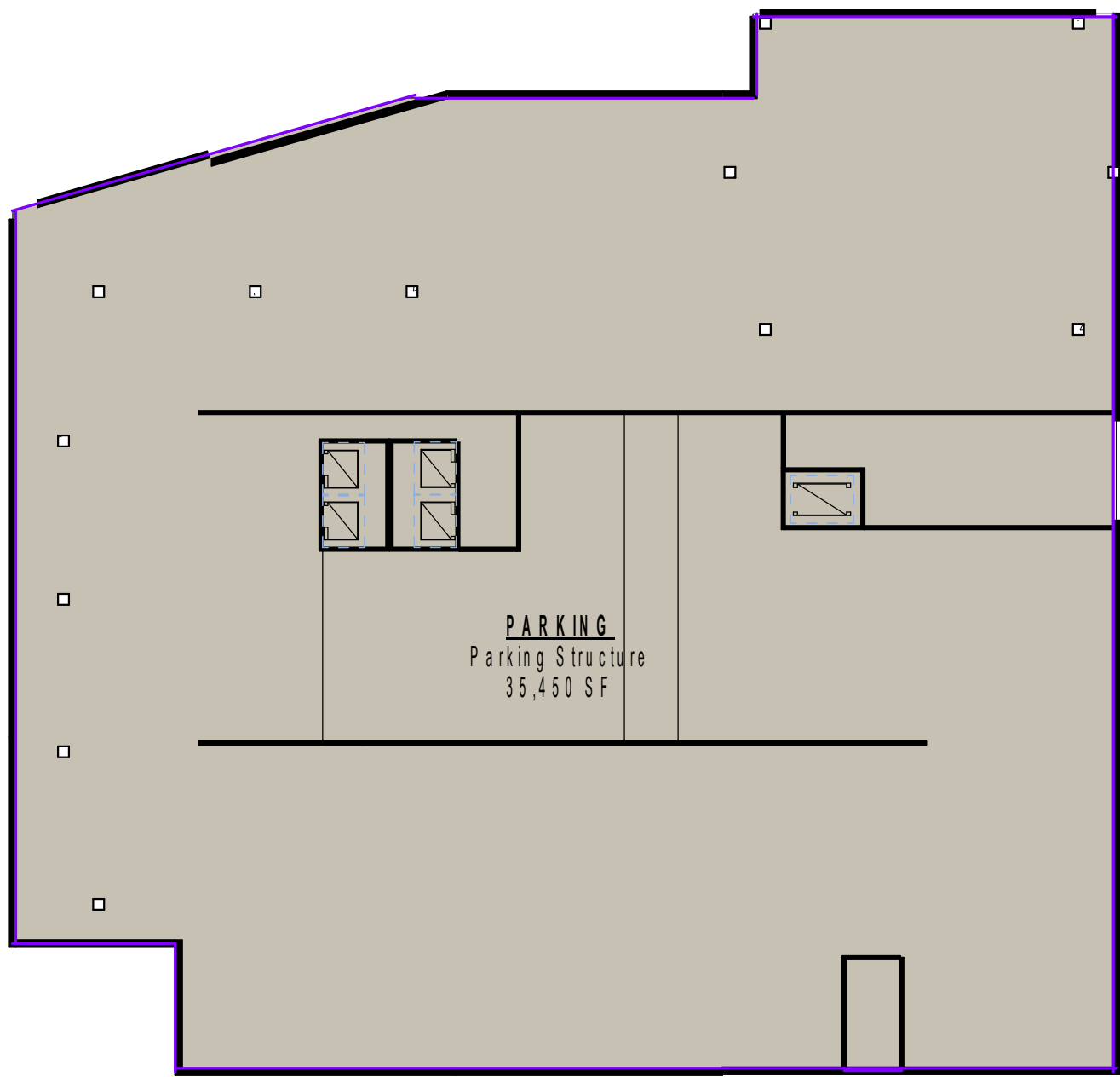
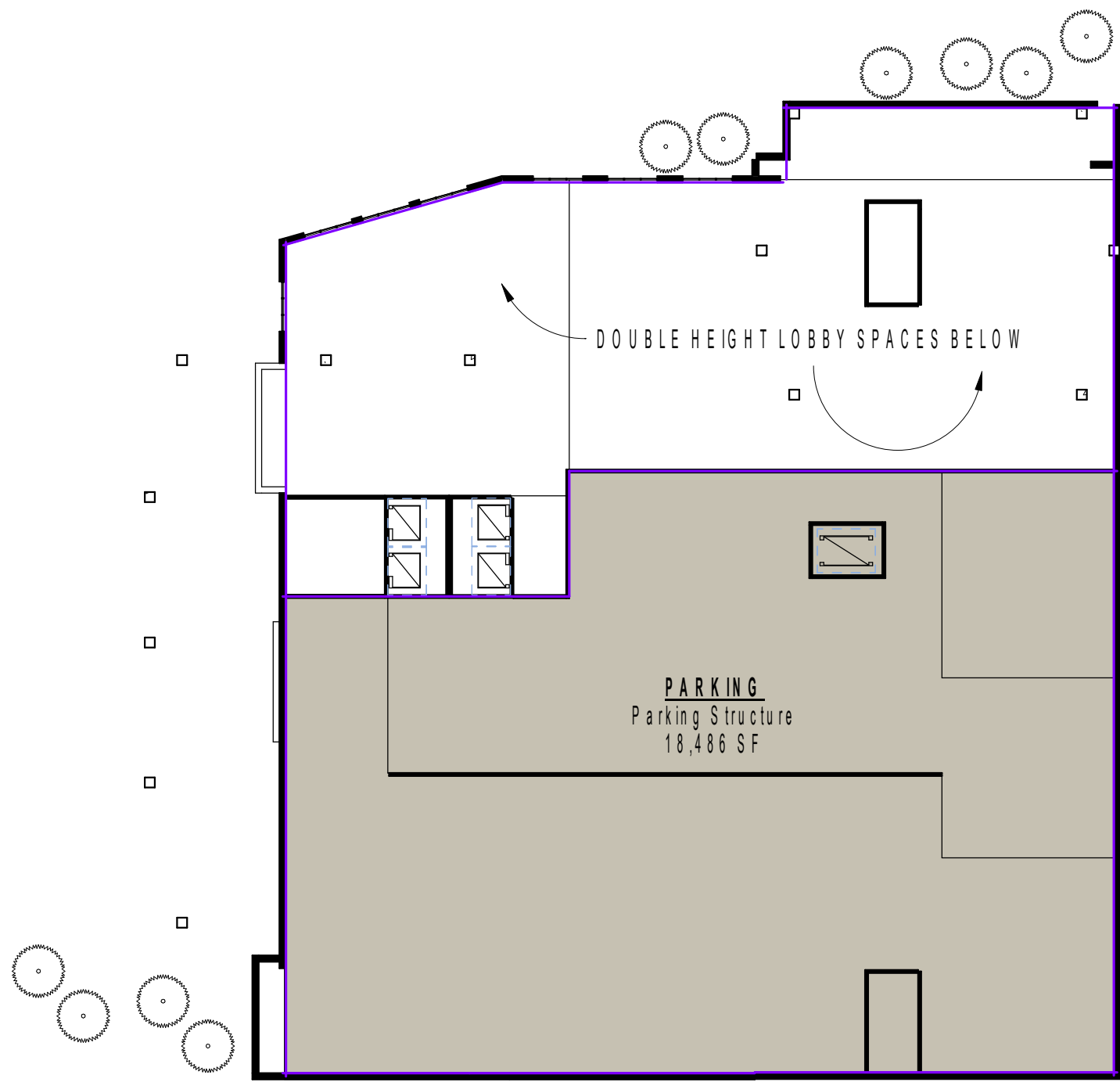
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BRIDGEWOOD PROPERTIES
GREEN HILLS SENIOR LIVING

NASHVILLE, TN

DOCUMENT CHANGES

Description	Date

Issue Description	
Original Issue Date	11/20/2020
Project No	20160.00
Drawn By	Author
Checked By	Checker
Drawing Title	

PLANS

Sheet Number

A -5

GRAPHIC SCALE: 1" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

GRAPHIC SCALE: 3/16" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

GRAPHIC SCALE: 1/8" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

GRAPHIC SCALE: 3/16" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

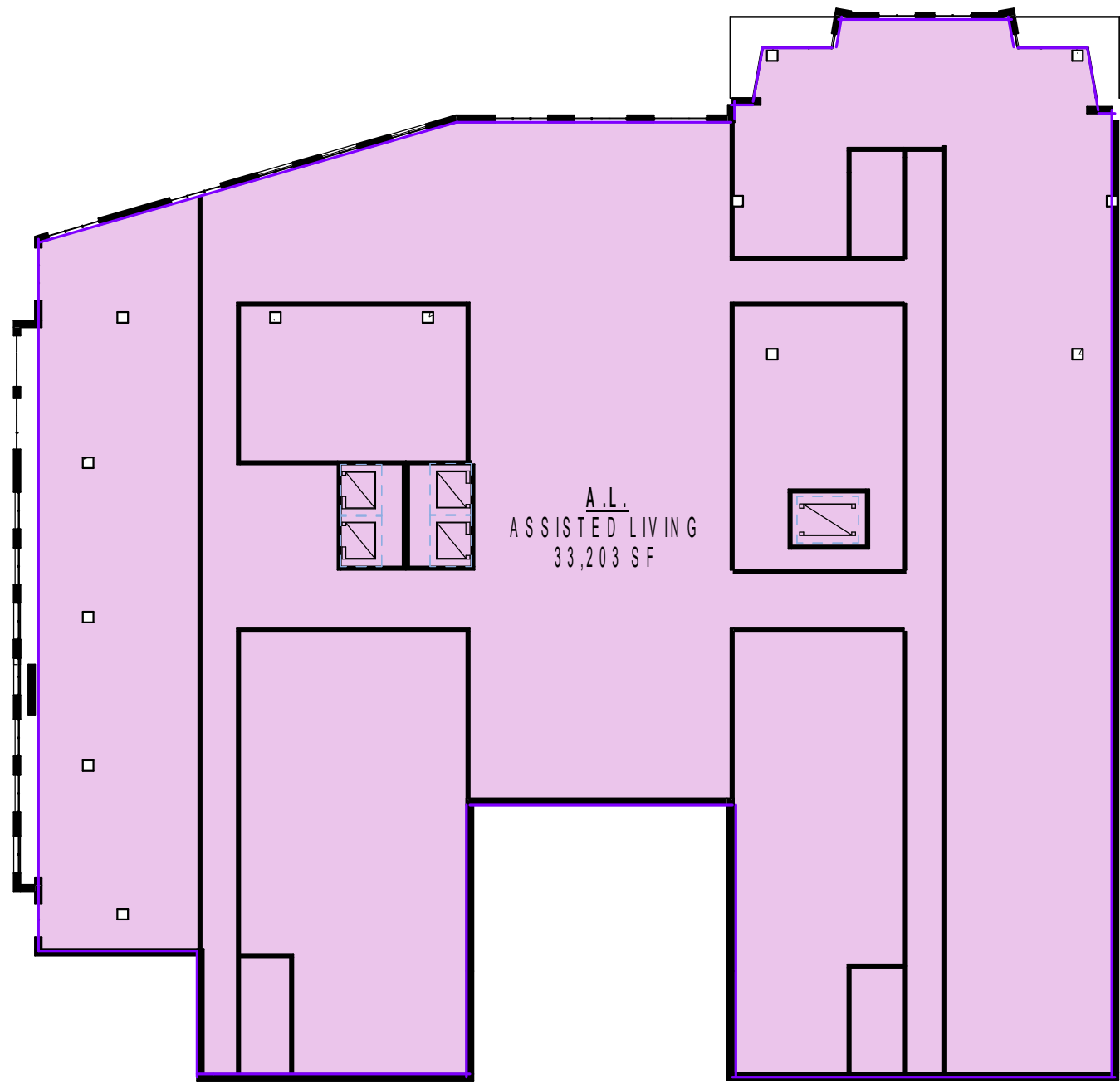
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GRAPHIC SCALE: 1/4" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

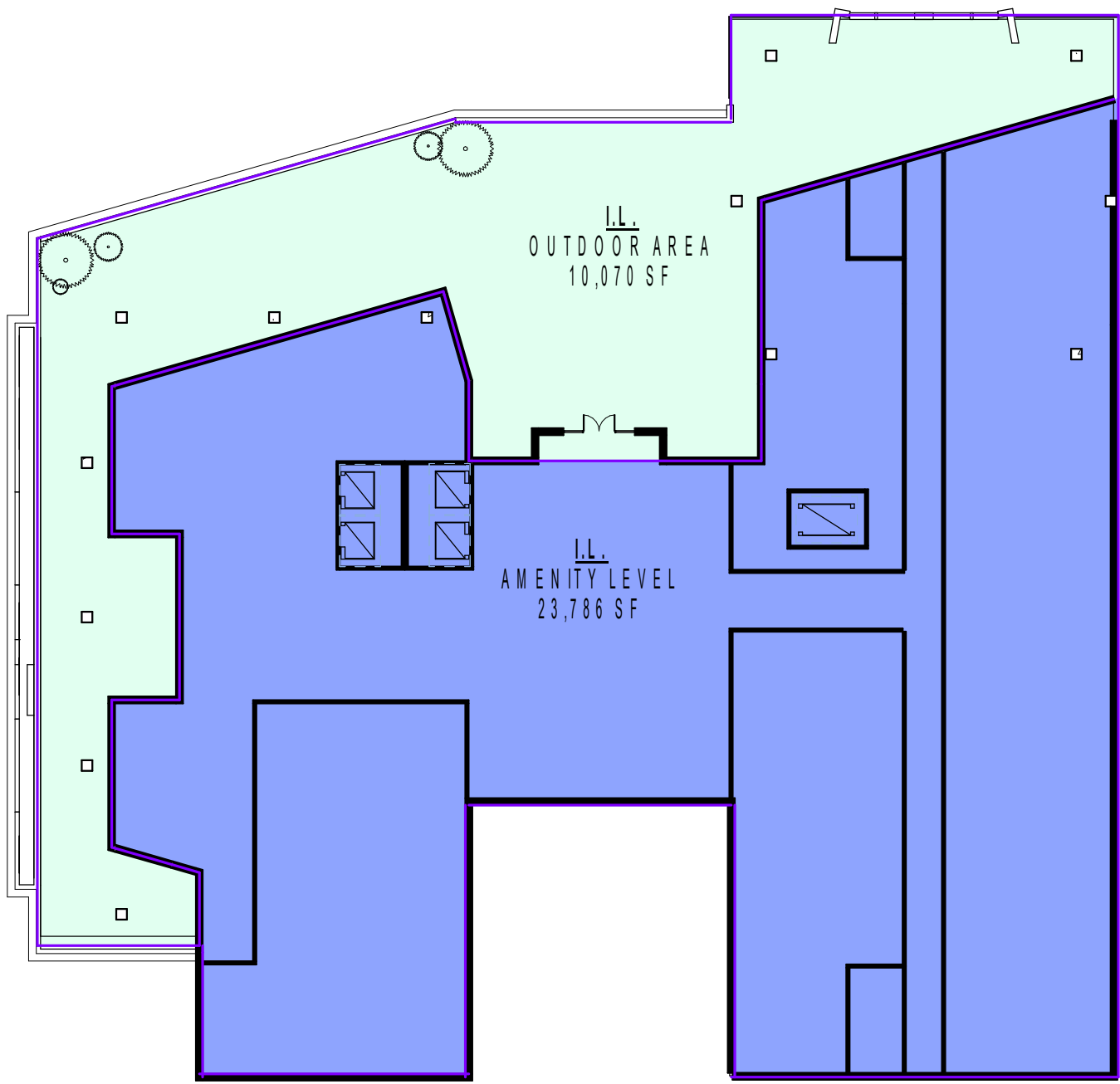
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GRAPHIC SCALE: 3/4" = 1'-0" 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10' 11' 12' 13' 14' 15' 16' 17' 18' 19' 20' 21' 22' 23' 24' 25' 26' 27' 28' 29' 30' 31' 32' 33' 34' 35' 36' 37' 38' 39' 40' 41' 42' 43' 44' 45' 46' 47' 48' 49' 50' 51' 52' 53' 54' 55' 56' 57' 58' 59' 60'

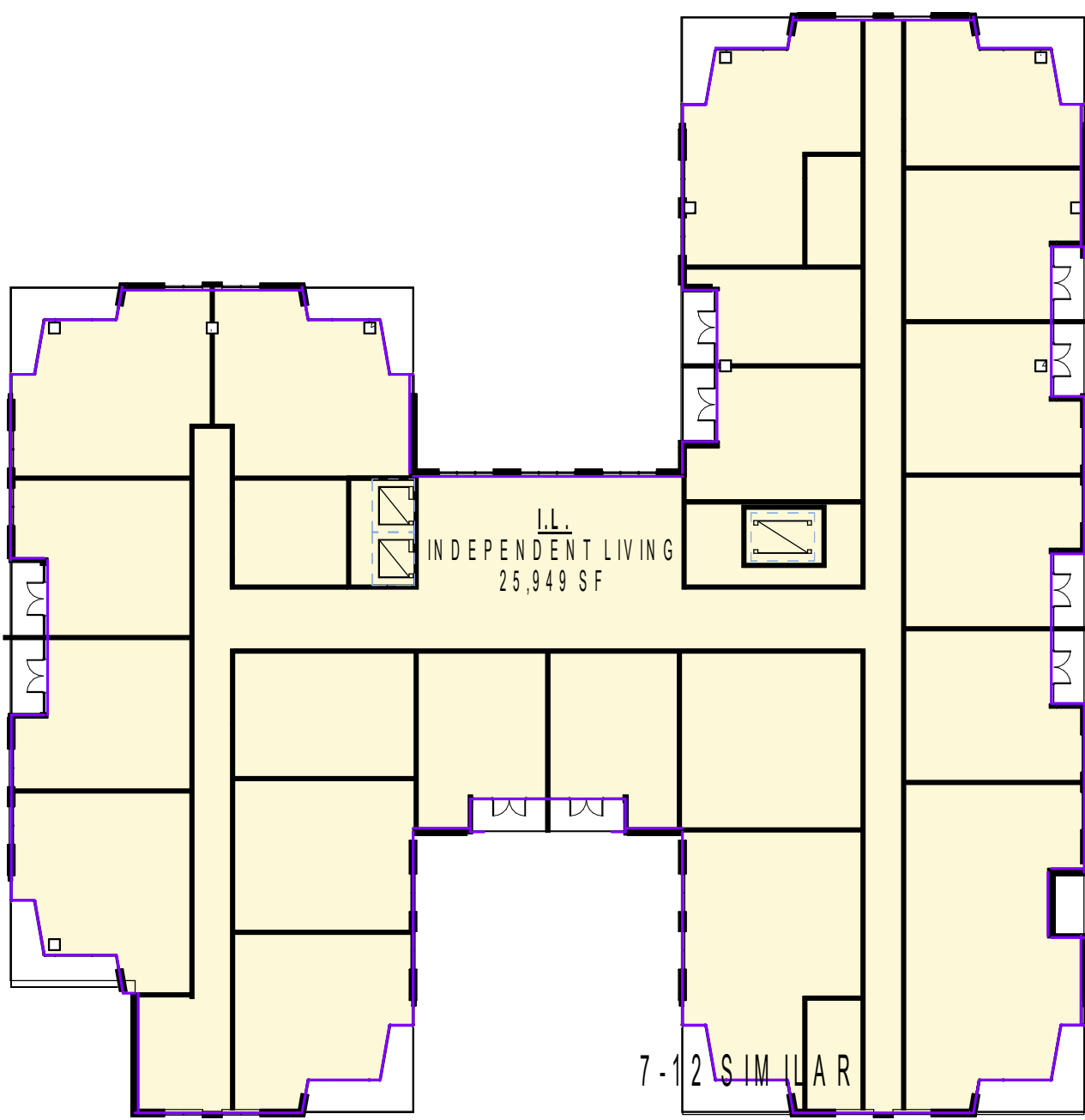
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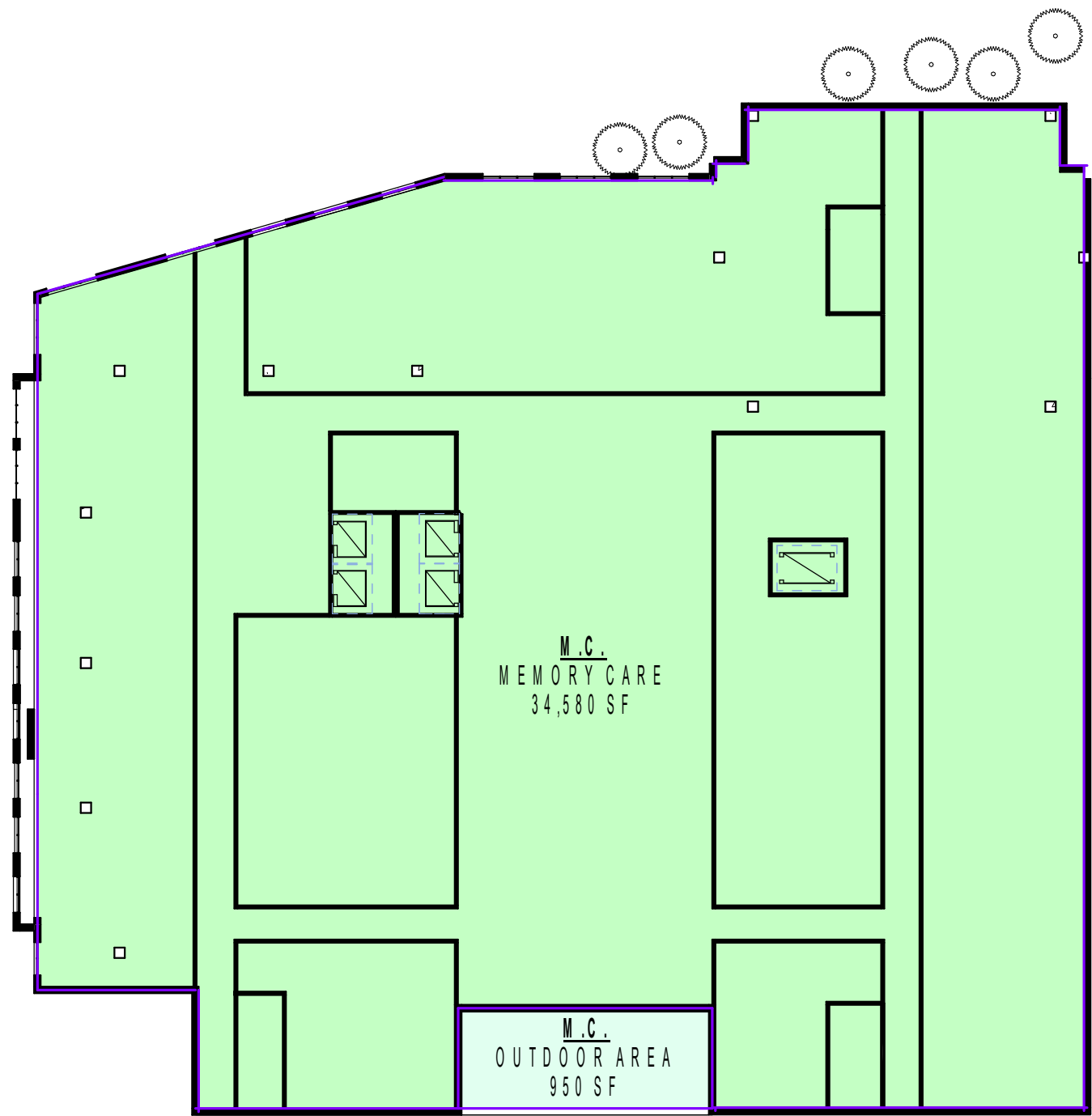
5TH FLOOR



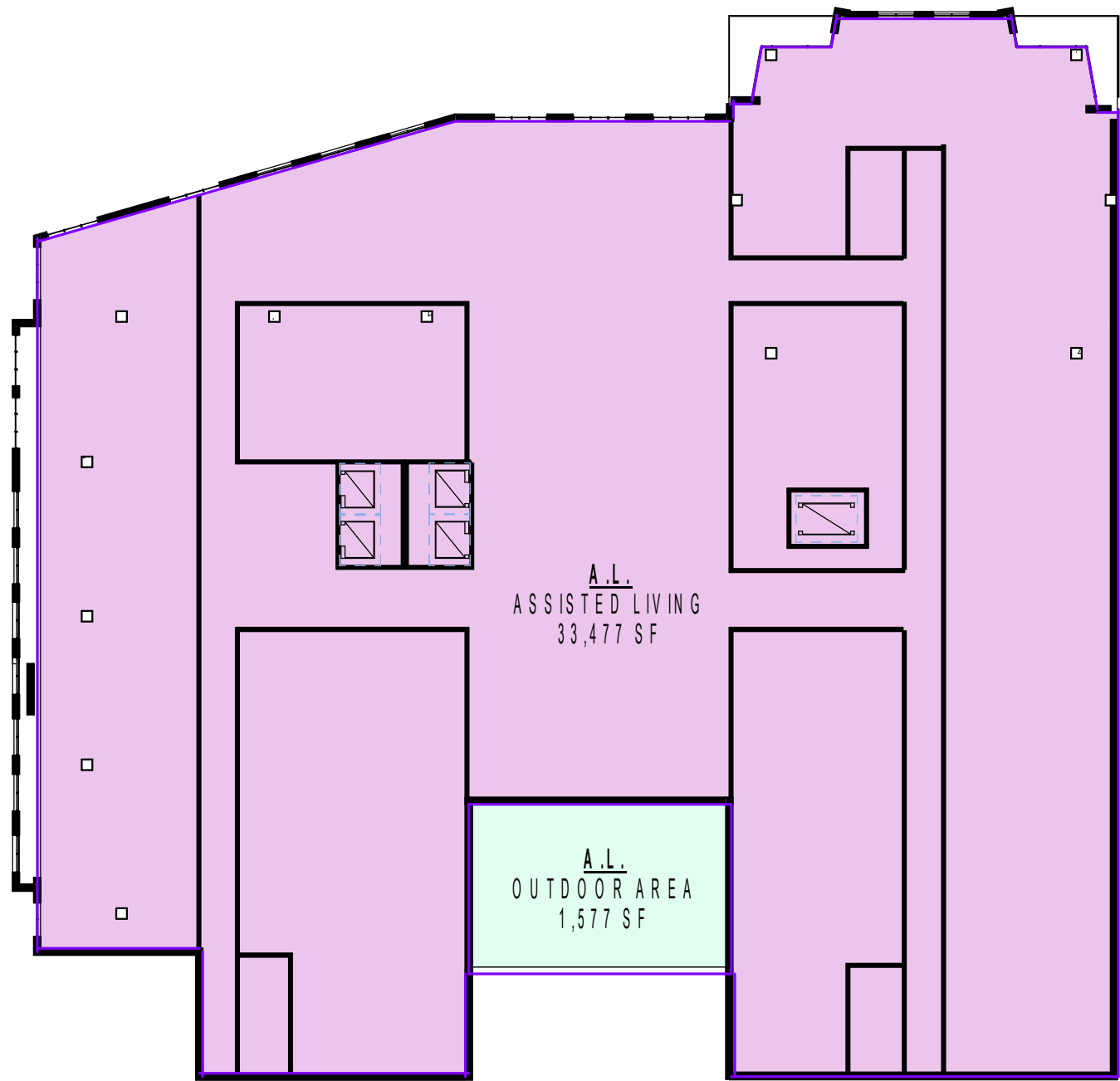
6TH FLOOR



12TH FLOOR



3RD FLOOR



4TH FLOOR

ESa

Earl Swenson Associates, Inc.

1033 Demonbreun Street
Suite 800
Nashville, Tennessee 37203
615-329-9445

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Seals

NOT VALID FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION IF
ARCHITECT'S SEAL
IS NOT PRESENT

BRIDGEWOOD PROPERTIES
GREEN HILLS SENIOR LIVING

NASHVILLE, TN

DOCUMENT CHANGES

Description	Date

Issue Description			
Original Issue Date		11/20/2020	
Project No		20160.00	
Drawn By	Author	Checked By	Checker
Drawing Title			

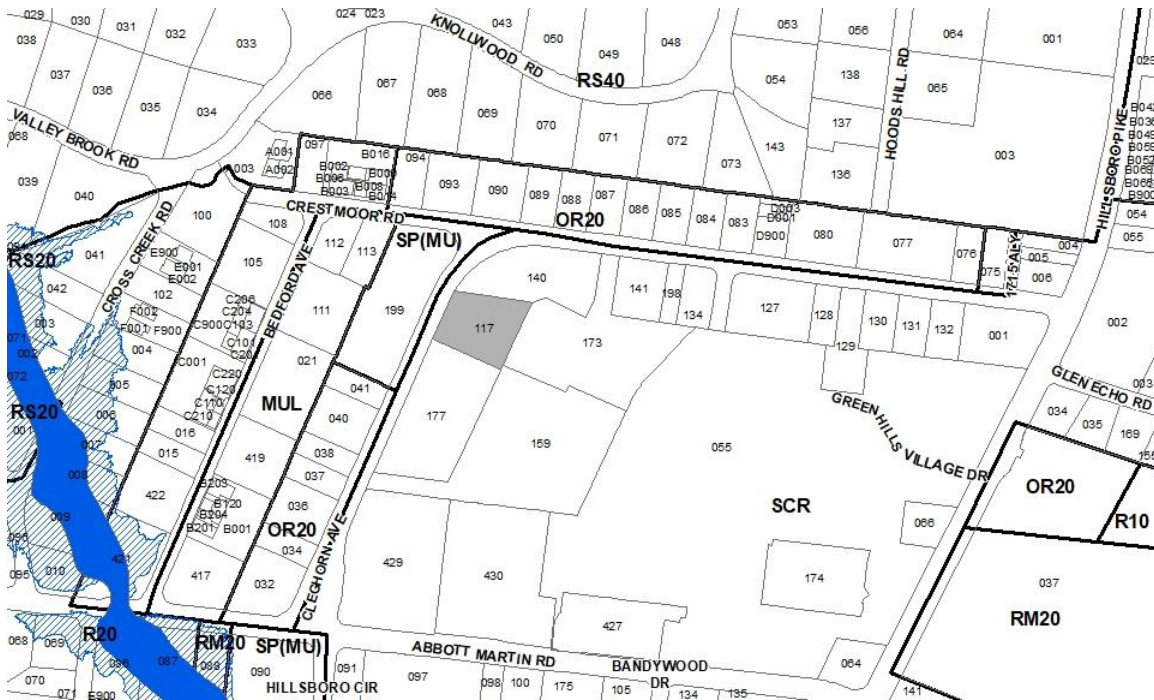
PLANS

Sheet Number

A -6

2020SP-054-001
3808 CLEGHORN SENIOR LIVING
Map 117-10, Parcel(s) 117
Subarea 10, Green Hills - Midtown
District 25 (Pulley)
Application fee paid by: Bridgewood Management
Company, LLC

A request to rezone from SCR to SP zoning for property located at 3808 Cleghorn Avenue, approximately 215 feet south of Crestmoor Road, (0.99 acres), to permit assisted care living and 115 multi-family units, with associated amenity and leasing space., requested by Catalyst Design Group, applicant; RC Battleship Partners, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-604, **Version:** 1

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 MUG-A-NS zoning for properties located at 900 and 914 E Trinity Lane, at the southeast intersection of Ellington Parkway and E Trinity Lane, (5.88 acres), all of which is described herein (Proposal No. 2020Z-134PR-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 MUG-A-NS zoning for properties located at 900 and 914 E Trinity Lane, at the southeast intersection of Ellington Parkway and E Trinity Lane, (5.88 acres), being Property Parcel Nos. 059, 150 as designated on Map 072-05 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.

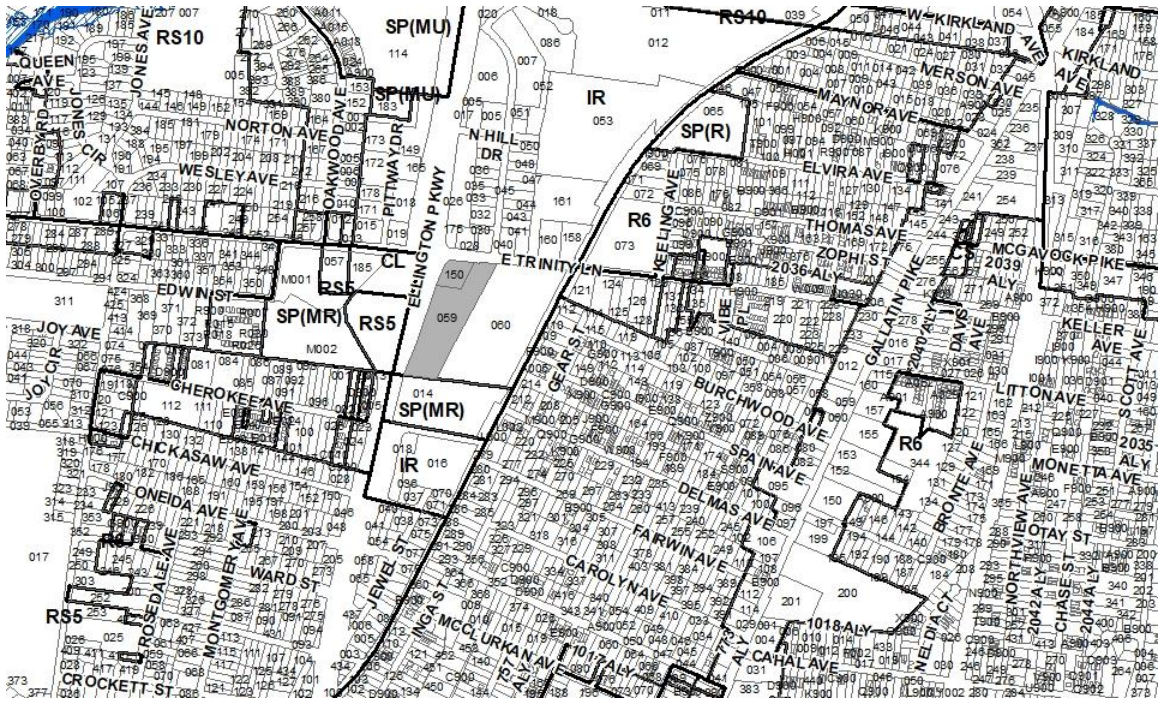
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 072 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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 072-05, Parcel(s) 059, 150/Joseph William Suave
Requested by: Fulmer Lucas Engineering

2020Z-134PR-001
Map 072-05, Parcel(s) 059, 150
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: Andrew Steffens

A request to rezone from IR to MUG-A-NS zoning for properties located at 900 and 914 E Trinity Lane, at the southeast intersection of Ellington Parkway and E Trinity Lane, (5.88 acres), requested by Fulmer Lucas Engineering, applicant; Joseph William Suave, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-605, **Version:** 1

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 2201 Fox Avenue, at the corner of Glenrose Avenue and Fox Avenue (0.25 acres), all of which is described herein (Proposal No. 2020Z-136PR-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 2201 Fox Avenue, at the corner of Glenrose Avenue and Fox Avenue (0.25 acres) being Property Parcel No. 195 as designated on Map 119-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

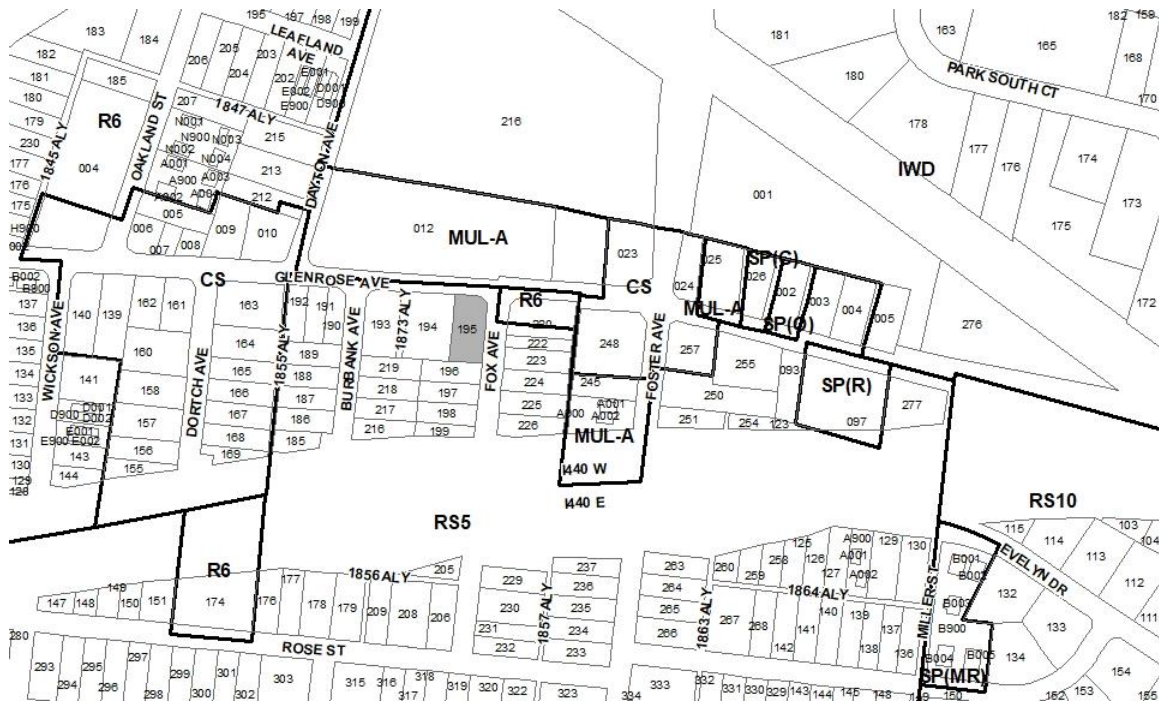
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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 119-01, Parcel(s) 195/Armando Alvarado
Requested by: Armando Alvarado

2020Z-136PR-001
Map 119-01, Parcel(s) 195
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Armando Bueso

A request to rezone from RS5 to R6-A zoning for property located at 2201 Fox Avenue, at the corner of Glenrose Avenue and Fox Avenue (0.25 acres), requested by Armando Alvarado, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-606, **Version:** 1

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 RM20-A-NS zoning for property located at 18 Willis Street, approximately 315 feet north of Baptist World Center Drive (0.13 acres), all of which is described herein (Proposal No. 2020Z-140PR-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 RM20-A-NS zoning for property located at 18 Willis Street, approximately 315 feet north of Baptist World Center Drive (0.13 acres), being Property Parcel No. 051 as designated on Map 071-14 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 Property Parcel No. 051 as designated on Map 071-14 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 071-14, Parcel(s) 051/Build Nashville
Requested by: Build Nashville

2020Z-140PR-001

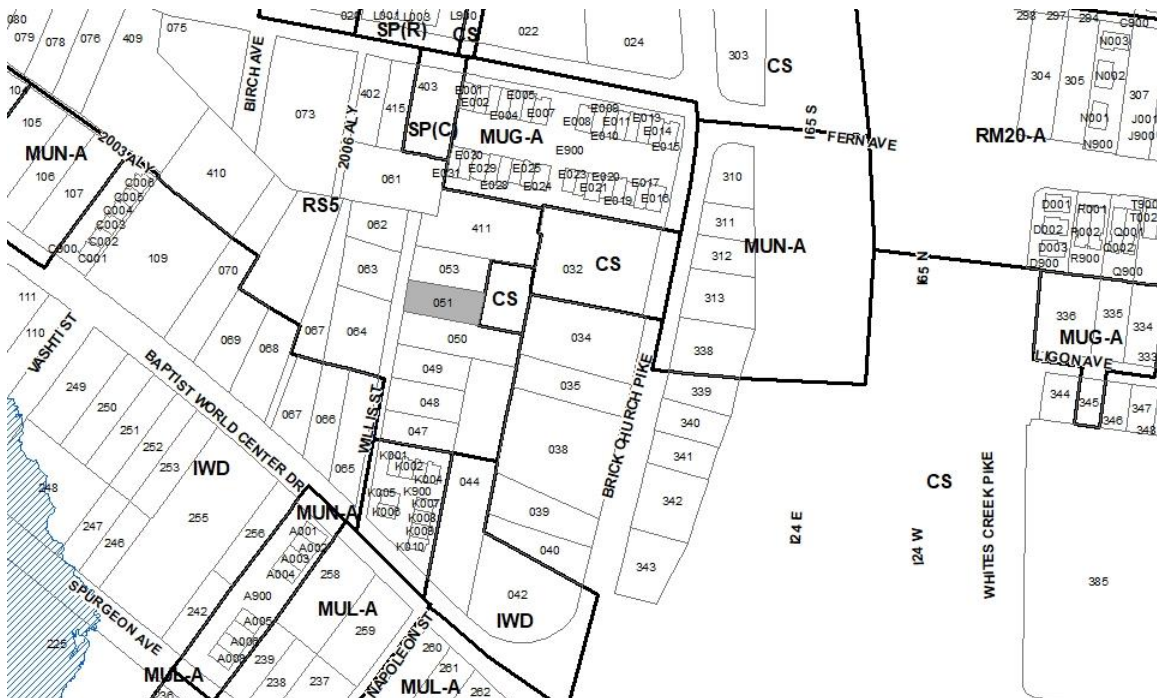
Map 071-14, Parcel(s) 051

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Build Nashville LLC

A request to rezone from RS5 to RM20-A-NS zoning for property located at 18 Willis Street, approximately 315 feet north of Baptist World Center Drive (0.13 acres), requested by Build Nashville, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-607, **Version:** 1

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 RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), all of which is described herein (Proposal No. 2020Z-135PR-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 RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), being Property Parcel No. 376 as designated on Map 119-05 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.

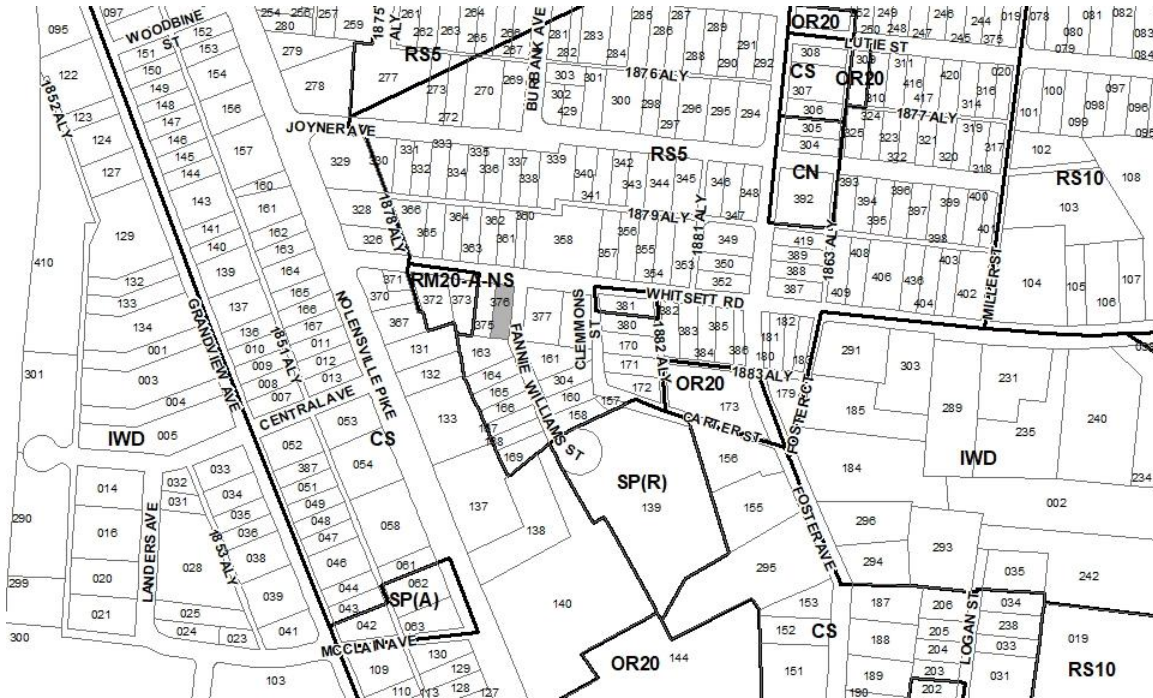
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, 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 119-05, Parcel(s) 376/Martha Carter and Gwendolyn D. Murphy
Requested by: S & H Group

2020Z-135PR-001
Map 119-05, Parcel(s) 376
Subarea 11, South Nashville
District 16 (Ginny Welsh)
Application fee paid by: S&H Group

A request to rezone from RS5 to RM20-A-NS zoning for property located at 323 Whitsett Road, at the southwest corner of Fannie Williams Street and Whitsett Road (0.17 acres), requested by S+H Group, applicant; Martha Carter and Gwendolyn D. Murphy et al, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-608, **Version:** 1

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 for properties located at 209 and 211 7th Ave N, approximately 120 feet southeast of Union Street (0.52 acres), all of which is described herein (Proposal No. 2021HL-001-001).

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 for properties located at 209 and 211 7th Ave N, approximately 120 feet southeast of Union Street (0.52 acres), being Property Parcel Nos. 008, 010 as designated on Map 093-05-2 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 093-05-2, Parcel(s) 008, 010/Historic Polk Properties, LLC
Requested by: Councilmember Burkley Allen

2021HL-001-001

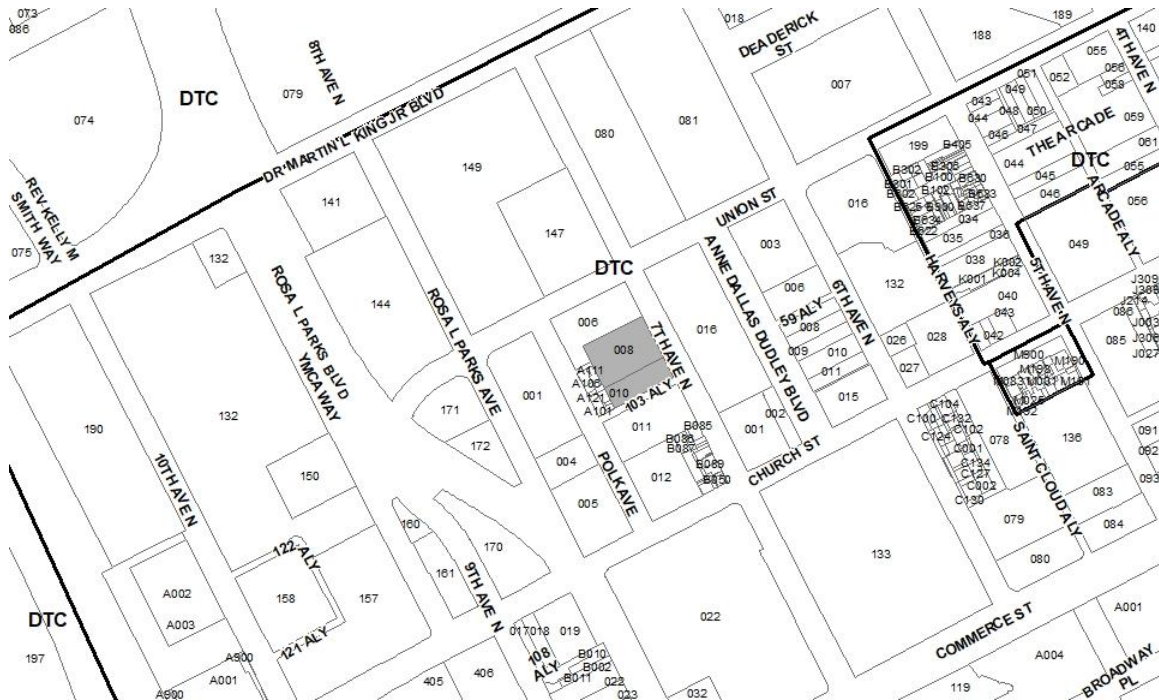
Map 093-05-2, Parcel(s) 008, 010

Subarea 09, Downtown

District 19 (O'Connell)

Application fee paid by: Fee waived by Council

A request to apply a Historic Landmark Overlay District for properties located at 209 and 211 7th Ave N, approximately 120 feet southeast of Union Street (0.52 acres), requested by Councilmember Burkley Allen, applicant; Historic Polk Properties, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-609, **Version:** 1

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 RM20 to DTC zoning, and the Hope Gardens DTC subdistrict, for properties located at 1025 and 1029 11th Ave N, at the corner of Meharry Blvd and 11th Ave N (0.42 acres); and to update associated maps within Chapter 17.37 of the Zoning Code, to reflect the proposed DC and Hope Gardens subdistrict boundaries, all of which is described herein (Proposal No. 2021Z-004PR-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 RM20 to DTC zoning, and the Hope Gardens DTC subdistrict, for properties located at 1025 and 1029 11th Ave N, at the corner of Meharry Blvd and 11th Ave N (0.42 acres); and to update associated maps within Chapter 17.37 of the Zoning Code, to reflect the proposed DC and Hope Gardens subdistrict boundaries, being Property Parcel Nos. 508, 509 as designated on Map 081-16 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. That Chapter 17.37 of the Metropolitan Code is hereby amended by deleting pages 11, 13, 50, 56, 66, 86, and 107 and replacing with pages 11, 13, 50, 56, 66, 86, and 107 in the attached Exhibit A.

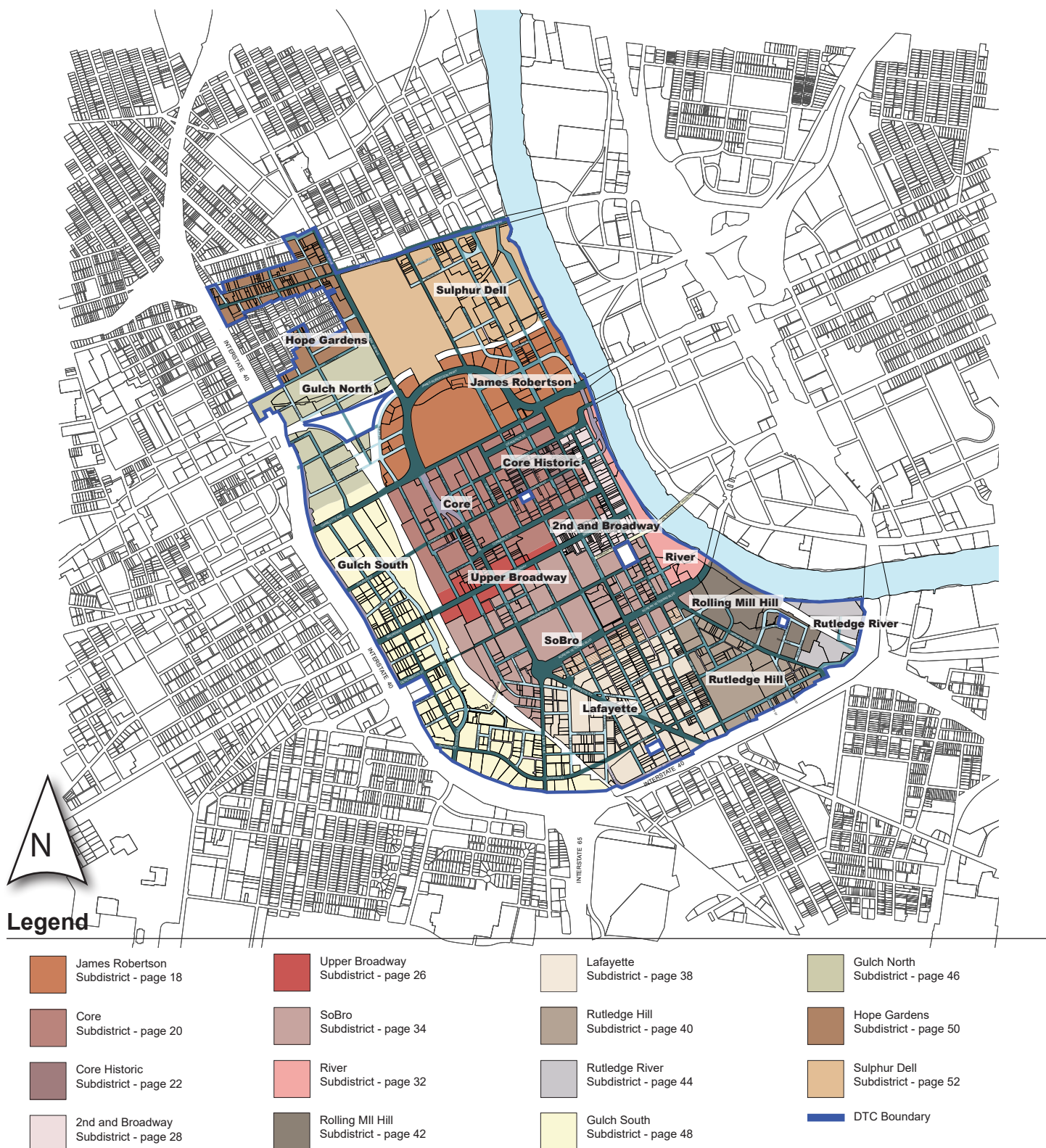
Section 3. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 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.

Map & Parcel no. /Owner: Map 081-16, Parcel(s) 508-509/Mt. Zion Baptist Church
Requested by: Councilmember Sharon Hurt

Section I: Introduction

DTC Regulating Plan: Subdistrict Boundaries



Section I: Introduction

Application of the DTC: How to Use this Document

How to Use this Document

The Downtown Code is organized by Subdistricts and Street Types, as identified on the Regulating Plan.

To determine the standards which apply to a particular property:

- On the Regulating Plan, identify the Subdistrict in which the property is located and on what type of street(s) it fronts.
- Consult the Building Regulations for development standards relevant to the Subdistrict.
- Consult the Use Table for uses allowed in each Area.
- Consult the General Standards section for guidance on development standards for all Subdistricts.

Subdistricts and Areas

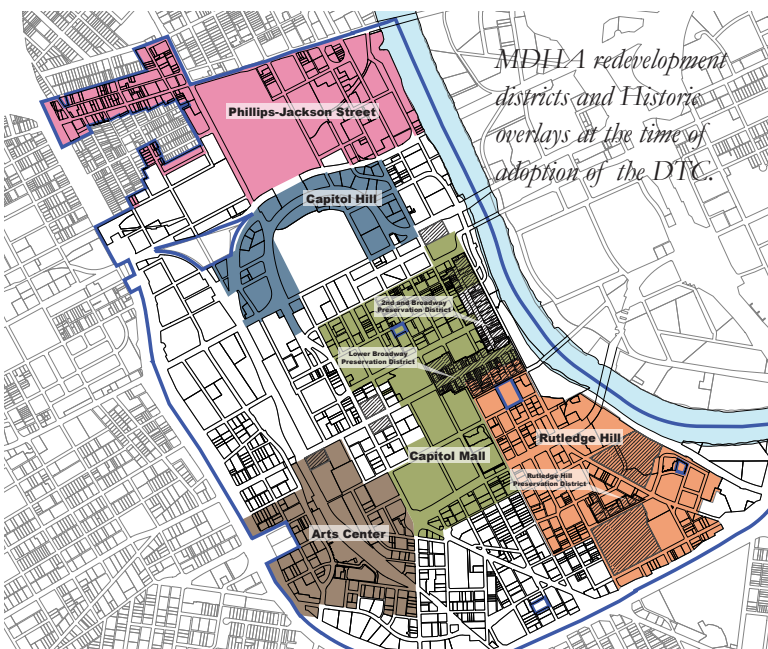
- Downtown Nashville consists of numerous neighborhoods with unique character. The development standards for the DTC are organized by Subdistricts, which establish the zoning of each neighborhood to create or maintain the envisioned character.
- The DTC is divided into 4 Areas (North, South, West and Central), which establish the allowed uses.
- The DTC includes General Standards that apply to all Subdistricts.

Regulating Plan

- The Regulating Plan is the official zoning map of the DTC. The Subdistrict boundaries are shown on the series of maps which comprise the Regulating Plan.
- Subdistrict boundaries extend to the centerline of all abutting public street right-of-ways. Any properties not within the subdistrict boundaries of the regulating plan including, but not limited to, rail and river corridors shall be considered an open space subdistrict.
- Unless otherwise regulated by the DTC subdistrict standards, property that is within more than one subdistrict may apply for a minor modification to use the standards of either subdistrict. If the Executive Director of the Planning Department finds that additional consideration is warranted, then the modification request may be submitted to the Downtown Code/MDHA Design Review Committee as a major modification.

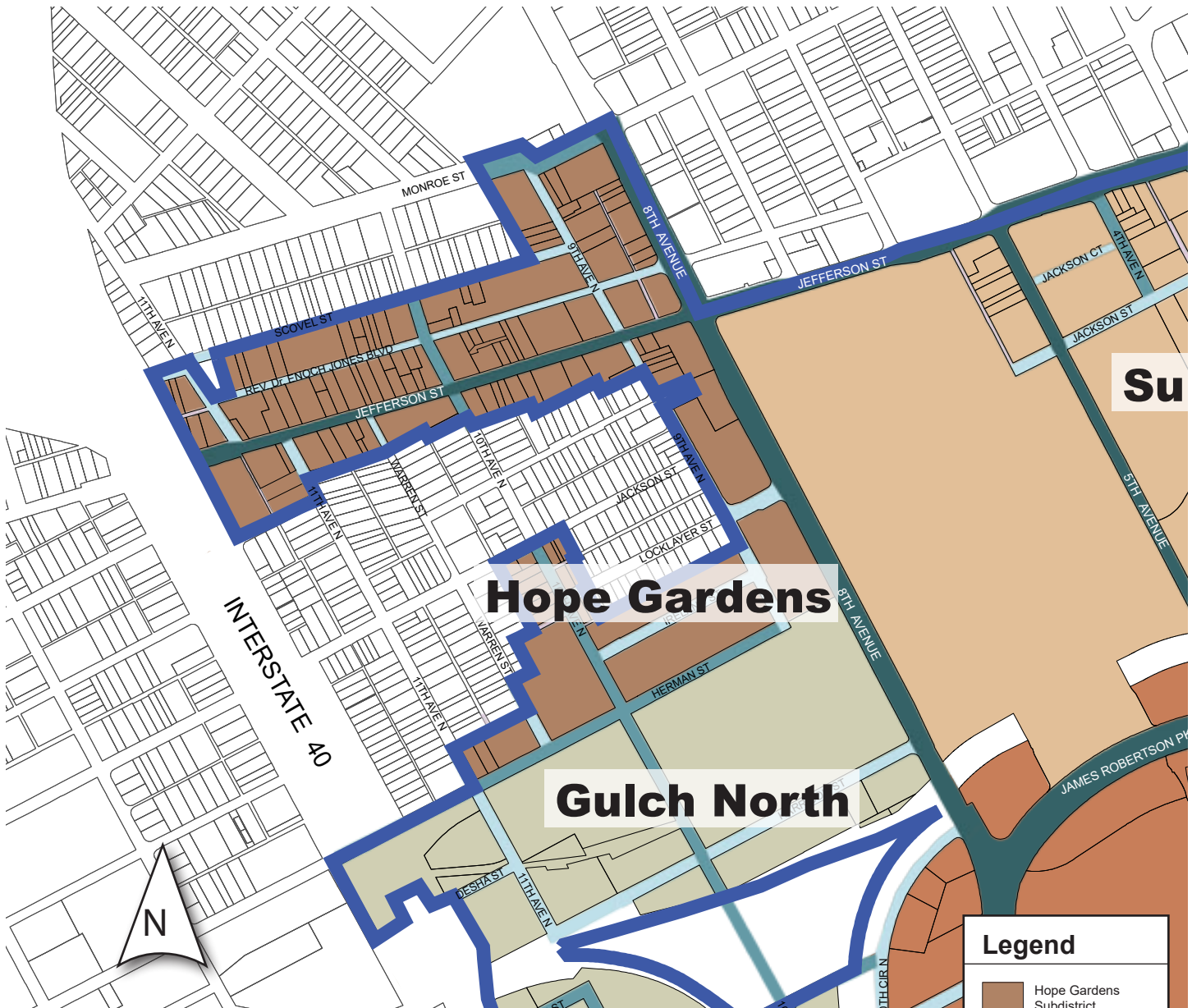
Overlapping Plans

Within the area governed by the DTC, there exist other regulations and design guidelines intended to work in conjunction with the DTC. The DTC does not exempt development from complying with the regulations of other Federal, State, and Local departments and agencies. These departments and agencies should be contacted during the development process to address their rules, regulations and policies.

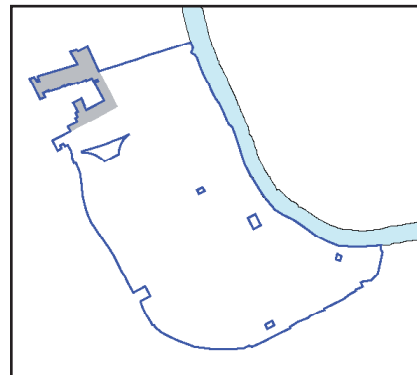


Section II: Subdistrict Standards

Hope Gardens Subdistrict: Regulating Plan



The Hope Gardens subdistrict includes the commercial and multi-family areas surrounding the single-family residential at the center of the Hope Gardens neighborhood. Development along the major streets – Jefferson Street and Rosa Parks Boulevard – should be low-rise and should transition in height and mass near the single-family areas. The existing commercial, residential and industrial uses are all important factors within this area and can be maintained while providing opportunities for mixed-use. The harmonization of these many uses – through the regulation of the building forms – will ensure the vitality of this mixed-use neighborhood.



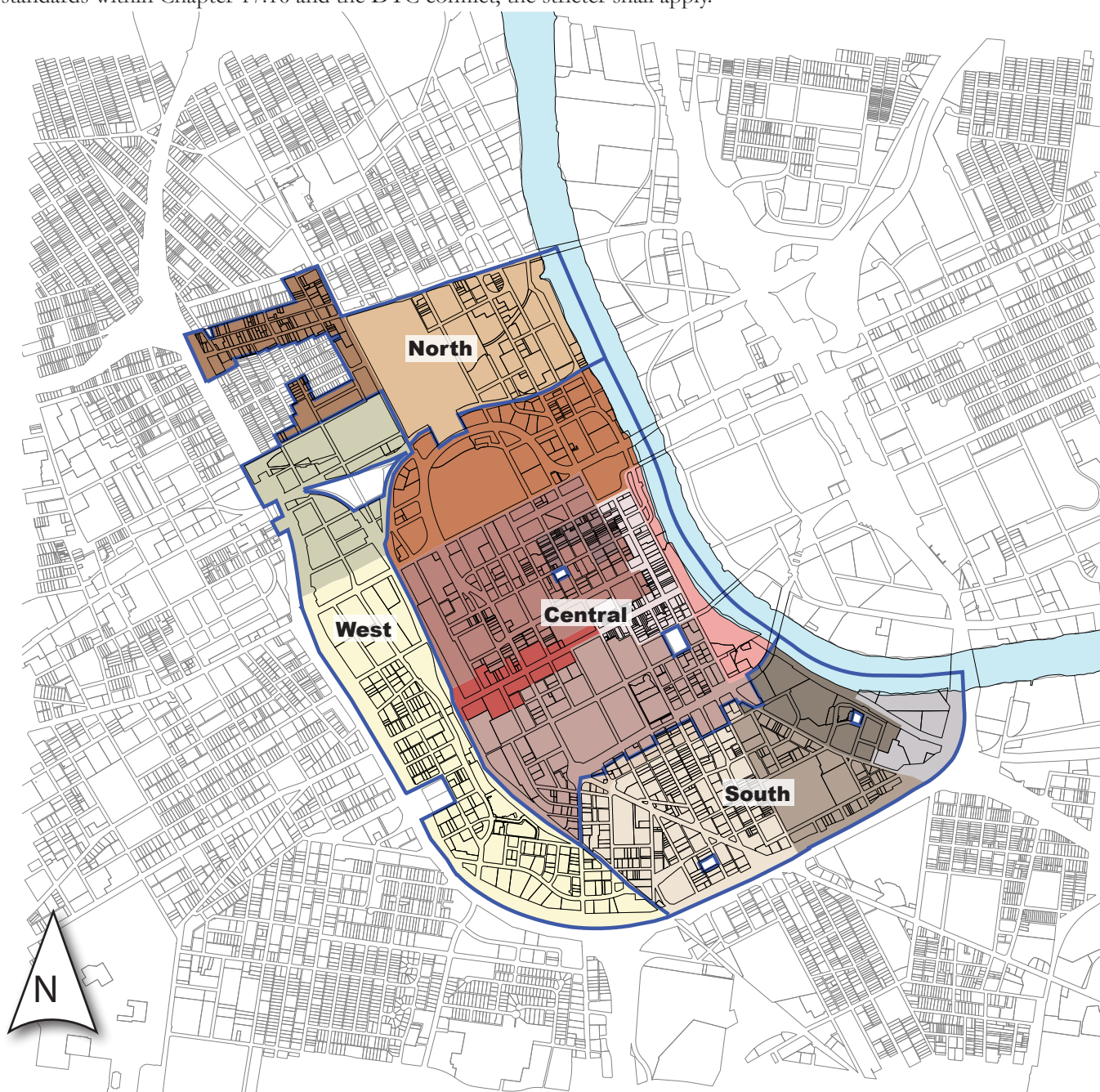
Section III: Uses

Use Areas

Land uses within the DTC are determined by Area – Central, South, West, and North. To create a sustainable and mixed-used Downtown, the form-based zoning of each subdistrict regulates the shape, scale, and placement of the buildings, and allows a variety of uses.

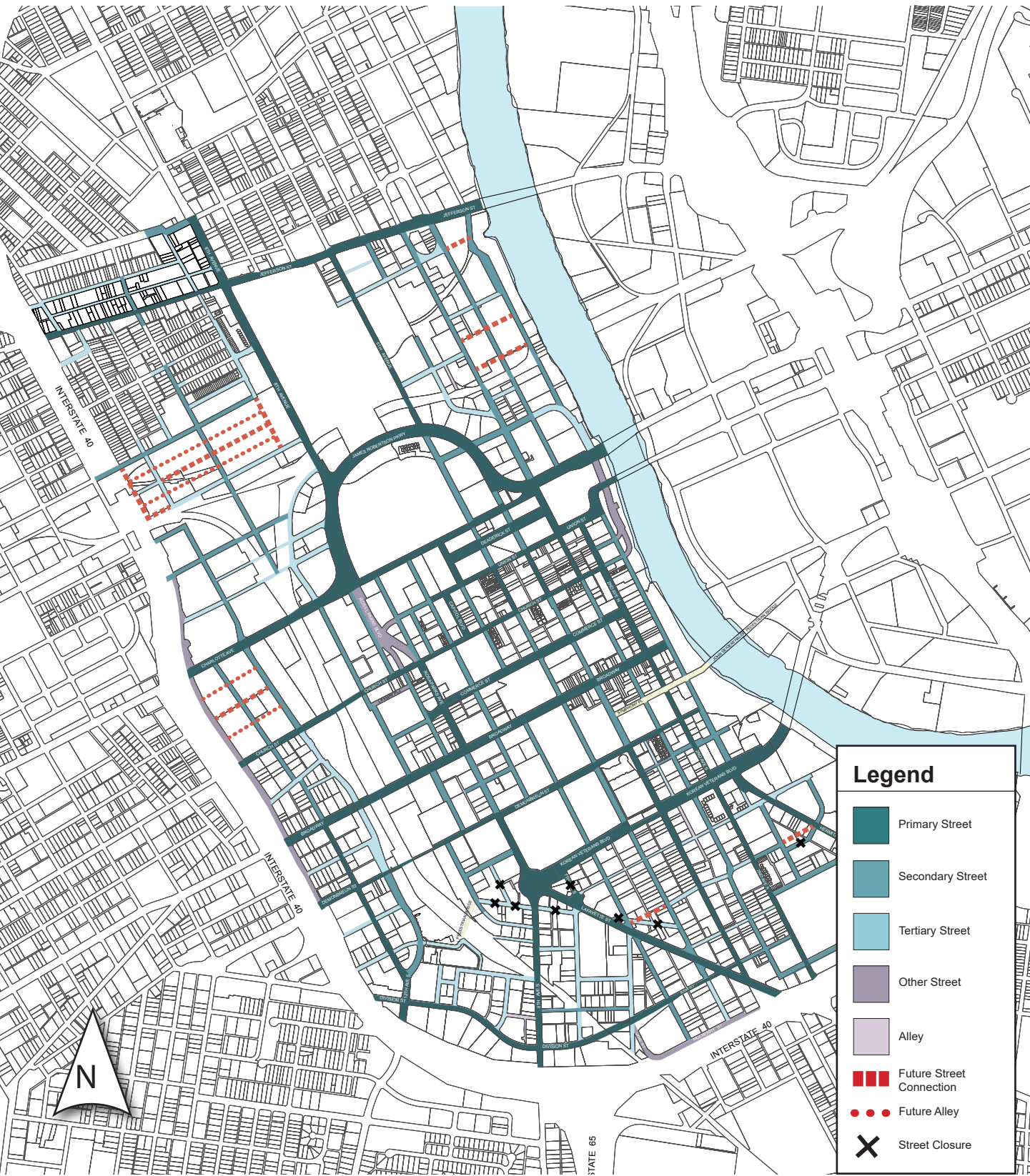
Uses Area boundaries are the same as Subdistrict boundaries. To determine the allowed land uses, locate the property on the Area Plan, and refer to the Area column on the Land Use Chart for the allowed uses.

Uses Permitted with Conditions or Permitted by Special Exceptions or Accessory shall follow the standards of Chapter 17.16. If standards within Chapter 17.16 and the DTC conflict, the stricter shall apply.



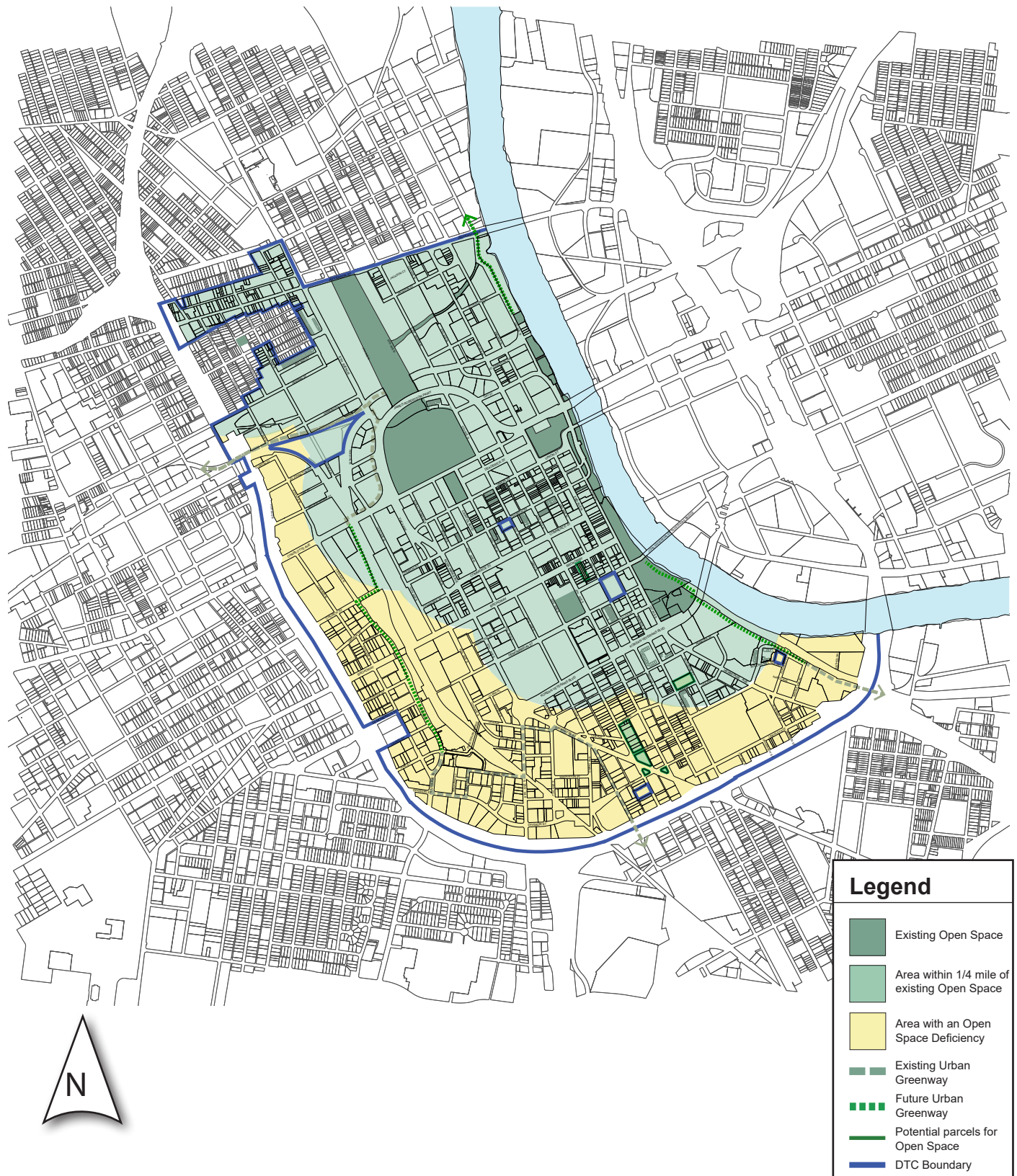
Section IV: General Standards

Future Streets Plan



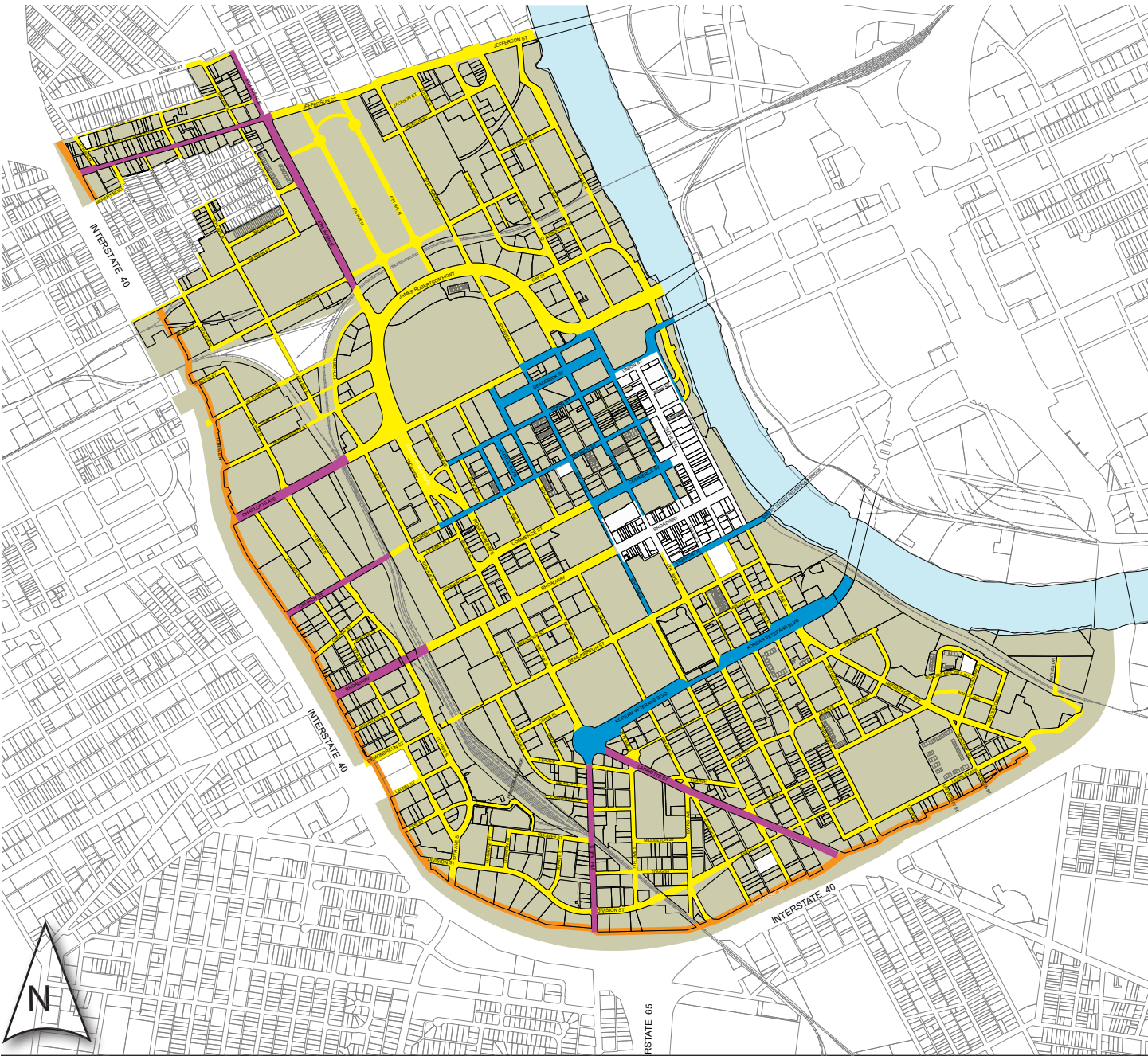
Section IV: General Standards

Open Space Plan







Section V: Sign Standards

Signs: Map of Street Types for Signage Standards



Legend

	Transitional Street		Interstate
	Pedestrian Street		Printers' Alley
	Gateway Street		Applicable properties

- New streets that are not in existence as of the adoption of this ordinance shall be categorized as Transitional Streets.
- Properties within an Historic Zoning Overlay and/or with SP zoning are not subject to the sign standards of DTC zoning.

2021Z-004PR-001

Map 081-16, Parcel(s) 508-509

Subarea 09, Downtown

District 19 (O'Connell)

Application fee paid by: Fee waived by Council

A request to rezone from RM20 to DTC zoning, and the Hope Gardens DTC subdistrict, for properties located at 1025 and 1029 11th Ave N, at the corner of Meharry Blvd and 11th Ave N (0.42 acres); and to update associated maps within Chapter 17.37 of the Zoning Code, to reflect the proposed DC and Hope Gardens subdistrict boundaries, requested by Councilmember Sharon Hurt, applicant; Mt. Zion Baptist Church, Trs, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-610, **Version:** 1

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 Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), all of which is described herein (Proposal No. 65-76P-003).

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 Planned Unit Development for property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (3 acres), being Part of Property Parcel No. 180 as designated on Map 032-00 and Part of Property Parcel No. 003 on Map 041-00 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.

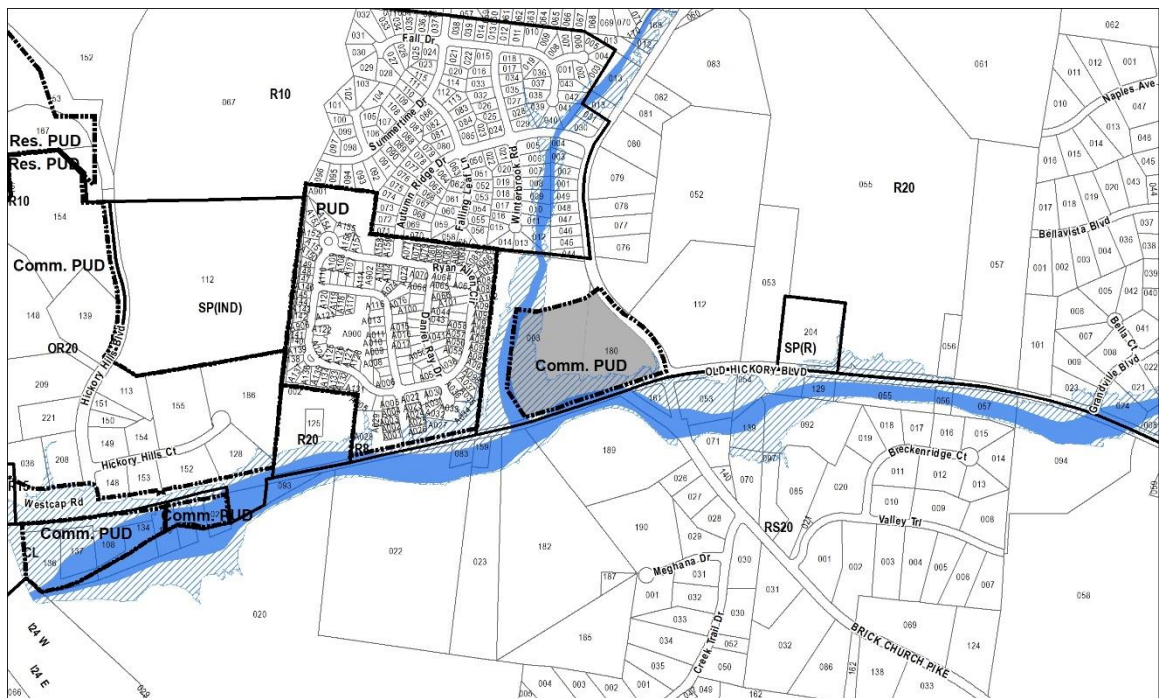
Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 032 and 41 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this 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 032, part of Parcel(s) 180; Map 041, part of Parcel(s) 003/Gordon F. McCammon and Robert C. Helson
Requested by: Councilmember Jennifer Gamble

65-76P-003
COMMERCIAL PUD (CANCEL)
Map 032, part of Parcel(s) 180
Map 041, part of Parcel(s) 003
Subarea 02, Parkwood - Union Hill
District 03 (Gamble)
Application fee paid by: Fee waived by Council

A request to cancel a Planned Unit Development for a portion of property located at Brick Church Pike (unnumbered), at the northwest corner of Old Hickory Boulevard and Brick Church Pike, zoned R20, (11.70 acres), requested by Councilmember Jennifer Gamble, applicant; Gordon F. McCammon and Robert C. Helson, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-611, **Version:** 1

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 309 Haynie Avenue, approximately 195 feet east of Brick Church Pike (0.18 acres), all of which is described herein (Proposal No. 2020Z-142PR-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 309 Haynie Avenue, approximately 195 feet east of Brick Church Pike (0.18 acres), being Property Parcel No. 004 as designated on Map 060-14 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 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 060-14, Parcel(s) 004/Start, LLC
Requested by: Crunk Engineering, LLC

2020Z-142PR-001

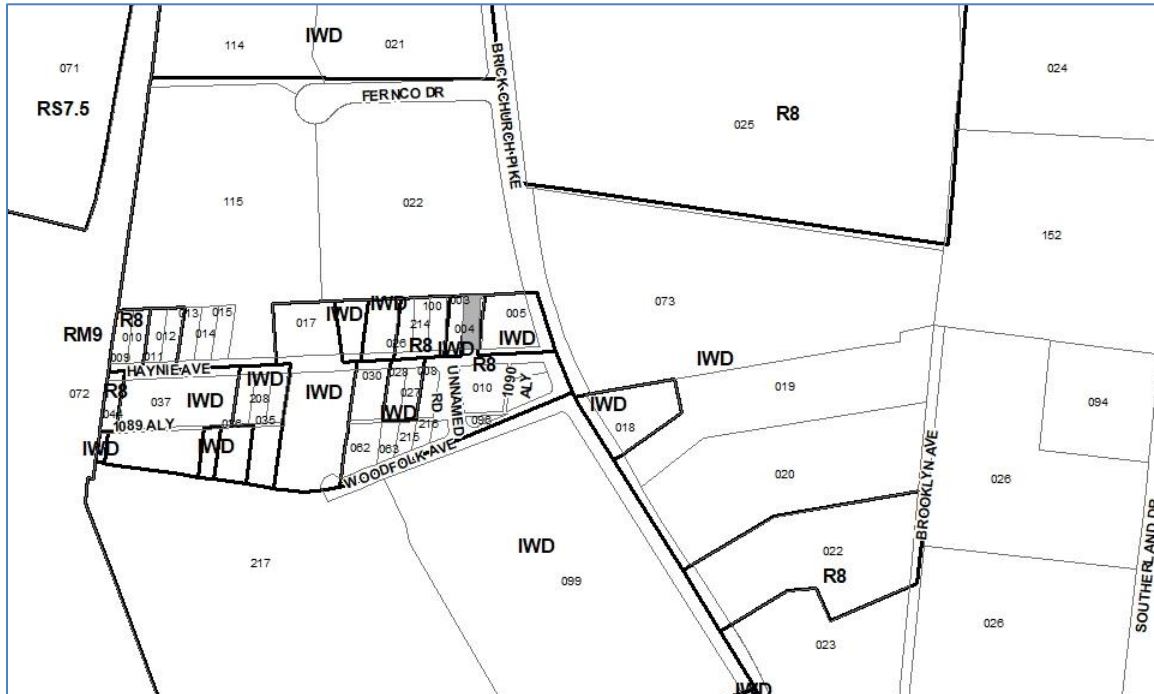
Map 060-14, Parcel(s) 004

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 02 (Toombs)

Application fee paid by: Will Crunk

A request to rezone from R8 to IWD zoning for property located at 309 Haynie Avenue, approximately 195 feet east of Brick Church Pike (0.18 acres), requested by Crunk Engineering, LLC, applicant; Start, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2020-632, Version: 1

A resolution exempting Karrington's Daiquiri Factory located at 1315 Lischey Avenue, from the minimum distance requirements for obtaining a beer permit pursuant to Section 7.08.090.E of the Metropolitan Code.

WHEREAS, Section 7.08.090.E of the Metropolitan Code provides that any restaurant or retail food store as defined therein shall be exempt from the minimum distance requirements set forth in subsection 7.08.090.A upon the adoption of a resolution, after a public hearing, by the Metropolitan Council receiving twenty-one (21) affirmative votes approving the exemption of the restaurant or retail food store from said minimum distance requirements; and

WHEREAS, Mr. Kennedy Johnson has filed an application with the Metropolitan Beer Board for an on-sale beer permit for Karrington's Daiquiri Factory located at 1315 Lischey Avenue and has requested a waiver of the minimum distance requirements pursuant to Section 7.08.090.E of the Metropolitan Code; and

WHEREAS, in accordance with Section 7.08.090.E of the Metropolitan Code, a public hearing was held at the November 17, 2020 meeting of the Metropolitan Council regarding the exemption of Karrington's Daiquiri Factory from the minimum distance requirements to obtain a beer permit.

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

Section 1. Pursuant to Section 7.08.090.E of the Metropolitan Code, the Metropolitan Council hereby approves the exemption of Karrington's Daiquiri Factory, located at 1315 Lischey Avenue from the minimum distance requirements for obtaining a beer permit.

Section 2. The Metropolitan Clerk is directed to send a copy of this Resolution to the Executive Director of the Metropolitan Beer Board.

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

Analysis

This resolution approves an exemption from the minimum distance requirements for obtaining a beer permit for Karrington's Daiquiri Factory located at 1315 Lischey Avenue.

The Metro Code of Laws (MCL) prevents a beer permit from being issued to any establishment located within 100 feet of a religious institution, school, park, daycare, or one- or two-family residence. However, several exceptions exist to the distance requirements. For example, facilities within the USD separated from these protected establishments by state or federal four-lane highways are exempt, as are retailer on-sale beer permit holders in MUL districts and events catered by holders of caterers' permits. (See, Code section 7.08.090(A)).

Additionally, the Code provides a mechanism to exempt (a) restaurants or (b) any retail food store from Metro's minimum distance requirements, allowing such facilities to obtain beer permits upon the adoption of a resolution by the Council. (See, Code section 7.08.090(E)). Restaurants are no longer required to have state

on-premises liquor consumption licenses in order to obtain such exemption.

Public hearings were held on this resolution at the November 17, 2020 and January 5, 2021 Council meetings.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-732, **Version:** 1

A resolution approving amendment fourteen to a grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-1909-DR-TN to complete repairs and/or replacement to facilities damaged during April and May 2010 flood.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Finance, previously entered into a grant agreement with the State of Tennessee, Tennessee Emergency Management Agency, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-1909-DR-TN to complete repairs and/or replacement to facilities damaged during April and May 2010 flood approved by RS2010-1489; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$8,854,662.65 from \$74,484,184.95 to \$83,338,847.60 and to increase the required cash match by \$466,034.87 from \$3,920,219.86 to \$4,386,254.73, a copy of which amendment fourteen is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that amendment fourteen be approved.

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

Section 1. That amendment fourteen to the grant by and between the State of Tennessee, Tennessee Emergency Management Agency, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Finance, to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-1909-DR-TN to complete repairs and/or replacement to facilities damaged during April and May 2010 flood, a copy of which amendment fourteen 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 a fourteenth amendment to a grant from the Tennessee Emergency Management Agency (TEMA) originally approved by RS2010-1489. The proceeds of this grant are used to provide public assistance pursuant to Presidential Disaster Declaration number FEMA-1909-DRTN to complete repairs and/or replacement to facilities damaged during the 2010 flood.

This grant amendment increases the amount of the grant by \$8,854,662.65 from \$74,484,184.95 to

\$83,338,847.60, and increases the required cash match by \$466,034.87 from \$3,920,219.86 to \$4,386,254.73. All other terms of the grant remain unchanged.

GRANT SUMMARY SHEET

Grant Name: Flood Public Assistance 10-20 Amendment 14

Department: FINANCE DEPARTMENT

Grantor: U.S. DEPARTMENT OF HOMELAND SECURITY

**Pass-Through Grantor
(If applicable):** TENN. EMERG. MGMT.

Total Award this Action: \$8,854,662.65

Cash Match \$466,034.87

Department Contact: Donna Foster
862-6121

Status: AMENDMENT

Program Description:

This will be in accordance with the Project Application Summary P.5 which identifies all projects as approved by the FEMA to complete repairs and/or replacement to facilities damaged as a result of the Presidential Disaster Declaration, FEMA-1909-DR-TN. Metro reserves the right to request amendments to the approved Project Worksheets (PW) at a future date. Amendment #14 increase award by \$8,854,662.65 from \$74,484,184.95 to new total of \$83,338,847.60. This amendment also increase the match requirement by \$466,034.87 from \$3,920,219.86 to a new total of \$4,386,254.73

Plan for continuation of services upon grant expiration:

Services will terminate upon expiration of the grant.

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	
FINANCE DEPARTMENT		015		Donna Foster		862-6121	
Grant Name:		Flood Public Assistance 10-20 Amendment 14					
Grantor:		U.S. DEPARTMENT OF HOMELAND SECURITY				Other:	
Grant Period From:		04/30/10		(applications only) Anticipated Application Date:			
Grant Period To:		04/29/25		(applications only) Application Deadline:			
Funding Type:		FED PASS THRU		Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:		TENN. EMERG. MGMT.		Outside Consultant Project:		<input type="checkbox"/>	
Award Type:		OTHER		Total Award:		\$8,854,662.65	
Status:		AMENDMENT		Metro Cash Match:		\$466,034.87	
Metro Category:		Est. Prior.		Metro In-Kind Match:			
CFDA #		97.036		Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					

This will be in accordance with the Project Application Summary P.5 which identifies all projects as approved by the FEMA to complete repairs and/or replacement to facilities damaged as a result of the Presidential Disaster Declaration, FEMA-1909-DR-TN. Metro reserves the right to request amendments to the approved Project Worksheets (PVW) at a future date. Amendment #14 increase award by \$8,854,662.65 from \$74,484,184.95 to new total of \$83,338,847.60. This amendment also increase the match requirement by \$466,034.87 from \$3,920,219.86 to a new total of \$4,386,254.73

Plan for continuation of service after expiration of grant/Budgetary Impact:
Services will terminate upon expiration of the grant.

How is Match Determined?
Fixed Amount of \$ or 5.0% % of Grant Other: ☐
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 47335 Business Unit 65530104
Is not budgeted? Proposed Source of Match: MWS
(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 5.25% Indirect Cost of Grant to Metro: \$4,913,202.23
*Indirect Costs allowed? ☐ Yes ☒ No % Allow. 0.00% 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? ☒
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	FY17	\$62,926,492.79	\$3,495,916.13		\$3,495,916.02	47335, 65530104		\$69,918,324.94	\$3,670,712.06	\$0.00
Yr 2	FY18	\$356,444.09	\$19,802.54		\$19,802.34			\$396,048.97	\$20,792.57	\$0.00
Yr 3	FY19	\$4,917,287.81	\$273,182.68		\$273,182.62			\$5,463,653.11	\$286,841.79	\$0.00
Yr 4	FY20	\$2,363,740.01	\$131,318.90		\$131,318.88			\$2,626,377.79	\$137,884.83	\$0.00
Yr 5	FY21	\$8,388,627.77	\$466,034.88		\$466,034.87			\$9,320,697.52	\$489,336.62	\$0.00
Total		\$78,952,592.47	\$4,386,255.13	\$0.00	\$4,386,254.73		\$0.00	\$87,725,102.33	\$4,913,202.23	\$0.00
Date Awarded:				12/30/20	Tot. Awarded:		\$8,854,662.65	Contract#:		34101-6116-14
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

GCP Rec'd
01/08/21

GCP Approved
01/08/21

VW



GRANT AMENDMENT

Agency Tracking # 34101-29721	Edison ID	Contract # 34101-6116	Amendment # 14		
Contractor Legal Entity Name METRO NASHVILLE-DAVIDSON COUNTY			Edison Vendor ID 4		
Amendment Purpose & Effect(s) INCREASE AWARD					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: 04/29/2025			
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$ 8,854,662.65		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2021	\$4,386,255.13	\$78,952,592.47			\$83,338,847.60
TOTAL:	\$4,386,255.13	\$78,952,592.47			\$83,338,847.60
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			<i>CPO USE</i>		
Speed Chart (optional)	Account Code (optional) 71301000				

**AMENDMENT FOURTEEN
OF GRANT CONTRACT 34101-6116**

This Grant Contract Amendment is made and entered by and between the State of Tennessee, Department of Military, Tennessee Emergency Management Agency, hereinafter referred to as the "State" and Metro Nashville-Davidson County, hereinafter referred to as the "Grantee." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed eighty-three million, three hundred thirty-eight thousand, eight hundred forty-seven dollars and 60/100 (\$83,338,847.60). The Grant Budget, attached and incorporated hereto as Attachment 1, shall constitute the maximum amount due the Grantee for all service and Grantee obligations hereunder. 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.
2. Grant Contract Attachment 1 is deleted in its entirety and replaced with the new Attachment 1 attached hereto.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Grant Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

METRO NASHVILLE-DAVIDSON COUNTY:

GRANTEE SIGNATURE

DATE

JOHN COOPER, MAYOR

PRINTED NAME AND TITLE OF GRANTEE SIGNATORY (above)

DEPARTMENT OF MILITARY, TENNESSEE EMERGENCY MANAGEMENT AGENCY:

**SIGNATURE PAGE
FOR**

GRANT NO. Flood Public Assistance 10-20 Amendment 14

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

"See signature below"

Finance Department

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

"See previous page"

John Cooper
Metropolitan Mayor

Date

ATTEST:

Metropolitan Clerk

Date

**JEFFREY H. HOLMES, THE ADJUTANT GENERAL,
MILITARY DEPARTMENT**

DATE

**I certify that this entity meets Civil Rights
Title VI compliance.**

Signature

Date

Reviewed by Dept. of Military Civil Rights Title VI Officer

ATTACHMENT 1

Page 1

GRANT BUDGET				
GRANTEE NAME: METRO NASHVILLE-DAVIDSON COUNTY PRESIDENTIAL DECLARATION FEMA-1909-DR-TN FOR SEVERE STORMS, FLOODING, STRAIGHT-LINE WINDS AND TORNADOES IN APRIL AND MAY 2010.				
The grant budget line-item amounts below shall be applicable only to expense incurred during the following Applicable Period: BEGIN: 04/30/2010 END: 04/29/2025				
POLICY 03 Object Line-item Reference	EXPENSE OBJECT LINE-ITEM CATEGORY ¹	GRANT CONTRACT	GRANTEE MATCH	TOTAL PROJECT
1. 2	Salaries, Benefits & Taxes	0.00	0.00	0.00
4, 15	Professional Fee, Grant & Award ²	83,338,847.60	4,386,254.73	87,725,102.33
5, 6, 7, 8, 9, 10	Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	0.00	0.00	0.00
11. 12	Travel, Conferences & Meetings	0.00	0.00	0.00
13	Interest ²	0.00	0.00	0.00
14	Insurance	0.00	0.00	0.00
16	Specific Assistance To Individuals	0.00	0.00	0.00
17	Depreciation ²	0.00	0.00	0.00
18	Other Non-Personnel ²	0.00	0.00	0.00
20	Capital Purchase ²	0.00	0.00	0.00
22	Indirect Cost	0.00	0.00	0.00
24	In-Kind Expense	0.00	0.00	0.00
n/a	Grantee Match Requirement (for any amount of the required Grantee Match that is <u>not</u> specifically delineated by budget line-items above)	0.00	0.00	0.00
25	GRAND TOTAL	83,338,847.60	4,386,254.73	87,725,102.33

¹ 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: <http://www.state.tn.us/finance/act/documents/policy3.pdf>).

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

³ A Grantee Match Requirement is detailed by this Grant Budget, and the maximum total amount reimbursable by the State pursuant to this Grant Contract, as detailed by the "Grant Contract" column above, shall be reduced by the amount of any Grantee failure to meet the Match Requirement.

ATTACHMENT 1

Page 2

GRANT BUDGET LINE-ITEM DETAIL:

PROFESSIONAL FEE, GRANT & AWARD	AMOUNT
APPLICANT ID: 037-52004-00 Small and Large Projects	78,952,592.47
STATE SHARE:	4,386,255.13
TOTAL	83,338,847.60

Capture Date: 12/11/2020 14:43				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-1909-DR-TN				
Number of Records: 1				
Applicant ID: 037-52004-00 Bundle # : PA-04-TN-1909- State-0248(244)		Applicant: NASHVILLE-DAVIDSON		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-1909-PW-05360(2)	F	N	11-04-2011	(260,159.38)
Facility Number:	1			
Facility Name:	Vandiver, Penn Meade, Berwick Trail, Bonnafair Sewage Pump Stations			
Location:				
Scope of Work:	<p>*****Version One: This version is to process the applicant's request to add a hazard mitigation proposal as a result of the damages at the Bonnafair Sewage Pump Station. The applicant has also provided a BCA which is attached. The applicant would like to move forward with replacement of existing suction lift pumps with wet pit submersible pumps. This work involves cutting two 4' x 4' openings in the floor slabs for removal of the existing pumps and installation of the new pumps. The slab openings will be replaced with access covers. New routing of cable and reconnection of piping is included as a necessary component of the flood mitigation. A new pull box for the pump power and sensor cables will be installed above the existing MCC panel so that floodwaters will not be able to infiltrate the conduit and damage the pumps. All existing electrical junction boxes will be relocated to two feet above the flood level as well. The applicant would also like to construct a new 26' x 12' electrical building adjacent to the existing pump station with a floor slab elevation of 432.25. The structure will house a new 600 amp service disconnect, new 600 amp transfer switch, and all existing electrical equipment currently located in the existing pump station. Routing and reconnection of new wiring will be included as a necessary part of the mitigation project. Access stairs and platform will be provided for entrance in and out of the facility. Mitigation also includes a new concrete generator pad that will be installed to support the new generator. The generator will be elevated to the flood of record elevation. Stairs and a platform will be constructed on each side of the pad for access. This Hazard Mitigation does not appear to be cost effective nor does it appear to be 406 mitigation as the applicant discusses new construction of a new electrical building.</p> <p>*****Version 2: Insurance Review*****</p> <p>This version was created for an insurance adjustment as a result of an insurance reconciliation that was prompted by OIG Audit # OIG-19-09.</p>			
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)	
Amount Eligible (\$)	(260,159.38)	0.00	(260,159.38)	
Federal Share (\$)	(234,143.44)	0.00	(234,143.44)	

Report Generated on:	12/11/2020 14:47
Data Captured As Of:	12/11/2020 14:47
Disaster Number:	1909
Bundle:	PA-04-TN-1909-State-0252
Applicant:	037-52004-00

Capture Date: 12/11/2020 14:47				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-1909-DR-TN				
Number of Records: 1				
Applicant ID: 037-52004-00 Bundle # : PA-04-TN-1909-State-0252(248)		Applicant: NASHVILLE-DAVIDSON		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-1909-PW-05597(4)	F	N	11-04-2011	9,256,712.00
Facility Number:	1			
Facility Name:	Secondary Treatment and Contents			
Location:				
Scope of Work:	<p>****Version 4 - First Appeal Determination****</p> <p>FEMA has reviewed the Subgrantee's revised benefit cost analysis (BCA) submitted on or about April 5, 2019 based on a new Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM). The revised BCA analyzes multiple events including the 100-year, 500-year, and the 2010 flood. Accordingly, FEMA finds that the HMP is cost-effective to protect the Dry Creek Wastewater Treatment Plant up to the 500-year flood elevation. Noting such, other eligibility requirements have not yet been evaluated. Consequently, in accordance with FEMA Recovery Policy RP9526.L, Hazard Mitigation Funding Under Section 406 (Stafford Act), FEMA must review the HMP for technical feasibility and compliance with statutory, regulatory and executive order requirements, as well as ensure that the proposed HMP does not cause a negative impact to the facility's operation, surrounding areas, or susceptibility to damage from another hazard. Funding of this 406 mitigation proposal is contingent upon meeting these requirements.</p>			
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)		Total (\$)
Amount Eligible (\$)	9,256,712.00	0.00		9,256,712.00
Federal Share (\$)	8,331,040.80	0.00		8,331,040.80

Report Generated on:	12/11/2020 14:49
Data Captured As Of:	12/11/2020 14:49
Disaster Number:	1909
Bundle:	PA-04-TN-1909-State-0254
Applicant:	037-52004-00

Capture Date: 12/11/2020 14:49				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-1909-DR-TN				
Number of Records: 1				
Applicant ID: 037-52004-00 Bundle # : PA-04-TN-1909-State-0254(250)		Applicant: NASHVILLE-DAVIDSON		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-1909-PW-05522(3)	E	N	11-04-2011	(36,868.00)
Facility Number:	1			
Facility Name:	WATER PROCESSING / FILTER BUILDING			
Location:				
Scope of Work:	Version 3: This version is to de-obligate funding related to OIG Audit #OIG-19-09 recommendation #2 related to inadequate documentation to support costs. Please see attached audit page 6 of 18 regarding the finding. Once the work is completed for the entire project, the request for final inspection will be submitted by the State. If the Applicant is able to provide documentation during final inspection, FEMA will review the costs based on any additional documentation submitted.			
1 PW		PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)		(36,868.00)	0.00	(36,868.00)
Federal Share (\$)		(33,181.20)	0.00	(33,181.20)

Report Generated on:	12/11/2020 14:51
Data Captured As Of:	12/11/2020 14:51
Disaster Number:	1909
Bundle:	PA-04-TN-1909-State-0255
Applicant:	037-52004-00

Capture Date: 12/11/2020 14:51				
Federal Emergency Management Agency				
Project Application Grant Report (P.2)				
Disaster: FEMA-1909-DR-TN				
Number of Records: 1				
Applicant ID: 037-52004-00 Bundle # : PA-04-TN-1909- State-0255(251)		Applicant: NASHVILLE-DAVIDSON		
PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-04-TN-1909-PW-05486(2)	F	N	11-04-2011	361,012.90
Facility Number:	1			
Facility Name:	McCory Creek Sewer Pump Station			
Location:				
Scope of Work:	**** Version 2 **** This version has been prepared to document the Subgrantee's costs incurred to complete the work associated with PW 5486 that were identified at the final inspection. FIR Complete.			
1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)		Total (\$)
Amount Eligible (\$)	361,012.90	0.00		361,012.90
Federal Share (\$)	324,911.61	0.00		324,911.61

Federal Award Identification Worksheet

ATTACHMENT 2

Subrecipient's name (must match registered name in DUNS)	Nashville-Davidson County
Subrecipient's DUNS number	078217668
Federal Award Identification Number (FAIN)	FEMA-1909-DR-TN
Federal Award Date	5/4/2010
CFDA number and name	97.036 - Public Assistance Grants
Grant contract's begin date	4/30/2010
Grant contract's end date	4/29/2025
Amount of federal funds obligated by this grant Contract	\$78,952,592.47
Total amount of federal funds obligated to the subrecipient	Consolidated data not available
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$229,170,797.06
Name of federal awarding agency	Federal Emergency Management Agency
Name and contact information for the federal awarding official	Gracia Szczech Regional Administrator FEMA Region IV 3005 Chamblee-Tucker Road Atlanta, Georgia 30341
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)	N/A



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-733, Version: 1

A resolution authorizing the Metropolitan Mayor to submit the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan to the 2018-2023 Consolidated Plan for Housing and Community Development to the U.S. Department of Housing and Urban Development (HUD).

WHEREAS, The Coronavirus Aid, Relief and Economic Security (CARES) Act Public Law 116-136 signed on March 27, 2020, authorized a special allocation of funding for the Community Development Block Grant (CDBG-CV) and other programs to be used to respond to the Coronavirus outbreak; and

WHEREAS, by Resolution R94-1326, the Metropolitan Council designated the Metropolitan Development and Housing Agency ("MDHA") as the lead agency responsible for the preparation of the Five Year Consolidated Plan for Housing and Community Development for The Metropolitan Government of Nashville and Davidson County; and

WHEREAS, Metro Nashville-Davidson County received notification on September 11, 2020 that we would receive \$5,940,972 in CDBG-CV dollars from round three (3) of CARES Act funds to prevent, prepare for and respond to the Coronavirus outbreak in Metro Nashville-Davidson County; and

WHEREAS, in accordance with HUD guidance, MDHA has prepared the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan of 2018-2023 Consolidated Plan for Housing and Community Development to allocate the round (3) CDBG-CV funds to eligible activities to be used to mitigate the impacts of the Coronavirus; and

WHEREAS, this Nashville-Davidson CARES Act Substantial Amendment 2 has been prepared by MDHA in accordance with CARES Act regulations regarding citizen participation and in consultation with a variety of public and private agencies and concerned individuals; and

WHEREAS, the public comment period for the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 of the 2018-2023 Consolidated Plan began on December 18 and concluded on December 30, 2020, and a virtual public hearing was held during the public comment period on December 22, 2020; and

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

Section 1. The Metropolitan Council adopts the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan of the 2018-2023 Consolidated Plan for Housing and Community Development, attached hereto and made part of this Resolution, and that the Metropolitan Mayor is authorized to submit the Substantial Amendment 2 and Annual Update to HUD; and

Section 2. That the Nashville-Davidson CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan of the 2018-2023 Consolidated Plan for Housing and Community Development, describes the use of round three (3) of CDBG-CV CARES Act funds to be used prevent, prepare for and respond to the Coronavirus (COVID-19) , is attached hereto and made a part of this Resolution.

Section 3. That the Metropolitan Development and Housing Agency is authorized to administer the

Consolidated Plan on behalf of the Metropolitan Government of Nashville and Davidson County; and.

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

Analysis

This resolution approves the CARES Act Substantial Amendment 2 to the 2019-2020 Annual Action Plan of the 2018-2023 Consolidated Plan for Housing and Community Development, and authorizes the Mayor submit the Substantial Amendment 2 and Annual Update to HUD.

The Metropolitan Development and Housing Agency (MDHA) is designated as the lead agency for creating and administering the Consolidated Plan, including funds allocated through the CARES Act. Metro received notification on September 11, 2020 that Metro would receive \$5,940,972 in Community Development Block Grant (CDBG-CV) dollars from round three of CARES Act funds to prevent, prepare for, and respond to the Coronavirus outbreak in Nashville.

Pursuant to this Consolidated Plan amendment, these additional funds will be used as follows:

- \$700,000 to reimburse Metro for allowable cost associated with opening and operating a shelter at the Fairgrounds for the homeless, and opening a second shelter for homeless women at the Municipal Auditorium
- \$4,646,875 to make grants and/or loans to acquire and/or rehabilitate properties to be used as permanent supportive housing for the homeless population
- \$594,097 for program oversight and administration thru June 2026

In order to expedite the Action Plan amendment, HUD granted a waiver of the 30 day public comment requirement and reduced the public comment period to five days. MDHA solicited public comments, and a virtual public hearing was held on December 22, 2020.

METROPOLITAN NASHVILLE-DAVIDSON COUNTY, TENNESSEE

**THE NASHVILLE-DAVIDSON CARES ACT
SUBSTANTIAL AMENDMENT 2
TO THE
2019-2020 ANNUAL UPDATE
TO THE
2018-2023 CONSOLIDATED PLAN
(2019 ACTION PLAN – PROGRAM YEAR 2)**

Prepared by:

Metropolitan Development and Housing Agency
701 South Sixth Street
Nashville, Tennessee 37206



On Behalf of:

The Metropolitan Government of
Nashville and Davidson County
January 4, 2021



Substantial Amendment 2 to the 2019-2020 Annual Update

to the 2018-2023 Consolidated Plan

(2019 Action Plan – Program Year 2)

Executive Summary **ES1**

Action Plan **AP1**

Appendices:

Appendix A – Public Notice

Appendix B – Summary of Comments and Responses

Appendix C – CDBG-Round 3 CARES Act Allocation Letter

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Coronavirus Aid, Relief and Economic Security (CARES) Act Public Law 116-136 was signed by President Trump on March 27th, 2020. The Act identified additional funds from Community Planning and Development (CPD) programs administered by The U. S. Department of Housing and Urban Development (HUD), such as Community Development Block Grant (CDBG-CV), to be used to respond to the Coronavirus outbreak. HUD's distribution plan for this additional funding included multiple phases; an initial phase to allow quick access to funding to address the immediate crisis of the rising pandemic and later phases to support on-going pandemic prevention and recovery efforts.

The Metropolitan Development and Housing Agency (MDHA) is designated as the lead agency for the development and administration of the Consolidated Plan and its' related programs, including funds provided via the CARES Act. Within MDHA, these functions are undertaken by the Community Development Department.

To expedite access to the initial and subsequent CARES funding allocations, HUD directed Grantees to prepare substantial amendments to their latest, approved action plan, which was the 2019-2020, Program Year (PY), Action Plan (AP) for Metro Nashville-Davidson County, to allocate the funds to eligible activities/projects. This Nashville-Davidson CARES Act substantial amendment 2 to the 2019-2020, Program Year (PY) 2, Action Plan (AP) incorporates the CDBG-CV, CARES Act funding being received in the round three (3) allocation, describes the projects/activities for use of the funds, methods to distribute the funds, and serves as Metro Nashville's application to access the funds.

HUD guidance for accessing CARES funds allowed grantees to amend their Consolidated Plan, Citizen Participation Plan to allow a five (5) day public comment period in order to access the funds as quickly as possible. Therefore, concurrent with Nashville-Davidson CARES Act substantial amendment 1 to the 2019-2020 AP, MDHA prepared substantial amendment 3 to the 2018-2023 Consolidated Plan that amended the Citizen Participation Plan to allow this expedited public comment period.

Metro Nashville-Davidson County received notification on September 11, 2020 that we would receive \$5,940,972 in CDBG-CV dollars from round three (3) of CARES Act funds to prevent, prepare for and respond to the Coronavirus outbreak in Metro Nashville-Davidson County. A copy of this award letter is included in Appendix C of this amended

action plan. This Nashville-Davidson CARES Act substantial amendment 2 to the 2019-2020, Program Year (PY) 2, Action Plan (AP) allocates the CARES Act, CDBG-CV funds from the round three (3) allocation to the following eligible activities:

- \$700,000 - to be used to reimburse Metro Nashville for allowable cost associated with opening and operating a social distancing shelter at the Metro Nashville Fairgrounds on March 26, 2020 for the homeless; opening and operating a separate isolation/quarantine shelter at the Fairgrounds in early April 2020 for the homeless, and opening a second social distancing shelter for homeless women at the Municipal Auditorium on June 22, 2020. The purpose of opening and operating these shelters was to allow social distancing in the local homeless shelter system and to offer safe isolation quarters for people experiencing homelessness who tested positive for COVID and not sick enough to be hospitalized or awaiting test results, but did not have an option to self-isolate safely.
- \$4,646,875 – to make grants and/or loans to assist nonprofit and for profit entities to acquire and/or rehabilitate properties, to be used as permanent supportive housing for the homeless population. Funds can also be used for ancillary activities, as applicable, such as relocation and project delivery costs. The percentage of units occupied by LMI will be in accordance with the CDBG regulations at 24 CFR, part 570.208(a)(B)(3)(i)(B) and (C).for housing activities. Funds will be awarded through a competitive RFA process.
- \$594,097 – 10% of the CDBG-CV round 3 allocation to be used for program oversight and administration thru June 2026. Activities include monitoring, reporting, program evaluation, fair housing activities, and the development of the Consolidated Plan and annual updates and amendments. Planning includes studies, analysis, data gathering, and preparation of plans to help prevent, prepare for and respond to the coronavirus pandemic (COVID-19).

2. Summary of the objectives and outcomes identified in the Plan

As part of substantial amendment 3 to the 2018-2023 Consolidated Plan, MDHA added a 7th priority goal to the Strategic Plan of Disaster Mitigation/Recovery in response to COVID-19 to be used to track outcomes for activities related to COVID-19, as needed, through the remaining time covered by the plan.

The priority goal of Disaster/Mitigation/Recovery in response to COVID-19 includes the priority needs listed below for the COVID-19 response and implementation. Projects and activities funded via round three (3) of the CDBG-CV of the CARES Act dollars were established based on input from community stakeholders and are shown in the AP20, AP35 and AP38 sections of this substantial amendment 2.

- COVID-19 Prevention Measure Opportunities
- COVID-19 Mitigation Preparation Opportunities
- COVID-19 Mitigation Response Opportunities
- COVID-19 Specific Administration and Planning

Specific objectives related to each COVID-19 goal are discussed in Section AP 20 of this substantial amendment 2.

3. Summary of citizen participation process and consultation process

To ensure the activities and use of round three (3) CDBG-CV CARES Act funds best align with the needs of the community, considering funding constraints and resources anticipated to be available from other resources, MDHA consulted with Metro Departments and various agencies in the community providing services to respond to the Coronavirus to obtain input prior to preparing this substantial amendment 2.

To determine the best use of the round three (3) of the CDBG-CV funds, MDHA worked with representatives from the Mayor's office, the Metro Homeless Planning Council and Metro Nashville's Office of Emergency Management to determine local needs that were eligible for funding and/or reimbursement from CDBG-CV funds that would not be funded from other resources such as FEMA, TEMA, etc. See number 1. in the PR-15, Executive Summary section of this Nashville-Davidson CARES Act substantial amendment 2 to the 2019-2020 AP for additional detail.

4. Summary of public comments

A summary of public comments on the draft substantial amendment 2 to the 2019 Action Plan received at the virtual public hearing held on December 22, 2020 is provided in Appendix B.

5. Summary of comments or views not accepted and the reasons for not accepting them

A summary of public comments or views received during the public hearing that were not accepted and the reasons for not accepting them is included in summary of public comments (Appendix B).

6. Summary

The Coronavirus Pandemic has wreaked havoc on residents of Metro Nashville-Davidson County with the following statistics reported as of **December 17, 2020**:

- Metro Public Health Department (MPHD) officials announced a total number of 58,939 confirmed cases of coronavirus disease (COVID-19) in Nashville/Davidson County.
- A total of 418 people have died after a confirmed case of COVID-19.
- 52,459 individuals have recovered from the virus.

The economic toll for Metro Nashville-Davidson County is yet to be quantified, with the loss of revenue from shuttered businesses, not to mention lost revenue from multiple cancelled events such as the South Eastern Conference (SEC) Basketball Tournament, concerts, etc. All of these closings and cancelations have resulted in lost wages to income earners in all categories, however, those in the restaurant and hospitality service industry have been hit particularly hard.

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

MDHA is responsible for preparing the Consolidated Plan and amendments thereto and the administration of each grant program and funding source, including the funding provided via the CARES Act.

Agency Role	Name	Department/Agency
CDBG-CV Administrator	NASHVILLE-DAVIDSON	MDHA Community Development Department

Table 1 – Responsible Agencies

Narrative

By Resolution R94-1326, the Metropolitan Council designated MDHA as the lead agency responsible for the development and administration of the Consolidated Plan and its related grant programs. These functions are undertaken by MDHA's Community Development Department.

Consolidated Plan Public Contact Information

Emel Alexander, Director of Community Development
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For comments and general inquiries:
consolidatedplan@nashville-mdha.org

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

See number 1. In the ES-05, Executive Summary section of this Nashville-Davidson CARES Act substantial amendment 2 to the 2019-2020 AP.

PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

Metro Nashville's 2018-2023 Consolidated Plan was finalized after an extensive Citizen's Participation process consisting of five (5) Consolidated Plan Workgroup meetings, seven (7) community meetings/public input sessions, and 13 stakeholder consultations, with 181 persons and 84 agencies/groups/organizations participating in the development of the final plan to ensure it truly addressed the needs in Metro Nashville. Three (3) of the priorities identified in the plan are to:

- Increase the number of decent, safe affordable units and help low and moderate income households access affordable;
- Preserve existing affordable housing units and help low and moderate income households retain housing; and
- Support facilities and services for the homeless and persons with HIV/AIDS.

Page SP48 of the SP-60 Homeless Strategy section of the Consolidated Plan provides the following: "The most urgent strategy is to develop low-income affordable housing and expand support services for the most vulnerable populations to avoid their return to homelessness." This section of the Consolidated Plan goes on to elaborate that the Nashville community identified the need for more investment in numerous programs to support the homeless population, one being Permanent Supportive Housing.

To further support the need for additional permanent supportive housing, the CoC Performance report for 2019 showed a decrease in bed inventory and while the overall homeless count decreased, the number of unsheltered remained the same. The 2019 CoC Performance report doesn't include data for 2020, but with COVID-19 there will likely be an increase of unsheltered homeless with no increase in permanent inventory.

Additionally, comments on the draft substantial amendment 2 to the 2019 Action Plan were obtained during the public comment period (December 18 through December 30, 2020) and at the virtual public hearing that was held on December 22, 2020. Details about the public hearing are provided in the Public Notice provided in Appendix A of this substantial amendment 2.

Following the conclusion of the Public Comment Period, substantial amendment 2 to the 2019 Action Plan incorporating the CDBG-CV round three (3) of CARES Act funding will be presented to the Metropolitan Council for approval, prior to submittal to HUD.

The Public Notice was advertised in *The Tennessean*, *The Tribune*, and *El Crucero* (a Spanish newspaper). In addition, the Notice was posted at MDHA's website (www.nashville-mdha.org). A copy of the notice is provided in Appendix A. The Notice was widely distributed via email to over 800 partners, government officials, nonprofit organizations, businesses, neighborhood groups, and citizens, whose email addresses have been provided to MDHA, and was sent to the Mayor's Office, and Members of the Metro Council. The public comment period, public hearing and reminders were publicized via MDHA's social media outlets. The public comment period opened on December 18 and ran through December 30, 2020. A virtual public hearing was held on December 22, 2020.

Comments on the draft substantial amendment 2 to the 2019 Action Plan obtained during the public comment period are provided in Appendix B.

Reasonable Accommodation

Information on how persons with disabilities or sensory impairments or in need of translation services could request accommodation was provided in the Public Notice and posted on the Consolidated Plan webpage in Spanish, Chinese, Vietnamese, Arabic, and Somali. MDHA will make every effort to accommodate reasonable requests.

The results of these outreach efforts are summarized in the following Table.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/ attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad (The Tennessean)	Non-targeted/broad Community	N/A	N/A	N/A	
2	Newspaper Ad (The Tribune)	Minorities	N/A	N/A	N/A	
3	Newspaper Ad (El Crucero)	Non-English Speaking (Spanish)	N/A	N/A	N/A	
4	Internet Outreach (MDHA Website)	Non-targeted/broad Community	N/A	N/A	N/A	www.nashville-mdha.org
5	Internet Outreach (Social Media)	Non-targeted/broad Community	N/A	N/A	N/A	
9	Virtual Public Hearing December 22, 2020	Non-targeted/broad community	See Appendix B	See Appendix B	See Appendix B	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

HUD released round three (3) of the CDBG-CV CARES Act allocation on September 11, 2020. The amounts listed in the table below is based on the round three (3) CDBG-CV allocation. CDBG Program Income (PI) is estimated at 0 for the round three (3) CDBG-CV allocation.

Anticipated Resources

Program	Source of Funds	Use of Funds	Round 3 Allocation - \$	Program Income \$	Prior Year Resources \$	Total \$	Expected Amount \$ Available Remainder of Con Plan	Narrative Description
CDBG-CV	Public Federal	Public Services, Housing, Admin	\$5,940,972	\$0	\$0	\$5,940,972	\$0	Amount based on September 11, 2020 Round 3 CDBG-CV Allocation

Table 56 - Expected Resources – Priority Table

SP-25 Priority Needs - 91.215(a)(2) Priority

Needs Table 50 –

Priority Needs Summary

10 Priority Need Name COVID-19 Prevention Measure Opportunities

Priority Level - High

Population- Extremely Low, Low, Moderate, Large Families, Families with Children, Elderly, Chronic Homelessness Individuals, Families with Children, Mentally Ill, Chronic Substance Abuse, Veterans, Elderly, Frail Elderly, Persons with Mental Disabilities, Persons with Physical Disabilities, Persons with Developmental Disabilities, Persons with Alcohol or Other Addictions

Geographic Areas Affected Countywide

Associated Goals Disaster Mitigation/Recovery in response to COVID-19

Description In order to prevent, prepare for and respond to the Coronavirus outbreak as a condition of the CARES Act, additional priority need and goals have been added to the Consolidated Plan and 2019 Action Plan to address the concerns.

Basis for Relative Priority This is a new priority added to the Consolidated Plan as a result of the Coronavirus (COVID-19)

11 Priority Need Name COVID-19 Mitigation Preparation Opportunities

Priority Level - High

Population- Extremely Low, Low, Moderate, Large Families, Families with Children, Elderly, Chronic Homelessness Individuals, Families with Children, Mentally Ill, Chronic Substance Abuse, Veterans, Elderly, Frail Elderly, Persons with Mental Disabilities, Persons with Physical Disabilities, Persons with Developmental Disabilities, Persons with Alcohol or Other Addictions

Geographic Areas Affected Countywide

Associated Goals Disaster Mitigation/Recovery in response to COVID-19

Description In order to prevent, prepare for and respond to the Coronavirus outbreak as a condition of the CARES Act, additional priority need and goals have been added to the Consolidated Plan and 2019 Action Plan to address the concerns.

Basis for Relative Priority This is a new priority added to the Consolidated Plan as a result of the Coronavirus (COVID-19)

12 Priority Need Name COVID-19 Mitigation Response Opportunities

Priority Level - High

Population- Extremely Low, Low, Moderate, Large Families, Families with Children, Elderly, Chronic Homelessness Individuals, Families with Children, Mentally Ill, Chronic Substance Abuse, Veterans, Elderly, Frail Elderly, Persons with Mental Disabilities, Persons with Physical Disabilities, Persons with Developmental Disabilities, Persons with Alcohol or Other Addictions

Geographic Areas Affected Countywide

Associated Goals Disaster Mitigation/Recovery in response to COVID-19

Description In order to prevent, prepare for and respond to the Coronavirus outbreak as a condition of the CARES Act, additional priority need and goals have been added to the Consolidated Plan and 2019 Action Plan to address the concerns.

Basis for Relative Priority This is a new priority added to the Consolidated Plan as a result of the Coronavirus (COVID-19)

13 Priority Need Name COVID-19 Specific Administration and Planning

Priority Level - High

Population- Extremely Low, Low, Moderate, Large Families, Families with Children, Elderly, Chronic Homelessness Individuals, Families with Children, Mentally Ill, Chronic Substance Abuse, Veterans, Elderly, Frail Elderly, Persons with Mental Disabilities, Persons with Physical Disabilities, Persons with Developmental Disabilities, Persons with Alcohol or Other Addictions

Geographic Areas Affected Countywide

Associated Goals Disaster Mitigation/Recovery in response to COVID-19

Description In order to prevent, prepare for and respond to the Coronavirus outbreak as a condition of the CARES Act, additional priority need and goals have been added to the Consolidated Plan and 2019 Action Plan to address the concerns.

Basis for Relative Priority This is a new priority added to the Consolidated Plan as a result of the Coronavirus (COVID-19)

SP-45 Goals Summary – 91.215(a)(4)

Goal 7 listed in the following table has been added as an additional five year goal of the 2018-2023 Consolidated Plan

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Disaster Mitigation Recovery/ Response to COVID-19	2020	2021	Public Services	Countywide	COVID-19 Mitigation Response Opportunities	\$700,000	Homeless Persons – Shelter Operations – approximately 600 persons
7	Disaster Mitigation Recovery/ Response to COVID-19	2021	2026	Housing	Countywide	COVID-19 Prevention Response Opportunities	\$4,646,875	Permanent Supportive Housing for Homeless Persons – 10 to 25 units
7	Disaster Mitigation Recovery/ Response to COVID-19	2021	2026	Administration & Planning	Countywide	COVID-19 Specific Administration and Planning	\$594,097- from CDBG-CV round 3	N/A – 10% of round 3 CDBG-CV allocation for program oversight, monitoring activities thru June 2026

Table 57 – Goals Summary

AP-35 Projects – 91.220(d) Introduction

Projects

The following are proposed projects to be undertaken with Round 3 CDBG-CV CARES Act utilizing 2020 allocations.

#	Project Name
27	CDBG-CV - Administration & Planning
31	CDBG-CV – Public Services – Homeless Shelter Operations
32	CDBG-CV – Acquisition/Rehab/Ancillary Activities to provide Permanent Supportive Housing for the Homeless

Table 58 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding priorities for CDBG-CV Round 3 CARES Act funds were established after community input based on underserved needs.

Not only are funding priorities intended to address underserved needs as identified through public input, they are designed for implementation to be feasible and effective.

AP-38 Project Summary

Project Summary Information

27	PROJECT NAME	CDBG-CV ADMIN AND PLANNING
	TARGET AREA	COUNTYWIDE
	GOALS SUPPORTED	Disaster Mitigation and Recovery in Response to COVID-19
	NEEDS ADDRESSED	COVID-19 Specific Administration and Planning
	FUNDING	CDBG-CV: \$906,684 (Amount includes 10% of the CDBG-CV round 3 allocation and 10% of CDBG-CV round 1 allocation for administration and planning).
	DESCRIPTION	Funding to be used for oversight and administration of CDBG-CV programs thru June 2026. Activities including monitoring, reporting, program evaluation, fair housing activities, and the development of the Consolidated Plan and annual updates and amendments thru June 2026. Planning includes studies, analysis, data gathering, and preparation of plans to help prevent, prepare for and respond to the coronavirus pandemic (COVID-19).
	TARGET DATE	6-30-2026
	ESTIMATE OF THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	N/A

27	LOCATION DESCRIPTION	Countywide
	PLANNED ACTIVITIES	Funds to be used by MDHA as the lead agency for staff time spent on the development and administration of the Consolidated Plan programs specific to CDBG-CV funds. Administrative activities include grant management, monitoring, budgeting, and planning and executing CDBG- CV eligible activities thru June 2026. MDHA may choose to partner with another entity to undertake eligible planning activities.

31	PROJECT NAME	CDBG-CV PUBLIC SERVICES – HOMELESS SHELTER OPERATIONS
	TARGET AREA	COUNTYWIDE
	GOALS SUPPORTED	Disaster Mitigation and Recovery in Response to COVID-19
	NEEDS ADDRESSED	COVID-19 Mitigation Response Opportunities
	FUNDING	\$700,000
	DESCRIPTION	Funds will be used to reimburse Metro Nashville for allowable cost associated with opening and operating extra shelter space in Metro Nashville to prevent and respond to the COVID-19 Pandemic. The purpose of opening and operating these shelters was to allow social distancing in the local homeless shelter system and to offer safe isolation quarters for people experiencing homelessness who tested positive for COVID and not sick enough to be hospitalized or awaiting test results, but did not have an option to self-isolate safely.

31	TARGET DATE	March 2020 – May 2021
	ESTIMATE OF THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	Approximately 600 – Limited Clientele - Homeless
	LOCATION DESCRIPTION	Countywide
	PLANNED ACTIVITIES	Metro Nashville opened a social distancing shelter at the Metro Nashville Fairgrounds on March 26, 2020 for the homeless; opened and operated a separate isolation/quarantine shelter at the Fairgrounds in early April 2020 for the homeless, and opened a second social distancing shelter for homeless women at the Municipal Auditorium on June 22, 2020.

32	PROJECT NAME	CDBG-CV – Acquisition/Rehabilitation/Ancillary Activities to provide Permanent Supportive Housing for the Homeless
	TARGET AREA	COUNTYWIDE
	GOALS SUPPORTED	Disaster Mitigation and Recovery in Response to COVID-19
	NEEDS ADDRESSED	COVID-19 Prevention Response Opportunities

32	FUNDING	CDBG-CV - \$4,646,875
	DESCRIPTION	Acquisition/Rehabilitation and Ancillary activities necessary to increase the supply of permanent supportive housing for Metro Nashville's homeless population
	TARGET DATE	5/31/2026
	ESTIMATE OF THE NUMBER AND TYPE OF FAMILIES THAT WILL BENEFIT FROM THE PROPOSED ACTIVITIES	10 to 25 units - Limited Clientele - Homeless
	LOCATION DESCRIPTION	Countywide
	PLANNED ACTIVITIES	Provide grants and/or loans to assist nonprofit and for profit entities to acquire and/or rehabilitate properties to be used to be used to provide permanent supportive housing for the homeless population, with a preference to house the "chronically" homeless. Funds can also be used for ancillary activities, as applicable, such as relocation and project delivery costs. The percentage of units occupied by LMI will be in accordance with the CDBG regulations at 24 CFR, part 570.208(a)(B)(3)(i)(B) and (C).for housing activities. Funds will be awarded through a competitive RFA process or open application process.

AP-50 Geographic Distribution – 91.220(f)

All CARES Act activities will provided throughout Metro Nashville-Davidson County

Appendix A

Public Notice

PUBLIC NOTICE

REQUEST FOR PUBLIC COMMENT AND NOTICE OF VIRTUAL PUBLIC HEARING

In accordance with 24 CFR 91.05(c)(2) and subpart B of the federal regulations relative to citizen participation for Community Planning and Development Programs and applicable waivers made available to those requirements through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), the Metropolitan Development and Housing Agency (MDHA) is making substantial amendment 2 to the 2019 Action Plan (AP) of the 2018-2023 Consolidated Plan for the Metropolitan Government of Nashville and Davidson County to incorporate Community Development Block Grant-Coronavirus (CDBG-CV) Round 3, CARES Act funds. The public is hereby notified that these amendments are available for review through this notice.

Virtual Public Hearing: MDHA will host a virtual public hearing on these amendments at:

10 a.m. CST Tuesday, Dec. 22, 2020, via WebEx

The link to the WebEx is listed below:

<https://bit.ly/MDHADec22>

Public Comment Period: The draft substantial amendment 2 to the 2019 Action Plan of the 2018-2023 Consolidated Plan for the Metropolitan Government of Nashville and Davidson County to incorporate CDBG-CV Round 3, CARES Act funds was made available for public examination and comment on Dec. 18, 2020.

Members of the public may download copies from MDHA's website at www.nashville-mdha.org/consolidated-plan or request copies by contacting the MDHA Community Development Department at 615-252-8505 or Telephone Device for the Deaf (TDD) at 615-252-8599.

MDHA will receive written comments through 4 p.m. CST, Wednesday, Dec. 30, 2020.

- Comments may be submitted electronically at consolidatedplan@nashville-mdha.org;
- Faxed to 615-252-8533 (Attention: Consolidated Plan);
- Mailed to MDHA Community Development Department, Attention: Consolidated Plan, P.O. Box 846, Nashville, TN 37202. Mailed comments must be postmarked no later than Dec. 30, 2020;
- Hand delivered to MDHA Community Development Department (and follow instructions on door for acceptance of delivery), Attention: Consolidated Plan, 712 S. Sixth St., Nashville, TN 37206.

Purpose and Anticipated Resources: This is substantial amendment 2 to the 2019 Action Plan to incorporate CDBG-CV Round 3, CARES Act funds to enable the Metropolitan Government of Nashville and Davidson County to receive and administer \$5,940,972 in funding from the U.S. Department of Housing and Urban Development (HUD) made available through the CDBG-CV, Round 3, CARES Act allocation. This funding will be used for the following activities:

- \$700,000 - to reimburse the Metropolitan Government of Nashville and Davidson County for allowable cost associated with opening and operating social distancing shelters at the Metro Nashville Fairgrounds and the Municipal Auditorium to allow social distancing in the local homeless shelter system and to offer safe isolation quarters for persons experiencing homelessness who had either tested positive for COVID-19 but their symptoms weren't severe enough to be hospitalized or they awaiting test results but did not have an option to self-isolate safely.
- \$4,646,875 - to make grants and/or loans to assist nonprofit and for-profit entities to acquire and/or rehabilitate properties to be used as permanent supportive housing for persons experiencing homelessness.

- \$594,097 - oversight and administration of CDBG-CV programs, including monitoring, reporting, program evaluation, fair housing activities and the development of updates and amendments to the Consolidated Plan. Planning includes studies, analysis and data gathering as it relates to the COVID-19 pandemic.

Public notices regarding future amendments to the Consolidated Plan will be printed in local newspapers and posted online on MDHA's website at: www.nashville-mdha.org/consolidated-plan

Substantial amendment 2 to the 2019-2020 is being made available for public comment in accordance with the amended citizen's participation plan approved via substantial amendment 3 to the 2018-2023 Consolidated Plan that provides for a five-day public comment period in order to access the funds as quickly as possible.

Request for Accommodations: MDHA makes every effort to provide reasonable accommodations to assist persons with disabilities. Any person needing assistance in accessing this information or who has other needs that require special accommodations may contact 615-252-8562 or TDD at 615-252-8599.

Para asistencia en Español llame al 615-252-8505.

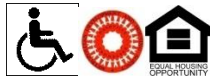
如果需要本通知的中文翻译，请打电话 615-252-8505

Để nhận một bản dịch Tiếng Việt của thông báo này, vui lòng gọi: 615-252-8505

للحصول على ترجمة عربية لهذا البيان، يرجى الإتصال بـ: 615-252-8505

Haddii aad rabto qoraalkan oo af-Soomaali lagu tarjumay haddii aad doonayso fadlan naga soo wac: 615-252-8505

Statement of Non-Discrimination: MDHA does not discriminate on the basis of age, race, sex, sexual orientation, gender identity, genetic information, color, national origin, religion, disability or any other legally protected status in admission to, access to, or operations of its programs, services, or activities.



Appendix B

Public Hearing Comments and Responses

List of Attendees of Virtual Public Hearing 12-22

There were no comments received during the Public Hearing or the comment period.

BC	Brooxie Carlton	9:59 AM - 10:07 AM	9 mins	Desktop app
BC	Brooxie Carlton	9:59 AM - 10:07 AM	9 mins	Other
KA	Kent Archer	10:01 AM - 10:07 AM	7 mins	Desktop app
SF	Shelley Fugitt	10:01 AM - 10:07 AM	6 mins	Desktop app
EA	Emel Alexander	10:02 AM - 10:07 AM	5 mins	Desktop app
EA	Emel Alexander	10:02 AM - 10:07 AM	5 mins	Other
2	2024****07	9:57 AM - 9:58 AM	2 mins	Other
6	6152****72	10:05 AM - 10:07 AM	2 mins	Other
BS	Brian E. Sexton	9:41 AM - 9:41 AM	1 min	Desktop app
LF	LaSheakita Fayne	9:37 AM - 10:07 AM	30 mins	Web app
B	Brian	9:42 AM - 10:07 AM	26 mins	Desktop app
T	TREVA	9:52 AM - 10:07 AM	16 mins	Mobile app
T	TREVA	9:52 AM - 10:07 AM	16 mins	Other
BF	Bill Friskics-Warren	9:56 AM - 10:07 AM	12 mins	Desktop app
A	Angela	9:57 AM - 10:07 AM	10 mins	Desktop app
BC	Brooxie Carlton	9:59 AM - 10:07 AM	9 mins	Desktop app
BC	Brooxie Carlton	9:59 AM - 10:07 AM	9 mins	Other
KA	Kent Archer	10:01 AM - 10:07 AM	7 mins	Desktop app
SF	Shelley Fugitt	10:01 AM - 10:07 AM	6 mins	Desktop app

Appendix C

CDBG-CV Round 3, CARES Act Allocation Notice



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

September 11, 2020

The Honorable John Cooper
Mayor of Nashville-Davidson
1 Public Square
Suite 100
Nashville, TN 37201

Dear Mayor Cooper:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available \$5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department immediately allocated \$2 billion on March 27, 2020, the same day President Trump signed the Act, based on the fiscal year 2020 CDBG formula; this constituted the first round of CDBG-CV funds. Next, \$1 billion was required by the Act to be allocated to States and insular areas within 45 days of enactment of the Act; HUD accomplished this on May 11, 2020, and this constituted the second round of CDBG-CV funds. Finally, the remaining \$2 billion in CDBG-CV funds was required by the Act to be allocated to states and local governments at the discretion of the Secretary on a rolling basis; HUD accomplished this on September 11, 2020, and this constituted the third round of CDBG-CV funds. Additionally, up to \$10 million will be set aside for technical assistance.

Accordingly, this letter informs you that your jurisdiction's allocation for the third round is \$5,940,972. Your cumulative amount for all allocation rounds is \$9,066,847.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2019 and FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the HUD Secretary to grant waivers and alternative requirements of statutes and regulations the HUD Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative

requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

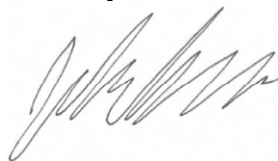
The CDBG CARES Act Federal Register Notice (FR-6218-N-01) was released on August 10, 2020. The notice describes the allocations and grant procedures applicable to the CDBG-CV grants. It also describes the program flexibilities, waivers, and alternative requirements that apply to the CDBG-CV grants as well as the fiscal year 2019 and 2020 CDBG grants. As further such flexibilities become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and the requirement that each grantee have adequate procedures to prevent the duplication of benefits (DOB). HUD will provide guidance and technical assistance on DOB, the prevention of fraud, waste, and abuse, and on documenting the impact of this program for beneficiaries.

Reminder, all CPD Grantees must ensure they maintain active Dun and Bradstreet Numbering System (DUNS) numbers in the System for Award Management (SAM) system. Entities must have an active and unexpired DUNS before execution of grant agreements to avoid delays in the obligation of funds- which will delay your ability to drawdown funds in the Integrated Disbursement & Information System (IDIS). Grantees are required to maintain an active SAMs registration by re-activating their DUNS number annually in the SAM system for the entire drawdown period of their grants. DUNS numbers can be registered and renewed each year at the following website: <https://www.sam.gov/SAM/>.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Gibbs', with a stylized, cursive script.

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-734, **Version:** 1

A resolution to extend the provisions of Section 13.32.165.E of the Metropolitan Codes of Laws relative to sidewalk cafes.

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

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

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

WHEREAS, this section is set to terminate on February 15, 2021, unless extended by a resolution adopted by the Metropolitan Council; and

WHEREAS, it is in the best interests of the residents of Metropolitan Nashville and Davidson County that this sidewalk café program be extended for one year.

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

Section 1. That Section 13.32.165.E of the Metropolitan Code of Laws is hereby extended until February 15, 2022.

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 extends the permissibility of sidewalk cafes throughout Davidson County for an additional year. In September 2020, the Council enacted Second Substitute Ordinance No. BL2020-403 to temporarily allow sidewalk café dining facilities within the public right-of-way throughout the jurisdiction of the Metropolitan Government and to allow bars and restaurants located within a Specific Plan (SP), Planned Unit Development (PUD), or other overlay district where restaurants and bars are permitted to use parking areas for additional seating. The purpose of the ordinance was to provide some relief to restaurants impacted by COVID-19 and the resulting social distancing/seating capacity requirements. Any fees associated with obtaining the sidewalk café permits are waived under the bill. This additional authority was to expire in January 2021 unless extended by resolution of the Council.

This resolution extends the provisions of BL2020-403 through February 15, 2022.

Fiscal Note: The sidewalk café permit fee was \$100 according to the Metro Public Works Department.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-735, Version: 1

A resolution declaring surplus and approving the disposition of certain parcels of real property in accordance with section 2.24.250(G) of the Metropolitan Code of Laws. (Proposal No. 2020M-014PR-001)

WHEREAS, the Metropolitan Government owns certain parcels of property identified as shown in Section 1 below; and,

WHEREAS, Section 2.24.250(G) of the Metropolitan Code of Laws provides:

When the director of public property administration determines that no department or agency of the metropolitan government has a need for a parcel of property acquired through the delinquent tax-sale process established in Tennessee Code Annotated Section 67-5-2501 et seq., and upon which, as determined by the director of codes administration, the Metropolitan Code prohibits the construction of improvements requiring a building permit on account of small lot size or other lot characteristics, the director may, subject to the prior approval of the metropolitan council by resolution, execute an agreement to sell the parcel to the owner of any adjacent tract for a price not less than the most current appraised value ("appraised value") listed in the records of the metropolitan tax assessor, or to the adjacent tract owner offering the highest price if no adjacent owner is willing to pay the appraised value. The metropolitan council may authorize the disposition of more than one such property as part of the same resolution. The form of any agreement used pursuant to this section shall be approved by the director of law; and,

WHEREAS, the Metropolitan Government has determined that these certain parcels of property are no longer needed for governmental purposes.

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

Section 1. The Metropolitan Council declares the following parcels of land, owned in fee simple by the Metropolitan Government, and described hereto and incorporated herein, to be surplus.

Map - Parcel No.	Address - Location	Council District
07008008100	0 McKinley Street	2
07008008200	0 McKinley Street	2
07008008300	0 McKinley Street	2
04306008400	332 May Drive	9
03409013300	218 Shakespeare Avenue	10
03409013200	216 Shakespeare Avenue	10
03409013000	212 Shakespeare Avenue	10

10616006200	720 Mill Creek Road	13
10616007700	306 Philfre Court	13
09106009300	5930 Carl Place	20
09206031700	737 29 th Avenue North	21
08112008000	1618 11 th Avenue North	21
09108027500	901 42 nd Avenue North	21

Section 2. The Director of Public Property is hereby authorized and directed to dispose of said property listed above in accordance with Section 2.24.250(G) of the Metropolitan Code of Laws and the Standard Rules and Regulations for the disposition of surplus property.

Section 3. The proceeds from the sale of said parcel(s) of property shall be credited to the General Fund of the district from whose operating budget the last department, commission, board or agency using the real property is financed.

Section 4. 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 declares 13 properties to be surplus and authorizes the Director of Public Property Administration to sell the properties in accordance with the standard procedures for the disposition of surplus property. The proceeds of the sale will be credited to the general fund. Section 2.24.250(G) of the Metro Code provides that surplus properties for which no building permit could be obtained due to the size or physical characteristics of the property may be sold to an adjacent property owner for the current appraised value listed in the records of the Assessor of Property, or to the adjacent property owner offering the highest price if no adjacent owner is willing to pay the appraised value.

These 13 properties to be sold are as follows:

Map - Parcel No.	Address	Council District	Acreage	Assessor Appraised Value
07008008100	0 McKinley Street	2	0.08	\$7,500
07008008200	0 McKinley Street	2	0.06	\$7,500
07008008300	0 McKinley Street	2	0.06	\$7,500
04306008400	332 May Drive	9	0.26	\$36,300
03409013300	218 Shakespeare Avenue	10	0.06	\$11,000
03409013200	216 Shakespeare Avenue	10	0.06	\$11,000
03409013000	212 Shakespeare Avenue	10	0.06	\$11,000

10616006200	720 Mill Creek Road	13	0.39	\$12,700
10616007700	306 Philfre Court	13	4.15	\$135,600
09106009300	5930 Carl Place	20	0.18	\$92,400
09206031700	737 29 th Ave. N.	21	0.05	\$31,300
08112008000	1618 11 th Ave. N.	21	0.07	\$39,100
09108027500	901 42 nd Ave. N.	21	0.25	\$52,000

The Planning Commission has approved this surplus property declaration.

Resolution No. RS _____

A resolution declaring surplus and approving the disposition of certain parcels of real property in accordance with section 2.24.250(G) of the Metropolitan Code of Laws. (Proposal No. 2020M-014PR-001)

WHEREAS, the Metropolitan Government owns certain parcels of property identified as shown in Section 1 below; and,

WHEREAS, Section 2.24.250(G) of the Metropolitan Code of Laws provides:

When the director of public property administration determines that no department or agency of the metropolitan government has a need for a parcel of property acquired through the delinquent tax-sale process established in Tennessee Code Annotated Section 67-5-2501 et seq., and upon which, as determined by the director of codes administration, the Metropolitan Code prohibits the construction of improvements requiring a building permit on account of small lot size or other lot characteristics, the director may, subject to the prior approval of the metropolitan council by resolution, execute an agreement to sell the parcel to the owner of any adjacent tract for a price not less than the most current appraised value ("appraised value") listed in the records of the metropolitan tax assessor, or to the adjacent tract owner offering the highest price if no adjacent owner is willing to pay the appraised value. The metropolitan council may authorize the disposition of more than one such property as part of the same resolution. The form of any agreement used pursuant to this section shall be approved by the director of law; and,

WHEREAS, the Metropolitan Government has determined that these certain parcels of property are no longer needed for governmental purposes.

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

Section 1. The Metropolitan Council declares the following parcels of land, owned in fee simple by the Metropolitan Government, and described hereto and incorporated herein, to be surplus.

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03409013200	216 Shakespeare Avenue	10
03409013000	212 Shakespeare Avenue	10
10616006200	720 Mill Creek Road	13
10616007700	306 Philfre Court	13
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08112008000	1618 11 th Avenue North	21
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Section 2. The Director of Public Property is hereby authorized and directed to dispose of said property listed above in accordance with Section 2.24.250(G) of the Metropolitan Code of Laws and the Standard Rules and Regulations for the disposition of surplus property.

Section 3. The proceeds from the sale of said parcel(s) of property shall be credited to the General Fund of the district from whose operating budget the last department, commission, board or agency using the real property is financed.

Section 4. This resolution shall take effect from and after its adoption, the welfare of the Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Trael Webb, Director
Public Property Administration

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-736, **Version:** 1

A resolution approving Amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent determined that the services and supplies to be provided by InfoSapient meet the requirements for the use of a sole source contract; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. entered into a Contract dated March 9, 2020, and the Contract did not require Council action as the original estimated value was less than \$250,000; and,

WHEREAS, the estimated Contract value has increased; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)"; and,

WHEREAS, approval of Amendment 1 to the Contract will benefit the citizens of Davidson County.

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

Section 1: That Amendment 1 between The Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc., 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 amendment to a contract between Metro and InfoSapient, Inc. for the E-Business Suite R12 database administration support. R12 is an Oracle system that Metro uses for its financial operations and transactions. All Metro departments use the system for creating purchase orders, paying invoices, recording revenues, submitting payroll, tracking departmental budgets, as well as for some HR transactions.

InfoSapient, Inc. is a consulting services company that has worked with Metro's R12 implementation since the

beginning of the process. This contract is for database administration support for R12 application for items related to performance, tuning, patching, and validation, along with internal advisory services. The original sole source contract with InfoSapient did not require Council approval because it was below the \$250,000 threshold.

This amendment increases the value of the contract over the remaining four years, with an estimated amendment value of \$500,000 and a total contract value of \$700,000. Metro ITS has advised that InfoSapient is the only suitable contractor to perform these services due to their proprietary knowledge and a deep level of understanding of the application. ITS will be providing a letter to the Council further explaining the reasoning for the sole source contract increase.

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____



Resolution



Ordinance

Contact/Prepared By: Tara LaddDate Prepared: 01/05/21Title (Caption): A resolution approving Amendment One (1) to the contact between the Metropolitan Government of Nashville and DavidsonCounty and InfoSapient Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related toperformance, tuning, patching, and validation along with internal DBA advisory services.Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: ITS Requested By: Dawn ClarkAffected Department(s): ITS Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input checked="" 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 +/-: \$ \$ 700,000.00

Funding Source:

Capital Improvement Budget

Capital Outlay Notes

X 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: _____ 1/15/2021 | 10:17 AM CST

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Kevin Crumbo/16Approved by OMB: Tom EddlemanApproved by Finance/Accounts: Rachel Jones

Approved by Div Grants Coordination: _____

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

RESOLUTION NO. _____

A resolution approving Amendment 1 to the contract between the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. for database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent determined that the services and supplies to be provided by InfoSapient meet the requirements for the use of a sole source contract; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc. entered into a Contract dated March 9, 2020, and the Contract did not require Council action as the original estimated value was less than \$250,000; and,

WHEREAS, the estimated Contract value has increased; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)"; and,

WHEREAS, approval of Amendment 1 to the Contract will benefit the citizens of Davidson County.

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

Section 1: That Amendment 1 between The Metropolitan Government of Nashville and Davidson County and InfoSapient, Inc., 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.

RECOMMENDED BY:

Michelle R. Hernandez Lane

Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Kevin Crumbo

Kevin Crumbo
Director of Finance

TE

Members of Council

APPROVED AS TO FORM AND
LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Database administration support for Oracle hosted E-Business Suite R12 application

Amendment Summary: Amend Clause 4.1 Contract Value to reflect a \$500,000.00 increase for the remaining life of the contract

Contract Number: 6462599 Amendment Number: 1 Solicitation Number: N/A

Type of Contract: 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

Contract Start Date: 3/9/2020 Contract Expiration Date: 3/8/2025 Contract Term: 60 months

Previous Estimated Contract Life Value: \$200,000.00

Amendment Value: \$500,000.00

Fund: 51137

New Estimated Contract Life Value: \$700,000.00

BU: 502229

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Marlon Bynum BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: InfoSapient, Inc. Phone #: 561-374-0715 ISN#: 22897

Address: 7777 Glades Road, Suite 100 City: Boca Raton State: FL Zip: 33434

Prime Contractor is a Uncertified/Unapproved : SBE ☐ SDV ☐ MBE ☐ WBE ☐ (check if applicable)

Prime Company Contact: Maria Barguil Email Address: maria.barguil@infosapient.com

Prime Contractor Signatory: Maria Barguil Email Address: maria.barguil@infosapient.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A

Amount: \$0

Percent, if applicable: N/A

Equal Business Opportunity Program:

Program Not Applicable

Amount: \$0

Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No

Amount: \$0

Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6462599
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND INFOSAPIENT, INC**

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 **INFOSAPIENT, INC** located in Boca Raton, FL.

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 March 9, 2020, Metro Contract numbered 6462599, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amends clause 4.1 Contract Value to increase the contract by \$500,000.00 for the total of \$700,000.00. The revised clause shall read as follows:

"This Contract has an estimated value of \$700,000.00. The pricing details are included in Exhibit D and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced."

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 6462599

Amendment Number #1

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Keith Durkin GN
Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:

Michelle R. Hernandez Lane MB
Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Cumbotto TE RJ
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BC
Metropolitan Attorney Insurance

Metropolitan Mayor COO

ATTESTED:

Metropolitan Clerk Date

CONTRACTOR

InfoSapient Inc
Company Name

Maria Barguil
Signature of Company's Contracting Officer

Maria Barguil
Officer's Name

Business Director
Officer's Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/2020

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).

PRODUCER BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 60%;"> PHONE (866) 467-8730 (A/C, No, Ext): </td> <td style="width: 40%;"> FAX (888) 443-6112 (A/C, No): </td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 40%; text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B : Hartford Fire and Its P&C Affiliates</td> <td>00914</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>	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Twin City Fire Insurance Company	29459	INSURER B : Hartford Fire and Its P&C Affiliates	00914	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	
INSURED INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150																	

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/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBM AD2940	05/01/2020	05/01/2021	EACH OCCURRENCE \$1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000						
	MED EXP (Any one person) \$10,000						
	PERSONAL & ADV INJURY \$1,000,000						
	GENERAL AGGREGATE \$2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			46 SBM AD2940	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	BODILY INJURY (Per person)						
	BODILY INJURY (Per accident)						
	PROPERTY DAMAGE (Per accident)						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			46 SBM AD2940	05/01/2020	05/01/2021	EACH OCCURRENCE \$1,000,000
	<input type="checkbox"/> OCCUR CLAIMS-MADE						AGGREGATE \$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WEC AS3454	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000						
	E.L. DISEASE -EA EMPLOYEE \$1,000,000						
	E.L. DISEASE - POLICY LIMIT \$1,000,000						
A	FAILSAFE TECHNOLOGY E OR O			46 SBM AD2940	05/01/2020	05/01/2021	Each Glitch Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. RE: Contract # 6462599. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Purchasing Agent,
 Metropolitan Government of Nashville
 and Davidson County
 METRO COURTHOUSE
 NASHVILLE TN 37201

CANCELLATION

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

Susan L. Castaneda

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Contract Information

Contract & Solicitation Title: Database administration support for the Oracle hosted E-Business Suite R12 application.

Contract Summary: Contractor agrees to provide database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

Contract Number: 6462599 Solicitation Number: N/A Requisition Number: N/A

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): No

Type of Contract/PO: Multi-Year Contract Requires Council Legislation: No

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 02/28/2020 Estimated Expiration Date: 02/27/2025 Contract Term: 60 months

Estimated Contract Life Value: \$200,000.00 Fund: 51137 BU: 502229

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: ITS Department(s) Served: ITS

Prime Contractor Information

Prime Contracting Firm: InfoSapient, Inc. ISN#: 22897

Address: 7777 Glades Road, Suite 100 City: Boca Raton State: FL Zip: 33434

Prime Contractor is (Check Applicable): SBE ☐ SDV ☐ MBE ☐ WBE ☐

Prime Company Contact: Maria Barguil Email Address: maria.barguil@infosapient.com Phone #: 561-374-0715

Prime Contractor Signatory: Maria Barguil Email Address: maria.barguil@infosapient.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
InfoSapient, Inc.	<input type="checkbox"/>	N/A	N/A	Approved Sole Source Form

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 **InfoSapient, Inc.** (CONTRACTOR) located at **7777 Glades Road, Suite 100, Boca Raton, FL 33434**. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Affidavits*
 - *Exhibit B - ISA Terms and Conditions*
 - *Exhibit C - Master Services Agreement*
 - *Exhibit D - Statement of Work*
- *Purchase Orders (and PO Changes),*

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 database administration support for the Oracle hosted E-Business Suite R12 application for items related to performance, tuning, patching, and validation along with internal DBA advisory services.

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 Contract Term will begin on the date this Contract is approved by all required parties and filed in

Contract Purchase Agreement 6462599

the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$200,000.00 (two hundred thousand dollars). The pricing details are included in Exhibit D and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed 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 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.

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 D 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 satisfactory provision of the products and/or services as determined by METRO.

4.4. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.5. Invoicing Requirements

CONTRACTOR shall submit invoices for payment in a format acceptable to METRO and shall submit invoices no more frequently than monthly for satisfactorily and accurately performed services. CONTRACTOR shall be paid as work is completed and invoices are approved by METRO. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation as required by METRO. CONTRACTOR shall submit all invoices no later than ninety (90) days after the 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.

4.6. 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 its obligations under this Contract or if it should violate any of the terms of this Contract, METRO shall identify the breach and CONTRACTOR shall cure the performance within thirty (30) days. If CONTRACTOR fails to satisfactorily provide cure, METRO shall have the right to immediately terminate this Contract. Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, 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.

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

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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. 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.

6.4. 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**

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(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be coming on Metro Property or making on-site deliveries)

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. 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).

7.5. Technological Errors and Omissions Insurance

Technological Errors and Omissions Insurance in the amount of one million (\$1,000,000.00) dollars (for software and hardware manufacturers & website designers).

7.6. 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 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 officials, officers, 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.

7.7. 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:

PROCUREMENTCOI@NASHVILLE.GOV (preferred method)

OR

DEPARTMENT OF FINANCE

PROCUREMENT DIVISION

730 2ND AVE SOUTH, STE 101

P.O. 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. 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.

Contract Purchase Agreement 6462599

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 CONDITONS

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.

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.

Contract Purchase Agreement 6462599

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 a format chosen by METRO. 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.

Any information provided to the CONTRACTOR, including information provided by METRO customers or citizens, is only to be used to fulfill the contracted services. Any additional information that is inferred or determined based on primary information that is provided to the CONTRACTOR, i.e. "second-order data", is only to be used to fulfill the contracted services. This information is not to be used for marketing or commercial purposes and the CONTRACTOR asserts no rights to this information outside of fulfilling the contracted services. Storage of this information is not allowed outside United States' jurisdiction.

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 goods, records, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, conceptual drawings, design documents, closeout documents, and other submittals by CONTRACTOR of any of its subcontractors; and, all other original works of authorship, whether created by METRO, CONTRACTOR or any of its subcontractors embodied in any tangible medium of expression, including, without limitation, pictorial, graphic, sculptural works, two (2) dimensional works, and three (3) dimensional works. Any of Contractor's or its subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with Metro or a third party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to Metro. Contractor and its subcontractors grant Metro a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license, with rights to sublicense through multiple levels of sublicenses, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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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 4.48.02, 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, 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.
- 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 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. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that 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.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this 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.

8.22. 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:

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.

8.23. 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.

8.24. 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.

8.25. 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.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

8.27. 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.

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Contract Number 6462599

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: InfoSapient Inc

Attention: Maria Barguil

Address: 7777 Glades Rd Suite 100

City, State Zip Code: Boca Raton, FL 33434

Telephone: 561-374-0715

Fax: 888-871-4767

E-mail: maria.barguil@infosapient.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: InfoSapient Inc

Attention: Maria Barguil

Address: 7777 Glades Rd Suite 100

City, State Zip Code: Boca Raton, FL 33434

Email Address: maria.barguil@infosapient.com

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Contract Notice and Agent Page

Contract Number 6462599

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:

Keith Durbin GN
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 KM KG
Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Tara Ladd BL
Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 3/9/2020 | 9:41 AM CDT
Metropolitan Clerk Date

CONTRACTOR

InfoSapient Inc
Company Name

Maria Barguil
Signature of Company's Contracting Officer

Maria Barguil
Officer's Name

Business Director
Officer's Title

Exhibit A - Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does 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 or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, 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. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf.

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

And Further Affiant Sayeth Not:

Organization Name: InfoSapient Inc

Organization Officer Signature: Maria Barguil

Name of Organization Officer: Maria Barguil

Title: Business Director

Exhibit B - ISA Terms and Conditions**SECTION A-1****General Terms and Conditions**

- 1 Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.
- 2 Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.
- 3 Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.
- 4 Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.
- 5 Subcontracting/Outsourcing.**
 - 5.1 Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.
 - 5.2 Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.
 - 5.3 Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement. Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the [Metropolitan Government Information Security Glossary](#), which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.
2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.
3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.
4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.
5. "Effective Date" means the date first set forth on page 1 of the Agreement.
6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.
7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.
8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.
9. "Term" means the period during which this Agreement is in effect.

SECTION AST

Agent Security and Training

- 1 Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.
- 2 Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.
- 3 Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:
 - 3.1** Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.
 - 3.2** Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.
 - 3.3** Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.
 - 3.4** Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.
 - 3.5** Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.
 - 3.6** Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.
- 4 Agent Training.**
 - 4.1** Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:
 - 4.1.1** Appropriate identification and handling of Metro Government Information

4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

4.1.3 Education about password maintenance and security (including instructions not to share passwords);

4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

4.1.5 Education about workstation and portable device protection; and

4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

4.2.1 Instructions on how to identify Metro Government Information.

4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

SECTION AV

Protection Against Malicious Software

- 1 Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features.
- 2 Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product.

SECTION BU**Information Backup, Contingency Planning and Risk Management****1 General.**

- 1.1** Contractor agrees to backup Metro Government Information which Contractor maintains or Stores. Backup and restoration procedures and related infrastructure, including frequency of backup, offsite storage, media lifespan and media reliability, must be commensurate with the criticality and availability requirement of the Metro Government Information being backed up.
- 1.2** Upon Metro Government's request, Contractor shall supply Metro Government with an inventory of Metro Government Information that Contractor Stores and/or backed up.
- 1.3** Contractor shall periodically, no less often than annually, test backup tapes or media by restoring Metro Government Information to a system similar to the original system where the Metro Government Information are stored.
- 1.4** Upon Metro Government's request, Contractor shall supply copies of Metro Government Information in a format requested by Metro Government.
- 1.5** Contractor shall backup business critical information at a frequency determined by Metro Government business owner.

2 Storage of Backup Media. Contractor shall store archival and backup media in a secured offsite location. Upon request, Contractor will promptly notify Metro Government of the physical address of the offsite location. The backups of the information should be stored in a manner commiserate with the security around the information. The backup tapes should be encrypted if the sensitivity of the information requires that level of security.

3 Disaster Recovery Plan. Contractor will maintain a Disaster Recovery Plan for all applications or information stores which contain business critical information. This plan will outline the procedures necessary to restore business critical information on the application or systems in a timely fashion in the case of an emergency or disaster.

4 Emergency Mode Operation Plan. Contractor shall maintain an emergency mode operating plan which ensures that systems or applications using or accessing business critical information are operational during an emergency or natural disaster, or are made operational after a disaster in a prompt manner, commensurate with the criticality of the information on the system.

5 Testing and Revision Procedure. Contractor agrees to test, at least annually, Contractor Disaster Recovery Plan and emergency mode operations plan and maintain a documented procedure for such testing. Contractor shall document the results and findings from such testing and revise the plan accordingly.

6 Risk Management Requirements. Contractor shall implement internal risk management practices to ensure the confidentiality, integrity and availability of Metro Government Information. These practices will be no less secure than the ones used by Contractor to protect Contractor's own Sensitive Information or information of comparable sensitivity.

SECTION DMH**Device and Storage Media Handling**

- 1 Portable Media Controls.** Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:
 - 1.1** Access to the device or media shall require a password or authentication;
 - 1.2** The device or media shall be encrypted using Strong Encryption;
 - 1.3** The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.
 - 1.4** The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information.
- 2 Media Disposal.**
 - 2.1** Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.
 - 2.2** Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at <http://csrc.nist.gov/publications/PubsSPs.html>
 - 2.3** Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.
 - 2.4** Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).
- 3 Media Re-Use.**
 - 3.1** Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government.
 - 3.2** Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

SECTION ENC

Encryption and Transmission of Information

- 1** Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.
- 2** Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.
- 3** Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.
- 4** If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.
- 5** All other forms of Encryption and secure hashing must be approved by Metro Government.

SECTION IR

Incident Response

- 1 Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

- 1.1** Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor. However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.
- 1.2** Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

- 2.1** Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.
- 2.2** Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

SECTION LOG

Audit Logs

- 1 Audit Log Information.** The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).
- 2 Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.
- 3 User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.
- 4 Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.
- 5 Audit Log Availability.**
 - 5.1** Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible online.
 - 5.2** If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.
 - 5.3** Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.
 - 5.4** Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.
 - 5.5** Contractor shall agree to make all Audit Logs available in an agreed upon format.

SECTION NET**Network Security****1 Network Equipment Installation.**

- 1.1** Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.
- 1.2** Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.
- 1.3** Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.**3 Change Management.** Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.**4 System / Information Access.**

- 4.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 4.2** Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.
- 4.3** Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

SECTION PAT

Patch Creation and Certification

- 1 Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products.
- 2 Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government.
- 3 Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product.
- 4 Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received.
- 5 Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.
- 6 SCCM Compatibility for Windows Based Products.** Contractor Patches for Products that operate on the Microsoft Windows Operating System must be deployable with Microsoft's System Center Configuration Manager.

SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

- 1 Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.
- 2 Environmental Safeguards.** Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.
- 3 Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.
- 4 Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.
- 5 Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:
 - 5.1** Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.
 - 5.2** Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.
 - 5.3** Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).
 - 5.4** In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

SECTION REM**Remote Access to Metro Government Network/System****1 B2B VPN or Private Circuit Requirements.**

- 1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.
- 1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.
- 1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.
- 1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.
- 1.5 Contractor shall secure the VPN connection using Strong Encryption.
- 1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.
- 1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).
- 1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.
- 1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.
- 1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

- 2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.
- 2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.**4 Remote Access Account Usage.**

- 4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.
- 4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

- 4.3** Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

- 5.1** Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.
- 5.2** Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:
- 5.2.1** Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.
 - 5.2.2** Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.
 - 5.2.3** Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

- 6.1** Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.
- 6.2** Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

- 7.1** Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.
- 7.2** Remote Control Software must secure all network traffic using Strong Encryption.
- 7.3** Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.
- 7.4** Remote Control Software shall not provide escalation of user account privileges.
- 7.5** Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

SECTION VMGT**Contractor Managed System Requirements****1 Vulnerability and Patch Management.**

- 1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities through Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products.
- 1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.
- 1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.
- 1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.
- 1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.
- 1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

- 2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access.
- 2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system.
- 2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).
- 2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government.
- 2.5 For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account.

3 Authentication.

- 3.1** Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.
- 3.2** Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.
- 3.3** Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network.
- 3.4** Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days.
- 3.5** Unless otherwise agreed by Metro Government, Contractor shall ensure that Contractor Managed Systems will require Strong Password for user authentication.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible.

8 System / Information Access.

- 8.1** Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.
- 8.2** Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

- 9.1** Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.
- 9.2** Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

Exhibit C

Master Services Agreement



InfoSapient, Inc.



Metropolitan Government of Nashville and Davidson County
Information Technology Services



MASTER SERVICES AGREEMENT

This agreement ("Agreement") is hereby entered between InfoSapient, Inc. with offices at 7777 Glades Rd, Ste 100, Boca Raton, FL 33434 (hereinafter referred to as the "InfoSapient") and Metropolitan Government of Nashville and Davidson County with offices at 1700 2nd Ave South, Suite 301, Nashville, TN 37219 (hereinafter referred to as "Metro") on the following terms and conditions:

1. General Undertaking. The parties are entering into this Agreement to establish a relationship whereby Metro is commissioning InfoSapient to provide professional services, managed services, advice and recommendations on Information Technology areas relative to InfoSapient's areas of expertise. A Statement of Work will be created for projects and tasks as needed.

2. Term of Agreement. This Agreement shall remain in effect from the date of execution. Termination of this agreement can be initiated by either party with a sixty (60) day written notice. Termination shall have no effect on Metro's obligation to pay the applicable labor rate or an equitable portion of any Fixed Price for Services that are rendered prior to the effective date of termination.

3. Nature of Agreement. InfoSapient is being hired to perform the Services and provide the Deliverables as established in the agreed upon Statement of Work. Warranty work is considered a normal part of work performed under this Agreement at the rates specified. Unless otherwise stated, all work schedules shall be considered reasonably accurate estimates, subject to revision.

4. Price & Payment.

(a) Price. InfoSapient's billable price is established in the Statement of Work generated for each project or task. The price includes InfoSapient's wages, overhead, general and administrative expenses and all other indirect costs and profit to be recovered or charged under this Agreement. InfoSapient shall pay its personnel at least the minimum wage applicable to each labor classification.

(b) Invoices. The price for all Services shall be invoiced monthly as work progresses (but in no event later than forty-five (45) days after such Services are rendered).

(c) Payment. Payment shall be made within thirty (30) days after date of invoice. Metro may not withhold or "setoff" any amounts due hereunder.

(d) Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for Services exclude InfoSapient's reasonably anticipated out-of-pocket costs for travel. All Metro related travel expenses such as flight, hotel, car rental, meals, etc. will be reimbursed by Metro subject to prior approval. Any extraordinary expenses shall be subject to good faith negotiation by the parties.

5. Testing & Acceptance. If the Deliverables provided under this Agreement will be of a nature suitable for testing, the parties shall mutually agree on reasonable testing procedures to determine whether the particular Deliverable substantially complies with the applicable Specifications. Deliverables shall be deemed accepted if not rejected within ten (10) days or if Metro makes modifications or beneficial use of them.

6. Proprietary Rights. Metro shall own all right, title and interest in the Custom Work Product to the extent such materials provide analyses, findings, recommendations or designs uniquely related to the project. InfoSapient expressly acknowledges and agrees that the Custom Work Product constitutes "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101) owned exclusively by Metro and, alternatively, hereby irrevocably assigns to Metro all ownership rights and irrevocably waives all other rights (including moral rights) it might have in the Custom Work Product. InfoSapient shall, at any time upon request, execute any documentation required by Metro to vest exclusive ownership of the Custom Work Product in Metro (or its designee). InfoSapient retains full ownership of any underlying



MASTER SERVICES AGREEMENT

techniques, methods, processes, skills or know-how used in developing the Custom Work Product and is free to use such knowledge in future projects.

7. Confidential Information. Notwithstanding the foregoing, InfoSapient understands that Metro is subject to the Tennessee Public Records Act, which Act legally obligates Metro to produce public records, not otherwise exempt from publication by state law, to citizens of Tennessee upon request. If InfoSapient's documents are requested of Metro pursuant to Tenn. Code Ann § 10-7-501 et seq., Metro will provide InfoSapient with prompt written notice thereof prior to production.

(a) Acknowledgment of Confidentiality. Each party hereby acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, source code and design materials for Custom Work Product and other materials expressly designated or marked as confidential. Confidential Information does not include (i) information already known or independently developed by the recipient; (ii) information in the public domain through no wrongful act of the party, or (iii) information received by a party from a third party who was free to disclose it.

(b) Covenant Not to Disclose. Each party hereby agrees that during the Term described in Section 2 ("Term of Agreement"), it shall not use, commercialize or disclose the other party's Confidential Information to any person or entity, except to its own employees having a "need to know," and to such other recipients as the other party may approve in a signed writing. Neither party shall disassemble, or reverse engineer any Custom Work Product owned by the other party and made available in object code form and any information obtained in violation of this restriction shall be deemed Confidential Information owned exclusively by the owner of the original materials. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall a party use less than due diligence and care. Neither party shall alter or remove from any software, documentation or other Confidential Information of the other party any proprietary, copyright, trademark or trade secret legend.

8. Non-circumvention. During the Term and for a period of one (1) year thereafter, Metro agrees not to hire, solicit, nor attempt to solicit the services of any employee or sub-contractor of InfoSapient without the prior written consent of InfoSapient. However, notwithstanding the foregoing, this Section 8 shall not prohibit a party from soliciting, hiring or engaging Personnel who respond to a general advertisement or solicitation not specifically targeted at the other party's Personnel; or who initiate, directly or indirectly, discussions with such party regarding potential employment.

9. Injunctive Relief. It is agreed that preliminary and permanent injunctive relief shall be available.

10. Warranties.

(a) Non-infringement Warranty. InfoSapient represents and warrants to the best of its knowledge and belief that the Deliverables (including Custom Work Product) will not infringe or misappropriate any United States copyright, trademark, patent, or the trade secrets of any third persons. Upon being notified of such a claim, InfoSapient shall (i) defend through litigation or obtain through negotiation the right of Metro to continue using the Deliverable; (ii) rework the Deliverable to make it non-infringing while preserving the original functionality, or (iii) replace the Deliverable with functionally equivalent material. If none of the foregoing alternatives provide an adequate remedy, Metro may terminate all or any part of this Agreement and recover amounts paid hereunder with respect to the infringing Deliverable.

(b) Limited Performance Warranty. InfoSapient represents and warrants for a period of thirty (30) days from the date of delivery ("Warranty Period") that it will make its best effort to correct any



MASTER SERVICES AGREEMENT

material defect that prevents the Deliverable from operating substantially in accordance with the Specifications.

(c) Warranty Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION ("WARRANTIES") INFOSAPIENT HEREBY DISCLAIMS WITH RESPECT TO ALL SERVICES, SOFTWARE, CUSTOM WORK PRODUCT OR OTHER DELIVERABLES PROVIDED HEREUNDER, ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Remedies & Liabilities. Notwithstanding anything in this Provision 11 to the contrary, these provisions will not apply to the extent they are finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee. The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

(a) Remedies. Except for certain injunctive relief authorized under Section 9 ("Injunctive Relief"), Metro's sole and exclusive remedies for InfoSapient's default hereunder shall be (i) to obtain the repair, replacement or correction of the defective services or deliverable to the extent warranted under Section 10 ("Warranties") or, if InfoSapient reasonably determines that such remedy is not economically or technically feasible, (ii) to obtain an equitable partial or full refund of amounts paid with respect to the defective services or deliverable.

(b) Liabilities. INFOSAPIENT SHALL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE TOTAL PORTION OF THE CONTRACT PRICE ACTUALLY PAID BY METRO FOR THE DELIVERABLE AT ISSUE. IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT.

12. Notices. Notices sent to either party shall be effective when delivered in person or transmitted electronically by email or fax, or one (1) day after being sent by overnight courier, or two (2) days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a party may give notice. An email or fax of this Agreement shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

13. Termination. This Agreement shall terminate upon expiration (if any) of the Term described in Section 2 ("Term of Agreement"). In addition to other relief, either party may terminate this Agreement if the other party breaches any material provision hereof and fails after receipt of notice of default to correct such default promptly or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion. Termination shall have no effect on the parties' rights or obligations under Section 7 ("Confidential Information"), Section 8 ("Non-circumvention"), Section 9 ("Injunctive Relief") or Section 10 ("Warranties").

14. Disputes & Choice of Law. Except for certain emergency judicial relief authorized under Section 9 ("Injunctive Relief") which may be brought in a court of competent jurisdiction at any time, the parties agree that all disputes between them shall first be subject to the procedures in Section 13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE UNITED STATES AND TENNESSEE, AND ANY ACTION SHALL BE INITIATED AND MAINTAINED IN A FORUM OF COMPETENT JURISDICTION IN SUCH DESIGNATED STATE.

15. Independent Status. Each party and its people are independent in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a



MASTER SERVICES AGREEMENT

partnership, joint venture, association or employment relationship between the parties.

16. Security, No Conflicts. Each party agrees to inform the other of any information made available to the other party that is classified or restricted data, agrees to comply with the security requirements imposed by any state or local government, or by the United States Government, and shall return all such material upon request. Each party warrants that its participation in this Agreement does not conflict with any contractual or other obligation of the party or create any conflict of interest prohibited by the U.S. Government or any other government and shall promptly notify the other party if any such conflict arises during the Term.

17. Insurance. InfoSapient will maintain Commercial General Liability insurance with limits of \$1,000,000 and Professional Liability Insurance with limits of \$2,000,000. InfoSapient represents and warrants that InfoSapient maintains workers' compensation insurance coverage and that such coverage shall be in full force and effect during the term of this Agreement, and InfoSapient acknowledges that InfoSapient has sole responsibility for such coverage. Metro is Self-Insured and will provide documentation evidencing.

18. Compliance with Export Regulations. Metro has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals. Metro shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by U.S. regulation or statute, without the prior written consent, if required, of the Bureau of Export Administration of the U.S. Department of Commerce. This provision and the assurances made herein shall survive termination of this Agreement.

19. Miscellaneous. This Agreement may be modified or amended only by a writing signed by the party against whom enforcement is sought. Except as specifically permitted herein, neither this Agreement nor any rights or obligations hereunder may be transferred or assigned by Metro without InfoSapient's prior written consent and any attempt to the contrary shall be void. Neither party shall be liable for delays caused by events beyond its reasonable control. Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Metropolitan Government of Nashville and Davidson County	InfoSapient, Inc.
Name:	Name:
Signature:	Signature:
Title:	Title:
Date:	Date:



Exhibit D - Statement of Work

EBS SUPPORT



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1 INTRODUCTION

Metropolitan Government of Nashville and Davidson County Information Technology Services (“Client” or “Metro”), which is entering this SOW on behalf of itself and its subsidiaries, is headquartered in Nashville, TN.

2 PURPOSE

Metro is going through a migration of its Oracle E-Business Suite (EBS) to Oracle Public Cloud and has engaged InfoSapient, Inc. (“Consultant” or “InfoSapient”) to assist with the validation and verification of services, configurations, options, etc. provided by OPC.

3 TRUSTED PARTNER

InfoSapient has worked in close concert with Metro on current and past projects. As a trusted advisor, InfoSapient will continue to provide best in class service to ensure the established trust continues through this engagement.

4 SCOPE

Consulting services will be delivered with scope defined as follows to be part of this initiative:

- All OPC environments setup for EBS.

5 DELIVERABLES

As the deliverable under this initiative are for the Consultant to provide following:

- Provide guidance to Metro DBA team on Oracle EBS 12.2 items related to:
 - Performance.
 - Tuning.
 - Patching.
- Validate overall EBS functionality after the following activities.
 - Patching.
 - Post-refresh.
 - Newly provisioned environments.
- Advise Metro DBA with opening RFCs to ensure speedy resolution to issues.
- Provide input and direction on slow moving RFCs in areas of Apps DBA responsibilities.
- Liaise between OPC and Metro team on Apps DBA items requiring a high level of technical expertise.
- Assist Metro DBA team with supporting functional group when required.

6 CHANGES

Any changes Deliverable or if additional areas are identified as part of the solution or scope as set forth in this SOW require, prior to the initiation of work effort being performed, a mutually executed Change Order describing the cost and schedule impact will be required.

7 ASSUMPTIONS

The project time estimates, and associated fees quoted within this Statement of Work are based on the following assumptions and responsibilities. Should any element(s) of these be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

- Every attempt has been made to accurately estimate time required to successfully complete the project. Client acknowledges all listed assumptions and responsibilities and agrees that should these be violated, if impediments or complications arise or if changes in scope are requested or required, the length of the project and associated price could be impacted.
- Prior to the start of engagement, Client will provide the engineer(s) assigned to the project with instructions, VPN access, and login credentials.
- Consultant is not responsible for delays caused by failures outside of its control, including but not limited to, failures caused by systems, personnel or environmental causes or in using incorrect or insufficient data provided by Client.
- Consultant will not develop applications as a part of this Statement of Work.
- Consultant engineers shall not perform, nor volunteer to perform, engineering and/or consulting tasks that are outside their skill sets and experience. Consultant has the right to decline a Service request if the request falls outside the scope of this Statement of Work.

7.1 Consultant Responsibilities

- Provide professional, knowledgeable and qualified staff to deliver Services as described in this Statement of Work.

7.2 Client Responsibilities

- Performing a full working backup of its network prior to commencement of the Services. Consultant is not responsible for lost data.
- Provide Consultant in writing with any restrictions or requirements regarding the consultant's use of personal equipment in advance of the commencement of the project.

- Supply the necessary administrative usernames and passwords available to Consultant.
- Provide Consultant with detailed and accurate information regarding its current network environment.
- Supply Consultant with a professional workspace and remote network access to provide the Services.
- Grant access to building(s), room(s), and network(s) as necessary to complete the Services.
- Provide all software licensing required to perform the Services and ensure working status of all pertinent hardware components.

8 SERVICE DELIVERY

All services will be delivered remotely during the 8:00 a.m. to 5:00 p.m. workday excluding Client and Consultant holidays. Work on weekends, late night, and on holidays is excluded from this engagement.

9 PROJECT VARIABLES

- All software and hardware defects identified during the project are the responsibility of manufacturer to resolve. Client and Consultant will work with manufacturer for defect resolution; however, timelines and budgets may be impacted during the remediation process. This may impact project schedules and result in additional service costs. Client and Consultant will work towards expedited resolution of such matters.
- A Change Order will be issued by Consultant to address the additional costs of remediation if applicable. Due to time sensitive impact of defect resolution on project timeline and delivery, remediation costs must be approved by Client within two (2) business days of issue discovery while Consultant and Client continue to work the issue with manufacturer or other third parties.
- If Client staff is not available when scheduled in the project work plan, Consultant will document the delay and resulting impact(s). Delays effecting time and/or cost will be managed using the change control process.
- The schedule & budget outlined in this SOW assumes no major issues arise during testing such as software bugs, system performance, or network issues. Such hardware and software issues will be worked jointly by Client and Consultant but could potentially cause delays and therefore add cost. Consultant

will bill for these hours and submit change request(s) through the change control process to cover the added cost to the project.

10 CHANGE CONTROL PROCESS

- Proactively managing scope is a critical element of effective project management practice by the Client and Consultant. All project team members from both organizations should work together to manage the scope of the project and to control the extent of scope changes.
- Understanding that scope creep (the gradual and incremental expansion of scope) is commonly a cause of challenges and sometimes even project failure.
- Uncovering increasing complexities, variants, and exceptions for requirements and solution can lead to significant change.
- Scope management, in addition to monitoring the scope of work inside and outside of a project, also includes the maintenance and validation of contract terms and conditions.
- The investigation of a proposed change should evaluate its effect on the budget, schedule, and resources.
- The Client project manager should verify that the Client's organization understands, up front, that a scope "Change Request" may initiate a review of the Risk Plan (if created) and may necessitate contingency plans for certain types of project risks.
- It is critical to clearly define the project when establishing and managing the Client organization's expectations regarding the professional services and/or work products to be delivered during the project.
- Potential scope change requests should be initially identified and logged as issues. After identifying that an issue will result in a major change to the approved project scope, timeline, costs, resources, or quality, the issue should be identified as a scope change request.
- Most scope change requests should consider several alternatives, such as out-of-the-box software solutions; manual processes; audit reports; system modification or enhancement; or third-party system solutions.

11 SCHEDULING

Scheduling will be discussed and agreed upon after the signed Statement of Work is received. Minimum lead time for scheduling is seven (7) business days from the receipt of the signed SOW. A more aggressive schedule can be supported based on availability. Normal scheduling time may take up to 2 weeks based on Consultant project load and resource availability. All efforts will be made to meet schedule requirements. If Consultant is unable to begin the services

within three (3) weeks of Client's execution of this SOW, Client may at its sole option terminate this SOW and Consultant shall promptly issue a full refund of any prepaid fees to Client.

Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

12 PERSONNEL

Given the timeline, resources with major and complementary roles have been identified to provide a focused yet broad base of expertise and experience. Below is the number of personnel to be included:

- Oracle EBS Subject Matter Resource (SMR) to assist and deliver services listed under Deliverables.

13 ACCEPTANCE AND COMPLETION CRITERIA

Acceptance occurs on the earlier of: (a) Client's issuance of written acceptance of the deliverable to Consultant, or (b) thirty (30) days following written notification by Consultant to Client stating completion of all deliverables. Client must notify Consultant in writing of its non-acceptance of a part or all the deliverables within the thirty (30) day timeframe.

14 DELIVERABLE SCHEDULE

The estimated deliverable schedule is listed in Table 1 and is for estimating overall timelines needed to complete the project. Actual calendar time for completion of each component may vary due to usual project variables such as resource availability or unforeseen complications and issues. In all cases, best effort will be the goal to provide timely project completion.

Table 1 - Deliverable Estimated Schedule	
Project Component	Months
o Deliver services as needed beginning Nov 1 st 2019	12
Total Time	12

15 TRAVEL EXPENSES

Client will reimburse Consultant for any out-of-pocket expenses reasonably incurred by in connection with the delivery of services, including travel and travel-related expenses. Travel expenses must be pre-approved by Client in writing and will be billed at actual cost.

16 RATE AND PAYMENT TERMS

Consultant rate and payment terms is listed in Table 2. Any major change caused by unforeseen parameters will be presented immediately to appropriate Client team lead. Invoices will be submitted monthly at the beginning of each month for the previous month.

Table 2 – Rate and Payment Schedule	
Consultant Rate	Payment Terms
\$150 per Hour	Net 30

17 SIGNATURE PAGE

We look forward to a successful business relationship.

Metro	InfoSapient, Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

PLEASE SELECT ONE*:

☐ A Purchase Order for payment is required.
PO# _____

☐ A PO is not required for payment.

**NOTE: If neither box is checked, this order will not be processed.*

If a PO is required, order will not be processed until PO is received.

18 PROJECT CHANGE REQUEST FORM

Project Change Request Form			
Client: Metro		Location: Nashville, TN	
Address: 1700 2nd Ave South, Suite 301, Nashville, TN 37219		Project Name: Oracle EBS Migration Support	
Client Contact:		Consultant Contact:	
Date Submitted:		Change Request #:	
REQUESTOR INFORMATION			
Name		Title:	
Telephone		Project ID:	
E-mail Address			
Detailed Description of Proposed Change (Add Attachments If Necessary)			
Reason for Proposed Change (Add Attachments If Necessary)			
Impact of Change to Be Implemented (Add Attachments If Necessary)			
Project schedule impact: Project cost impact:			SOW Amendment Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
APPROVED BY	TITLE	DATE APPROVED	SIGNATURE
Client:		Date:	
Consultant:		Date:	



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
10/17/2019

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

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

PRODUCER BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: PHONE (866) 467-8730 FAX (888) 443-6112 (A/C, No, Ext): E-MAIL ADDRESS:																					
INSURED INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Twin City Fire Insurance Company</td><td>29459</td></tr> <tr> <td>INSURER B :</td><td>Hartford Fire and Its P&C Affiliates</td><td>00914</td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Twin City Fire Insurance Company	29459	INSURER B :	Hartford Fire and Its P&C Affiliates	00914	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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CERTIFICATE NUMBER:
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBM AD2940	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 SBM AD2940	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46 SBM AD2940	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000
							AGGREGATE \$1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WEC AS3454	12/01/2018	12/01/2019	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FAILSAFE MEGA TECHNOLOGY E OR O			46 SBM AD2940	05/01/2019	05/01/2020	Each Glitch \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. RE: Contract # 6462599. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

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

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11/02/2019

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	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR CLAIMS-MADE <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	46 WEC AS3454	12/01/2019	12/01/2020	PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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Metropolitan Government of Nashville
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AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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PRODUCER BIN INSURANCE HOLDINGS LLC/PHS 46505301 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78265	CONTACT NAME: <table style="width: 100%;"> <tr> <td style="width: 60%;"> PHONE (866) 467-8730 (A/C, No, Ext): </td> <td style="width: 40%;"> FAX (888) 443-6112 (A/C, No): </td> </tr> </table> E-MAIL ADDRESS: <table style="width: 100%;"> <tr> <td style="width: 60%; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 40%; text-align: center;">NAIC#</td> </tr> <tr> <td>INSURER A : Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B : Hartford Fire and Its P&C Affiliates</td> <td>00914</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>	PHONE (866) 467-8730 (A/C, No, Ext):	FAX (888) 443-6112 (A/C, No):	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Twin City Fire Insurance Company	29459	INSURER B : Hartford Fire and Its P&C Affiliates	00914	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																	
INSURED INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150																	

COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liability	X		46 SBM AD2940	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000
							MED EXP (Any one person) \$10,000
							PERSONAL & ADV INJURY \$1,000,000
							GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS			46 SBM AD2940	05/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
							BODILY INJURY (Per person)
							BODILY INJURY (Per accident)
							PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			46 SBM AD2940	05/01/2019	05/01/2020	EACH OCCURRENCE \$1,000,000
							AGGREGATE \$1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		46 WEC AS3454	12/01/2018	12/01/2019	PER STATUTE <input checked="" type="checkbox"/> OTHER
	E.L. EACH ACCIDENT \$1,000,000						
	E.L. DISEASE -EA EMPLOYEE \$1,000,000						
	E.L. DISEASE - POLICY LIMIT \$1,000,000						
A	FAILSAFE MEGA TECHNOLOGY E OR O			46 SBM AD2940	05/01/2019	05/01/2020	Each Glitch \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. RE: Contract # 6462599. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, volunteers are additional insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Purchasing Agent,
 Metropolitan Government of Nashville
 and Davidson County
 METRO COURTHOUSE
 NASHVILLE TN 37201

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/02/2019

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INSURED INFOSAPIENT INC 7777 GLADES RD STE 100 BOCA RATON FL 33434-4150	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A :</td><td>Hartford Fire and Its P&C Affiliates</td><td>00914</td></tr> <tr> <td>INSURER B :</td><td></td><td></td></tr> <tr> <td>INSURER C :</td><td></td><td></td></tr> <tr> <td>INSURER D :</td><td></td><td></td></tr> <tr> <td>INSURER E :</td><td></td><td></td></tr> <tr> <td>INSURER F :</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A :	Hartford Fire and Its P&C Affiliates	00914	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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	COMMERCIAL GENERAL LIABILITY <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															
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)															
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE AGGREGATE															
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CERTIFICATE HOLDER

FOR INFORMATIONAL PURPOSES ONLY
 7777 GLADES RD STE 100
 BOCA RATON FL 33434-4150

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	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	46 WEC AS3454	12/01/2019	12/01/2020	PER STATUTE <input checked="" 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

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 NASHVILLE TN 37201

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Susan L. Castaneda

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Certificate Of Completion

Envelope Id: 29C25DEAD13040329544B6F5E451DC63

Status: Completed

Subject: Metro Contract 6462599 with InfoSapient, Inc. (ITS)

Source Envelope:

Document Pages: 55

Signatures: 6

Envelope Originator:

Certificate Pages: 17

Initials: 6

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 & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

2/25/2020 8:36:52 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Terri L. Ray



Sent: 2/25/2020 8:41:39 AM

Terri.Ray@nashville.gov

Viewed: 2/25/2020 9:15:45 AM

Senior Procurement Officer

Signed: 2/25/2020 9:16:08 AM

Metropolitan Government of Nashville and Davidson

County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michelle A. Hernandez Lane



Sent: 2/25/2020 9:16:11 AM

michelle.lane@nashville.gov

Viewed: 2/26/2020 10:44:59 AM

Chief Procurement Officer/Purchasing Agent
Metro

Signed: 2/26/2020 10:46:54 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 99.203.96.188

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Gregg Nicholson



Sent: 2/26/2020 10:46:57 AM

Gregg.Nicholson@nashville.gov

Viewed: 2/26/2020 10:56:31 AM

Gregg Nicholson

Signed: 2/26/2020 10:56:52 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Accepted: 2/26/2020 10:56:31 AM

ID: f26e4444-6a17-4ee4-80f9-cdfac3569f25

Kati Guenther



Sent: 2/26/2020 10:56:55 AM

Kati.Guenther@nashville.gov

Viewed: 2/28/2020 10:14:18 AM

Security Level: Email, Account Authentication
(None)

Signed: 2/28/2020 10:14:41 AM

Signature Adoption: Pre-selected Style


Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:


Accepted: 2/28/2020 10:14:18 AM

ID: 38dcbb4-d33a-4598-979e-f22178073023


Signer Events	Signature	Timestamp
<p>Maria Barguil maria.barguil@infosapient.com Business Director InfoSapient Inc Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 2/28/2020 10:50:57 AM ID: eb241e9f-7152-4ff5-b490-31c45b2c9738</p>	<p><i>Maria Barguil</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.208.96.97</p>	<p>Sent: 2/28/2020 10:14:44 AM Viewed: 2/28/2020 10:50:57 AM Signed: 2/28/2020 11:10:13 AM</p>
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.191</p>	<p>Sent: 2/28/2020 11:10:16 AM Viewed: 3/2/2020 1:23:02 PM Signed: 3/2/2020 1:23:12 PM</p>
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/2/2020 1:23:15 PM Viewed: 3/4/2020 8:17:21 AM Signed: 3/4/2020 8:17:51 AM</p>
<p>Kim McDoniel Kim.McDoniel@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/4/2020 8:23:24 AM ID: e89713c4-115b-433f-b5d4-56219bb1aae1</p>	<p><i>Kim McDoniel</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/4/2020 8:17:54 AM Viewed: 3/4/2020 8:23:24 AM Signed: 3/4/2020 8:24:19 AM</p>
<p>Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/4/2020 1:39:14 PM ID: d19b7794-852c-4ed2-8306-c6af719ae68c</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190</p>	<p>Sent: 3/4/2020 8:24:22 AM Viewed: 3/4/2020 1:39:14 PM Signed: 3/4/2020 1:42:06 PM</p>
<p>Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 3/9/2020 8:41:40 AM ID: abcc06f0-6027-4ced-baca-5d93abbc28ca</p>	<p>Completed</p> <p>Using IP Address: 170.190.198.100</p>	<p>Sent: 3/4/2020 1:42:09 PM Viewed: 3/5/2020 7:52:24 AM Signed: 3/5/2020 8:03:34 AM</p>

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 8:03:40 AM Viewed: 3/5/2020 11:38:03 AM Signed: 3/5/2020 11:39:36 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	


Electronic Record and Signature Disclosure:
Accepted: 3/5/2020 11:38:03 AM
ID: a03ca41b-cc2f-470b-9a92-05a4f41eb9c4

Tara Ladd theresa.costonis@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 11:39:39 AM Viewed: 3/6/2020 3:03:12 PM Signed: 3/6/2020 3:03:51 PM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	

Electronic Record and Signature Disclosure:
Accepted: 3/6/2020 3:03:12 PM
ID: ac6c9edd-cb41-4248-9557-1c8883c5bbf3

Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/6/2020 3:03:55 PM Viewed: 3/9/2020 9:41:21 AM Signed: 3/9/2020 9:41:27 AM
	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 3/9/2020 9:41:21 AM
ID: af7b7cd4-3282-4d52-b46d-5121f573c1c7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/5/2020 8:03:38 AM Viewed: 3/5/2020 8:32:35 AM Completed: 3/9/2020 9:41:32 AM
	Using IP Address: 170.190.198.100	

Electronic Record and Signature Disclosure:
Accepted: 3/6/2020 1:16:37 PM
ID: 6e0d7150-8b47-4a97-bded-89662f79e917

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 3/9/2020 9:41:31 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 3/9/2020 9:41:32 AM

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	3/9/2020 9:41:32 AM
Certified Delivered	Security Checked	3/9/2020 9:41:32 AM
Completed	Security Checked	3/9/2020 9:41:32 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

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.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the “ESIGN Act”) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED “AS IS,” AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER’S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. **CONFIDENTIALITY** "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**



CA #: 2021040

Date Received: Nov. 24, 2020

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Database administration support for Oracle hosted E-Business Suite R12 application

Contract Number: 6462599 Amendment Number: 001

Requesting Department: ITS

Requesting Departmental Contact (Name & Number): Dawn Clark - 26033

Contractor's Business Name: InfoSapient, Inc.

Name of Contract Signatory: Maria Barguil

Contract Signatory Email Address: maria.barguil@infosapient.com

Address: 7777 Glades Rd Suite 100 City: Boca Raton ST: FL Zip: 33434

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
X Contract Value Increase	Original Contract Amount 200,000 Previously Executed Amendment(s) Amount N/A Current Amendment Amount 500,000 Amendment % Increase 250% Proposed Revised Contract Amount 600,000	Include revised fee schedules, budget, and total contract value as appropriate
____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
____ Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
____ Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 14521011

Fund #: 51137

Any Other Accounting Info: 502229

Procurement will route in DocuSign for Signature

Department Requester _____

Keith Durkin

11/29/2020 | 5:30 PM CST

Requesting Department Director's Signature of Approval

Date

2021040

CA #: _____

Nov. 24, 2020

Date Received: _____

To be completed by the Procurement Division

☒ Contract Amendment is Approved (Additional Comments: Add \$500k for a total of \$700k.

_____)

☐ Contract Amendment is Denied for _____

PURCHASING AGENT: *Michelle R. Hernandez Lane* Date: 12/10/2020 | 8:22 AM

From: [Clark, Dawn \(ITS\)](#)
To: [Finance – Procurement Resource Group](#)
Subject: Metro Contract 6462599 with InfoSapient, Inc. (ITS) Amendment
Date: Tuesday, November 24, 2020 8:23:15 AM
Attachments: [Contract Amendment Request Form InfoSapient, Inc 6462599.docx](#)

Attached is the contract amendment request form to increase the value of the contract for the remaining 4 years based upon the experience of the first year and criticality of this service for the new estimated amount through 2025 end date of the sole source contract. We are ok for the rest of this fiscal year but will need to have the amendment to the value in place sometime in 2021.

Dawn Clark

Assistant Director
Business Applications Solutions and Support
Metropolitan Government of Nashville and Davidson County
Information Technology Services
Office: 615-862-6033
Fax: 615-862-6295

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Certificate Of Completion

Envelope Id: F3A7F9B76CB446E9AA7513EF9772D126

Status: Completed

Subject: Contract Amendment Request Form for ITS - A2021040 InfoSapient

Source Envelope:

Document Pages: 3

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 & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

11/24/2020 11:14:46 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Judy Cantlon

Completed

Sent: 11/24/2020 11:20:00 AM

Judy.Cantlon@nashville.gov

Viewed: 11/24/2020 11:35:36 AM

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.185

Signed: 11/24/2020 11:36:09 AM

Electronic Record and Signature Disclosure:

Accepted: 11/24/2020 11:35:36 AM

ID: f5faf26a-70e2-42a2-83fb-957dec577fdd

Keith Durbin

Keith Durbin

Sent: 11/24/2020 11:36:10 AM

keith.durbin@nashville.gov

Viewed: 11/29/2020 5:29:55 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Signed: 11/29/2020 5:30:11 PM

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 11/29/2020 5:29:55 PM

ID: f7a0e94e-a045-4a57-9145-9556d17bb171

Michelle A. Hernandez Lane

Michelle A. Hernandez Lane

Sent: 11/29/2020 5:30:12 PM

michelle.lane@nashville.gov

Viewed: 12/1/2020 10:15:57 AM

Chief Procurement Officer/Purchasing Agent
Metro

Signed: 12/10/2020 8:22:04 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

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

Carbon Copy Events	Status	Timestamp
Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/10/2020 8:22:05 AM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/10/2020 8:22:06 AM
PRG 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	COPIED	Sent: 12/10/2020 8:22:06 AM Resent: 12/10/2020 8:22:10 AM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/10/2020 8:22:07 AM Viewed: 12/10/2020 9:01:36 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/24/2020 11:20:00 AM
Certified Delivered	Security Checked	12/1/2020 10:15:57 AM
Signing Complete	Security Checked	12/10/2020 8:22:04 AM
Completed	Security Checked	12/10/2020 8:22:07 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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<p>Maria Barguil maria.barguil@infosapient.com Business Director InfoSapient Inc Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/14/2021 2:12:31 PM ID: 58a39882-10c8-4948-8916-c1d665807d8a</p>	<p><i>Maria Barguil</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 76.208.96.97</p>	<p>Sent: 1/14/2021 10:29:45 AM Viewed: 1/14/2021 2:12:31 PM Signed: 1/14/2021 2:16:58 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>Electronic Record and Signature Disclosure: 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: 1/14/2021 2:17:02 PM Viewed: 1/14/2021 4:10:41 PM Signed: 1/14/2021 4:11:12 PM</p>
<p>Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/15/2021 7:08:44 AM ID: 557e5708-a598-48af-b331-f1fe09b68eca</p>	<p><i>Keith Durbin</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/14/2021 4:11:16 PM Viewed: 1/15/2021 7:08:44 AM Signed: 1/15/2021 7:09:15 AM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/15/2021 7:13:10 AM ID: 5ef9e448-2a7d-4679-9af1-a193d59f0be2</p>	<p><i>Tom Eddlemon</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.177.190.102 Signed using mobile</p>	<p>Sent: 1/15/2021 7:09:19 AM Viewed: 1/15/2021 7:13:10 AM Signed: 1/15/2021 7:16:05 AM</p>
<p>Kevin Cumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/15/2021 10:11:32 AM ID: 02c5828b-27ee-4f4c-b1cd-b9f160fdfa18</p>	<p><i>Kevin Cumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/15/2021 7:16:09 AM Viewed: 1/15/2021 10:11:32 AM Signed: 1/15/2021 10:12:19 AM</p>
<p>Kevin Crumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/15/2021 10:12:23 AM ID: 02c5828b-27ee-4f4c-b1cd-b9f160fdfa18</p>	<p><i>Kevin Crumbo/tlo</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/15/2021 10:12:23 AM Viewed: 1/15/2021 10:17:27 AM Signed: 1/15/2021 10:17:46 AM</p>

Signer Events	Signature	Timestamp
Accepted: 1/15/2021 10:17:27 AM ID: 81163c0e-0caf-4b4f-a148-e92014ec0764		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/15/2021 10:17:51 AM Viewed: 1/15/2021 10:19:18 AM Signed: 1/15/2021 10:19:28 AM
Electronic Record and Signature Disclosure: Accepted: 1/15/2021 10:19:18 AM ID: da965c98-5f53-4312-8521-9e6d8b2e5520		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/15/2021 10:19:32 AM Viewed: 1/15/2021 10:20:42 AM Signed: 1/15/2021 10:20:57 AM
Electronic Record and Signature Disclosure: Accepted: 1/15/2021 10:20:42 AM ID: e973875d-d2e3-4561-ba9f-71a9de68cb88		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/15/2021 10:21:05 AM
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
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 1/15/2021 10:21:01 AM
Electronic Record and Signature Disclosure: Accepted: 1/14/2021 9:26:31 AM ID: c519a74a-104f-49ad-a1b4-6c2c08ead10f		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)		Sent: 1/15/2021 10:21:03 AM Viewed: 1/15/2021 10:21:55 AM
Electronic Record and Signature Disclosure: Accepted: 1/15/2021 10:20:42 AM ID: e973875d-d2e3-4561-ba9f-71a9de68cb88		

Carbon Copy Events	Status	Timestamp
<p>Dawn Clark Dawn.Clark@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Christopher Wood Christopher.Wood@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<div>COPIED</div>	<p>Sent: 1/15/2021 10:21:04 AM Viewed: 1/15/2021 10:23:17 AM</p>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/12/2021 4:27:46 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

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.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-737, **Version:** 1

A resolution approving an application for a Major Cultural Institution grant from the Tennessee Arts Commission to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, to provide general operating support.

WHEREAS, the Tennessee Arts Commission is accepting applications for a Major Cultural Institution grant, with an award of \$100,000 and required matching funds of \$100,000; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

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

Section 1. That the grant application of The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Arts Commission, for a Major Cultural Institution grant to provide general operating support, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Nashville Arts Commission is authorized to submit said application to the Tennessee Arts Commission.

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 application for an annual grant in the amount of \$100,000 from the Tennessee Arts Commission to the Metropolitan Nashville Arts Commission for general operational support. The Arts Commission typically receives an annual state grant to help cover its operating costs. If awarded, a local match of \$100,000 will be required.

GRANT APPLICATION

Grant Major Cultural Institution 22

Department: ARTS COMMISSION

Grantor: NAT'L ENDOWMENT FOR THE ARTS

Pass-Through Grantor TENN. ARTS COMMISSION

Total \$100,000.00

Metro Cash \$100,000.00

Department Caroline Vincent
860-2377

Status CONTINUATION

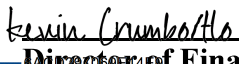
Program Description:

General Operating Support for Metro Arts. NOT to be re-granted.

Plan for continuation of services upon

If not funded, we will not provide this opportunity.

**APPROVED AS TO
AVAILABILITY OF FUNDS:**

DocuSigned by:
 12/29/2020


Director of Finance **Date** ^{DS}
TE

**APPROVED AS TO FORM
AND LEGALITY:**

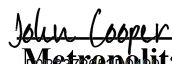
DocuSigned by:
 1/4/2021


Metropolitan Attorney **Date**

**APPROVED AS TO RISK
AND INSURANCE:**

DocuSigned by:
 1/4/2021

Director of Risk **Date**
Management Systems

DocuSigned by:
 1/4/2021

Metropolitan Mayor **Date** ^{DS}

(This application is contingent upon approval of the application by the Metropolitan Council.)

5151

^{DS}
kk

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
ARTS COMMISSION	41.00	Caroline Vincent				860-2377	862-6731
Grant Name:		Major Cultural Institution 22					
Grantor:		NAT'L ENDOWMENT FOR THE ARTS				Other:	
Grant Period From:		07/01/21	(applications only) Anticipated Application Date:		01/05/21		
Grant Period To:		06/30/22	(applications only) Application Deadline:		01/11/21		
Funding Type:	FED PASS THRU			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:	TENN. ARTS COMMISSION			Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	COMPETITIVE			Total Award:		\$100,000.00	
Status:	CONTINUATION			Metro Cash Match:		\$100,000.00	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	45.025			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:				Applic. Submitted Electronically?		<input checked="" type="checkbox"/>	
General Operating Support for Metro Arts. NOT to be re-granted.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
If not funded, we will not provide this opportunity.							
How is Match Determined?							
Fixed Amount of \$		or		100.0%	% 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?		yes		Fund	10101	Business Unit	41105000
Is not budgeted?				Proposed Source of Match:		ART Basic Grants	
(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		10.32%		Indirect Cost of Grant to Metro:		\$20,640.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		Ind. Cost Requested from Grantor:	
						\$0.00	
*(If "No", please attach documentation from the grantor that indirect costs are not allowable. See Instructions)							
Draw down allowable? <input checked="" 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	FY22	\$100,000.00			\$100,000.00	10101, 41105000	\$0.00	\$200,000.00	\$20,640.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$100,000.00	\$0.00	\$0.00	\$100,000.00		\$0.00	\$200,000.00	\$20,640.00	\$0.00
Date Awarded:				Tot. Awarded:		Contract#:				
(or) Date Denied:				Reason:						
(or) Date Withdrawn:				Reason:						

Contact:

trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 04/23/09
5151

GCP Rec'd
12/21/20

GCP
Approved
12/21/20

VW

Annual Grant
Major Cultural Institutions FY 2022

Metro Nashville Arts Commission
A-2011-12082 | \$100,000.00

Metro Arts Nashville FY22 Operating Support

Status: Application

Application NOT submitted

This application has not been submitted.

Please fill out the application in it's entirety. Check that all sections are completed. Save often and then click Submit. After you press save and submit, refresh your browser and check this box to see if your application was successfully submitted. If you continue to see this red box, your application has not been submitted.

If you receive a generic compliance warning and cannot identify missing information, check for REQUIRED DOCUMENTS near the bottom of your application.

▼ APPLICANT PROFILE

When you are editing the form, remember to click the Save button before navigating away—the form will not auto-save.

Fields marked with an asterisk* are required.

*Fiscal Year:	2022
Grant Category:	Major Cultural Institutions
*Is this your first time applying for Commission Funds?	No
*Are you applying as:	Entity of Government
Organization Name:	Metro Nashville Arts Commission
Primary Contact:	Janine Christiano
Primary Signatory:	Caroline Vincent

▼ SAVE APPLICATION

After filling out the "Applicant Profile" section, make note of your application number (example: A-1610-01021, A-1611-01101, etc.) and save the application. You may then select the EDIT button at the top of the screen and continue filling out the application.

Save your work frequently! If you leave this page, this application may be found in your grantee portal under the "Draft Applications" link on the navigation menu to your left. You may select your application, click the EDIT button, and continue filling it out.

When you are editing the form, remember to click the "Save" button before navigating away. The form will not auto-save. **Fields marked with an asterisk* are required.**

▼ PROJECT/PROGRAM DESCRIPTION

***Project Title:** Metro Arts Nashville FY22 Operating Support

***Funding Description:**

To support the general operations of the Metro Nashville Arts Commission

***Project Start Date:** 7/1/2021

***Project End Date:** 6/30/2022

***Number of days the project activity will occur:** 355

***Estimated Number of Adults Engaged:** 3000000

***Estimated Number of Youth Engaged:** 400000

***Estimated Number of Total Individuals Engaged:** 3400000

Media organization or media based project? No

***Estimated Number of Artists Participating:** 7000

% who are children (under 18): 21%

% who are people of color: 44%

% who are living in rural communities or isolated settings: 3%

% who are people with disabilities: 9%

% who are senior citizens (65 and over): 11%

Proposed Project Accessibility Statement

The Commission is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. In the space provided, indicate efforts made by your organization to include underserved artists and audiences in your proposed project/programming.

:

Metro Arts is committed to providing access to the arts for traditionally underserved artists and constituents, including people of color, people with disabilities, children, people living in rural communities or isolated settings, and senior citizens. Metro Arts adopted a cultural equity statement which includes a specific commitment to people who have been historically underrepresented in mainstream arts funding, discourse, leadership, and resource allocation; including but not limited to people of color, seniors, people with disabilities, people living in rural/isolated settings, LGBTQ people, women, and socio-economically disadvantaged. We regularly host cultural competency trainings, continually review our practices and policies, and encourage the broader development of similar practices within the Nashville arts community.

▼ Project Discipline Item Details

*Project Discipline:	14 Multidisciplinary
*Type of Activity:	Institution/organization support - 11
*Strategic Outcome:	Livability: American Communities are Strengthened Through the Arts.
*Arts Education:	None of this project involves arts education

▼ NARRATIVE INFORMATION

*OPERATIONAL SUMMARY

▼ Operational Summary Instructions

Please provide a narrative description of your organization's history and mission by addressing the following issues:

- Leadership activities including within the community that the organization serves and within the community where the organization is located,
- Identifying and serving underserved populations
- Marketing strategies and accomplishments
- Publications, films, recordings, slide shows, etc.
- Educational projects and programs
- Productions, presentations, and exhibitions
- Supplying evidence of the long-term viability and sustainability

Operational Summary Narrative:

Grants: A significant portion of Metro Arts' budget is redistributed in to the community through both operating and project-based grant awards. Operating support is distributed via Basic Operating Support grants for organizations who have an annual budget of over \$100,000 per year and Core Operating Support grants for organizations who have budgets smaller than \$100,000. To remove access barriers for small organizations and those led by people of color, we regularly review and evaluate our grant guidelines, application, scoring rubric and monitoring processes in an effort to reduce apparent, and inadvertent, barriers that applicants experience when seeking financial support from Metro Arts. As a result, over the past few years the scores and rankings assigned to the applicants has shifted to reward authentic community engagement and conversely, challenged organizations who still employ practices that perpetuate inequity. This shift paired with the learning opportunities offered by Metro Arts, we have seen the beginnings of a transition among our grantees that includes self-reflection and the implementation of more equitable practices. To support arts organizations' continued recovery following challenges related to the coronavirus, Metro Arts will shift grant support to operating support in FY22. **Restorative Arts:** Restorative Arts is a partnership between Metro Arts and the Juvenile Justice Center (JJC) that was launched in FY17. Since that time, Metro Arts has been building a framework for integrating arts interventions into restorative justice practices within JJC as well as connecting other court-involved youth with similar arts intervention opportunities. Metro Arts has spent the last two years building out this framework by: creating a referral list of currently available arts programs focused on restorative justice practices; training teaching artists in cultural competency, trauma-informed care, positive youth development, and non-violent communication; and funding teaching artists to implement programs specifically designed for youth in crisis. Projects funded have served court-involved youth in the Juvenile Justice Center, Gang Court, the Reaching Excellence as Leaders program through the Oasis Center, the Youth Overcoming Drug Abuse program, and individual community projects in neighborhoods that support families of incarcerated youth. **Opportunity NOW:** In partnership with the Metro Action Commission (MAC), Metro Arts has developed project based work experiences in artistic fields for young people ages 14-16. Led by Community Arts Partners and peer coaches, teams of youth are engaged in six week-long projects during the summer months that emphasize arts service learning and work readiness training and represent a wide range of geographic locations throughout Davidson County. These experiences have been so successful that MAC has increased the budget allocated for arts experiences in 2019. **Racial Equity in Arts Leadership (REAL):** REAL is a program that engages artists, organizational leaders and arts administrators in teaching and peer learning opportunities about antiracism and equity practices. Participants engage in seminars, lunch and learn sessions, and workshops to gain awareness, self/peer critique, and enact change within their personal practices and organizational structures. In addition, Metro Arts will continue to sponsor and trainings on Understanding and Analyzing Systemic Racism and Introduction to Systemic Racism training for local arts and culture leaders in 2021. REAL is facilitated in partnership with the Curb Center of Arts, Enterprise, and Public Policy at Vanderbilt University. **Antiracism Transformation Team:** In October 2017, the Metro Arts Commission voted to establish an Antiracism Transformation Team (ARTt) to support the agency in keeping

the promise of its mission to drive an equitable and vibrant community through the arts. Members of ARTt represent Metro Arts staff and community stakeholders that include a wide range of organizational roles, skills, and points of view. Over the past two years, the team has worked toward creating a framework that will hold the agency accountable in becoming antiracist in its identity and working toward racial equity in all policies and practices. This work is now being taken on as an official subcommittee of the Nashville Metro Arts Commission board. Public Art: In the coming year we are continuing to work to expand and reimagine the public art process with deeper community engagement, use of public art as a community investment tool for neighborhood transformation, creative workforce development, and equitable practices throughout the city. **Poetry in Motion:** Poetry in Motion is a month-long poetry celebration bringing poetry to the public via city transit, including poems on a Poetry Bus, fare cards, on-bus placards, and transit shelters. Poetry in Motion combines these sources of Metro Arts, WeGo Nashville Public Transit, Southern Word, and The Porch Writers' Collective to create spaces for artistic expression, represent the cultural diversity of our neighborhoods, uplift the work of adult and youth writers, and facilitate citywide discourse and conversation about important civic topics. Artist Residency: Brandon Donahue's public art commission included a residency with the summer camp students at Madison Community Center in 2017. He encouraged the children to explore their ideas of themselves, their community, and their futures through drawing and collage. These silhouettes formed the basis of the colorful vinyl cutouts lining the glass walls in the Madison Community Center, part of the permanent public art collection. Community Engagement: Understanding that the first step in any public art project is meaningful community engagement, Metro Arts supported neighborhood-based artist-led activities that included playing vintage-style board games with a gentrification theme and hosting community conversations about history, needs, and opportunities in an outdoor living room. Art Works: In 2018, Metro Arts launched Art WORKS Collection, a program to expand the public art collection to include two-dimensional, wall-hung artworks from Davidson County artists for Metro Nashville's public buildings. The works of 41 local artists are available for viewing during regular business hours at the Historic Metro Courthouse and Metro Office Building. Temporary Public Art Exhibition: Build Better Tables, Metro Arts' inaugural temporary public art exhibition, featured projects from nine artists and collectives, all focused around the common themes of food access and food justice. The projects included seed libraries, a community bread oven, a "food rights bike," and in-depth community conversations about how these issues impact Nashvillians. The project was selected as one of Americans for the Arts' 2018 Year in Review list of best public art projects in the nation. Envision Nolensville Public Transit Art: Metro Arts has been a partner in the Envision Nolensville Pike transit-oriented planning process, highlighted the role public art could play in making Nolensville Pike more welcoming and safe for pedestrians and public transit consumers, while reflecting the unique and vibrant community. Metro Arts has commissioned local artists for four artist-designed transit shelters and graphic utility box wraps. Public Art Toolkits: Responding to the increasing public interest in murals and other public art projects, Metro Arts created two how-to guides to assist private citizens. Art for (W)all: A Guide to Making Murals in Nashville and + Art: A Developer's Guide to Public Art are based on Metro Arts' best practices and are downloadable resources available on the Metro Arts website.

***ACTIVITIES**

Explain all activities for the fiscal year for which funding is requested. Include information about planning procedures and accessibility. What goals do you wish to accomplish? You will be asked to report outcomes if awarded funding.

Activities Narrative:

***PARTNERSHIPS**

Describe how your organization utilizes public and private partnerships and the value of these partnerships to the community.

Partnerships Narrative:

Partnerships are central to our ability to reach more citizens and scale the impact of arts in our community. Our partnerships further emphasize how we collaborate with partners to create or improve conditions within the local arts community to increase resources; drive equity, inclusion, and access; and enhance neighborhood infrastructure. Here are just a few examples of how partnerships improve efficiency and community impact at Metro Arts.

***COMMUNITY SERVED**

Describe the community that your organization serves.

Community Served Narrative:

Nashville, Tennessee is home to the state capital and has the second largest county population in the state. The county's 526 square miles encompasses six independent municipalities outside of the consolidated city-county government, eight national and state protected areas, thirty-five council districts, and numerous unique neighborhoods. Consistently ranked as one of the top five cities in the country for its vibrant arts community, Nashville regularly appears in the National

Center for Arts Research annual arts vibrancy index. Nearly 40,000 Nashville residents work directly in “creative” professions, and thousands more are in ancillary careers supported through the for-profit music industry and cultural institutions within our city. Metro Arts serves the entire Metro Nashville-Davidson County population of over 667,000 people. Like many other American cities, our population is rapidly growing, trending younger and more racially diverse. Currently, 55% of the population identifies as White compared to the Nashville MSA statistic of 78%. People of color make up approximately 44% of the county’s population. Currently, more than 12.5% of Nashville residents are foreign-born and there are over 100 different languages spoken by students enrolled in Metro Nashville Public Schools (MNPS). Approximately 30% of MNPS households speak a language other than English at home. Children under the age of 18 make up 21.5% of the county’s population while seniors make up just under 11%. According to the 2017 Community Needs Assessment conducted by Metro Social Services, 16.9% of Nashville’s population lives in poverty. Of that number, almost a third are children under the age of 18. Metro Arts seeks to serve this entire population through quality grantmaking focused on arts access, direct programs that bring arts activities to the citizenry, maintaining a robust public art collection, and creative placemaking that supports equitable community development. Metro Arts engages arts organizations and individual artists to provide accessible arts programming to the people of Nashville. In FY20 Metro Arts grantees provided over 110,000 arts interactions with students through either field trips or in-school programming. Schools and cultural facilities are not the only spaces activated by artists and arts organizations. Arts programming in FY20 took place at 50 private businesses, 10 colleges and universities, 17 Metro Parks, 33 places of worship, and 50 senior living communities. By activating non-traditional spaces, the projects we fund are reaching deep in to Nashville neighborhoods, providing quality arts programming in every corner of the county.

***EVALUATION**

Explain how you will evaluate the success of the project or program(s) for which you are requesting funds and the value it adds to the community being served. Be Specific. You will be asked to report on the outcomes if awarded funding.

Evaluation Narrative:

Evaluation is a key component to all Metro Arts activities and programs. It includes the tracking of extensive quantitative and qualitative data from year to year that provides insight in to Nashville’s creative workforce, students served, locations activated, and the make-up of the participants who engage with arts programming. Funding recipients in Grants, THRIVE, Opportunity NOW, Restorative Arts, and Learning Lab are all required to submit final reports to Metro Arts that include details on how monies were spent, where activities took place, and the total number of participants engaged. In FY18 we standardized data collection protocols which created consistency in data collection across all programs. We are currently expanding our staff to include a program and evaluation coordinator to support evaluation efforts. With improved data collection practices and increased capacity in place, we can now focus on new ways of analyzing and interpreting data to determine if we are effectively meeting our stated outcomes. We anticipate that by the end of FY20 we will have a fully integrated system of measuring and articulating Metro Arts’ impact across all programs. In all of the agency’s work, online and social media engagement is integral to success. Using Facebook, Twitter, and Instagram accounts, we collect the number of likes, posts, favorites, retweets, shares, and chats that happen on each platform. We have seen a significant increase in online engagement since bringing on a part-time Communication Engagement and Media Specialist to our team. Metro Arts’ bi-weekly e-newsletter is sent to 3044 subscribers. Public art accessed via the ExploreNashvilleArt.com mobile website is measured using Google analytics and compared with traffic reports from previous fiscal years. The same traffic measurement tools are used for tracking Metro Arts website engagement.

▼ FINANCIAL INFORMATION

▼ THREE-YEAR CASH OPERATING BUDGET HISTORY

Year 1: Fiscal Year 2020

(Most Recently Completed Fiscal Year)

Cash Only	
Expenses:	\$3,526,668.00
Revenues:	\$3,816,043.00

Year 2: Fiscal Year 2021
(Current Fiscal Year)

Cash Only	
Expenses:	\$3,603,160.00
Revenues:	\$3,603,160.00

Year 3: Fiscal Year 2022
(Projected Fiscal Year)

Cash Only	
Expenses:	\$3,833,640.00
Revenues:	\$3,833,640.00

Variation Explanation
Explain any variation of 10% or more between the current fiscal year and your most recently completed fiscal year.
:
There are no variances greater or less than 10%.

Deficit Explanation
If last fiscal year expenses are greater than income, provide an explanation of: (a) How the shortfall was covered?
(b) What caused the shortfall and your organization’s efforts to prevent its recurrence?
:
There were not deficits.

▼ **PROJECTED PROJECT EXPENSES**

***Amount of Your Grant Request:** \$100,000.00

	Commission Funds Requested	Applicant Cash Participation
1. Salaries, Benefits & Taxes		\$728,400.00
2. Professional Fee, Grant & Award	\$30,000.00	\$2,925,660.00
3. Supplies, Telephone, Postage & Shipping, Occupancy, Equipment Rental & Maintenance, Printing & Publications	\$20,000.00	\$29,520.00
4. Travel, Conferences & Meetings		
5. Insurance		
6. Other Non-Personnel Invest	\$50,000.00	\$100,060.00
7. Capital Purchase (only when allowable)		
8. Indirect Cost (only when allowable)		
9. In-Kind Expense (only when allowable)		
10. Total Cash Expenses	\$100,000.00	\$3,783,640.00

In the text box below, enter an explanation for any expenses you listed on a line item either in the "Applicant Cash Participation" or "Commission Funds Requested" columns above. See Expense and Income Definitions in the Document

Library for reference.

Explanation(s):

Other Non-Personnel Invest: Web hosting services, grants management system, project management system, ITS services, license fees, host services, water, membership dues, subscriptions, review panels, public art inventory system, press releases, dedication materials, advertisements, design services, photographic services, forums, workshops, advertisements, printing

*Verify the total Project Cash Expenses: \$3,833,640.00

Enter the amount of your total project cash expenses. This number should equal the sum of the total “Applicant Cash Participation” and the total “Commission Funds Requested” amounts from line 10 in the table above.

▼ PROJECTED PROJECT INCOME

	Amount
11. Earned Income - Admissions	
12. Earned Income - Contract Services	
13. Earned Income - Other	
14. Contributions - Corporate	
15. Contributions - Foundation	
16. Contributions - Individual/Other Private	
17. Government Support - Federal	
18. Government Support - State/Regional (Exclude this request)	\$34,560.00
19. Government Support - City/County	\$3,699,080.00
20. Existing Funds	
21. Other	
22. Total Applicant Cash Income	\$3,733,640.00

In the text box below, enter an explanation for any income you listed above. See Expense and Income Definitions in the Document Library for reference.

Explanation:

This number should equal the total from line 22 above

*Verify the total Applicant Cash Income above: \$3,733,640.00

+ Amount Requested: \$100,000.00

The Amount Requested will repopulate from above data after you save your application.

*Total Projected Project Income: \$3,833,640.00

▼ In-Kind Contributions

In-Kind Contribution Total: \$100,000.00

In-Kind Contribution Summary:

▼ REQUIRED DOCUMENTS

Document types listed here are required for this application category. To upload documents, click the plus button next to the document type. Then click the "Add Files" button. Browse to the file and click "Open." Click the "Start Upload" button. When the upload is 100% completed, click the 'x' at the top right corner to close the document upload window. Once uploaded, the document will no longer be listed here, AND will appear at the bottom of the application in the "Required Documents" section.

Required Documents

Proof of Arts Advocacy

Bios & Job Descriptions

Organization Flowchart

Board of Directors

Audit Response

Financial Audit and Management Letter Annual




Long Range Plan / Strategic Plan

Proof of Specialty License Plate

Accessibility Checklist

DOCUMENTS

Optional Material Link(s):

ORGANIZATION DOCUMENTS
<div> TitleVI_CertificationForm_FY21.pdf</div> <div>2021 Title VI Training Certification</div> <div>Added by Caroline Vincent at 3:25 PM on September 18, 2020</div>
<div> Speciality License Plate Promotion Proof_Metro Arts TN Specialty Plates ...</div> <div></div> <div>Added by Janine Christiano at 1:56 PM on February 14, 2020</div>
<div> TitleVI_CertificationForm_FY20.pdf</div> <div>2020 Title VI Training Certification</div> <div>Added by Ian Myers at 2:06 PM on August 29, 2019</div>

If you have submitted an application before through this online grants system, the organization documents you uploaded with previous requests will display in the "Organization Documents" section above. When submitting a new application, verify that the organization documents uploaded are the most recent versions. If not, please include the most recent versions before submitting. Do not delete prior versions.

▼ ORGANIZATION INFORMATION

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your organization profile as well as your application. The organization information below is from your organization profile. If any information is incorrect, please modify your organization profile.

Website: www.artsnashville.org

Phone: 615-862-6720

Voice/TDD: 615-862-6720

Applicant Status: 07 Government - County

Applicant Institution: 16 Arts Council/Agency

Applicant Discipline: 14 Multidisciplinary

Accessibility Coordinator Name: Ian Myers

Title: Finance and Operations Director

Email Address: Ian.Myers@nashville.gov

Federal 9-Digit EIN (Organization): 62-0694743

DUNS Number (Organization): 078217668

Organizational Fiscal Year End Date (Organization): June 30

Physical Street Address: 1417 Murfreesboro Pike

Physical City: Nashville

Physical State: Tennessee

Physical 9-Digit Zip: 37217-2810

Physical County: Davidson

Mailing Street Address: P.O. Box 196300

Mailing City: Nashville

Mailing State: Tennessee

Mailing 9-Digit Zip: 37219-6300

Mailing County: Davidson

US House Congressional District Number: 5th

Tennessee Senate District Number: 19

Tennessee House District Number: 51

Mission Statement: To drive an equitable and vibrant community through the arts.

Underserved Statement: Metro Arts believes ALL Nashvillians should be able to participate in a creative life, and that the arts drive a vibrant and equitable community. Cultural equity embodies the values, beliefs, policies and practices that ensure that all people can fulfill their rights of cultural expression and belonging, participation, learning, and livelihood within the arts ecosystem. This includes specific commitment to people who have been historically underrepresented in mainstream arts funding, discourse, leadership and resource allocation, including, but not limited to, people of color, people with disabilities, LGBTQ people, women, and the socio-economically disadvantaged.

Arts Advocacy Statement: Metro Arts advocates for arts funding at the local, state, and national levels both through ongoing education and membership/participation in advocacy groups. We are active members of Americans for the Arts, the Arts Action Fund, Tennesseans for the Arts, and the Nashville Arts Coalition. We regularly promote the TN Specialty License Plate and Gift-A-Tag programs. We actively participate in the Parks, Libraries, and Arts Committee of Metro Council.

Specialty License Plate & Gift-A-Tag Voucher Program Statement: Metro Arts displays Specialty License Plate and Gift-A-Tag program information in our office using posters, flyers, and table top displays. Our bi-weekly e-newsletter contains information and links to purchase tags. At all of our community engagement events, we bring license plate information to distribute to attendees. Our work is enhanced by the funds from this program so we take advantage of

every opportunity to encourage specialty license plate purchases.

Board Information

For 501(c)(3) organizations only: using the organization's current list of governing board of directors submitted with this application, supply the correct information.

Organization Demographic: No Single Group
Number of individuals serving on the board: 15
Length of board member term (in years): 4
Maximum number of consecutive terms: 2
Number of times per year the full board meets: 12
Demographic Information

TN County: Davidson

Children (Under 18)	21%
People Living In Rural or Isolated Settings	3%
People Living with Disabilities	9%
People of Color	44%
Senior Citizen	11%

Board of Directors

Children (Under 18)	
People Living In Rural or Isolated Settings	
People Living with Disabilities	6%
People of Color	33%
Senior Citizen	13%

Organization Staff

Children (Under 18)	
People Living In Rural or Isolated Settings	
People Living with Disabilities	
People of Color	36%
Senior Citizen	

▼ **CONTACT INFORMATION**

TO ALL APPLICANTS

As part of the application submission process, we require you to complete your People Profile as well as your application. The contact information below is from your People Profile. If any information is incorrect, please modify your People Profile, found on the left-hand menu under Users.

Contact Title: Strategic Funding & Initiatives Manager
Contact Name: Janine Christiano
Contact Email Address: janine.christiano@nashville.gov

Contact Phone Number: 615-862-6744**Contact Home Number:****▼ ASSURANCES**

The applicant assures the Commission that:

1. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant.
2. The filing of this application has been duly authorized by the applicant.
3. The applicant will expend funds received as a result of this application solely for the described project or program.

By signing this application, the applicant hereby assures and certifies that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101-12213) and, where applicable, Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.); as well as all regulations of the National Endowment for the Arts issued pursuant to these statutes and that it immediately will take any measures necessary to comply.

Application will not be accepted without TWO original signatures. Signatures cannot be from the same person.

Chief Authorizing Official (Chair or President of the Board)***Name and Title:**

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

***I certify:** ☐ No

Project/Program Director***Name and Title:**

Entering my name and title and clicking the "I certify" checkbox constitutes my signature acknowledging my awareness of the above assurances and my commitment to implement this project in accordance with them.

***I certify:** ☐ No

Note: If this application is being submitted by an organization acting as a fiscal agent for another organization, the Chief Authorizing Official and Project Director of the organization acting as fiscal agent and holding the not-for-profit letter of determination must sign this application.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-738, **Version:** 1

A resolution approving amendment one to a grant from the Nashville Parks Foundation to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, previously entered into a grant agreement with the Nashville Parks Foundation to fund improvements to the Elmington Park tennis courts approved by RS2019-1798; and,

WHEREAS, the parties wish to amend the grant agreement to increase the amount of the grant by \$100,000.00 from \$100,000.00 to \$200,000.00 with no cash match required, 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 accepted.

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 Nashville Parks Foundation, in an amount not to exceed \$100,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts, 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.

Analysis

This resolution approves an amendment to a grant from the Nashville Parks Foundation to the Metro Parks Department to fund improvements to the Elmington Park tennis courts. This amendment increases the amount of the grant award by \$100,000, for a total grant award of \$200,000. The previous \$100,000 grant was approved by Resolution No. RS2019-1798.

This donation was approved by the Parks Board on January 5, 2021.

GRANT SUMMARY SHEET

Grant	Elmington Park Tennis 19 Amend. 1
Department:	PARKS & RECREATION
Grantor:	NASHVILLE PARKS FOUNDATION
Pass-Through Grantor	
Total Award this	\$100,000.00
Cash Match	\$0.00
Department	Alan Enzo 862-8400
Status	AMENDMENT

Program Description:

The grant is for the support of tennis court renovations in Elmington Park. There is no cash match requirement from Metro Parks. There is no end date for this grant award. Amendment 1 adds \$100,000.00 to the previous amount of \$100,000.00 for a new grand total of \$200,000.00. There is no cash match requirement from Metro Parks.

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 type="radio"/> Contract Amendment <input checked="" type="radio"/>					
Department	Dept. No.	Contact		Phone	Fax
PARKS & RECREATION ▼	040	Alan Enzo		862-8400	862-8414
Grant Name: Elmginton Park Tennis 19 Amend. 1					
Grantor: NASHVILLE PARKS FOUNDATION ▼ Other: _____					
Grant Period From: 08/01/19		(applications only) Anticipated Application Date: _____			
Grant Period To: _____		(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: \$100,000.00			
Status:	AMENDMENT ▼	Metro Cash Match: \$0.00			
Metro Category:	Est. Prior. ▼	Metro In-Kind Match: \$0.00			
CFDA #	N/A	Is Council approval required? <input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>			
The grant is for the support of tennis court renovations in Elmginton Park. There is no cash match requirement from Metro Parks. There is no end date for this grant award. Amendment 1 adds \$100,000.00 to the previous amount of \$100,000.00 for a new grand total of \$200,000.00. There is no cash match requirement from Metro Parks.					
Plan for continuation of service after expiration of grant/Budgetary Impact:					
N/A.					
How is Match Determined?					
Fixed Amount of \$	\$0.00	or	0.0%	% 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?		N/A	Fund	Business Unit	
Is not budgeted?		\$0.00	Proposed Source of Match:		N/A
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)			Requested from Cont. Match Fund: N/A		
Other:					
Number of FTEs the grant will fund:		0.00	Actual number of positions added:		0.00
Departmental Indirect Cost Rate		15.91%	Indirect Cost of Grant to Metro:		\$15,910.00
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow. 0.00%	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			\$200,000.00	\$0.00		\$0.00	\$200,000.00	\$15,910.00	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$200,000.00	\$0.00		\$0.00	\$200,000.00	\$15,910.00	\$0.00
Date Awarded:				01/07/20	Tot. Awarded: \$100,000.00		Contract#:		N/A	
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

trinity.weathersby@nashville.gov

Contact: vaughn.wilson@nashville.gov

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201



(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

January 6, 2021

Ms. Gretchen Pritchett, President
Nashville Parks Foundation
P.O. Box 196340
Nashville, TN 37219

Dear Gretchen:

The Parks' Board, at its meeting held Tuesday, January 5, 2021, accepted a donation from the Nashville Parks Foundation not to exceed \$100,000 for improvements to the tennis courts in Elmington Park.

Please note that a previous donation of \$100,000 was received from the Nashville Parks Foundation to support tennis court renovations in Elmington Park on June 7, 2019 and this total project is limited \$200,000. Please note that this donation requires no match or other obligations from the Metropolitan Government and/or Metro Parks.

If further information is needed regarding the **donation** process, please contact Mr. Alan Enzo of my staff; he may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution to our parks system.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

:jf

c: Alan Enzo
Chinita White
Tim Netsch





December 14, 2020

Dear Director Odom and Members of the Park Board:

The Nashville Parks Foundation requests the board to accept an additional donation, not to exceed \$100,000, for improvements to the tennis courts at Elmington Park. The first donation of \$100,000 for this project was submitted and approved by the Parks Board on May 23, 2019. The total project will be limited to \$200,000.

Please note that there is no match or other obligation from Metro Parks and/or Metropolitan Government related to this grant.

Thank you for your consideration,

Sincerely,

Gretchen Pritchett
President/CEO
Nashville Parks Foundation

Nashville Parks Foundation
PO Box 196340 – Nashville, TN 37219-6340 – 615-337-7878 – info@nashvilleparksfoundation.org

**SIGNATURE PAGE
FOR**

GRANT NO. Elmington Park Tennis 2019 – Amendment 1

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department Name

1/12/21

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

A resolution accepting a grant from the Nashville Parks Foundation to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts.

WHEREAS, the Nashville Parks Foundation has awarded a grant in an amount not to exceed \$100,000.00 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts, a copy of which grant is attached hereto; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant be accepted.

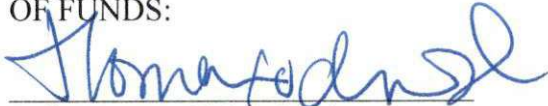
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the grant by and between the Nashville Parks Foundation, in an amount not to exceed \$100,000.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts, 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 Nashville Parks and Recreation Department based on the revenues estimated to be received and any match to be applied.

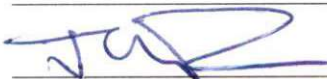
Section 3. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

INTRODUCED BY:



Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:



Assistant Metropolitan Attorney





METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201

(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique N. Odom, Director

June 7, 2019

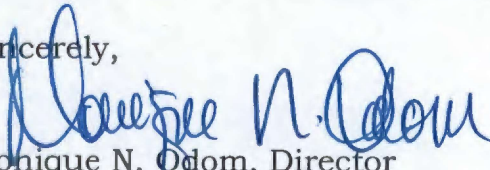
Nashville Parks Foundation
Ms. Gretchen Pritchett, President
P.O. Box 196340
Nashville, TN 37219

Dear Ms. Pritchett:

As you are aware the Metro Parks Board, at its meeting held Tuesday, June 4, 2019, accepted a donation of \$100,000 on behalf of the Nashville Parks Foundation to support tennis court renovations in Elmington Park. Please note that this donation requires no match from Metro Parks.

If further information is needed regarding the donation process, please contact Mr. Alan Enzo of my staff; he may be reached at 615 862-8400. On behalf of Metro Parks, thank you for this generous contribution to our parks system.

Sincerely,


Monique N. Odom, Director
and Secretary to the Board

:jf

c: **Mr. Alan Enzo**
Ms. Chinita White





May 23, 2019

Dear Director Odom and Members of the Park Board:

The Nashville Parks Foundation requests the board to accept a donation in the amount of \$100,000 to fund improvements to the tennis courts in Elmington Park.

Thank you for your consideration,

Sincerely,

A handwritten signature in blue ink, which appears to be "Gretchen Pritchett", followed by a long horizontal line.

Gretchen Pritchett
President/CEO
Nashville Parks Foundation

SIGNATURE PAGE
FOR
GRANT NO. Elmington Park Tennis 2019

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department

6/11/19

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:



Talia Lomax-O'dneal, Director
Department of Finance

6-19-19

Date

APPROVED AS TO RISK AND INSURANCE:



Director of Insurance

6/20/19

Date

APPROVED AS TO FORM AND
LEGALITY:



Metropolitan Attorney

6/20/19

Date

FILED:



Metropolitan Clerk RS2019-1798

7/3/19

Date

ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2019-1798

2019 JUN 25 AM 11:23
FILED METROPOLITAN CLERK

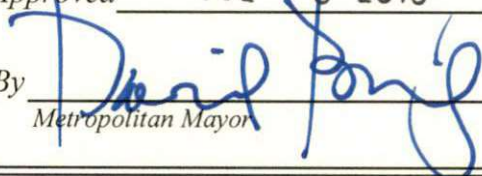
A resolution accepting a grant from the Nashville Parks Foundation to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Parks and Recreation Department, to fund improvements to the Elmington Park tennis courts.

Introduced JUL - 2 2019

Amended _____

Adopted JUL - 2 2019

Approved JUL - 3 2019

By 
Metropolitan Mayor

Metro Council Office

JUN 21 2019
Time: 8:35 By: AK



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-739, **Version:** 1

A resolution accepting a grants package from the Friends of Warner Parks to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to continue funding staff positions and copier costs.

WHEREAS, the Friends of Warner Parks have awarded a grants package in an amount not to exceed \$59,183.72 with no cash match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to continue funding staff positions and copier costs; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that the grants package be accepted.

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

Section 1. That the grants package by and between the Friends of Warner Parks, in an amount not to exceed \$59,183.72, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to continue funding staff positions and copier costs, a copy of which grants package is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of these grants be appropriated to the Metropolitan Nashville Parks Department 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 grant in the amount of \$59,183.72 from the Friends of Warner Park to the Metro Parks Department to provide continued funding for staff positions and copier rental. This includes partial funding for three naturalist positions, two seasonal workers, and the copy machine rental. The grant period is January 1, 2021 through December 31, 2021.

The Parks Board approved this grant on January 5, 2021.

GRANT SUMMARY SHEET

Grant Friends of Warner Park Staffing 21-21

Department: PARKS & RECREATION

Grantor: FRIENDS OF WARNER PARKS

**Pass-Through
Grantor**

Total Award this \$59,183.72

Cash Match \$0.00

Department Alan Enzo
862-8400

Status CONTINUATION

Program Description:

This grant provides reimbursement for staffing and copier rental for the Warner Parks HQ for the period of January 1-December 31, 2021.

Plan for continuation of services upon

This grant is recurring and is expected to continue indefinitely. Should funds become unavailable the Parks Department will evaluate the availability of other resources for funding.

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																								
PARKS & RECREATION ▼	040	Alan Enzo				862-8400	862-8414																								
Grant Name:		Friends of Warner Park Staffing 21-21																													
Grantor:		FRIENDS OF WARNER PARKS ▼				Other:																									
Grant Period From:		01/01/21		(applications only) Anticipated Application Date:																											
Grant Period To:		12/31/21		(applications only) Application Deadline:																											
Funding Type:	OTHER ▼			Multi-Department Grant <input type="checkbox"/>		If yes, list below.																									
Pass-Thru:	▼			Outside Consultant Project: <input type="checkbox"/>																											
Award Type:	OTHER ▼			Total Award:		\$59,183.72																									
Status:	CONTINUATION ▼			Metro Cash Match:		\$0.00																									
Metro Category:	Est. Prior. ▼			Metro In-Kind Match:		\$0.00																									
CFDA #	N/A			Is Council approval required?		<input checked="" type="checkbox"/>																									
Project Description:				Applic. Submitted Electronically?		<input type="checkbox"/>																									
<p>This grant provides reimbursement for staffing and copier rental for the Warner Parks HQ for the period of January 1-December 31, 2021.</p>																															
<p>Plan for continuation of service after expiration of grant/Budgetary Impact:</p> <p>This grant is recurring and is expected to continue indefinitely. Should funds become unavailable the Parks Department will evaluate the availability of other resources for funding.</p>																															
<p>How is Match Determined?</p> <p>Fixed Amount of \$ \$0.00 or 0.0% % of Grant Other: <input checked="" type="checkbox"/></p> <p>Explanation for "Other" means of determining match:</p> <p>N/A</p>																															
<p>For this Metro FY, how much of the required local Metro cash match:</p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Is already in department budget?</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">Fund</td> <td style="width: 40%;">Business Unit</td> </tr> <tr> <td>Is not budgeted?</td> <td>\$0.00</td> <td colspan="2">Proposed Source of Match:</td> </tr> <tr> <td colspan="2">(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)</td> <td colspan="2">Requested from Cont. Match Fund:</td> </tr> </table> <p>Other:</p> <table style="width: 100%;"> <tr> <td style="width: 40%;">Number of FTEs the grant will fund:</td> <td style="width: 10%;">1.00</td> <td style="width: 40%;">Actual number of positions added:</td> <td style="width: 10%;">0.00</td> </tr> <tr> <td>Departmental Indirect Cost Rate</td> <td>15.91%</td> <td>Indirect Cost of Grant to Metro:</td> <td>\$9,416.13</td> </tr> <tr> <td>*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No</td> <td>% Allow.</td> <td>Ind. Cost Requested from Grantor:</td> <td>\$0.00</td> </tr> </table> <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:</p>								Is already in department budget?	N/A	Fund	Business Unit	Is not budgeted?	\$0.00	Proposed Source of Match:		(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)		Requested from Cont. Match Fund:		Number of FTEs the grant will fund:	1.00	Actual number of positions added:	0.00	Departmental Indirect Cost Rate	15.91%	Indirect Cost of Grant to Metro:	\$9,416.13	*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	Ind. Cost Requested from Grantor:	\$0.00
Is already in department budget?	N/A	Fund	Business Unit																												
Is not budgeted?	\$0.00	Proposed Source of Match:																													
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)		Requested from Cont. Match Fund:																													
Number of FTEs the grant will fund:	1.00	Actual number of positions added:	0.00																												
Departmental Indirect Cost Rate	15.91%	Indirect Cost of Grant to Metro:	\$9,416.13																												
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No	% Allow.	Ind. Cost Requested from Grantor:	\$0.00																												

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			\$29,591.86	\$0.00		\$0.00	\$29,591.86	\$4,708.06	\$0.00
Yr 2	FY22			\$29,591.86	\$0.00		\$0.00	\$29,591.86	\$4,708.06	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$59,183.72	\$0.00		\$0.00	\$59,183.72	\$9,416.13	\$0.00
Date Awarded:			01/07/21		Tot. Awarded:		\$59,183.72		Contract#:	
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

trinity.weathersby@nashville.gov

Contact: vaughn.wilson@nashville.gov

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201



(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

January 6, 2021

Ms. Jenny Hannon, Executive Director
Friends of Warner Parks
50 Vaughn Road
Nashville, TN 37221

Dear Ms. Hannon:

As you are aware our Parks' Board, at its meeting held Tuesday, January 5, 2021, accepted a package of grants totaling \$59,183.72 from the Friends of Warner Parks for the purpose of the continuation of the funding of staff positions, as itemized below:

	<u>AMOUNT</u>
Naturalist I – Rebecca Dandekar	\$ 17,049.22
Naturalist I – Elizabeth Krogman	\$ 17,049.22
Naturalist I – Will Chamberlain	\$ 17,049.22
Seasonal Worker IV (PEN Pal 1)	\$ 3,068.03
Seasonal Worker IV (PEN Pal 2)	\$ 3,068.03
Copier - Ricoh	\$ 1,900.00
TOTAL	\$ 59,183.72

Please note that this grant period begins January 1, 2021.

As per your letter staff salaries include estimated funding intended to cover salary changes with the understanding that Friends of Warner Parks increased salaries to cover benefits. Quarterly reimbursements will reflect actual salaries and hours worked.

We are happy to assist you in this request and look forward to the continuation of this successful partnership.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

c: Alan Enzo
Chinita White
Jim Hester

"It is the mission of Metro Parks and Recreation to sustainably and equitably provide everyone in Nashville with an inviting network of parks and greenways that offer health, wellness and quality of life through recreation, conservation and community"



FOR ADA ACCOMMODATIONS, PLEASE CONTACT 615-862-8400

WE ARE AN EQUAL OPPORTUNITY EMPLOYER

$$S_1 \cup R_2 \cup S_2R_1$$

ACKNOWLEDGMENTS

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

H 825-1135-100%

ACKNOWLEDGMENTS

Alan Enzo

\$59,183.72

490

**SIGNATURE PAGE
FOR**

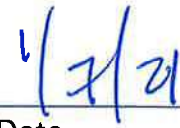
GRANT NO. Friends of Warner Parks Staffing 2021

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department



Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Director of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

Date

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-740, Version: 1

A resolution accepting an in-kind grant from the Friends of Shelby Park and Bottoms to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to provide golf course design services for tree replacement caused by the March 2020 tornado.

WHEREAS, the Friends of Shelby Park and Bottoms have awarded an in-kind grant, with an estimated value not to exceed \$1,500.00 with no cash match required, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to provide golf course design services for tree replacement caused by the March 2020 tornado; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this in-kind grant be accepted.

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

Section 1. That the in-kind grant by and between the Friends of Shelby Park and Bottoms, with an estimated value not to exceed \$1,500.00, to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Board of Parks and Recreation, to provide golf course design services for tree replacement caused by the March 2020 tornado; a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this in-kind grant be appropriated to the Metropolitan Nashville Parks Department 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 an in-kind grant from the Friends of Shelby Parks and Bottoms with an estimated value of \$1,500 to the Metro Parks Department. The in-kind services to be provided are golf course design services to plan for the replacement of trees lost at the golf course during the March 2020 tornado.

The Parks Board approved this grant on January 5, 2021.

GRANT SUMMARY SHEET

Grant Name: Shelby Golf Tree Design 20-21

Department: PARKS & RECREATION

Grantor: Friends of Shelby Park and Bottoms

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

Total Award this Action: \$0.00

Cash Match \$0.00

Department Contact: Alan Enzo
862-8400

Status: NEW

Program Description:

This in-kind grant provides golf course design services for Shelby Park Golf Course to plan for replacement of trees lost during the March, 2020 tornado. The design services are valued at \$1,500.00. No money coming to Parks or Metro. No match or other obligation to Metro government or Metro Parks.

Plan for continuation of services upon grant expiration:

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
PARKS & RECREATION	040	Alan Enzo				862-8400	862-8414
Grant Name:		Shelby Golf Tree Design 20-21					
Grantor:		Friends of Shelby Park and Bottoms				Other:	
Grant Period From:		12/16/20		(applications only) Anticipated Application Date:			
Grant Period To:				(applications only) Application Deadline:			
Funding Type:	OTHER			Multi-Department Grant		<input type="checkbox"/> → If yes, list below.	
Pass-Thru:				Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	OTHER			Total Award:		\$0.00	
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 checked="" type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>This in-kind grant provides golf course design services for Shelby Park Golf Course to plan for replacement of trees lost during the March, 2020 tornado. The design services are valued at \$1,500.00. No money coming to Parks or Metro. No match or other obligation to Metro government or Metro Parks.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
N/A.							
How is Match Determined?							
Fixed Amount of \$		\$0.00		or		0.0%	
				% 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?		N/A		Fund		Business Unit	
Is not budgeted?		\$0.00		Proposed Source of Match:		N/A	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Requested from Cont. Match Fund:			
				N/A			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		15.91%		Indirect Cost of Grant to Metro:		\$0.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		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			\$0.00				\$0.00	\$0.00	\$0.00
Yr 2	FY__			\$0.00				\$0.00	\$0.00	\$0.00
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00
Date Awarded:				12/16/20	Tot. Awarded:		\$0.00	Contract#:		
(or) Date Denied:					Reason:			Leter		
(or) Date Withdrawn:					Reason:					

Contact: vaughn.wilson@nashville.gov

METROPOLITAN BOARD OF PARKS AND RECREATION

Centennial Park Office
Park Plaza at Oman Street
Nashville, TN 37201



(615) 862-8400
Fax (615) 862-8414
www.nashville.gov/parks

Monique Horton Odom, Director

January 6, 2021

Ms. Rebecca Ratz, Executive Director
Friends of Shelby Park and Bottoms
P.O. Box 68499
Nashville, TN 37206

Dear Ms. Ratz:

The Parks' Board, at its meeting held Tuesday, January 5, 2021, accepted an in-kind grant from the Friends of Shelby Park in an estimated total value of \$1,500 to be used for golf design services for Shelby Park Golf Course to plan for replacement of trees lost during the March 2020 tornado. Metro Parks will be working with the Friends of Shelby Park and Bottoms on this project.

Please note that Friends of Shelby Park and Bottoms will fund this project and no money will be donated directly to Metro Parks.

We are happy to assist you in this request and look forward to the continuation of this successful partnership.

Sincerely,

Monique Horton Odom, Director
and Secretary to the Board

:jf

c: Alan Enzo
Chinita White
John Holmes



Metropolitan Board of Parks & Recreation
2565 Park Plaza
Nashville, TN 37203
12/16/2020

Metro Board Members,

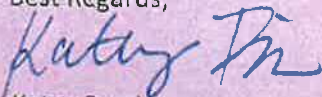
Friends of Shelby Park and Bottoms requests board approval of an in-kind grant for the following project with an estimated total value of \$1,500 to improve Shelby Park and Bottoms. No money will be donated directly to Metro Parks. Project will be paid for directly by Friends of Shelby.

Golf course design services for the Shelby Park Golf Course to plan for the replacement of trees lost during the March 2020 tornado. This project is in conjunction with Metro Parks golf.

We are in communication with Metro Parks staff on all proposed projects and will continue to work with them on the details of plans, materials, and schedule as projects move forward. Friends will not proceed with projects until final written approval is provided by appropriate Parks staff.

Thank you for your consideration and support of Shelby Park and Bottoms and our organization.

Best Regards,



Katey Burriss

President

Friends of Shelby Park and Bottoms

FOUNDED BY

Shelby

PARK & BOTTOMS

*Working to preserve, enhance and promote Shelby Park and Bottoms
for everyone to appreciate and protect.*

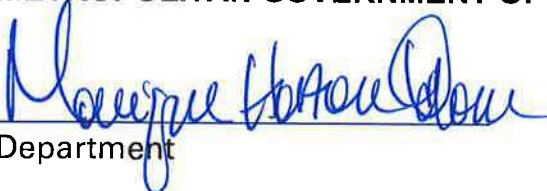
PO Box 68499, Nashville, TN 37206 | www.friendsofshelby.org

**SIGNATURE PAGE
FOR**

GRANT NO. Shelby Golf Tree Design 2021

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

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY



Department



Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

Director of Finance

Date

APPROVED AS TO RISK AND INSURANCE:

Director of Insurance

Date

APPROVED AS TO FORM AND
LEGALITY:

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-741, **Version:** 1

A resolution approving a subrecipient grant agreement by and between the Metropolitan Development and Housing Agency (MDHA) and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Social Services, for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns.

WHEREAS, MDHA has awarded a subrecipient grant in an amount not to exceed \$204,000.00 with no match required to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Social Services, for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns; and,

WHEREAS, it is to the benefit of the citizens of the Metropolitan Government of Nashville and Davidson County that the subrecipient grant be accepted.

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

Section 1. That the subrecipient grant agreement by and between the Metropolitan Development and Housing Agency (MDHA), in an amount not to exceed \$204,000.00, and The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Department of Social Services, for one-time payments of first month's rent and security/utility deposits on behalf of homeless persons obtaining housing through various campaigns, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That the amount of this subrecipient grant be appropriated to the Metropolitan Department of Social Services, 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 subrecipient grant agreement in the amount of \$204,000 from the Metropolitan Development and Housing Agency (MDHA) to Metro Social Services for one-time payments of the first month's rent and security/utility deposits on behalf of persons experiencing homelessness. MDHA has allocated this funding from its federal community development block grant (CDBG) funds.

This grant is an \$80,000 increase over the previous year's allocation of \$124,000. The \$80,000 increase will be used to facilitate access to permanent housing in order to prevent the spread of the COVID-19. The total payment for each client is not to exceed \$1,000. The term of the grant is from January 1, 2021 through January 31, 2022.

GRANT SUMMARY SHEET

Grant	HUD CDBG Five Year Plan 21-22
Department:	SOCIAL SERVICES
Grantor:	U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
Pass-Through Grantor	MDHA
Total Award this	\$204,000.00
Cash Match	\$0.00
Department	Judith Tackett and Yuri Hancock/Loan Huynh 862-6405
Status	CONTINUATION

Program Description:

To provide one-time payment of first month's rent and security/utility deposits for individuals experiencing homelessness to obtain housing. Total grant award of \$204,000 is including \$80,000 increase over the previous year's allocation of \$124,000. The \$80,000 increase is used to facilitate access to permanent housing for the homeless population in order to prevent the spread of the COVID-19.

Plan for continuation of services upon

Metro Social Services is planning to apply for continued funding under the HUD Five-Year Plan and other private donations to maintain the program.

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
SOCIAL SERVICES	037	Judith Tackett and Yuri Hancock/Loan Huynh				862-6405	
Grant Name:		HUD CDBG Five Year Plan 21-22					
Grantor:		U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT				Other:	
Grant Period From:		01/01/21		(applications only) Anticipated Application Date:			
Grant Period To:		01/31/22		u			
Funding Type:	FED PASS THRU	Multi-Department Grant		<input type="checkbox"/>		If yes, list below.	
Pass-Thru:	MDHA	Outside Consultant Project:		<input type="checkbox"/>			
Award Type:	FORMULA	Total Award:		\$204,000.00			
Status:	CONTINUATION	Metro Cash Match:		\$0.00			
Metro Category:	Est. Prior.	Metro In-Kind Match:		\$0.00			
CFDA #	14.218	Is Council approval required?		<input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
To provide one-time payment of first month's rent and security/utility deposits for individuals experiencing homelessness to obtain housing. Total grant award of \$204,000 is including \$80,000 increase over the previous year's allocation of \$124,000. The \$80,000 increase is used to facilitate access to permanent housing for the homeless population in order to prevent the spread of the COVID-19							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Metro Social Services is planning to apply for continued funding under the HUD Five-Year Plan and other private donations to maintain the program							
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		30.64%		Indirect Cost of Grant to Metro:		\$18,540.00	
*Indirect Costs allowed? <input checked="" type="radio"/> Yes <input type="radio"/> No		% Allow.		10.00%		Ind. Cost Requested from Grantor:	
						\$18,540.00	
*(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	\$102,000.00			\$0.00		\$0.00	\$102,000.00	\$9,270.00	\$9,270.00
Yr 2	FY22	\$102,000.00			\$0.00		\$0.00	\$102,000.00	\$9,270.00	\$9,270.00
Yr 3										
Yr 4										
Yr 5										
Total		\$204,000.00	\$0.00	\$0.00	\$0.00		\$0.00	\$204,000.00	\$18,540.00	\$18,540.00
Date Awarded:		01/07/21			Tot. Awarded:	\$204,000.00	Contract#:	N/A		
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5161

GCP Rec'd
01/12/21

GCP Approved
01/13/21

VW

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN
METROPOLITAN DEVELOPMENT AND HOUSING AGENCY
AND
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
ACTING BY AND THROUGH
THE METROPOLITAN SOCIAL SERVICES COMMISSION**

This Subrecipient Agreement (hereinafter "Agreement") was made and entered into this ____ 1st ____ day of ____ January ____ 2021 ("Effective Date"), by and between the **Metropolitan Development and Housing Agency** (hereinafter "MDHA") and the **Metropolitan Government of Nashville and Davidson County acting by and through the Metropolitan Social Services' Homeless Impact Division** (hereinafter "Grantee").

WITNESSETH

WHEREAS, MDHA is responsible for administering the *2018 – 2023 Consolidated Plan for Housing and Urban Development* (hereinafter "Five-Year Plan") and its related programs, including the U.S. Department of Housing and Urban Development's (hereinafter "HUD") Community Development Block Grant (hereinafter "CDBG"); and

WHEREAS, one of the priorities of the current Five-Year Plan (June 1, 2018 - May 31, 2023) is to decrease homelessness, and the 2020 Annual Action Plan allocated CDBG funds to provide services for homelessness persons, including funding for emergency payments for persons housed through the Metropolitan Social Services' Homeless Impact Division; and

WHEREAS, data from the Center for Disease Control (CDC) indicates persons experiencing homeless are at greater risk of contracting COVID-19 because many are older adults or have underlying medical conditions and encourages localities to identify non-congregate, permanent housing to prevent the spread of COVID-19 for this extremely vulnerable population; and

WHEREAS, the Coronavirus Aide and Economic Security Act (CARES Act) signed into law on March 27, 2020, waived the 15% cap on public service activities for CDBG funds from Fiscal Years 2019 and 2020 to allow increased funding to be used to prevent, prepare for, and respond to COVID-19; and

WHEREAS, MDHA desires to allocate a total of \$204,000 in CDBG funds to the Grantee for one-time payments of first month's rent and security/utility deposits for homeless persons obtaining housing via Coordinated Entry, the system-wide approach to prioritize and connect individuals experiencing homelessness with appropriate housing and support service resources, administered by the Grantee; and

WHEREAS, this allocation is a quantifiable (\$80,000) increase over the previous year's allocation, with the increase in funding to be used to facilitate access to permanent housing for the homeless population in order to prevent the spread of COVID-19;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Agreement according to the provisions as set forth herein.

SECTION I - SCOPE OF SERVICES

A. Activities

1. Grantee shall identify and prioritize the most vulnerable clients for housing placement via Coordinated Entry which provides preference points for individuals that are most susceptible to COVID-19 under the various campaigns administered by the Grantee for housing the homeless.
2. Grantee may make one-time payments on behalf of a client for the following activities:
 - a. First month's rent;
 - b. Security deposit required to enter into a lease agreement; and/or
 - c. Utility deposit, limited to electricity, gas, and water, required to establish service.
(collectively, "Payments")
3. Payments made on behalf of a client must be made directly to the service provider and shall not be made directly to the client.
4. The total amount of Payments made on behalf of a client shall not exceed one thousand dollars (\$1,000).
5. Payment shall not be made:
 - a. To establish telephone or cable service;
 - b. For furniture or household items;
 - c. To bring any account current;
 - d. For transportation;
 - e. For any activity, service or cost not listed in item 2 above.

B. Duplication of Benefits

For the clients being assisted with the \$80,000 that is to be used to facilitate access to permanent housing for the homeless population in order to prevent the spread of COVID-19, grantee will require applicants to complete the questionnaire and agreement to repay any duplication of benefits form provided in Exhibit A to determine if they have applied for/received or are pending receipt of assistance from other sources to cover the full amount of the rent/utility deposits for the same address that they will be occupying with assistance provided from CDBG funds provided via this Agreement. Grantee will consult with landlords and utility companies to confirm that assistance for the full amount of deposits for specified address is not pending receipt from other sources. If assistance has been or is pending receipt for the specified address from other sources for the full amount of the deposits, the applicant is not eligible to receive assistance via the CDBG program. All landlords/utility companies will be required to sign the agreement provided in Exhibit A indicating that they will promptly repay/reimburse the program for any over-payments or payments received from other sources for the specified address that assistance is being provided for via the program.

C. Personnel

1. The Grantee represents that it has, or will secure at its own expense, all personnel required in performing the duties under the Agreement. Such personnel shall not be employees of or have any contractual relationship with MDHA.
2. All of the services and activities required hereunder will be performed by the Grantee under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, state and local law to perform such services and activities.

D. Monitoring

MDHA will monitor the performance of Grantee with regard to Project activities to assure compliance with this Agreement and CDBG requirements.

SECTION II – TIME OF PERFORMANCE

Performance of the Project by Grantee shall begin on the 1st day of January 2021, and end on the 31st day of January, 2022 or the expiration of grant funding not to exceed two years from the Effective Date of this Agreement, whichever is later, or unless terminated in accordance with Section V.E.

SECTION III – PAYMENT OF CDBG FUNDS TO GRANTEE.

- A. The total amount of CDBG funds awarded under this Agreement shall not exceed two hundred and four thousand dollars (\$204,000).
- B. Grantee shall submit invoices to MDHA no more frequently than monthly for reimbursement of Payments made by Grantee along with documentation required by MDHA.
- C. MDHA shall make careful review of all requests for reimbursement. So long as each request conforms with the terms and intent of this Agreement, MDHA shall make payment to Grantee in a timely fashion.
- D. If the amount of Payments described in Section I exceeds the CDBG grant amount or the per-client amount, Grantee agrees to use its own financial resources to assist clients to the extent authorized by Grantee's budget.
- E. If Grantee does not perform as required in this Agreement, it shall not be entitled to reimbursement of funds. Grantee shall be required to reimburse MDHA for any funds it received for Payments not provided or not properly provided as defined in this Agreement. MDHA shall notify Grantee of its intent not to reimburse Grantee for specific funds under this provision within 30 days of Grantee's invoice submission for such funds. MDHA shall state the specific reason why an invoice has been rejected and give the Grantee a reasonable period to correct the deficiency. After any correction, the Grantee shall be able to resubmit the invoice for reimbursement.
- F. At Project conclusion, Grantee shall submit a detailed written final report including a program evaluation, an accounting of other financial and in-kind contributions, and other information requested

by MDHA and required in Section VI (B). Said final report shall be submitted to MDHA no later than thirty (30) days of receipt of Close-Out Instructions or Notice of Termination from MDHA. MDHA shall not pay any outstanding grant amount to Grantee if the Grantee fails to submit the final report and invoice as required herein.

SECTION IV - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail or hand delivered to the address listed below for each party:

Metropolitan Development and Housing Agency
Attention: Saul Solomon, Interim Executive Director
701 South Sixth Street
Nashville, Tennessee 37206

Metropolitan Social Services
Attention: Renee Pratt, Executive Director
P.O. Box 196300
Nashville, Tennessee 37219-6300

Metropolitan Homeless Impact Division
Attention: Judith Tackett, Director
P.O. Box 196300
Nashville, Tennessee 37219-6300

SECTION V – GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Grantee does not assume MDHA's environmental responsibilities described in 24 CFR 570.604 and (2) the Grantee does not assume the MDHA's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. MDHA shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Grantee is an independent contractor.

C. Grantee Recognition

The Grantee shall ensure recognition of the role of MDHA in providing funding through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

D. Amendments

The MDHA or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and signed by a duly authorized representative of each organization. Such amendments shall not invalidate this Agreement, nor relieve or release MDHA or Grantee from its obligations under this Agreement, except as amended.

MDHA may, in its discretion, request to amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both MDHA and Grantee.

E. Suspension or Termination

In accordance with 2 CFR 200, Subpart D, MDHA may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission of reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, Subpart D, this Agreement may also be terminated for convenience by either MDHA or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, if MDHA or Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, MDHA or Grantee may terminate the Agreement in its entirety.

Should funding for this Agreement be discontinued, Grantee shall have the right to terminate this Agreement immediately upon written notice to MDHA.

SECTION VI – ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 2 CFR 200, Subpart D, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with 2 CFR 200, Subpart E. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the low-mod National Objective of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200, Subpart D and
• Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of MDHA's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to MDHA or HUD monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this contract may be private and the use or disclosure of such information, when not directly connected with the administration of MDHA's or Grantee's responsibilities with respect to services provided under this contract, may be prohibited by Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-out

The Grantee's obligation to MDHA shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: final reporting, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to MDHA), if applicable, and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Grantee has control over CDBG funds, including program income.

6. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to MDHA, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

The Grantee hereby agrees to have an annual agency audit conducted in accordance with the single audit requirement of 2 CFR 200, Subpart F, including the timeliness threshold, if applicable. This Subpart requires Grantees that receive more than \$750,000 in federal grants to submit a single audit of their agency to MDHA within 30 days of receipt from the auditor. The audit must be completed within 9 months of the end of the Grantee's most recently-completed fiscal year.

C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement, if applicable. Program

income received by Grantee through activities undertaken with CDBG funds pursuant to this Agreement shall be returned to MDHA. Program income on hand when the Agreement expires or after the Agreement's expiration shall be paid to MDHA as required by 24 CFR 570.503(b)(8).

2. Indirect Costs

Up to 10% of grant funds can be used to cover indirect costs including but not limited to administrative staff not directly involved in the activities described in this Agreement, office space used by administrative staff, grant management, audit expenses, and liability insurance specifically for these activities. Indirect costs in excess of 10% will not be allowed unless the Grantee provides an approved cost allocation plan.

3. Progress Reports

The Grantee shall submit progress reports to MDHA with each invoice. Reports shall provide details of Project activities, accomplishments, and outcomes during the month and to date.

D. Procurement

1. Compliance

The Grantee shall comply with current MDHA policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards

Unless specified otherwise within this Agreement, the Grantee shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200, Subpart D.

3. Travel

Grantee shall not utilize funds provided under this Agreement for travel expenses.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable.

SECTION VII – PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply with local and state civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Grantee agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

a. Provisions of the Davis-Bacon Act do not apply to this Agreement.

b. Gratuities and Kickbacks

- 1) **Gratuities.** It shall be a breach of ethical standards for any person to contract, 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 a contract 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.
- 2) **Kickback.** It shall be a breach of ethical standards for any payment gratuity or contract of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

D. Conduct

1. Assignment

The provisions of this Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Neither this Agreement nor any of the rights and obligations of the Grantee hereunder shall be assigned, subcontracted or transferred in whole or in part without the prior written consent of MDHA. Any such assignment transfer or subcontract shall not release the Grantee from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Grantee hereunder and MDHA may contract with or reimburse any such assignee without waiving any of its rights against the Grantee.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Grantee agrees to abide by the provisions of 2 CFR 200 Subpart B and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Grantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Grantee shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Metropolitan Government of Nashville-Davidson County, MDHA, the Grantee, or any other designated public agency.

5. Lobbying

The Grantee hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 Federal 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Grantees shall certify and disclose accordingly:
- d. Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, MDHA and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Grantee agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

SECTION VIII - SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION IX - SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION X - WAIVER

MDHA or Grantee's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of MDHA or Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION XI - ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between MDHA and the Grantee for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between MDHA and the Grantee with respect to this Agreement.

SECTION XII – FORCE MAJEURE

No party to this Agreement 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 any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

SECTION XIII-CERTIFICATIONS

The person executing this Agreement on behalf of the Grantee hereby personally certifies that the representations and warranties made herein are true and correct as of the date hereof and that such person is a duly appointed officer of the Grantee as indicated below, and that the Grantee shall be lawfully bound

hereby,

[Signature page follows]

IN WITNESS WHEREOF, the said parties have hereunto set their signatures, on this day and date first above written.

**METROPOLITAN DEVELOPMENT AND
HOUSING AGENCY**

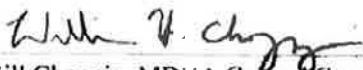


Saul Solomon, Interim Executive Director

12-15-2020

Date

**APPROVED AS TO FORM AND
LEGALITY:**



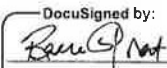
Will Choppin, MDHA General Counsel

Dec. 15, 2020

Date

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:



Renee Pratt, Executive Director

1/7/2021

Date

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo,
Director of Finance

Date

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Date

**SIGNATURE PAGE
FOR
GRANT NO. HUD CDBG Five Year Plan 21-22**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**

DocuSigned by:

2E1FF7298F3D419

Renee Pratt, Executive Director
Metro Social Services

1/7/2021

Date

APPROVED AS TO AVAILABILITY
OF FUNDS:

"See Previous Page"

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:

"See Previous Page"

Metropolitan Attorney

Date

FILED:

Metropolitan Clerk

Date

EXHIBIT A

**NASHVILLE-DAVIDSON COUNTY
HOMELESS CDBG-COVID-19
APPLICANT RENT/UTILITY DEPOSIT ASSISTANCE PROGRAM
QUESTIONNAIRE AND
AGREEMENT TO REPAY ANY DUPLICATION OF BENEFITS**

Date: _____

Applicant Name: _____

Applicant Name: _____

Unit Address: _____

Please mark the box below regarding any prior assistance:

- I/we have not applied for or received any funding assistance for rent or utility deposits for the unit located at the above address from another agency in the past 12 months.
(Initial) _____ (Initial) _____.
- I/we have applied and received funding assistance for rent or utility deposits for the unit located at the above address from the following agencies in the past 12 months. (Initial) _____ (Initial) _____.

Please list name of all organizations and amount received:

Name: _____

Requested\$ _____ Received\$ _____ Date Received: _____

- Are there any applications for rent or utility deposits for the above address pending from other agencies: Yes or No
(If yes Name of Agency, Date Applied

Name: _____ Date: _____

I/we agree to promptly reimburse the Nashville-Davidson County CDBG-CV COVID-19 Rent/Utility Assistance program for any over-payments, payments received on my/our behalf from other sources in excess of the amounts needed to cover the necessary rent/utility deposits in order to enable me lease a unit at the above referenced address.

CERTIFICATION: I certify that the information that I have provided above is an accurate and complete disclosure.

Applicant Signature: _____

Co-Applicant: _____

Warning: Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

**NASHVILLE-DAVIDSON COUNTY
HOMELESS CDBG COVID-19 RENT/UTILITY DEPOSIT
ASSISTANCE PROGRAM
PARTICIPATING LANDLORD/UTILITY COMPANY
AGREEMENT TO REPAY ANY DUPLICATION OF BENEFITS**

As a landlord/utility company seeking a Rent/Utility Deposit on behalf of _____
(Tenant(s) Name)

_____ to enter into a lease/obtain utilities to reside at _____
_____ in Nashville-Davidson County.

I/We agree to promptly reimburse the CDBG-COVID-19 Rent/Utility Deposit Program for any over-payments received on behalf of the tenant from other sources in excess of funds needed for the deposits.

Landlord/Utility Company Authorized Representative's Signature

Date



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-742, Version: 1

A resolution approving an application for a Hazardous Materials Emergency Preparedness Grant from the State of Tennessee, Tennessee Emergency Management Agency, to The Metropolitan Government of Nashville and Davidson County.

WHEREAS, the State of Tennessee, Tennessee Emergency Management Agency, is accepting applications for a Hazardous Materials Emergency Preparedness Grant with an award of \$189,760.00 and a required cash match of \$47,440.00 to increase effectiveness in safely and efficiently handling hazardous materials accidents and incidents; and,

WHEREAS, the Metropolitan Government is eligible to participate in this grant program; and,

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this grant application be approved and submitted.

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

Section 1. That the Metropolitan Government's application for a Hazardous Materials Emergency Preparedness Grant with an award of \$189,760.00, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Office of Emergency Management is authorized to submit said application to the State of Tennessee, Tennessee Emergency Management Agency.

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 application for a grant in the amount \$189,760 from the Tennessee Emergency Management Agency to the Metro Office of Emergency Management. This application is for a continuation grant used to fund hazardous materials training and equipment. The grant application provides that the funds will be used to purchase iPads, car fire and rollover simulators, training exercises, and other equipment. There would be a required local match of \$47,440.

GRANT APPLICATION SUMMARY SHEET

Grant Name: Hazardous Materials Emergency Preparedness 20-21
Department: OFFICE OF EMERG. MGMT.
Grantor: U.S. DEPARTMENT OF TRANSPORTATION
Pass-Through Grantor
(If applicable): TENN. EMERG. MGMT.
Total Applied For: \$189,760.00
Metro Cash Match: \$47,440.00
Department Contact: Drusilla Martin
862-5462
Status: CONTINUATION

Program Description:

This grant will fund Hazard Materials training and equipment.

Plan for continuation of services upon grant expiration:

Contingent upon availability of funds

**APPROVED AS TO AVAILABILITY
OF FUNDS:**

**APPROVED AS TO FORM AND
LEGALITY:**

Director of Finance **Date**

Metropolitan Attorney **Date**

**APPROVED AS TO RISK AND
INSURANCE:**

Director of Risk Management **Date**
Services

Grants Tracking Form

Part One

Pre-Application <input type="radio"/>		Application <input checked="" type="radio"/>		Award Acceptance <input type="radio"/>		Contract Amendment <input type="radio"/>	
Department	Dept. No.	Contact				Phone	Fax
OFFICE OF EMERG. MGMT.	049	Drusilla Martin				862-5462	880-3464
Grant Name:		Hazardous Materials Emergency Preparedness 20-21					
Grantor:		U.S. DEPARTMENT OF TRANSPORTATION				Other:	
Grant Period From:		10/01/20	(applications only) Anticipated Application Date:		02/28/21		
Grant Period To:		12/31/21	(applications only) Application Deadline:		02/28/21		
Funding Type:	FED PASS THRU			Multi-Department Grant		<input type="checkbox"/> If yes, list below.	
Pass-Thru:	TENN. EMERG. MGMT.			Outside Consultant Project:		<input type="checkbox"/>	
Award Type:	FORMULA			Total Award:		\$189,760.00	
Status:	CONTINUATION			Metro Cash Match:		\$47,440.00	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	97.042			Is Council approval required?		<input checked="" type="checkbox"/>	
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
This grant will fund Hazard Materials training and equipment.							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
Contingent upon availability of funds							
How is Match Determined?							
Fixed Amount of \$		or	20.0%	% 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?		Yes		Fund	10101	Business Unit	32115210
Is not budgeted?				Proposed Source of Match:		Cash	
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				\$47,440.00			
Other:							
Number of FTEs the grant will fund:				Actual number of positions added:			
Departmental Indirect Cost Rate		37.00%		Indirect Cost of Grant to Metro:		\$87,764.00	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.00%		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		\$189,760.00		\$47,440.00	10101, 32115210		\$237,200.00	\$87,764.00	\$0.00
Yr 2	FY22_							\$0.00		
Yr 3	FY__							\$0.00		
Yr 4	FY__							\$0.00		
Yr 5	FY__							\$0.00		
Total		\$0.00	\$189,760.00	\$0.00	\$47,440.00		\$0.00	\$237,200.00	\$87,764.00	\$0.00
Date Awarded:					Tot. Awarded:		Contract#:			
(or) Date Denied:					Reason:					
(or) Date Withdrawn:					Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 5/13/13
5160

GCP Rec'd
01/06/21

GCP
Approved
01/06/21

VW

October 1, 2020 - September 30, 2021
Application Kit for Sub-Recipients
(LEPC's)

Hazardous Materials Emergency Preparedness Grant Program

U.S. Department of Transportation
Pipeline and Hazardous Materials Safety Administration



Grant administered by:

TN Emergency
Management Agency
3041 Sidco Drive
Nashville, TN 37204-1502

***Application Due By:** 5:00 p.m., Monday, 2 November 2020
[All Time References are in Central Time]

Submit completed application by mail or E-mail to
HMEP.Grant@tn.gov

Hazardous Materials Emergency Preparedness Grant Program

Introduction

The Hazardous Materials Transportation Safety and Security Reauthorization Act of 2005 authorize the U.S. Department of Transportation to provide assistance to public sector employees through training and planning grant for emergency response. The purpose of this grant program is to increase effectiveness in safely and efficiently handling hazardous materials accidents and incidents, enhance implementation of the Emergency Planning and Community Right-to-Know Act of 1986, and encourage a comprehensive approach to emergency training and planning by incorporating the unique challenges of responses to transportation situations.

This document is intended to guide agencies (sub-recipients) in applying for training and planning grants under the Hazardous Materials Emergency Preparedness (HMEP) program.

Application Period

1 October, 2020 – 30 September, 2021

Eligibility

Eligible applicants include state, local, and tribal units of government. The Tennessee Emergency Management Agency (TEMA) is required to pass through funds to Local Emergency Planning Committees (LEPC). A list of Tennessee LEPCs can be found at www.tn.gov/tema; then choose one of the three TEMA regions in the top drop-down columns.

Program Requirements

- **Sustainment Agreement-**

In regards to sustainment and training, commit to using the training supplies/equipment, purchased with HMEP money, at least annually for the next 3 years in HMEP approved activities. Submit annual reports to the state showing proof of training with the supplies/equipment.

- **HMEP Approved Activities Agreement-**

Commit to and understand that the supplies/equipment that is being requested for purchase, using HMEP funds, can only be used for HMEP approved activities.

- **Justification for Item Not Classified as Training Supplies Agreement-**

Case by Case- If you have to buy a piece of supplies/equipment that is not classified as a "trainer" than USDOT will need justification why you need the piece of supplies/equipment to perform the training.

Ex: There may not be an option to purchase the piece of supplies/equipment classified as a "trainer".

Funding Priorities

Requirements for hazardous materials planning and training

- See U.S. Department of Transportation (USDOT), Pipeline and Hazardous Materials Safety Administration (PHMSA), Eligible/Low Priority/Ineligible Planning and Training Expenditures and Activities: <https://www.phmsa.dot.gov/sites/phmsa.dot.gov/files/docs/about-phmsa/grants/hazmat/2956/2019-hmep-expenditures-guide-032819.pdf>
- If your TN LEPC is located in a county that has or is neighboring a county that has Bakken Crude Oil transported through it that is a required focus for the HMEP grant.
- All other counties must maintain their focus on hazardous materials transportation based planning/training (road, rail, air and/or water).
- **All counties are required to hold an exercise whether it is a Full-Scale, Functional, Drill, Game, Tabletop, Workshop, or Seminar.**
- Along with the stated grant opportunities, TEMA will offer the standard **Regional LEPC Workshop Grant(s)** as well in this grant year.
 - One grant will be awarded per each region (West, Middle and East)
 - Award will be based on Scope of Work, Agenda Topics and Application
 - May be single or multiple day venue
 - Must be a Hazardous Materials transportation related conference
 - A copy of the agenda must be provided to the Hazardous Materials Program Manager prior to conference for approval of topics/speakers.

Application Submission Requirements

Submit hard copy of the following documents for a complete application:

1. **Coversheet**
2. **Budget summary**
3. **Project narrative**
4. **Attachments (if applicable)**

Submit the application to:

Michael Rinehart
HazMat Branch Manager
TN Emergency Management Agency
3041 Sidco Drive
Nashville, TN 37204-1502
615-815-8918
HMEP.GRANT@tn.gov

Application Evaluation

The TEMA HazMat Program, on behalf of the State Emergency Response Commission (SERC), will conduct a review of the applications to determine whether the proposal meets the USDOT PHMSA's requirements. Allocation amounts from USDOT/PHMSA are fixed, so awards are on a first come, first serve basis as long as the Application Kit is within approved guidance and meets TEMA/SERC approval.

Award Notification

Grant Awards will be announced upon approval by PHMSA.

For additional information, please contact Michael Rinehart at: 615-815-8918 or E-mail HMEP.GRANT@tn.gov.

Unobligated Funds

The LEPC Point of Contact is responsible for identifying any amount of unspent funding and notifying TEMA, no later than August 14, 2021. This is in an effort to allow funding to be re-appropriated and spent, avoiding returning the unobligated funds to FDOT/PHMSA.

Status Reporting

Funding status will be reported to TEMA on March 31, 2021. Status can be reported by email to HMEP.GRANT@tn.gov or by telephone at 615-815-8918. The report will include total amount of contract, amount of federal funds obligated/spent and the amount of unobligated funds. Obligated unreimbursed funds will require back up documentation of obligation. Unobligated funds will be reduced from the contract by amendment.

Application Instructions

1. COVERSHEET

Project title

Assign a project title that describes the project. If you are requesting funds for multiple activities, you can incorporate them under one title. Example: *Marion County Hazardous Materials Training*.

Project period

The project period must fall within the October 1, 2020 – September 14, 2021 window. *Please note: If we receive late grant applications, the project may not be allowed due to inability to complete by the Sept. 14th deadline.*

Applicant agency

Provide Chief Local Elected Official (CLEO) and agency representative/primary project contact name, mailing address, phone number and email address that will serve as the sub-recipient and will accept the federal grant funds.

Data Universal Numbering System (DUNS) Number

Provide the DUNS Number of the applicant agency.

Dun and Bradstreet (D&B) provides a DUNS Number, a unique nine digit identification number, for each physical location of your business. DUNS Number assignment is FREE for all businesses required to register with the U.S. federal government for contracts or grants. If your agency does not have a DUNS Number (or you do not know if you have one), have the appropriate person (typically accounting or finance) from your agency go to the D&B website (<http://fedgov.dnb.com/webform>) or call the DUNS Number request line at 1-866-705-5711.

Local Emergency Planning Committee

These applications, based on grant guidance, are on behalf of the county Local Emergency Planning Committee (LEPC.) Please ensure to present Scope of Work on behalf of the LEPC.

Total project funding

The project funding must equal the budget summary for project total – (federal grant funds requested and matching funds required). Provide a total project amount. See Section 2 for Budget Summary details.

2. BUDGET SUMMARY

Budget Category

Select the appropriate budget category listed (travel, equipment, supplies, contractual, or other).

- Planning/Description of Activities - Expense
- Training Course Activities Item - Expense
- Exercise/Description of Activities – Expense

What do you plan to purchase, rent, or contract? Why is travel needed?

Federal Grant Funds Requested/Matching Funds Required

The budget summary must include proposed budgets for the Federal Grant Funds Requested. You may use cash (hard match), in-kind (soft match) contributions including staff time, or a combination of both to meet this requirement.

Calculating the Match

Example:

Total Federal HMEP Grant Funds Requested (Total Project Amount X .8)	\$9,600
Total Matching Funds Required (Total Project Amount x .2)	<u>+ \$2,400</u>
Total Project- Total Federal HMEP Grant Funds Requested + the Total Matching Funds Require \$12,000	

Planning Subtotal/Training Subtotal/Exercise Subtotal/PROJECT TOTAL

Provide a subtotal for each section and a project total.

3. PROJECT NARRATIVE

Project type

Select one or more (Planning, Training, Exercise, Commodity Flow Study, or Other).

Project description

Provide a detailed description of the project. What is the purpose? Provide a description of how the project(s) relates to improving the ability to respond to transportation incidents. Identify what will be accomplished or furthered by this project. Identify capabilities that this will create or enhance. What emergency response plans are under evaluation? Provide specific name of training, etc. All activities must meet the requirements of funding priorities on page 2.

If you are requesting funds for multiple activities, please list them separately and number or letter them. Example: *A. HazMat Training and B. HazMat Exercise.*

Collaboration - Area of benefit and partners

List the cities, counties, etc. that will be served by the proposed project. Indicate who you will partner with to conduct this project. Memorandums of Understanding or letters of support from other agencies are encouraged, but not required.

Overall contribution

How does the project contribute to the overall effort of addressing the local hazardous materials planning and training? How does the activity address a need or provide a solution to the problem (e.g. long-range plans, etc.)?

Education

Are there plans or strategies to educate the public about hazardous materials and protective measures in the community? If yes, explain.

Project management - Itemize the tasks and include a timetable

Who is supervising the project? Who is responsible for managing the grant? Who will do the work? How will you make sure timelines and tasks are being met? What plans, strategies, or practices are you using to reach the project objectives? Have all pertinent parties agreed to these plans, strategies, and practices?

Objectives, project outcomes, results, and evaluation

List and prioritize the specific measurable and obtainable objectives. Discuss project objectives to be accomplished. What capabilities will be created or enhanced?

Outcomes describe the intended impact of the project on the preparedness environment. This often includes the ways in which the project has enhanced or developed the capability or capacity to serve the public. Outcomes described should demonstrate progress toward the overall objective of the project. Describe how these outcomes will mitigate risks. Describe the tangible outcomes that will demonstrate that the project has been successful.

What are the expectations of the project? Is the project a continuation of a past HMEP grant funded project? If so, report briefly on the accomplishments of the previous project.

How will you evaluate project results in the short and long-term? How will you define and measure the project's success?

Justification, comments, and additional information

Why should the review committee approve your project request? Explain if, or how this proposal addresses hazardous materials or the community's right to know.

4.ATTACHMENTS

Please attach additional documentation, if necessary.

If you happen to be using a "Sub-contractor" please contact Michael Rinehart by E-mail HMEP.GRANT@tn.gov and he will E-mail you the appropriate documents for you to fill out and have signed. Once documents are filled out please send back to Michael Rinehart via E-mail.

Attachment 1 - CFR49 code on the proper way to pay "In-kind."

COVER SHEET

Tennessee Dept. Of Military and TEMA

[Pick the date] 12/31/2020

Project Title: Davidson County Hazardous Materials Training

Projected Project Dates: March, May, June and August

Applicant Agency: Nashville Office of Emergency Management

Project Point of Contact: Michael Armistead

Mailing Address: 2060 15th Avenue South, Nashville, TN 37212

Phone: 615-456-6453

Email: michael.armistead@nashville.gov

Chief Local Elected Official (CLEO): Mayor John Cooper

Mailing Address: 1 Public Square, Suite 100, Nashville, TN 37201

Phone: 615-862-6000

Email: mayor@nashville.gov

Federal Tax ID #:

(FEIN #) 2-620694743-014-4

DUNS #: 0748217668


Total Project Funding

Refer to Calculating the Match on page 5 of the Budget Summary.

The Match is equal to 20% of the Total Project

Total Federal HMEP Grant Funds Requested:	\$189,760.00
Total Matching Funds Required:	000 \$47,440.00
Total Project:	\$237,200.00

Agency Authorized Official: Michael Armistead **Title:** Captain

Signature:  **Date:** 12/31/2020

Application Due Date: 5:00 p.m., Monday, 2 November 2020

Tennessee - FFY 2020-2021 Hazardous Materials Emergency Preparedness Grant

Page 9 of 14



FY 2020-21 Hazardous Materials Emergency Preparedness Grant Program BUDGET SUMMARY

A		B		C	
Budget Category		Planning/Description of Activities - Expense		Grant Request	
1	Travel			\$	
2	Equipment		Apple iPads	\$ 13,500.00	
3	Supplies			\$	
4	Contractual			\$	
5	Other			\$	
6	Other			\$	
7			Planning Subtotal	\$ 13,500.00	
Budget Category		Training Course Activities	Item/Expense	Estimated # Training	Grant Request
8	Travel	IAFC Baltimore HazMat Conference			\$ 5,000.00
9	Equipment	Car Fire Simulator, Rollover Simulator			\$ 184,000.00
10	Supplies				\$
11	Contractual/Trainer	RAE Systems Monitor Training			\$ 10,000.00
12	Other				\$
13	Other				\$
14				Training Subtotal	\$ 199,000.00
Budget Category		Exercise/Description of Activities - Expense			Grant Request
15	Travel				\$
16	Equipment	Rescue Randy, Klutch Rope Hardware, Carabiners, .5 Rope (1000 ft), Load Cell Kit			\$ 9,700.00
17	Supplies	HazMat Confined Space Lumber Package for Highway Response			\$ 15,000.00
18	Contractual				\$
19	Other				\$
20	Other				\$
21				Exercise Subtotal	\$ 24,700.00
22	Total Federal HMEP Grant Funds Requested = the sum of Column C, Rows 7, 14, and 21			TOTAL GRANT REQUEST	\$ 189,760.00
23	Total Matching Funds Required = 20% of Total Project			MATCH	\$ 47,440.00
24	Total Project = the sum of the Total Grant Request + the Match			TOTAL PROJECT	\$ 237,200.00

Hazardous Materials Emergency Preparedness Grant Program

PROJECT NARRATIVE

Project type (select one or more)

☒ Planning ☒ Training ☒ Exercise ☐ Commodity Flow Study ☐ Other

Project description

Nashville Fire Department has plans for several HAZMAT/CBRNE Courses to deliver not just to our personnel but to our partners in the whole mid-region which include Tennessee Highway Patrol, Metro Nashville Police Department, FBI, 25 surrounding Counties, TEMA personnel as well. It is one of the most robust projects that we're planning for 2021. The month of March will have RAE Systems delivering training on all of our monitors. We will conduct 3 HAZMAT confined space classes throughout the year which will include several other emergency response agencies that deal with highway response to aqueduct and storm-water drains found on our interstate system. We will also throughout the year train on vehicle fires and rollovers with the new simulators. To support the training we will also be going totally paperless with the new iPads for the class.

Objectives, project outcomes, results, and evaluation (Required)

One of the main objectives that we would like to accomplish is the continuing of our relationship building with surrounding agencies by hosting more training opportunities for everyone to get solid training with quality props and instructors. With the props and especially the rollover simulator we plan to deliver training to other cities and counties, taking the course to them and or loaning the props to them if needed. Accomplishing these objectives will provide positive results, such as preservation of life, property and the environment not to mention combination training for the region so that the end result is everyone doing the same tactics, strategies and speaking the same language by working together. We will evaluate our department by the number of courses delivered and number of students attending by providing these multiple day training events.

Project Management- Itemize all tasks and include a timetable

Nashville Fire Department, Special Operations Bureau will manage all projects. NFD along with OEM will be primarily responsible for the management of the grant itself while NFD personnel will deliver training needs of the department and surrounding area jurisdictions. With the promise of a vaccine on the horizon the hope is that larger class training will be permitted to reach out to more partners. Delivering each portion of training throughout the year we can gauge the size of the classes with the numbers of the virus in retreat. With 4 large exercises planned and several HazMat courses to be delivered, the anticipation is that all will be concluded by September 2021.

Collaboration- Any outside agency collaborating or contributing to planning, training, or exercise

For all exercises and courses including HazMat Awareness, Operations, Technician, Chemistry of HazMat, Site Operations of HazMat, clandestine lab course, overturned tanker course, Radiological monitoring courses are all collaborated with Tennessee Emergency Management Agency in all capacities of planning, training and exercise. We will also be collaborating with area agencies, such as Tennessee Army National Guard, 45th Civil Support Team, Franklin Fire Department, Goodlettsville Fire Department, Hendersonville Fire Department, Brentwood Fire Department, Murfreesboro Fire Department, Tennessee Highway Patrol, Wilson County Emergency Management Agency, Clarksville Fire Department, Giles County Emergency Management just to name a few known on the forthcoming schedule.

Education/Training

With these four exercises planned as well as the air quality monitoring to be delivered through educating all agencies and or training the agencies and departments, they all will be able to take what they've learned back to their communities and deliver a better awareness of lessons learned. In training with the surrounding agencies and departments the hope is to have a better relationship with them all to let them know that we're all in this together and the more we train together it makes the region even stronger.

Justification, comments, and additional information

Nashville Fire Department and OEM have a long history with HazMat Training. Nashville Fire Department was the second department in the nation to have a fully stood up HazMat company in the late 1970's. The past legacy and current posture of the Nashville Fire Department has always been to reach out to area agencies and departments to either deliver or develop courses that better serve not just the residents of Davidson County but surrounding region making not just Nashville, but all of Tennessee a safer place. With HazMat props that can be mobile if need be and with the large scale training to be centrally located in Nashville all will be better suited making the region and our partners stronger in training.

Appendix A

Hazardous Materials Public Sector Planning and Training Grants

Code of Federal Regulations, Title 49, § 110.40

Title 49 - Transportation Volume: 2 Date: 2014-10-01 Original Date: 2014-10-01 Title: Section 110.40 - Activities eligible for funding. Context:

Title 49 - Transportation. Subtitle B - Other Regulations Relating to Transportation. CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION. SUBCHAPTER A - HAZARDOUS MATERIALS AND OIL TRANSPORTATION. PART 110 - HAZARDOUS MATERIALS PUBLIC SECTOR TRAINING AND PLANNING GRANTS.

§ 110.40

Activities eligible for funding.

(a) Planning. Eligible State applicants may receive funding for the following activities:

(1) Development, improvement, and implementation of emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986, as well as exercises which test the emergency plan. Enhancement of emergency plans to include hazard analysis as well as response procedures for emergencies involving transportation of hazardous materials, including radioactive materials.

(2) An assessment to determine flow patterns of hazardous materials within a State, between a State and another State or Indian country, and development and maintenance of a system to keep such information current.

(3) An assessment of the need for regional hazardous materials emergency response teams.

(4) An assessment of local response capabilities.

(5) Conduct of emergency response drills and exercises associated with emergency preparedness plans.

(6) Provision of technical staff to support the planning effort.

(7) Additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project plan and approved in the grant.

(b) Training. Eligible State and Indian tribe applicants may receive funding for the following activities:

(1) An assessment to determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with the National Curriculum.

(2) Delivery of comprehensive preparedness and response training to public sector employees. Design and delivery of preparedness and response training to meet specialized needs. Financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility.

(3) Emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans.

(4) Expenses associated with training by a person (including a department, agency, or instrumentality of a State or political subdivision thereof or an Indian tribe) and activities necessary to monitor such training including, but not limited to examinations, critiques and instructor evaluations.

(5) Provision of staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders.

(6) Additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project and approved in the grant.

[Amdt. 110-1, 57 FR 43067, Sept. 17, 1992, as amended by 66 FR 45377, Aug. 28, 2001]

Attachment 1-

49CFR

§ 110.60 Cost sharing for planning and training.

(a) The recipient agency must provide 20 percent of the direct and indirect costs of all activities covered under the grant award program with non-Federal funds. Recipients may either use cash (hard-match), in-kind (soft-match) contributions, or a combination of in-kind plus hard-match to meet this requirement. In-kind (soft-match) contributions are in addition to the maintenance of effort required of recipients of grant awards. The types of contributions allowed are as follows:

- (1) Any funds from a State, local, or other non-Federal source used for an eligible activity as defined in § 110.40 (added under paragraph) in this part.
- (2) The dollar equivalent value of an eligible activity as defined in § 110.40 of this part provided by a State, local, or other non-Federal source.
- (3) The value of participants' salary while attending a planning or training activity contained in the approved grant application provided by a State, local, or other non-Federal source.
- (4) Additional types of in-kind contributions the Associate Administrator deems appropriate.

(b) Funds used for matching purposes under any other Federal grant or cooperative agreement may not be used for matching purposes. The funds expended by a recipient agency to qualify for the grant may not be used for cost-sharing purposes.

(c) Acceptable contributions for matching and cost sharing purposes must conform to 49 CFR part 18.

[Amdt. 110-1, 57 FR 43067, Sept. 17, 1992, as amended by Amdt. 110-3, 59 FR 49132, Sept. 26, 1994; 66 FR 45377, Aug. 28, 2001]

§ 110.40 Activities eligible for funding.

(a) *Planning.* Eligible State applicants may receive funding for the following activities:

- (1) Development, improvement, and implementation of emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986, as well as exercises which test the emergency plan. Enhancement of emergency plans to include hazard analysis as well as response procedures for emergencies involving transportation of hazardous materials, including radioactive materials.
- (2) An assessment to determine flow patterns of hazardous materials within a State, between a State and another State or Indian country, and development and maintenance of a system to keep such information current.
- (3) An assessment of the need for regional hazardous materials emergency response teams.
- (4) An assessment of local response capabilities.
- (5) Conduct of emergency response drills and exercises associated with emergency preparedness plans.

(6) Provision of technical staff to support the planning effort.

(7) Additional activities the [Associate Administrator](#) deems appropriate to implement the scope of work for the proposed [project](#) plan and approved in the grant.

(b) *Training*. Eligible State and [Indian tribe](#) applicants may receive funding for the following activities:

(1) An assessment to determine the number of public sector employees employed or used by a [political subdivision](#) who need the proposed training and to select courses consistent with the [National Curriculum](#).

(2) Delivery of comprehensive preparedness and response training to public sector employees. Design and delivery of preparedness and response training to meet specialized needs. Financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility.

(3) Emergency response drills and exercises associated with training, a course of study, and [tests](#) and evaluation of emergency preparedness plans.

(4) Expenses associated with training by a person (including a department, agency, or instrumentality of a State or [political subdivision](#) thereof or an Indian tribe) and activities necessary to monitor such training including, but not limited to examinations, critiques and instructor evaluations.

(5) Provision of staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders.

(6) Additional activities the [Associate Administrator](#) deems appropriate to implement the scope of work for the proposed [project](#) and approved in the grant.

[Amdt. 110-1, [57 FR 43067](#), Sept. 17, 1992, as amended by [66 FR 45377](#), Aug. 28, 2001]



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-743, Version: 1

A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and Williamson County, by and through the Williamson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, previously entered into Grant Agreement Number 49530 with the State of Tennessee, Department of Finance and Administration, for the Internet Crimes Against Children Unit; and,

WHEREAS, Pursuant to Grant Agreement Number 49530, approved by RS2016-193 and amended by RS2017-878, the Metropolitan Government has agreed to distribute a portion of grant funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for equipment, training, and travel related to ICAC investigations; and,

WHEREAS, Williamson County qualifies to receive a portion of the state ICAC grant funds and the intergovernmental agreement, attached hereto and incorporated herein, establishes terms for the distribution of ICAC funds to Williamson County; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be adopted.

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 Police Department, and Williamson County, acting by and through the Williamson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children, is hereby approved.

Section 2. That this resolution shall become effective 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 Metro Nashville Police Department and the Williamson County Sheriff's Office to distribute \$15,000 in state grant funds to assist with investigations of internet crimes against children. The Metropolitan Police Department was previously awarded a grant in the amount of \$1,200,000 from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, for the Internet Crimes Against Children (ICAC) unit with the understanding that a portion of the grant funds will be sub-granted to other local law enforcement agencies in the Middle Tennessee area. These funds are to be used solely for equipment, training, and travel related to ICAC investigations. The

Williamson County Sheriff's Office is eligible for funding under this program. The term of the agreement is through June 30, 2021.

Metro has entered into similar agreements with other local law enforcement agencies for the distribution of grant funds for this program under previous grant awards.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
WILLIAMSON COUNTY, ACTING BY AND THROUGH THE
WILLIAMSON COUNTY SHERIFF'S OFFICE**

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPD"), and Williamson County, by and through the Williamson County Sheriff's Office (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement;
- Training to assist the agency in I.C.A.C. investigations; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 and ending on June 30, 2021.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed fifteen thousand dollars (\$15,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPD, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPD on a monthly basis until the maximum amount of \$15,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

Metro representatives as indicated on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.
- D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.
- D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.
- 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 Agreement.
- D.7. 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 Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees of services may present grievances about the operation of the service program. The Grantee shall 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 GRANTEE 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 all necessary signs.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

D.9. 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.10. 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 Tennessee Code Annotated §§ 10-7-404 or 10-7-202, as appropriate. 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.11. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.

D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

- D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.
- D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.
- D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
- (a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide. The Metropolitan Government and Grantee are political subdivisions of the State of Tennessee.
- (c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- (d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.
- D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D. 23. Assignment—Consent Required. The provisions of this agreement 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 Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee 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 Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.
- D.24. 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

employment in connection with any decision, approval, disapproval, recommendation, preparations 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 in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor 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 participation in Metropolitan Government contracts.

- D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Starling
Email address: Jason.starling@nashville.gov

Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210
Telephone Number: (615) 862-7560
Fax Number: (615) 880-2842

Grantee:

Detective Lee Eaves
615-418-1911
Email address: leeeaves@williamson-tn.org

Williamson County Sheriff's Office
408 Century Court
Franklin, TN 37064
615-790-5554

- D.26. 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, and 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 Form to Report Lobbying," in accordance with its instructions.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

- 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.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.
- D. 28. Service/ Time Records. Service and time records should include at a minimum:
 - a. Hours and dates worked on the project for each professional service contract position/ staff person.
 - b. A description of services performed for each professional service contract position/ staff person; and
 - c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.
- D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.
- D.30 Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- D. 31. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this subaward or contract, the Grantee
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and Williamson County

currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. It represents that:
 - (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subGrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-744, Version: 1

A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the Tennessee Association of Chiefs of Police, for the distribution of state grant funds to assist with investigations of internet crimes against children.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, previously entered into Grant Agreement Number 49530 with the State of Tennessee, Department of Finance and Administration, for the Internet Crimes Against Children Unit; and,

WHEREAS, Pursuant to Grant Agreement Number 49530, approved by RS2016-193 and amended by RS2017-878, the Metropolitan Government has agreed to distribute a portion of grant funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for equipment, training, and travel related to ICAC investigations; and,

WHEREAS, the Tennessee Association of Chiefs of Police qualifies to receive a portion of the state ICAC grant funds and the intergovernmental agreement, attached hereto and incorporated herein, establishes terms for the distribution of ICAC funds to the Tennessee Association of Chiefs of Police; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be adopted.

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 Police Department, and the Tennessee Association of Chiefs of Police, for the distribution of state grant funds to assist with investigations of internet crimes against children, is hereby approved.

Section 2. That this resolution shall become effective 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 Metro Nashville Police Department and the Tennessee Association of Chiefs of Police to distribute \$10,000 in state grant funds to assist with investigations of internet crimes against children. The Metropolitan Police Department was previously awarded a grant in the amount of \$1,200,000 from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, for the Internet Crimes Against Children (ICAC) unit with the understanding that a portion of the grant funds will be sub-granted to other local law enforcement agencies in the Middle Tennessee area. These funds are to be used solely for equipment, training, and travel related to ICAC investigations. The

Tennessee Association of Chiefs of Police eligible for funding under this program. The term of the agreement is through June 30, 2021.

Metro has entered into similar agreements with other local law enforcement agencies for the distribution of grant funds for this program under previous grant awards.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE TENNESSEE ASSOCIATION OF
CHIEFS OF POLICE**

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPD"), and the Tennessee Association of Chiefs of Police, (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations;
- Training to assist the agency in I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 and ending on June 30, 2021.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed Ten Thousand Dollars (\$10,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPD, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPD on a monthly basis until the maximum amount of \$10,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

Metro representatives as indicated on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.
- D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for the State's exercise of its right to terminate for convenience.
- D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.
- 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. 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 Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees 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 GRANTEE 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 all necessary signs.

- D.9. Public Notice. All notices, informational pamphlets, press releases, research reports, signs, and

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

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.10. 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 for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the Grantor State Agency, the Comptroller of the Treasury, or duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification, Public Company Accounting Oversight Board ("PCAOB") Accounting Standards Codification, or Governmental Accounting Standards Board ("GASB") 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, Audit Requirements, and Cost Principles for Federal Awards*.

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.11. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.
- D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.
- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.
- D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.
- D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

- D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
- (a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide.
- (c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- (d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.
- D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D. 23. Assignment—Consent Required. The provisions of this agreement 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 Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee 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 Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.
- D.24. 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, preparations 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 in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under

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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 participation in Metropolitan Government contracts.

- D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Starling

Email address: Jason.starling@nashville.gov

Metropolitan Nashville Police Department

600 Murfreesboro Pike

Nashville, TN 37210

Telephone Number: (615) 862-7560

Fax Number: (615) 880-2842

Grantee:

Maggi Duncan

Email address: maggi@taccp.org

Tennessee Association of Chiefs of Police

530 Church Street, Suite 702

Nashville, TN 37219

Telephone Number: (615) 726-8227

Fax Number: (615) 244-0057

- D.26. 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 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 contract, the making of any federal grant, the making of any federal loan, and 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 grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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

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transaction imposed by 31 U.S.C. § 1352.

- D.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.
- D. 28. Service/ Time Records. Service and time records should include at a minimum:
- a. Hours and dates worked on the project for each professional service contract position/ staff person.
 - b. A description of services performed for each professional service contract position/ staff person; and
 - c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.
- D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.
- D.30. Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- D.31 Intellectual Property. The Grantee agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State concerning or arising out of any claim of an alleged patent, copyright, trade secret or other intellectual property infringement. In any such claim or action brought against the State, the Grantee shall satisfy and indemnify the State for the amount of any settlement or final judgment, and the Grantee shall be responsible for all legal or other fees or expenses incurred by the State arising from any such claim. The State shall give the Grantee notice of any such claim or suit and full right and opportunity to conduct the Grantee's own defense thereof, however, the failure of the State to give such notice shall only relieve the Grantee of its obligations under this Section to the extent Grantee can demonstrate actual prejudice arising from the State's failure to give notice. This Section shall not grant the Grantee, through its attorneys, the right to represent the State of Tennessee in any legal matter, as provided in Tennessee Code Annotated § 8-6-106.
- D. 32. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

1. In accepting this subaward or contract, the Grantee
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. It represents that:
 - (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and TACP

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE
DEPARTMENT:

J.C. Drake
Interim Chief John Drake

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

ATTEST:

Metropolitan Clerk

TENNESSEE ASSOCIATION OF CHIEFS OF POLICE:

By: *Margaret McLean Duncan*
Title: *Executive Director/CEO*

Sworn to and subscribed to before me, a Notary Public, on this day 16 of November, 2020.

NOTARY PUBLIC:

Diane B. Smiley

My commission expires on

October 2, 2023



My Commission Expires *October 2, 2023*



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-745, Version: 1

A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the City of Spring Hill, acting by and through the Spring Hill Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, previously entered into Grant Agreement Number 49530, with the State of Tennessee, Department of Finance and Administration, for the Internet Crimes Against Children Unit; and,

WHEREAS, Pursuant to Grant Agreement Number 49530, approved by RS2016-193 and amended by RS2017-878, the Metropolitan Government has agreed to distribute a portion of grant funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for equipment, training, and travel related to ICAC investigations; and,

WHEREAS, the City of Spring Hill qualifies to receive a portion of the state ICAC grant funds and the intergovernmental agreement, attached hereto and incorporated herein, establishes terms for the distribution of ICAC funds to the City of Spring Hill; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be adopted.

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 Police Department, and the City of Spring Hill, acting by and through the Spring Hill Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children, is hereby approved.

Section 2. That this resolution shall become effective 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 Metro Nashville Police Department and the City of Spring Hill Police Department to distribute \$15,000 in state grant funds to assist with investigations of internet crimes against children. The Metropolitan Police Department was previously awarded a grant in the amount of \$1,200,000 from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, for the Internet Crimes Against Children (ICAC) unit with the understanding that a portion of the grant funds will be sub-granted to other local law enforcement agencies in the Middle Tennessee area. These funds are to be used solely for equipment, training, and travel related to ICAC investigations. The

Spring Hill Police Department is eligible for funding under this program. The term of the agreement is through June 30, 2021.

Metro has entered into similar agreements with other local law enforcement agencies for the distribution of grant funds for this program under previous grant awards.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE CITY OF SPRING HILL, ACTING BY AND THROUGH
THE SPRING HILL POLICE DEPARTMENT**

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNP"), and the City of Spring Hill, by and through the Spring Hill Police Department (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement;
- Training to assist the agency in I.C.A.C. investigations; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 and ending on June 30, 2021.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed fifteen thousand dollars (\$15,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.
- C.2. Payment Methodology. The Grantee will send a reimbursement request to MNP, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNP on a monthly basis until the maximum amount of \$15,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.
- C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.
- C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

Metro representatives as indicated on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.
- D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.
- D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.
- 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 Agreement.
- D.7. 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 Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees of services may present grievances about the operation of the service program. The Grantee shall 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 GRANTEE 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 all necessary signs.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

D.9. 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.10. 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 Tennessee Code Annotated §§ 10-7-404 or 10-7-202, as appropriate. 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.11. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.

D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

- D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.
- D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.
- D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
- (a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide. The Metropolitan Government and Grantee are political subdivisions of the State of Tennessee.
- (c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- (d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.
- D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D. 23. Assignment—Consent Required. The provisions of this agreement 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 Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee 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 Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.
- D.24. 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

employment in connection with any decision, approval, disapproval, recommendation, preparations 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 in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor 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 participation in Metropolitan Government contracts.

- D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Starling

Email address: Jason.starling@nashville.gov

Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210
Telephone Number: (615) 862-7560
Fax Number: (615) 880-2842

Grantee:

Detective Michael Foster

Email Address: mfooster@springhilltn.org

Spring Hill Police Department
3636-A Royal Park Blvd.
Spring Hill, TN 37174
Telephone Number: (931) 486-2252 Extension 226
Fax Number: (931) 499-7237

- D.26. 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, and 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 Form to Report Lobbying," in accordance with its instructions.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

- 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.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.
- D. 28. Service/ Time Records. Service and time records should include at a minimum:
 - a. Hours and dates worked on the project for each professional service contract position/ staff person.
 - b. A description of services performed for each professional service contract position/ staff person; and
 - c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.
- D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.
- D.30 Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- D. 31. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 1. In accepting this subaward or contract, the Grantee
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

- b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. It represents that:
 - (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subGrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Spring Hill

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE DEPARTMENT

J.C. Drake
Interim Chief John Drake

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:
Cynthia E. Dross
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

ATTEST:

Metropolitan Clerk

CITY OF SPRING HILL:

By: [Signature]

Title: Mayor

Sworn to and subscribed to before me, a Notary Public, on this day 12th of October, 2020.

NOTARY PUBLIC

[Signature]
My commission expires on November 20, 2023



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-746, **Version:** 1

A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and Dickson County, by and through the Dickson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, previously entered into Grant Agreement Number 49530 with the State of Tennessee, Department of Finance and Administration, for the Internet Crimes Against Children Unit; and,

WHEREAS, Pursuant to Grant Agreement Number 49530, approved by RS2016-193 and amended by RS2017-878, the Metropolitan Government has agreed to distribute a portion of grant funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for equipment, training, and travel related to ICAC investigations; and,

WHEREAS, Dickson County qualifies to receive a portion of the state ICAC grant funds and the intergovernmental agreement, attached hereto and incorporated herein, establishes terms for the distribution of ICAC funds to Dickson County; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be adopted.

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 Police Department, and Dickson County, acting by and through the Dickson County Sheriff's Office, for the distribution of state grant funds to assist with investigations of internet crimes against children, is hereby approved.

Section 2. That this resolution shall become effective 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 Metro Nashville Police Department and the Dickson County Sheriff's Office to distribute \$15,000 in state grant funds to assist with investigations of internet crimes against children. The Metropolitan Police Department was previously awarded a grant in the amount of \$1,200,000 from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, for the Internet Crimes Against Children (ICAC) unit with the understanding that a portion of the grant funds will be sub-granted to other local law enforcement agencies in the Middle Tennessee area. These funds are to be used solely for equipment, training, and travel related to ICAC investigations. The

Dickson County Sheriff's Office is eligible for funding under this program. The term of the agreement is through June 30, 2021.

Metro has entered into similar agreements with other local law enforcement agencies for the distribution of grant funds for this program under previous grant awards.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE COUNTY OF DICKSON, ACTING BY AND THROUGH
THE DICKSON COUNTY SHERIFF'S OFFICE**

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPd"), and the County of Dickson, by and through the Dickson County Sheriff's Office (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement;
- Training to assist the agency in I.C.A.C. investigations; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 and ending on June 30, 2021.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed fifteen thousand dollars (\$15,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPd, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPd on a monthly basis until the maximum amount of \$15,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

Metro representatives as indicated on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.
- D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.
- D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.
- 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 Agreement.
- D.7. 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 Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees of services may present grievances about the operation of the service program. The Grantee shall 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 GRANTEE 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 all necessary signs.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

D.9. 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.10. 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 Tennessee Code Annotated §§ 10-7-404 or 10-7-202, as appropriate. 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.11. Monitoring. The Grantee's activities conducted and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.

D.12. Electronic Payment. Metro requires as a condition of this Agreement that the Grantee shall complete and sign Metro's form authorizing electronic payments to the Grantee (Exhibit B). The Grantee will have thirty (30) days to complete, sign, and return Exhibit B. Thereafter, all payments to the Grantee, under this or any other contract the Grantee has with Metro, must be made electronically.

D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

- D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.
- D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.
- D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
- (a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide. The Metropolitan Government and Grantee are political subdivisions of the State of Tennessee.
- (c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- (d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.
- D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D. 23. Assignment—Consent Required. The provisions of this agreement 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 Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee 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 Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.
- D.24. 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

employment in connection with any decision, approval, disapproval, recommendation, preparations 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 in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor 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 participation in Metropolitan Government contracts.

- D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Starling
Email address: Jason.starling@nashville.gov

Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210
Telephone Number: (615) 862-7560
Fax Number: (615) 880-2842

Grantee:

Scott Levasseur
Email address: Scott.levasseur@gmail.com

Dickson County Sheriff's Office
140 County Jail Road
Charlotte, TN 37036
Telephone Number: (615) 740-4877
Fax Number: (615) 789-3123

- D.26. 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, and 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.

D. 28. Service/ Time Records. Service and time records should include at a minimum:

- a. Hours and dates worked on the project for each professional service contract position/ staff person.
- b. A description of services performed for each professional service contract position/ staff person; and
- c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.

D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.

D.30 Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.

D. 31. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this subaward or contract, the Grantee

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

- a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. It represents that:
 - (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. **Effective Date.** This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the County of Dickson

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE
DEPARTMENT

J.C. Drake
Interim Chief John Drake

APPROVED AS TO AVAILABILITY OF FUNDS:

Cynthia E. Bross
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

ATTEST:

Metropolitan Clerk

COUNTY OF DICKSON:

By: [Signature]

Title: Interim Sheriff

Sworn to and subscribed to before me, a Notary Public, on this day 12 of October, 2020.

NOTARY PUBLIC:

[Signature]

My commission expires on

2/7/2022





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-747, Version: 1

A resolution approving an intergovernmental agreement between The Metropolitan Government of Nashville and Davidson County, by and through the Metropolitan Nashville Police Department, and the City of Cookeville, by and through the Cookeville Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children.

WHEREAS, The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, previously entered into Grant Agreement Number 49530 with the State of Tennessee, Department of Finance and Administration, for the Internet Crimes Against Children Unit; and,

WHEREAS, Pursuant to Grant Agreement Number 49530, approved by RS2016-193 and amended by RS2017-878, the Metropolitan Government has agreed to distribute a portion of grant funds to surrounding Middle Tennessee Internet Crimes Against Children ("ICAC") agencies for equipment, training, and travel related to ICAC investigations; and,

WHEREAS, the City of Cookeville qualifies to receive a portion of the state ICAC grant funds and the intergovernmental agreement, attached hereto and incorporated herein, establishes terms for the distribution of ICAC funds to the City of Cookeville; and,

WHEREAS, it is in the interest of the citizens of The Metropolitan Government of Nashville and Davidson County that this resolution be adopted.

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 Police Department, and the City of Cookeville, acting by and through the Cookeville Police Department, for the distribution of state grant funds to assist with investigations of internet crimes against children, is hereby approved.

Section 2. That this resolution shall become effective 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 Metro Nashville Police Department and the City of Cookeville Police Department to distribute \$15,000 in state grant funds to assist with investigations of internet crimes against children. The Metropolitan Police Department was previously awarded a grant in the amount of \$1,200,000 from the Tennessee Department of Finance and Administration, Office of Criminal Justice Programs, for the Internet Crimes Against Children (ICAC) unit with the understanding that a portion of the grant funds will be sub-granted to other local law enforcement agencies in the Middle Tennessee area. These funds are to be used solely for equipment, training, and travel related to ICAC investigations. The

Cookeville Police Department is eligible for funding under this program. The term of the agreement is through June 30, 2021.

Metro has entered into similar agreements with other local law enforcement agencies for the distribution of grant funds for this program under previous grant awards.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY, ACTING BY AND THROUGH
THE METROPOLITAN NASHVILLE POLICE DEPARTMENT,
AND
THE CITY OF COOKEVILLE, ACTING BY AND THROUGH
THE COOKEVILLE POLICE DEPARTMENT**

This intergovernmental agreement by and between The Metropolitan Government of Nashville and Davidson County (hereinafter "Metropolitan Government" or "Metro"), by and through the Metropolitan Nashville Police Department (hereinafter "MNPDP"), and the City of Cookeville, by and through the Cookeville Police Department (hereinafter "Grantee"), is to establish terms for the distribution of certain funds granted by the State of Tennessee to the Metropolitan Government pursuant to Grant Contract Number 49530, as further defined in the "SCOPE OF SERVICES."

A. SCOPE OF PROGRAM:

A.1. Pursuant to Grant Contract Number 49530, Metro will distribute funds to surrounding Middle Tennessee Internet Crimes Against Children ("I.C.A.C.") agencies for the following:

- Equipment that will be used solely for I.C.A.C. investigations, as listed in Exhibit A to this Intergovernmental Agreement;
- Training to assist the agency in I.C.A.C. investigations; and
- Travel associated with I.C.A.C. training.

B. TERM OF AGREEMENT:

B.1. Term of Agreement. The term of this Agreement shall be for a period of one (1) year, commencing on July 1, 2020 and ending on June 30, 2021.

The Grantee hereby acknowledges and affirms that Metro shall have no obligation for Grantee services or expenditures that were not completed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of Metro under this Agreement exceed fifteen thousand dollars (\$15,000). This amount shall constitute the maximum amount to be provided to the Grantee by Metro pursuant to this Agreement.

C.2. Payment Methodology. The Grantee will send a reimbursement request to MNPDP, along with copies of invoices for eligible expenditures. Requests for reimbursement shall be sent by Grantee to MNPDP on a monthly basis until the maximum amount of \$15,000 has been exhausted. Metro will reimburse Grantee for eligible expenditures.

C.3. Payment of Invoice. The payment of any funds by Metro shall not prejudice Metro's right to object to any matter in relation thereto. Such payment by Metro shall neither be construed as an approval of any of the costs included therein.

C.4. Unallowable Costs. The Grantee's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by Metro, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, to constitute unallowable costs.

D. STANDARD TERMS AND CONDITIONS:

D.1. Required Approvals. Metro is not bound by this Agreement until it is approved by the appropriate

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

Metro representatives as indicated on the signature page of this Agreement.

- D.2. Modification and Amendment. This Agreement may be modified only by a written amendment that has been approved in accordance with all Metro procedures and by appropriate legislation of the Metropolitan Council.
- D.3. Termination for Cause. Should the Grantee fail to properly perform its obligations under this Agreement or if the Grantee violates any terms of this Agreement, Metro shall have the right to immediately terminate the Agreement and the Grantee shall return to Metro any and all monies for services or programs under the Agreement expended for purposes contrary to the terms of the Agreement. Such termination shall not relieve the Grantee of any liability to Metro for damages sustained by virtue of any breach by the Grantee.
- D.4. Termination for Convenience. Metro may terminate this Grant Contract without cause for any reason. A termination for convenience shall not be a breach of this Grant Contract by Metro. Metro shall give the Grantee at least thirty (30) days written notice before the effective termination date. The Grantee shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall Metro be liable to the Grantee for compensation for any service that has not been rendered. The final decision as to the amount for which Metro is liable shall be determined by Metro. The Grantee shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount for Metro's exercise of its right to terminate for convenience.
- D.5. Subcontracting. The Grantee shall not assign this Agreement without obtaining the prior written approval of Metro.
- 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 Agreement.
- D.7. 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 Agreement or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.8. Public Accountability. If the Grantee is subject to Tennessee Code Annotated § 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 Grantees of services may present grievances about the operation of the service program. The Grantee shall 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:

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- D.10. 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 Tennessee Code Annotated §§ 10-7-404 or 10-7-202, as appropriate. 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.11. Monitoring. The Grantee's activities conducted, and records maintained pursuant to this Agreement shall be subject to monitoring and evaluation by the Metropolitan Government. The Grantee shall make all audit, accounting, or financial records, notes, and other documents pertinent to this Agreement available for review by Metro, upon request, during normal working hours.
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- D.13. Strict Performance. Failure by Metro to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by a written amendment by the appropriate parties as indicated on the signature page of this Agreement.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

- D.14. Insurance. The Grantee agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all applicable taxes incident to this Agreement.
- D.15. Metro Liability. Metro shall have no liability except as specifically provided in this Agreement. Metro shall not be liable for any claims related to equipment, services, or travel purchased by Grantee with funds obtained pursuant to this Agreement.
- D.16. Independent Contractor. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the Grantee and Metro or to create the relationship of principal and agent between or among the Grantee and Metro. The Grantee shall not hold itself out in a manner contrary to the terms of this paragraph. Metro shall not become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
- D.17. Indemnification and Hold Harmless.
- (a) Metro will not indemnify, defend or hold harmless in any fashion the Grantee from any claims, regardless of any language in any attachment or other document that the Grantee may provide. The Metropolitan Government and Grantee are political subdivisions of the State of Tennessee.
- (c) Grantee shall pay Metro any expenses incurred as a result of Grantee's failure to fulfill any obligation in a professional and timely manner under this Agreement.
- (d) Grantee's duties under this section shall survive the termination or expiration of the Agreement.
- D.18. Force Majeure. The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.19. State, Local and Federal Compliance. The Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.
- D.20. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by and construed in accordance with the laws of the State of Tennessee. The venue for legal action concerning this Agreement shall be in the courts of Davidson County, Tennessee.
- D.21. Completeness. This Agreement is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Agreement supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.22. Headings. Section headings are for reference purposes only and shall not be construed as part of this Agreement.
- D. 23. Assignment—Consent Required. The provisions of this agreement 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 Grantee under this contract, neither this contract nor any of the rights and obligations of Grantee 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 Grantee from its obligations hereunder. Notice of assignment of any rights to money due to Grantee under this Contract must be sent to the attention of the Metropolitan Nashville Police Department.
- D.24. 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

employment in connection with any decision, approval, disapproval, recommendation, preparations 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 in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor 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 participation in Metropolitan Government contracts.

- D.25. Communications and Contacts. All instructions, notices, consents, demands, or other communications from the Grantee required or contemplated by this Agreement shall be in writing and shall be made by facsimile transmission, or by first class mail, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

Metro:

Captain Jason Starling
Email address: Jason.starling@nashville.gov

Metropolitan Nashville Police Department
600 Murfreesboro Pike
Nashville, TN 37210
Telephone Number: (615) 862-7560
Fax Number: (615) 880-2842

Grantee:

Captain Bobby Anderson
Email address: banderson@cookeville-tn.gov

Cookeville Police Department
10 East Broad Street
P.O. Box 849
Cookeville, TN 38501-3274
Telephone Number: (931) 526-2125
Fax Number: (931) 528-9368

- D.26. 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, and 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

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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.27. Records Access. The funding authorities, including Metro, OCJP, the U.S. Department of Justice the Comptroller General of the United States, or any of their duly- authorized representatives, may have access, for purpose of audit and examination, to any records pertinent to the grant upon demand.
- D. 28. Service/ Time Records. Service and time records should include at a minimum:
 - a. Hours and dates worked on the project for each professional service contract position/ staff person.
 - b. A description of services performed for each professional service contract position/ staff person; and
 - c. Records of actual supplies used and/ or operating expenses incurred that are allowable under the subcontract.
- D.29. Patents and Copyrights. OCJP and/or the U.S. Department of Justice shall have irrevocable, nonexclusive royalty-free license to any invention and to reproduce, publish, and use any materials, in whole or in part, and authorize others to do so, which are produced utilizing federal and/or state funds provided under the terms of a sub-grant.
- D.30 Disclosure of Personally Identifiable Information. The Grantee shall report to the State any instances of unauthorized disclosure of personally identifiable information that comes to the attention of the Grantee. Any such report shall be made by the Grantee within twenty-four (24) hours after the instance has come to the attention of the Grantee. The Grantee, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Grantee shall bear the cost of notification to individuals having personally identifiable information involved in a potential disclosure event, including individual letters or public notice. The remedies set forth in this section are not exclusive and are in addition to any claims or remedies available to the State under this Grant Contract or otherwise available at law.
- D. 31. Restriction Regarding Non-Disclosure Agreements related to Confidentiality and Reporting Waste, Fraud, and Abuse. No Grantee under this subcontract or subaward or entity that receives any funds under this agreement, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts or purports to prohibit or restrict, the reporting (in accordance with the law) of waste, fraud, and abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making the award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

1. In accepting this subaward or contract, the Grantee
 - a. Represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. Certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the Grantee does or is authorized to make further subawards or contracts under this subaward,
 - a. It represents that:
 - (1) It has determined that no other entity that the Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - (2) It has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - b. It certifies that, if it learns or is notified that any subgrantee, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Effective Date. This Agreement shall not be binding upon the parties until it has been signed first by the Grantee and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date first written above.

Intergovernmental Agreement between the Metropolitan Government of Nashville and Davidson County and the City of Cookeville

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

METROPOLITAN NASHVILLE POLICE
DEPARTMENT:

J.C. Drake
Interim Chief John Drake

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO FORM AND LEGALITY:

Cynthia E. Dross
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

Balogun Cobb
Director of Insurance

ATTEST:

Metropolitan Clerk

CITY OF COOKEVILLE:

By: James Mills

Title: CITY MANAGER

Sworn to and subscribed to before me, a Notary Public, on this day 6th of October, 2020.

NOTARY PUBLIC:

Madeline Faye Shera

My commission expires on

7-31-2023





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-748, **Version:** 1

A resolution accepting a grant from the United States Department of Justice to The Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to purchase bullet proof vests for law enforcement personnel.

WHEREAS, the United States Department of Justice has awarded a grant in an amount not to exceed \$17,921.54 with a required cash match of \$17,921.54 to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to purchase bullet proof vests for law enforcement personnel; 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 United States Department of Justice, in an amount not to exceed \$17,921.54, to the Metropolitan Government of Nashville and Davidson County, acting by and through the Metropolitan Nashville Police Department, to purchase bullet proof vests for law enforcement personnel, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Metropolitan Mayor is authorized to execute the same.

Section 2. That the amount of this grant be appropriated to the Metropolitan Nashville Police Department.

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 routine grant in the amount of \$17,921.54 from the U.S. Department of Justice to the Metro Nashville Police Department to purchase bulletproof vests. This grant has a required local match of \$17,921.54.

GRANT SUMMARY SHEET

Grant	Bullet Proof Vest 20-21
Department:	POLICE DEPARTMENT
Grantor:	U.S. DEPARTMENT OF JUSTICE
Pass-Through Grantor	
Total Award this	\$17,921.54
Cash Match	\$17,921.54
Department	Jim Stephens 880-2850
Status	CONTINUATION

Program Description:

Funding will be used to purchase Bullet Proof Vests for Law Enforcement personnel in the MNPd. The MNPd shall be responsible for the matching funds for the vests purchased. ***The funding source for the match will come from the business unit #3120100 and Fund #30003. This business unit is used for the purchasing of bullet proof vests.

Plan for continuation of services upon

All equipment purchased shall become the property of the agency purchasing the equipment. Any vests purchases made outside of this grant agreement shall be funded by the agencies regular operating budget.

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
POLICE DEPARTMENT	031	Jim Stephens				880-2850	880-3077
Grant Name:		Bullet Proof Vest 20-22					
Grantor:		U.S. DEPARTMENT OF JUSTICE				Other:	
Grant Period From:		10/01/20		(applications only) Anticipated Application Date:			
Grant Period To:		08/31/22		(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:		\$17,921.54	
Status:	CONTINUATION			Metro Cash Match:		\$17,921.54	
Metro Category:	Est. Prior.			Metro In-Kind Match:		\$0.00	
CFDA #	16.607			Is Council approval required? <input checked="" type="checkbox"/>			
Project Description:		Applic. Submitted Electronically? <input type="checkbox"/>					
<p>Funding will be used to purchase Bullet Proof Vests for Law Enforcement personnel in the MNPd. The MNPd shall be responsible for the matching funds for the vests purchased. *** The funding source for the match will come from the business unit # 3120100 and Fund # 30003. This business unit is used for the purchasing of bullet proof vests.</p>							
Plan for continuation of service after expiration of grant/Budgetary Impact:							
All equipment purchased shall become the property of the agency purchasing the equipment. Any vests purchases made outside of this grant agreement shall be funded by the agencies regular operating budget.							
How is Match Determined?							
Fixed Amount of \$		or		% of Grant		Other: <input checked="" type="checkbox"/>	
Explanation for "Other" means of determining match:							
The match shall be 100% of the total federal amount awarded *** Federal award = \$17,921.54; Match required = \$17,921.54 for total award of \$35,843.08 ***							
For this Metro FY, how much of the required local Metro cash match:							
Is already in department budget?		\$0.00		Fund	30003	Business Unit	3120100
Is not budgeted?				Proposed Source of Match:			
(Indicate Match Amount & Source for Remaining Grant Years in Budget Below)				Requested from Cont. Match Fund:			
Other:							
Number of FTEs the grant will fund:		0.00		Actual number of positions added:		0.00	
Departmental Indirect Cost Rate		34.00%		Indirect Cost of Grant to Metro:		\$12,186.65	
*Indirect Costs allowed? <input type="radio"/> Yes <input checked="" type="radio"/> No		% Allow.		0.0%		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	\$17,921.54			\$17,921.54	30003, 3120100	\$0.00	\$35,843.08	\$12,186.65	\$0.00
Yr 2	FY__									
Yr 3	FY__									
Yr 4	FY__									
Yr 5	FY__									
Total		\$17,921.54	\$0.00	\$0.00	\$17,921.54		\$0.00	\$35,843.08	\$12,186.65	\$0.00
	Date Awarded:			01/11/21	Tot. Awarded:	\$17,921.54	Contract#:	N/A		
	(or) Date Denied:				Reason:					
	(or) Date Withdrawn:				Reason:					

Contact: trinity.weathersby@nashville.gov
vaughn.wilson@nashville.gov

Rev. 8/5/03
5016

GCP Rec'd
01/14/21

GCP Approved
01/14/21

VW

STATUS

This "Status" page shows any pending actions that must be completed prior to program deadlines. All years of the program in which you have participated are listed below.

- Red !'s indicate your attention is needed in order to complete a task for action.

Jurisdiction Name	NASHVILLE AND DAVIDSON COUNTY METROPOLITAN GOVERNMENT
Contact	James Stephens
Address	600 Murfreesboro Pike P.O. Box 196399 NASHVILLE, TN 37219-6399
Telephone	(615) 880-2850
Email	james.stephens@nashville.gov

CURRENT ACTIVITY STATUS

You currently have no tasks that are pending completion. If you have questions, please contact your jurisdiction using the information provided above.

AVAILABLE AWARDS

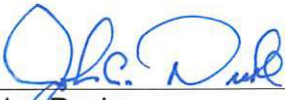
ATTN	Fiscal Year ↕	Award Amount ↕	Total Paid ↕	Total Requests ↕	Eligible Balance ↕
	— 2020	\$17,921.54	\$0.00	\$0.00	\$17,921.54

Expiration Date: 31-AUG-22

**SIGNATURE PAGE
FOR
2020 Bulletproof Vest Grant**

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

**METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY**



John Drake
Chief of Police

1-11-21

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-749, Version: 1

A resolution authorizing the Metropolitan Department of Law to compromise and settle the personal injury claim of Bruce Conrad against the Metropolitan Government of Nashville and Davidson County in the amount of \$11,000.00, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on July 10, 2018, a Metropolitan Nashville Police Officer was driving a police vehicle on Murfreesboro Road near Shiaway Drive when he rear-ended Plaintiff Bruce Conrad's vehicle, causing Mr. Conrad 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 Bruce Conrad related to the events detailed above, be compromised and settled for \$11,000.00, 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 Bruce Conrad for the sum of \$11,000.00, 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 Bruce Conrad against the Metropolitan Government for \$11,000 to be paid from the self-insured liability fund. On July 10, 2018, Mr. Conrad was stopped on Murfreesboro Road in the left lane waiting for traffic to clear so he could turn left onto Shiaway Drive. A Metro police officer stopped behind Mr. Conrad's vehicle, also waiting to turn left. The officer looked down at his GPS device and accidentally took his foot off the brake causing a collision that resulted in personal injuries to Mr. Conrad. Mr. Conrad was treated for injuries to his neck and back, and incurred medical bills totaling \$8,375.54

The Department of Law recommends settling this claim for the amount of the medical bills plus \$2,624.46 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 \$11,000 settlement, along with the settlement per Resolution Nos. RS2021-753 and RS2021-754, would be the 24th, 25th, and 26th payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,602,214. 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 22, 2021

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

Re: *Bruce Conrad v. Metropolitan Government of Nashville and Davidson County*
Litigation No. 16940
Docket No. 19C1512

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 black ink, appearing to read "RE Cooper Jr.", is positioned above the printed name of the signatory.

Robert E. Cooper, Jr.
Director of Law

Enclosures



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-750, **Version:** 1

A resolution approving Amendment 1 to an Agreement between the State of Tennessee, Department of Transportation, and the Metropolitan Government of Nashville & Davidson County, through the Department of Public Works, for the acceptance of work in connection with the construction of a Complete Street project on Gallatin Pike from Alta Loma Road to Liberty Lane; Fed. Project No. STP-M-NH-6(120), State Project No. 19LPM-F3-147, PIN 123838.00. (Proposal No. 2021M-002AG-001)

WHEREAS, RS2017-635 approved Agreement No. 160174, between the Tennessee Department of Transportation ("TDOT") and the Metropolitan Government of Nashville and Davidson County ("Metro"), through the Metropolitan Nashville Public Works Department, for the acceptance of work in connection with the construction of a Complete Street project on Gallatin Pike from Alta Loma Road to Liberty Lane; and,

WHEREAS, pursuant to Amendment 1, TDOT will replace in its entirety, the language of Agreement No. 160174 dated April 18, 2017 with the language of the Amendment 1, attached hereto as Exhibit A; and,

WHEREAS, Amendment 1 provides new language in accordance with applicable law and policy including Tennessee Code Annotated Sections 12-3-102, 12-4-107 and 54-5-109, allowing Metro to use TDOT's Local Programs procured On-Call Consultants for the provision of engineering and design related services or right-of-way acquisition services which will expedite the procurement of needed consultants, expedite the overall project timeline, and streamlines payment of the local match to TDOT; and,

WHEREAS, Amendment 1 increases the estimated cost of the project from \$4,652,800 to \$7,060,000 of which 80% is funded by the federal government and 20% is funded locally, subject to the availability of funding from Metro, to cover more defined levels of project design, right-of-way and construction impacts within the Gallatin Pike (SR 6) project limits as a result of the completed NEPA works; and,

WHEREAS, Tennessee Code Annotated Section 12-9-104(a)(2)(b) authorizes The Metropolitan Government of Nashville & Davidson County to enter into intergovernmental agreements with the State of Tennessee by resolution; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville & Davidson County that this intergovernmental agreement be approved.

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

Section 1. That the Amendment 1 to the Agreement with TDOT, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. That the Metropolitan Government of Nashville and Davidson County's participation is subject to the availability of funds as determined by the Department of Finance.

Section 3. Any amendments, renewals, or extension of the terms of the agreement may be approved by resolution of the Metropolitan Council.

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

Analysis

This resolution approves an amendment to an intergovernmental agreement between the Tennessee Department of Transportation (TDOT) and Metro Public Works for the acceptance of work in connection with the construction of a Complete Street project on Gallatin Pike from Alta Loma Road to Liberty Lane. The original agreement was approved by Resolution No. RS2017-635.

This amendment replaces the agreement in its entirety to add language referencing applicable law and policy to allow, but not require, Metro to use TDOT's Local Programs procured On-Call Consultants for the provision of engineering and design related service or right-of-way acquisition services. This amendment also extends the completion date of the original agreement until July 31, 2023. Exhibit A is also being updated to reflect a \$2,407,200 increase in the project cost, which will increase Metro's 20% local match to \$1,412,000. The total project cost is now estimated to be \$7,060,000. TDOT's letter regarding the cost increase indicates that it is "due to a more detailed project design yielding more defined impacts to future right-of-way easements and construction."

State law allows intergovernmental agreements between governmental entities to be approved by resolution. (Tenn. Code Ann. §12-9-104(a)). This amendment has been approved by the Planning Commission.

Fiscal Note: The total cost of the project is now estimated to be \$7,060,000. \$5,648,000 (80%) of this amount would be paid by the Tennessee Department of Transportation (TDOT). The remaining \$1,412,000 (20%) would be paid by Metro.

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR



DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

January 5, 2021

Mr. Kevin Crumbo
Director of Finance
Metro Nashville and Davidson County

RE: Prop. No. 2021M-002AG-001, Resolution approving Intergovernmental Agreement with TDOT and Metro Government accepting Amendment 1 to TDOT Agreement No. 160174, Complete Street on SR 6 (US 31 E), Gallatin Pike) from Alta Loma to Liberty Lane; Federal Project No. STP-M-NH-6(120); State Project No. 19LPLM-F3-147; PIN 123838.00.

Mr. Crumbo,

This resolution will approve an amendment to Agreement No. 160147 between TDOT and the Metro Government regarding updates to the language in the agreement allowing the use of TDOT on-call consultants for future services, extending the completion date to 7/31/2023, and increasing the local match from \$769,360 to \$1,412,000. This cost increase is due to a more detailed project design yielding more defined impacts to future right-of-way easements and construction. It is displayed in the resolution that Metro's participation in this funding increase is subject to availability.

Should you have questions regarding this amendment, please contact me at 615-862-8730 or 615-961-1105.

Sincerely,

A handwritten signature in blue ink, reading "Darrell K. Moore". The signature is fluid and cursive, with the first name "Darrell" and last name "Moore" clearly distinguishable.

Darrell K. Moore
Technical Specialist 1
Metro Nashville Public Works
615-862-8730
Darrell.Moore@nashville.gov



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAMS DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

CLAY BRIGHT
COMMISSIONER

BILL LEE
GOVERNOR

November 16, 2020

The Honorable John Cooper
Mayor, Metropolitan Government of Nashville and Davidson County
1 Public Square
Nashville, TN 37201

Re: SR-6 (US-31 E), From Alta Loma Road to Liberty Lane in Nashville
Davidson County, Metropolitan Government of Nashville and Davidson County
PIN: 123838.00
Federal Project Number: STP-M-NH-6(120)
State Project Number: 19LPLM-F3-147
Agreement Number: 160174

Dear Mayor Cooper:

I am attaching an amendment to the original contract. The amendment adds on-call consultant language to the contract and extends the expiration date. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Simchah Edwards at 615-741-0805 or Simchah.Edwards@tn.gov.

Sincerely,

A handwritten signature in cursive script that reads "Kimery Grant".

Kimery Grant
Transportation Manager

Attachment

Ecc: Paul Degges
John Kahle
Matt Burcham
Kimery Grant
Chasity Bell
David Layhew
Shane Hester
Mike Brown
Anna Emerson
Darrell Moore
E-file

Amendment Number: 1

Agreement Number: 160174

Project Identification Number: 123838.00

Federal Project Number: STP-M-NH-6(120)

State Project Number: 19LPLM-F3-147

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20____ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (hereinafter called the "Agency") for the purpose of providing an understanding between the parties of their respective obligations related to the management of the project described as:

"SR-6 (US-31 E), From Alta Loma Road to Liberty Lane in Nashville"

The language of AGREEMENT # 160174 dated April 18, 2017 is hereby deleted in its entirety and replaced with the following:

A. PURPOSE OF AGREEMENT

A.1 Purpose:

- a) The purpose of this Agreement is to provide for the Department's participation in the project as further described in Exhibit A attached hereto and by this reference made a part hereof (hereinafter called the "Project") and state the terms and conditions as to the manner in which the Project will be undertaken and completed.

A.2 Modifications and Additions:

- a) Exhibit(s) are attached hereto and by this reference made a part hereof.

B. ACCOMPLISHMENT OF PROJECT

B.1 General Requirements:

a)

	Responsible Party	Funding Provided by Agency or Project.
Environmental Clearance by:	AGENCY	PROJECT
Preliminary Engineering by:	AGENCY	PROJECT
Right-of-Way by:	AGENCY	PROJECT
Utility Coordination by:	AGENCY	PROJECT
Construction by:	AGENCY	PROJECT

b) After receiving authorization for a phase, the Agency shall commence and complete the phases as assigned above of the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The Project will be performed in accordance with all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines, available in electronic format, which by this reference is made a part hereof as if fully set forth herein.

c) A full time employee of the Agency shall supervise the herein described phases of the Project. Said full time employee of the Agency shall be qualified to and shall ensure that the Project will be performed in accordance with the terms of this Agreement and all latest applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Government Guidelines and this Agreement.

d) The Agency may elect to utilize a Department Local Programs On-Call consultant for the provision of engineering and design related services or right-of-way acquisition services, such consultants having been procured by the Department in accordance with applicable law and policy including Tenn. Code Ann. §§ 12-3-102, 12-4-107 and 54-5-109.

B.2 Completion Date:

a) The Agency agrees to complete the herein assigned phases of the Project on or before **July 31, 2023**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior

to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

B.3 Environmental Regulations:

- a) The Department will review environmental documents and require any appropriate changes for approval as described in the Department's Local Government Guidelines.
- b) In the event the Agency is made responsible for the Environmental Clearances in Section B.1(a) of this Agreement, the Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations and will reimburse the Department of any loss incurred in connection therewith to the extent permitted by Tennessee Law. The Agency will be responsible for securing any applicable permits as described in the Department's Local Government Guidelines.
- c) In the event the Agency is made responsible for the Environmental Clearances in section B.1.(a) of this Agreement, then the Agency must complete environmental clearances before it begins final design and understands that a separate Notice to Proceed will be submitted for final design. Any work on final design performed ahead of this Notice to Proceed will not be reimbursable.

B.4 Plans and Specifications

- a) In the event that the Agency is made responsible for the Preliminary Engineering in Section B.1.(a) of this Agreement and federal and/or state funding is providing reimbursement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Preliminary Engineering phase of the Project without the written approval of the Department. Failure to obtain such written approval shall be sufficient cause for nonpayment by the Department.
- b) In the event that this Agreement involves constructing and equipping of facilities on the State Highway System and/or is a Project with Federal participation and the Agency is made responsible for Preliminary Engineering in section B.1.(a) of this Agreement, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate.
 - 1) After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency written

approval and authorization to proceed with the next assigned phase of the Project. Failure to obtain this written approval and authorization to proceed shall be sufficient cause for nonpayment by the Department.

- c) In the event that this Agreement involves the use of State Highway Right-of-Way, the Agency shall submit a set of plans to the TDOT Traffic Engineer responsible for the land in question. These plans shall be sufficient to establish the proposed Project and its impact on the State Highway Right-of-Way.

B.5 Right-of-Way

- a) The Agency shall, without cost to the Department, provide all land owned by the Agency or by any of its instrumentalities as may be required for the Project right-of-way or easement purposes.
- b) The Agency understands that if it is made responsible for the Right-of-Way phase in section B.1(a) hereof and federal and/or state funds are providing the reimbursement, any activities initiated for the appraisal or the acquisition of land prior to authorization from the Department will not be reimbursed and that failure to follow applicable Federal and State law in this regard may make the Project ineligible for federal and/or state funding.
- c) The Department will review the processes the Agency used for the acquisition of land and other right-of-way activities. If those processes are found to be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Public Law 91-646, 84 Stat. 1894), the Department will certify that the acquisition phase was completed appropriately. The Agency understands that the Project cannot proceed to the Construction phase until this certification of the acquisition phase has been provided. It further understands that if the processes used for acquisition are such that certification is impossible, federal and/or state funds will be withdrawn from the Project. If such withdrawal does occur, the Agency hereby agrees to reimburse the Department for all federal and/or state funds expended at the time of such withdrawal.
- d) If the Agency is responsible for the Construction phase, it agrees to correct any damage or disturbance caused by its work within the State Highway Right-of-Way, including but not limited to the replacement of any control access fence removed by the Agency or its Contractor or agent during the Construction phase of the Project.

B.6 Approval of the Construction Phase

- a) In the event that the Agency is made responsible for the Construction phase in section B.1.(a) of this Agreement, except as otherwise authorized in writing by the Department, the Agency shall not execute an agreement for the Construction phase

of the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement, when the construction phase begins, the Agency may make such periodic visits to the Project site as necessary to familiarize itself generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Construction Agreement. If there is any perceived failure, the Agency shall give prompt written notification to the Department's Resident Engineer in charge.
- c) If the Project includes State Highway Right-of-Way and the Agency is responsible for the Construction phase, the Agency shall follow all requirements imposed by the TDOT Traffic Engineer.
- d) In the event that the Project includes State Highway Right-of-Way and the Agency is performing any construction work on this project, such work shall be performed to the satisfaction of the Department. If the Agency is being compensated for any construction work under this Agreement, any remedial work deemed necessary by the Department shall be done at the Agency's sole expense.
- e) The Agency understands that all contractors allowed to bid hereunder must be included on the Department's pre-qualified contractor list. Under Federal law, however, no contractor shall be required by law, regulation, or practice to obtain a license before submitting a bid or before a bid may be considered for an award of a contract; provided, however, that this is not intended to preclude requirements for the licensing of a contractor upon or subsequent to the award of the contract if such requirements are consistent with competitive bidding.

B.7 Detours

- a) If the Agency deems a detour to be necessary to maintain traffic during a road closure, then the Agency shall select, sign, and maintain the detour route in strict accordance with the Departments Final Construction Plan Notes and the Manual on Uniform Traffic Control Devices.

B.8 Utilities

- a) In the event that the Department is made responsible for the Construction phase in Section B.1(a) of this Agreement, the Department shall also be responsible for the Utilities phase.
- b) In the event that the Agency is made responsible for the Utilities Phase in section B.1.(a) of this Agreement, the following applies:

- 1) The Agency shall assist and ensure that all utility relocation plans are submitted by the utilities and received by the Regional TDOT Utility Office per TDOT's coordination instructions for approval prior to the Project advertisement for bids.
- 2) The Agency agrees to provide for and have accomplished all utility connections within the right-of-way and easements prior to the paving stage of the Construction phase.

B.9 Railroad

- a) In the event that a railroad is involved, Project costs may be increased by federally required improvements. The Agency agrees to provide such services as necessary to realize these improvements. The Agency understands it may have to enter into additional agreements to accomplish these improvements.

C. PAYMENT TERMS AND CONDITIONS

C.1 Total Cost:

In the event that the Agency shall receive reimbursement for Project expenditures with federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Department agrees to reimburse the Agency for eligible and appropriate Project expenditures as detailed in the Department's Local Government Guidelines with federal and/or state funds made available and anticipated to become available to the Agency, provided that the maximum liability of the Department shall be as set forth in Exhibit A.

C.2 Eligible Costs:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) Only Project costs incurred after the issuance of the Notice to Proceed for each phase as detailed in the Department's Local Government Guidelines are eligible for Department reimbursement.

C.3 Limits on Federal and State Participation:

- a) Federal and/or state funds shall not participate in any cost which is not incurred in conformity with applicable federal and state law, the regulations in 23 C.F.R. and 49 C.F.R., and policies and procedures prescribed by the Federal Highway Administration (FHWA). Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with

the Project or part thereof involving such cost. (23 CFR 1.9 (a)). If FHWA and/or the Department determines that any amount claimed is not eligible, federal and/or state participation may be approved in the amount determined to be adequately supported. The Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal and/or state participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, federal and/or state funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA and/or the Department may deny participation in Project costs in part or in total.

- b) For any amounts determined to be ineligible for federal and/or state reimbursement for which the Department has made payment, the Agency shall promptly reimburse the Department for all such amounts within ninety (90) days of written notice.
- c) The Agency agrees to pay all costs of any part of this project which are not eligible for federal and/or state funding. These funds shall be provided upon written request therefore by either (a) check, or (b) deposit to the Local Government Investment Pool, whenever requested.

C.4 Payment Methodology:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency shall submit invoices, in a form outlined in the Local Government Guidelines with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall be submitted no more often than monthly but at least quarterly and indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged by line-item to date, the total amounts charged for the period invoiced, and the total amount charged under this agreement to date. Each invoice shall be accompanied by proof of payment in the form of a canceled check or other means acceptable to the Department.
- b) The payment of an invoice by the Department shall not prejudice the Department's right to object to or question any invoice or matter in relation thereto. Such payment by the Department shall neither be construed as acceptance of any part of the work or service provided nor as final approval of any of the costs invoiced therein. The Agency's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the Department not to constitute allowable costs. Any payment may be reduced for overpayments or increased for under-payments on subsequent invoices.

- c) Should a dispute arise concerning payments due and owing to the Agency under this Agreement, the Department reserves the right to withhold said disputed amounts pending final resolution of the dispute.

C.5 The Department's Obligations:

In the event that the Department is managing all phases of the Project herein described, this provision C.5 does not apply.

- a) Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect not to make a payment if:
 - 1) **Misrepresentation:**
The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof, or in or with respect to any document or data furnished therewith or pursuant hereto;
 - 2) **Litigation:**
There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, this Agreement or payments to the Project;
 - 3) **Approval by Department:**
The Agency shall have taken any action pertaining to the Project, which under this Agreement requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;
 - 4) **Conflict of Interests:**
There has been any violation of the conflict of interest provisions contained herein in D.16; or
 - 5) **Default:**
The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

C.6 Final Invoices:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) The Agency must submit the final invoice on the Project to the Department within one hundred twenty (120) days after the completion of the Project. Invoices submitted after the one hundred twenty (120) day time period may not be paid.

C.7 Offset:

In the event that the Agency shall receive federal and/or state funds for any portion of the herein described Project, this provision shall apply.

- a) If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the Department. Offsetting any amount pursuant to this section shall not be considered a breach of agreement by the Department.

C.8 Travel Compensation

- a) If the Project provided for herein includes travel compensation, reimbursement to the Agency 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 subject to the Agreement Budget.

C.9 Agency Deposit

- a) In the event the Agency elects to utilize a TDOT Local Programs On-Call Consultant for any phase of project delivery, the Agency shall be required to deposit its share of the estimated cost per phase as noted in Exhibit A. This deposit may be made either by check delivered to the Local Programs Development Office or via deposit into the Agency's Local Government Investment Pool account established under Tenn. Code Ann. 9-4-701 et seq.

D. STANDARD TERMS AND CONDITIONS

D.1 Governing Law:

- a) This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Agency 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 Agreement. The Agency acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if

any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.

D.2 General Compliance with Federal, State, and Local Law:

- a) The Agency is assumed to be familiar with and observe and comply with those Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work and those instructions and prohibitive orders issued by the State and Federal Government regarding fortifications, military and naval establishments and other areas. The Agency shall observe and comply with those laws, ordinances, regulations, instructions, and orders in effect as of the date of this Agreement.
- b) The parties hereby agree that failure of the Agency to comply with this provision shall constitute a material breach of this Agreement and subject the Agency to the repayment of all damages suffered by the State and/or the Department as a result of said breach.

D.3 State Law:

- a) Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law, provided, that if any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

D.4 Submission of the Proceedings, Agreements, and Other Documents:

- a) The Agency shall submit to the Department such data, reports, records, agreements, and other documents relating to the Project as the Department and the Federal Highway Administration may require.

D.5 Appropriations of Funds:

- a) This Agreement is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the Department reserves the right to terminate the Agreement upon thirty (30) days written notice to the Agency. Said termination shall not be deemed a breach of agreement by the Department. Upon receipt of the written notice, the Agency shall cease all work associated with the Agreement. Should such an event occur, the Agency shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Agency shall have no right to recover from the Department

any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.6 Rights and Remedies Not Waived:

- a) In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b) Nothing in this agreement shall be construed to limit the Department's right at any time to enter upon its highway right-of-way, including the area occupied by the Project, for the purpose of maintaining or reconstructing its highway facilities.

D.7 Department and Agency Not Obligated to Third Parties:

- a) The Department and Agency shall not be obligated hereunder to any party other than the parties to this Agreement.

D.8 Independent Contractor:

- a) The parties hereto, in the performance of this Agreement, shall not act as agents, employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Agreement 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.
- b) The Agency, being a political subdivision of the State, is governed by the provisions of the Tennessee Government Tort Liability Act, Tennessee Code Annotated, Sections 29-20-101, et seq, and all other applicable laws.

D.9 Maintenance:

- a) Nothing contained herein shall be construed as changing the maintenance responsibility of either party for any part of the referenced project that lies on its system of highways. If the project funded hereunder results in the installation of any traffic signal, lighting or other electrically operated device(s), then the Agency shall be solely responsible for and pay all costs associated with maintenance and operation of all electrically operated devices together with the related equipment, wiring and other necessary appurtenances, and the Agency shall furnish electrical

current to all such devices which may be installed as part of the project. Additionally, the Agency shall be solely responsible for and pay all costs associated with the maintenance and operation of solar-powered devices, including, but not limited to, replacement of solar panels, batteries, lights and lenses.

- b) In the event that the Department is made responsible for the Construction phase in section B.1.(a) of this Agreement and to the extent that the Department is responsible for accomplishing the construction of the project, the Department will notify the Agency when Construction phase of the project has been completed; provided however, that failure to notify the Agency shall not relieve the Agency of its maintenance responsibilities.

D.10 Disadvantaged Business Enterprise (DBE) Policy and Obligation:

In the event that the herein-described project is funded with federal funds, the following shall apply:

a) **DBE Policy:**

It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 C.F.R., Part 26, as amended, shall have the opportunity to participate in the performance of agreements financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state regulations apply to this Agreement; including but not limited to project goals and good faith effort requirements.

b) **DBE Obligation:**

The Agency and its Contractors agree to ensure that Disadvantaged Business Enterprises, as defined in applicable federal and state regulations, have the opportunity to participate in the performance of agreements and this Agreement. In this regard, all recipients and Contractors shall take all necessary and reasonable steps in accordance with applicable federal and state regulations, to ensure that the Disadvantaged Business Enterprises have the opportunity to compete for and perform agreements. The Agency shall not discriminate on the basis of race, color, national origin or sex in the award and performance of Department-assisted agreements.

D.11 Tennessee Department of Transportation Debarment and Suspension:

- a) In accordance with the Tennessee Department of Transportation regulations governing Contractor Debarment and Suspension, Chapter 1680-5-1, the Agency shall not permit any suspended, debarred or excluded business organizations or individual persons appearing on the Tennessee Department of Transportation Excluded Parties List to participate or act as a principal of any participant in any covered transaction related to this Project. Covered transactions include submitting

a bid or proposal, entering into an agreement, or participating at any level as a subContractor.

D.12 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (applies to federal aid projects):

a) Instructions for Certification - Primary Covered Transactions:

By signing and submitting this Agreement, the Agency is providing the certification set out below.

- 1) The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Agency shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Department's determination whether to enter into this transaction. However, failure of the Agency to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- 2) The certification in this clause is a material representation of fact upon which reliance was placed when the Department determined to enter into this transaction. If it is later determined that the Agency knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.
- 3) The Agency shall provide immediate written notice to the Department if at any time the Agency learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the Department for assistance in obtaining a copy of those regulations.
- 5) The Agency agrees by entering into this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department.
- 6) The Agency further agrees by entering into this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility

Amendment Deleting Entire Previous Contract

and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Department, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- 7) An Agency may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.
- 8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9) Except for transactions authorized under these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause or default.

b) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions:

The prospective participant in a covered transaction certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State or local department or agency;
- 2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or agreement 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;

- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in this certification; and
- 4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 5) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

D.13 Equal Employment Opportunity:

- a) In connection with the performance of any Project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b) The Agency shall insert the foregoing provision in all agreements modified only to show the particular contractual relationship in all its agreements in connection with the development of operation of the Project, except agreements for the standard commercial supplies or raw materials, and shall require all such Contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for Project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

D.14 Title VI – Civil Rights Act of 1964:

- a) The Agency shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. The Agency shall include provisions in all agreements with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R., Part 21, and related statutes and regulations.

D.15 Americans with Disabilities Act of 1990 (ADA):

- a) The Agency will comply with all the requirements as imposed by the ADA and the regulations of the federal government issued thereunder.

D.16 Conflicts of Interest:

- a) The Agency warrants that no 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 Agency in connection with any work contemplated or performed relative to this Agreement.
- b) The Agency shall insert in all agreements entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its Contractors to insert in each of it's subcontracts, the following provision:
 - 1) "No 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 Agency in connection with any work contemplated or performed relative to this Agreement."

D.17 Interest of Members of or Delegates to, Congress (applies to federal aid projects):

- a) No member of or delegate to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising therefrom.

D.18 Restrictions on Lobbying (applies to federal aid projects):

The Agency 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 Agency, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, 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, 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 grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c) The Agency shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and agreements under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

D.19 Records:

- a) The Agency shall maintain documentation for all charges against the Department under this Agreement. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, agreements or vouchers evidencing in proper detail and in a form acceptable to the Department the nature and propriety of the charges. The books, records, and documents of the Agency, insofar as they relate to work performed or money received under this Agreement, shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for at least three (3) years after final payment is made.
- b) Copies of these documents and records shall be furnished to the Department, the Comptroller of the Treasury, or their duly appointed representatives, upon request. Records of costs incurred includes the Agency's general accounting records and the Project records, together with supporting documents and records, of the Agency and all subContractors performing work on the Project and all other records of the Agency and subContractors considered necessary by the Department for a proper audit of costs. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- c) The aforesaid requirements to make records available to the Department shall be a continuing obligation of the Agency and shall survive a termination of the Agreement.

D.20 Inspection:

- a) The Agency shall permit, and shall require its Contractor, subContractor or materials vendor to permit, the Department's authorized representatives and authorized agents of the Federal Highway Administration to inspect all work, workmanship, materials, payrolls, records and to audit the books, records and accounts pertaining to the financing and development of the Project.
- b) The Department reserves the right to terminate this Agreement for refusal by the Agency or any Contractor, subContractor or materials vendor to allow public access to all documents, papers, letters or other material made or received in conjunction with this Agreement.

D.21 Annual Report and Audit:

- a) In the event that an Agency expends \$500,000 or more in federal awards in its fiscal year, the Agency must have a single or program specific audit conducted in accordance with the United States Office of Management and Budget (OMB) Circular A-133.
- b) All books of account and financial records shall be subject to annual audit by the Tennessee Comptroller of the Treasury or the Comptroller's duly appointed representative. When an audit is required, the Agency may, with the prior approval of the Comptroller, engage a licensed independent public accountant to perform the audit. The audit agreement between the Agency and the licensed independent public accountant shall be on an agreement form prescribed by the Tennessee Comptroller of the Treasury. Any such audit shall be performed in accordance with generally accepted government auditing standards, the provisions of OMB Circular A-133, if applicable, and the Audit Manual for Governmental Units and Recipients of Grant Funds published by the Tennessee Comptroller of the Treasury.
- c) The Agency shall be responsible for reimbursement of the cost of the audit prepared by the Tennessee Comptroller of the Treasury, and payment of fees for the audit prepared by the licensed independent public accountant. Payment of the audit fees of the licensed independent public accountant by the Agency shall be subject to the provisions relating to such fees contained in the prescribed agreement form noted above. Copies of such audits shall be provided to the designated cognizant state agency, the Department, the Tennessee Comptroller of the Treasury, and the Department of Finance and Administration and shall be made available to the public.

D.22 Termination for Convenience:

- a) The Department may terminate this agreement without cause for any reason. Said termination shall not be deemed a breach of agreement by the Department. The Department shall give the Agency at least thirty (30) days written notice before the effective termination date. The Agency shall be entitled to compensation for authorized expenditures and satisfactory services completed as of the termination date, but in no event shall the Department be liable to the Agency for compensation for any service which has not been rendered. The final decision as to the amount for which the Department is liable shall be determined by the Department. Should the Department exercise this provision, the Agency shall not have any right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

D.23 Termination for Cause:

- a) If the Agency fails to properly perform its obligations under this Agreement in a timely or proper manner, or if the Agency violates any terms of this Agreement, the Department shall have the right to immediately terminate the Agreement and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Agency shall not be relieved of liability to the Department for damages sustained by virtue of any breach of this Agreement by the Agency.
- b) In the event that the Project herein described includes Federal funds, the Agency understands that if the Federal Highway Administration (FHWA) determines that some or all of the cost of this project is ineligible for federal funds participation because of failure by the Agency to adhere to federal laws and regulations, the Agency shall be obligated to repay to the Department any federal funds received by the Agency under this agreement for any costs determined by the FHWA to be ineligible.
- c) If the Project herein described lies on the state highway system and the Agency fails to perform any obligation under this section of this agreement, the Department shall have the right to cause the Agency, by giving written notice to the Agency, to close the Project to public use and to remove the Project at its own expense and restore the premises to the satisfaction of the Department within ninety (90) days thereafter.

D.24 How Agreement is Affected by Provisions Being Held Invalid:

- a) If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would then continue to conform to the terms and requirements of applicable law.

D.25 Agreement Format:

- a) All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

D.26 Certification Regarding Third Party Contracts:

- a) The Agency certifies by its signature hereunder that it has no understanding or contract with a third party that will conflict with or negate this Agreement in any manner whatsoever.
- b) The Agency further certifies by its signature hereunder that it has disclosed and provided to the Department a copy of any and all contracts with any third party that relate to the Project or any work funded under this Agreement.
- c) The Agency further certifies by its signature hereunder that it will not enter into any contract with a third party that relates to this project or to any work funded under this Agreement without prior disclosure of such proposed contract to the Department.
- d) The Agency hereby agrees that failure to comply with these provisions shall be a material breach of this Agreement and may subject the Agency to the repayment of funds received from or through the Department under this Agreement and to the payment of all damages suffered by the Department as a result of said breach.

D.27 Amendment:

- a) This Agreement may be modified only by a written amendment, which has been executed and approved by the appropriate parties as indicated on the signature page of this Agreement.

D.28 State Liability:

- a) The Department shall have no liability except as specifically provided in this Agreement.

D.29 Force Majeure:

- a) The obligations of the parties to this Agreement are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

D.30 Required Approvals:

- a) The Department is not bound by this Agreement until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.

D.31 Estimated Cost:

- a) The parties recognize that the estimated costs contained herein are provided for planning purposes only. They have not been derived from any data such as actual bids, etc
- b) In the event that the Department is made responsible in section B.1.(a) of this Agreement for the management of the herein described Project, the parties understand that more definite cost estimates will be produced during project development. These more reliable estimates will be provided to the Agency by the Department as they become available.

D.32 Third Party Liability:

- a) The Agency shall assume all liability for third-party claims and damages arising from the construction, maintenance, existence and use of the Project to the extent provided by Tennessee Law and subject to the provisions, terms and liability limits of the Governmental Tort Liability Act, T.C.A. Section 29-20-101, et seq, and all applicable laws.

D.33 Deposits:

- a) Required deposits and any other costs for which the Agency is liable shall be made available to the Department, whenever requested.

D.34 Department Activities:

- a) Where the Agency is managing any phase of the project the Department shall provide various activities necessary for project development. The estimated cost for these activities are included in the funds shown herein.

D.35 Congestion Mitigation and Air Quality Requirement:

- a) If the herein described project is funded with Congestion Mitigation Air Quality (CMAQ) funds, this section D.35 shall apply.
 - 1) Whereas the Agency understands and agrees that the funding provided hereunder must be obligated with the Federal Highway Administration within three years from the date of this agreement. It is further agreed that once all requirements have been met for development of the project, the Agency will expend the funds in a manner to insure its expenditure on a continuous basis until the funds are exhausted. Failure to follow this process may result in a loss of funds.

D.36 Investment of Public Funds:

- a) The facility on which this project is being developed shall remain open to the public and vehicular traffic for a sufficient time to recoup the public investment therein as shown below:

Amount		Open to Public and Vehicular Traffic
\$1.00 - \$200,000	=	5 Years
>\$200,000 - \$500,000	=	10 Years
>\$500,000 - \$1,000,000	=	20 Years

- b) Projects over \$1,000,000 carry a minimum 25 years open to public and vehicular traffic requirement and will be subject to individual review.

D.37 Federal Funding Accountability and Transparency Act:

- a) **If the Project is funded with federal funds the following shall apply:** The Agency shall comply with the Federal Funding Accountability and Transparency Act of 2006 (Pub.L. 109-282), as amended by section 6202 of Public Law 110-252 ("the Transparency Act") and the regulations and requirements of the federal government issued thereunder, including, but not limited to, 2 CFR Part 170. The Agency shall submit the information needed for the Transparency Act in accordance with the forms and processes identified by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Amendment Deleting Entire Previous Contract

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

RECOMMENDED BY:

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

BY: *Shanna Whitelaw*
Shanna Whitelaw, Interim Director
Department of Public Works

BY: _____
Clay Bright
Commissioner

APPROVED AS TO AND
AVAILABILITY OF FUNDS

APPROVED AS TO FORM AND
LEGALITY

BY: *[Signature]*
Kevin Crumbo, Director
Department of Finance

✓ GAM

BY: _____
John H. Reinbold
General Counsel

APPROVED AS TO FORM AND
LEGALITY

BY: *Tara M. Ladd*
Metropolitan Attorney

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

BY: _____
John Cooper
Metropolitan County Mayor

ATTEST, this the _____ day of _____,
20 _____.

BY: _____
Metropolitan Clerk

APPROVED AS TO RISK AND
INSURANCE

BY: *Balogun Cobb*
Director of Insurance

EXHIBIT "A" for Amendment 1

AGREEMENT #: 160174

PROJECT IDENTIFICATION #: 123838.00

FEDERAL PROJECT #: STP-M-NH-6(120)

STATE PROJECT #: 19LPLM-F3-147

PROJECT DESCRIPTION: SR-6 (US-31 E), From Alta Loma Road to Liberty Lane in Nashville - Implementation of Complete Street elements along the Gallatin Pike BRT line corridor in Nashville. Elements may include a multi-use path, strategic pedestrian connections, improved signalized intersections with crosswalks and pedestrian countdown times, reconfigured or repositioned transit stations, station amenities, bike lockers and benches.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

TYPE OF WORK: Bi-Ped Safety Activities

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-NEPA	U-STBG	80	0	20	\$160,000.00
PE-DESIGN	U-STBG	80	0	20	\$970,000.00
RIGHT-OF-WAY	U-STBG	80	0	20	\$340,000.00
CONSTRUCTION	U-STBG	80	0	20	\$4,975,100.00
CEI	U-STBG	80	0	20	\$559,000.00
TDOT ES	U-STBG	80	0	20	\$55,900.00

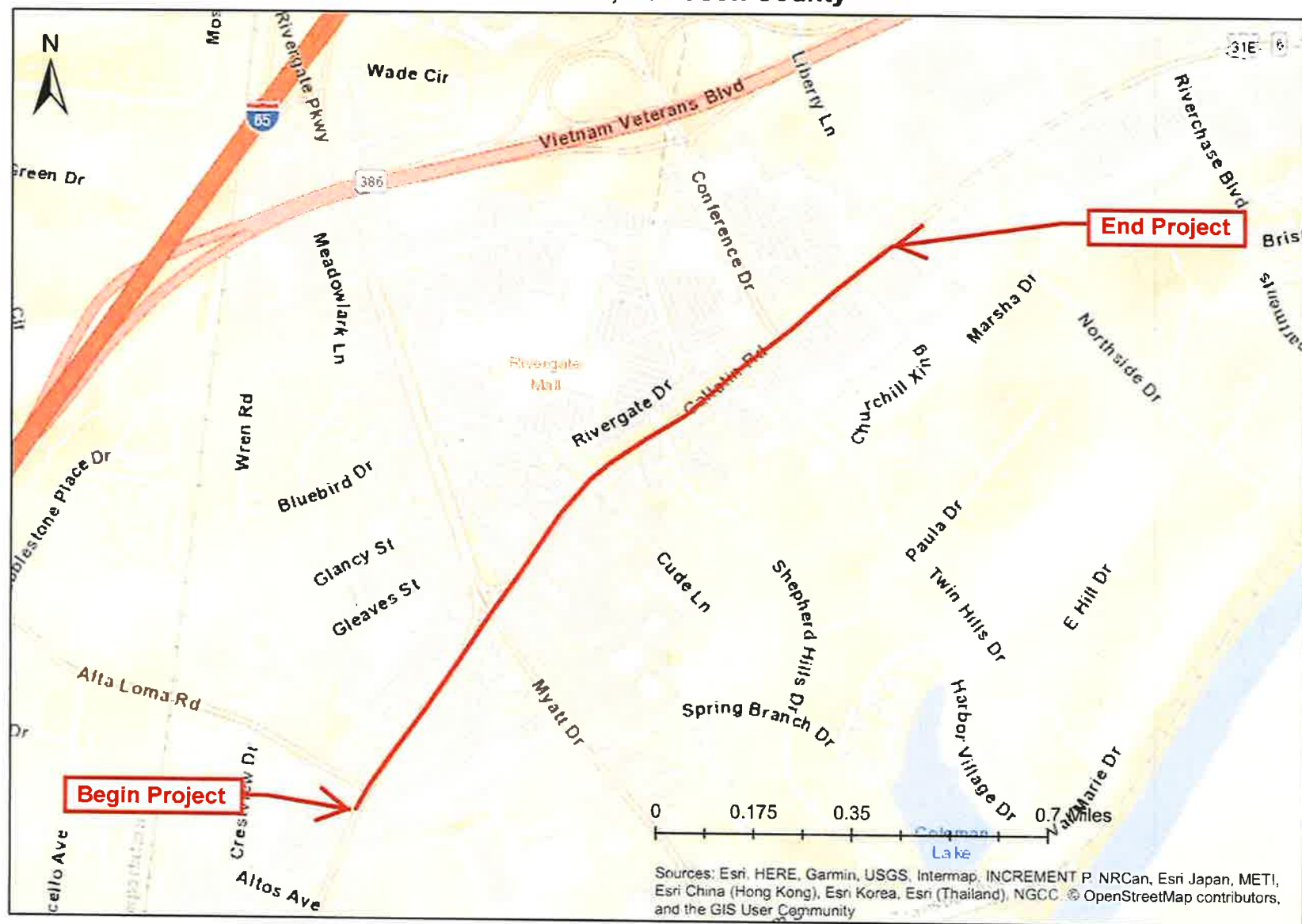
INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: STBG: 23 U.S.C.A, Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency.

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

Project Location Map **Gallatin Pike Complete Streets Bus Rapid Transit (BRT) Project** **Nashville, Davidson County**





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-751, **Version:** 1

A resolution approving Amendment One (1) to the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

WHEREAS, RS1999-1473 approved a contract between the Metropolitan Government of Nashville and Davidson County ("Metro") and BFI Waste Services, LLC, for Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services for Solid Waste dated January 16, 2002 ("Contract"); and,

WHEREAS, pursuant to the Contract, Metro may exercise the option to extend the Contract for a maximum of two (2) five-year Renewal Terms; and,

WHEREAS, the parties wish to exercise the option to renew the contract for an additional five (5) year term, to update the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville & Davidson County that Amendment 1 be approved.

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

Section 1. That Amendment 1 to the Contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and BFI Waste Services, LLC, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement shall be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

Analysis

This resolution approves an extension of Metro's contract with BFI Waste Services, LLC, currently operating as Republic Services, Inc. ("Republic") for operation of a solid waste transfer station and for the disposal of solid waste. The Council authorized a contract with BFI through the adoption of Resolution No. R99-1473 in March 1999. However, the contract was not negotiated and executed until 2002. The contract is for a term of 20 years, with two additional five year optional extensions. Under this contract, Republic operates a waste transfer station located at 1160 Freightliner Liner Drive. All of waste collected by Metro Public Works and its

collection contractors is taken to this transfer station. Republic then transports the waste to a landfill out of county (currently a landfill in Rutherford County).

Metro Public Works has determined that it is in Metro's best interest to extend the contract for five years under basically the same terms with a few modifications. The primary change is an update in the per ton charge for solid waste. The existing contract provides for a 2½% increase in the rate each year. The current total price per ton is \$38.78. Under this formula, the contract amount next year would be \$39.75 per ton. However, the extended contract includes the following amounts per ton:

- Year 1 - \$45.00
- Year 2 - \$45.00
- Year 3 - \$46.11
- Year 4 - \$47.25
- Year 5 - \$48.42

The Contract Amendment Abstract form attached to the amendment indicates that the value of the amendment is estimated to be \$41,800,000.

The amendment also provides that Republic will contribute \$50,000 to Metro's waste reduction education program.

RESOLUTION NO. _____

A resolution approving Amendment One (1) to the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

WHEREAS, RS1999-1473 approved a contract between the Metropolitan Government of Nashville and Davidson County ("Metro") and BFI Waste Services, LLC, for Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services for Solid Waste dated January 16, 2002 ("Contract"); and,

WHEREAS, pursuant to the Contract, Metro may exercise the option to extend the Contract for a maximum of two (2) five-year Renewal Terms; and,

WHEREAS, the parties wish to exercise the option to renew the contract for an additional five (5) year term, to update the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville & Davidson County that Amendment 1 be approved.

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

Section 1. That Amendment 1 to the Contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and BFI Waste Services, LLC, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement shall be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

RECOMMENDED BY:

INTRODUCED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

Michelle Lane
Purchasing Agent

Member(s) of Council

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Kevin Crumbo
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Assistant Metropolitan Attorney

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: _____



Resolution



Ordinance

Contact/Prepared By: Tara LaddDate Prepared: 01/04/21Title (Caption): A resolution approving Amendment One (1) to the contact between the Metropolitan Government of Nashville and DavidsonCounty, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.Submitted to Planning Commission? ☒ N/A ☐ Yes-Date: _____ Proposal No: _____Proposing Department: PW Requested By: Sharon SmithAffected Department(s): PW Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> Bonds | <input checked="" 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: _____ 1/21/2021 | 10:08 AM CST

Approved by OMB: Tom EddlemanApproved by Finance/Accounts: Ken Hartlage

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Kevin Crumbo/Ho**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

RESOLUTION NO. _____

A resolution approving Amendment One (1) to the contract between the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, and BFI Waste Services, LLC, to extend the contract by 5 years, update the Per Ton Charge for Municipal Waste and amend certain other parts of the contract.

WHEREAS, RS1999-1473 approved a contract between the Metropolitan Government of Nashville and Davidson County ("Metro") and BFI Waste Services, LLC, for Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services for Solid Waste dated January 16, 2002 ("Contract"); and,

WHEREAS, pursuant to the Contract, Metro may exercise the option to extend the Contract for a maximum of two (2) five-year Renewal Terms; and,

WHEREAS, the parties wish to exercise the option to renew the contract for an additional five (5) year term, to update the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification; and,

WHEREAS, it is in the best interest of The Metropolitan Government of Nashville & Davidson County that Amendment 1 be approved.

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

Section 1. That Amendment 1 to the Contract between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and BFI Waste Services, LLC, attached hereto as Exhibit A, and incorporated herein by reference, is hereby approved, and that the Metropolitan Mayor is authorized to execute the same.

Section 2. Any amendments, renewals, or extension of the terms of the agreement shall be approved by resolution of the Metropolitan Council.

Section 3. That this resolution shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville & Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw

Shanna Whitelaw, Interim Director
Department of Public Works

Michelle A. Hernandez Lane

Michelle Lane
Purchasing Agent

INTRODUCED BY:

Member(s) of Council

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Kevin Crumbo TE
Kevin Crumbo
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Tara Ladd
Assistant Metropolitan Attorney

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Transfer Station Facilities, Operation of the Transfer Stations, Waste Transportation Services and Disposal Services.

Amendment Summary: Amendment amends the contract term, update the per ton charge, make several contract language updates, and revises the vendor's name.

Contract Number: 14732 Amendment Number: 1 Solicitation Number: RFP 92-474

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/17/2018 Contract Expiration Date: 10/16/2023 Contract Term: 20 Years

Previous Estimated Contract Life Value: \$100,000,000.00 ** Fund: 10101, 30501

Amendment Value: \$41,800,000.00 ** BU: 42142110, 42804520, 4280311

New Estimated Contract Life Value: \$141,800,000.00 ** (depending on actual expenses issued at the PO levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Terri Ray BAO Staff: Christopher Wood

Procuring Department: Public Works Department(s) Served: Public Works/Water Services

Prime Contractor Information

Prime Contracting Firm: Republic Services, Inc ISN#: 1601

Address: 621 Hill Ave City: Nashville State: TN Zip: 37210

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (check if applicable)

Prime Company Contact: Jeremy Jernigan Email Address: jjernigan@republicservices.com

Phone #: 615-782-5500

Prime Contractor Signatory: Jeremy Jernigan Email Address: jjernigan@republicservices.com

Subcontractor Information

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: N/A Percent, if applicable: N/A

Procurement Non-Discrimination Program:

M/WBE Participation Amount: N/A Percent, if applicable: N/A

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 14732
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND BFI WASTE SOLUTIONS, LLC

THIS AMENDMENT 1 TO CONTRACT (this "Amendment 1"), 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, through the Department of Public Works ("Metro") and BFI Waste Solutions, LLC ("Contractor").

RECITALS:

WHEREAS, Contractor provides certain transfer station facilities, operation of transfer station, waste transportation services and disposal service for solid waste to Metro as set forth in the Contract to provide said services dated January 16, 2002 and approved by RS1999-1473; and,

WHEREAS, the parties desire to extend the term of the Contract for five (5) additional years, clarify the Per Ton Charge for Municipal Waste and to make certain other housekeeping edits for clarification.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That Section 1.01 Certain Definitions be amended by deleting from the definition of Guarantor "Allied Waste Industries, Inc." and inserting in lieu thereof "Republic Services, Inc."
2. That Section 1.01 Certain Definitions be amended by deleting from the definition of Hazardous Waste "1200-1-11-.02(1)(c)" and inserting in lieu thereof, "0400-12-01-.02(1)(c)."
3. That Section 1.01 Certain Definitions be amended by deleting the definition of Legal Holidays in its entirety and inserting in lieu thereof: "means those Metro holidays which are New Years' Day, Martin Luther King Day, Presidents Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. Holidays may be changed upon the determination of the Director upon thirty (30) Days prior written notice to the Contractor."



4. That Section 1.01 Certain Definitions be amended by deleting the definition of Long-Term Service Period in its entirety and inserting in lieu thereof: "means the service period commencing July 1, 2002."
5. That Section 1.01 Certain Definitions be amended by adding "biosolids" to the definition of Solid Waste.
6. That Section 2.07 Record Keeping and Reporting, subsection d. be amended by deleting it in its entirety and inserting in lieu thereof, "Both Metro and the Contractor shall provide for the retention and storage of all records related to the transactions described in this Section 2.07 for a period of at least seven (7) years, and ten (10) years if required by FEMA for any disaster debris disposal (to the extent Metro notifies Contractor of the records to which the extended retention period applies). The use of remote storage media, consisting of maintaining photocopies, microfilm or microfiche copies, access to electronic storage media or any other commonly used storage system with respect to such records shall constitute such retention and storage, regardless of where the foregoing records are physically located."
7. That Section 4.01 Service Charge, subsection (b) be amended by deleting the last paragraph of the Section in its entirety and replacing it in lieu thereof: "The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the solid waste generator fees per Metro Code 10.20.360 imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro."
8. That Article IV Establishment and Payment of Services and Other Amounts be amended by adding a new Section, Section 4.06 and the following: "Section 4.06. Education Payments. Contractor shall contribute \$50,000 on July 1, 2022 and annually each July 1 thereafter for the duration of the Renewal Term, to Metro's waste reduction education program."
9. That Section 5.02 Bonds, subsection a. be amended by deleting it in its entirety and inserting in lieu thereof: "Performance Bonds and Labor and Materials Bonds. On or before the Contract Date, and every year thereafter during the term of this Contract, including any renewal periods, the Contractor shall annually provide financial security for the performance of its obligations hereunder through Performance Bonds and Labor and Materials Bonds issued by a surety company in a form reasonably suitable to Metro : (1) approved by Metro having a rating of "A" in the latest revision of the



A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) properly registered and licensed to conduct business in the State. The bond shall be accompanied by a power of attorney indicating that the person executing the performance bond is doing so on behalf of the surety. The power of attorney shall have been conferred upon the attorney-in-fact prior to or concurrent with the date of the performance bond. The Performance Bonds and Labor and Materials Bonds shall be issued in the name of the Contractor and Metro and shall be issued in the amount reflecting the prior years' Service Fees Metro paid to Contractor and shall remain open until the termination of the Contract.

10. That Section 8.02 Events of Default of Contractor, subsection (a) be amended by deleting "60" and inserting in lieu thereof: "30".
11. That Section 9.06 Notices be amended by deleting Metro's and Contractor's contact information and inserting in lieu thereof:

Department: Metro Public Works
 Address: 750 S. 5th Street
 Nashville, TN 37206
 Attention: Director of Public Works

With a copy to:

Purchasing Agent
 Procurement Division
 Metropolitan Nashville Davidson County
 730 2nd Avenue South, Ste. 101
 Nashville, TN 37210

and

The Metropolitan Attorney Department of Law
 204 Metropolitan Courthouse
 Nashville, TN 37201

Notices to Contractor shall be mailed or hand delivered to:

Contractor: Republic Services, Inc.
 Address: 621 Hill Ave.,
 Nashville, TN 37210
 Attention: General Manager



With a copy to:

Contractor: Republic Services, Inc.
 Address: 18500 N. Allied Way
 Phoenix, AZ 85054
 Attention: General Counsel

12. That Schedule 3 to the Contract, Legal Holidays, be amended by removing it in its entirety.

13. That Schedule 10 to the Contract, Per Ton Charge, be amended by deleting the Service Charge for All Tons Delivered Chart and inserting in lieu thereof:

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component		Total Price/Ton
Year 1 – FY23	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 2 – FY24	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 3 – FY25	\$4.21	+	\$8.73	+	\$33.17	=	\$46.11
Year 4 – FY26	\$4.28	+	\$8.86	+	\$34.11	=	\$47.25
Year 5 – FY27	\$4.34	+	\$8.99	+	\$35.09	=	\$48.42

The per ton charge will be adjusted each Contract Year after the first Renewal Term with respect to all Contract waste starting with the first year after the first Renewal Term at a rate of 102.5%.

14. That Section 9.02 is amended by deleting it in its entirety and inserting in lieu thereof:

(a) Mutual Renewal Option. This Contract may be extended beyond the Initial Term for a maximum of two (2) five-year Renewal Terms, on the same terms and conditions as during the initial Term subject to the terms of this section 9.02.

(b) Notice of Exercise of Option to Renew. If Metro and Contractor determine to renew the Contract after the expiration of the Initial Term (or after the expiration of the first Renewal Term, as the case may be), at least twenty-four (24) months prior to the expiration of the term then in effect, Metro and Contractor shall each provide notice in writing to the other party.

(c) Election to Terminate Contract. If Metro and Contractor do not timely renew this Contract at least twenty-four (24) months prior to the expiration of the Initial Term or the Renewal Term, then this Contract shall terminate at the end of the then current Initial Term or Renewal Term.

15. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the Contract shall remain in full force and effect.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Metropolitan Attorney

Contract Number 14732Amendment Number #1**THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY****APPROVED AS TO PROJECT SCOPE:**Shanna Whitelaw

Dept. / Agency / Comm. Head or Board Chair.

SKW

Dept. Fin.

**APPROVED AS TO COMPLIANCE WITH
PROCUREMENT CODE:**Michelle R. Hernandez Lane

Purchasing Agent

JLR

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:Kevin Cumbotto

Director of Finance

TE

OMB

kh

BA

APPROVED AS TO FORM AND LEGALITY:Tara Ladd

Metropolitan Attorney

BC

Insurance

Metropolitan Mayor

COO

ATTESTED:Metropolitan ClerkDate**CONTRACTOR**Republic Services Inc.

Company Name

J Amick

Signature of Company's Contracting Officer

Jamey Amick

Officer's Name

AP

Officer's Title

Contract Amendment Signature Page



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 4

DATE (MM/DD/YYYY)
12/09/2020

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).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
E-MAIL ADDRESS: certificateteam@ccmsi.com		
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	
	INSURER B: Indemnity Insurance Company of NA	
	INSURER C: ACE Fire Underwriters	
	INSURER D: Illinois Union Insurance Company	
	INSURER E:	
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER: 1769714****REVISION NUMBER: 3**

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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G71450892	06/30/2020	06/30/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25305425	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67458424 AOS WLR C67458382 AZ/CA/MA/OR SCF C67458461 - WI WCU C67458503 - OH XS TNS C66948560 - TX NSXS	06/30/2020 06/30/2020 06/30/2020 06/30/2020	06/30/2021 06/30/2021 06/30/2021 06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 4503 - Named Insured Includes: BFI Waste Services, LLC - DbA: AAA Transfer Station

CERTIFICATE HOLDER

PURCHASING AGENT, METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY
METRO COURTHOUSE
730 2ND AVENUE SOUTH, STE 101
NASHVILLE, TN 37206
United States

CANCELLATION

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 REMARKS SCHEDULE

Page 2 of 4

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS**CERTIFICATE NUMBER: 1769714**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67458424 and stop gap coverage for OH is covered under policy no. WCU C67458503, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C66948560) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

With respect to general liability and automobile liability, additional insured includes Metropolitan Government of Nashville and Davidson County, if officials, officers, employees and volunteers, when required by written contract.

Re: Contract No. 14732

4

ADDITIONAL INSURED – DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Republic Services, Inc.			Endorsement Number 23
Policy Symbol ISA	Policy Number H25305425	Policy Period 06/30/2020 TO 06/30/2021	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
 2. Any of your "employees" or agents.
 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



Authorized Representative

1

POLICY NUMBER: HDO G71450892

Endorsement Number: 284

**COMMERCIAL GENERAL LIABILITY
CG 20 12 04 13****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: Any state, governmental agency or political subdivision that has issued a permit or authorization to you in connection with your operations.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

↑↑

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

June 27, 2019

Clara Vinson
BFI Waste Servs./Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Re: Revised Exhibit Pricing for Contract # 14732

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review and approved the request for escalation/de-escalation and hereby agrees to the \$38.78 per ton rate. This revised exhibit will go into effect 07/01/2019.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Nashville

Michelle A. Hernandez Lane

Purchasing Agent

Michelle A. Hernandez Lane

Printed Name

7/1/2019 | 11:42 PM CDT

Date Signed

Contractor:

BFI Waste Servs./Republic Services of

Clara Vinson

Contracting Authority

Clara Vinson

Printed Name

6/28/2019 | 7:17 AM CDT

Date Signed

7/1/05 → 6/30/2025

Year 1:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00

Years 2 – Balance of Long Term Service Period:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton		Adjustment Factor
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00	x	AF
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75	x	AF
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50	x	AF
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25	x	AF
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00	x	AF

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component		Adjustment Factor
Actual Tons delivered	\$30.00	x	AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge. Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).



June 1, 2019

Metropolitan Government of Nashville and Davidson County
Purchasing Department
Attn: Terri Troup
730 2nd Ave South, Ste. 101
Nashville, TN 37210

Re: Disposal Rate Increase

Dear Mrs. Terri Troup:

Please accept this letter as Republic Services notice of the annual price increase in accordance with the terms and conditions of the contract "Transfer Station Service Agreement" dated January 16th, 2002. As stated in Schedule 10, page 2, the per ton charge will be adjusted each Contract Year at a rate of 2.5%.

Effective July 1, 2019, the disposal rate per ton will increase from \$37.85 to \$38.78.

Please contact me at your earliest convenience with any questions or concerns at 615-648-8475.

Sincerely,

A handwritten signature in black ink, appearing to read "Clara Vinson", written over a horizontal line.

Clara Vinson
Controller, Republic Services of Nashville
750 E Jefferson Pike
Murfreesboro, TN 37130

Davis, Karen (Financing - Procurement)

From: Kumrow, Kristin (Public Works)
Sent: Monday, June 24, 2019 11:46 AM
To: Finance – Procurement Resource Group
Cc: Wahlstrom, Sharon (Public Works)
Subject: RE: Republic Services Annual disposal rate Increase.
Attachments: Metro Annual Price increase.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Karen

Good morning,

The rate increase of 2.5% is acceptable for Republic Services.

Regards,

Kristin C. Kumrow
Metro Nashville Public Works – Finance
615-862-8707

-----Original Message-----

From: Wahlstrom, Sharon (Public Works)
Sent: Friday, June 21, 2019 4:24 PM
To: Kumrow, Kristin (Public Works)
Subject: FW: Republic Services Annual disposal rate Increase.

~Sharon W.
Office 615-880-1681

Cell 615-922-8023

-----Original Message-----

From: Finance – Procurement Resource Group

Sent: Tuesday, June 18, 2019 6:48 AM

To: Wahlstrom, Sharon (Public Works)

Cc: Finance – Procurement Resource Group; 'Vinson, Clara'

Subject: RE: Republic Services Annual disposal rate Increase.

Sharon:

The Procurement Resource Group will wait to hear of your approval before taking any further action on this request.

Thanks

Terri R. Troup

Senior Procurement Officer

Department of Finance

Procurement Division

Metropolitan Nashville Davidson County

730 2nd Avenue South, Ste. 101

Nashville, TN 37210

615/862-6669

terri.troup@nashville.gov

Procurement Code, Regulations, and Additional Information

Certificate Of Completion

Envelope Id: E25ABEA8802E4512B6CB994361AC79E0

Status: Completed

Subject: Contract 14732 with Republic Services Letter of Acceptance for Escalation (Public Works)

Source Envelope:

Document Pages: 5

Signatures: 2

Envelope Originator:

Certificate Pages: 15

Initials: 1

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 & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

6/27/2019 9:17:00 AM

prg@nashville.gov

Signer Events

Signature

Timestamp

Terri Troup



Sent: 6/27/2019 9:21:10 AM

Terri.Troup@nashville.gov

Viewed: 6/27/2019 9:30:40 AM

Senior Procurement Officer

Signed: 6/27/2019 11:59:23 AM

Metropolitan Government of Nashville and Davidson

County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clara Vinson



Sent: 6/27/2019 11:59:24 AM

CVinson@republicservices.com

Viewed: 6/28/2019 7:16:47 AM

Security Level: Email, Account Authentication
(None)

Signed: 6/28/2019 7:17:23 AM

Signature Adoption: Pre-selected Style

Using IP Address: 12.247.47.22

Electronic Record and Signature Disclosure:

Accepted: 6/28/2019 7:16:47 AM

ID: da807e9b-bd1f-4803-9fef-8ac7ed533c3c

Michelle A. Hernandez Lane



Sent: 6/28/2019 7:17:25 AM

michelle.lane@nashville.gov

Viewed: 7/1/2019 11:41:37 PM

Chief Procurement Officer/Purchasing Agent

Signed: 7/1/2019 11:42:09 PM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.185

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
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/1/2019 11:42:10 PM Viewed: 7/2/2019 7:49:34 AM
Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/1/2019 11:42:11 PM
Kristin Kumrow Kristin.Kumrow@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 7/1/2019 11:42:12 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/1/2019 11:42:12 PM
Certified Delivered	Security Checked	7/1/2019 11:42:12 PM
Signing Complete	Security Checked	7/1/2019 11:42:12 PM
Completed	Security Checked	7/1/2019 11:42:12 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the “ESIGN Act”) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED “AS IS,” AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER’S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. **CONFIDENTIALITY** "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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TT

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

December 21, 2018

Clara Vinson
BFI Waste Servs./Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Re: Revised Line Item Pricing for Contract # 14732

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review and approved the request for escalation/de-escalation and hereby agrees to the \$37.85 per ton rate. This revised exhibit will go into effect 07/01/2018. No request for adjustments concerning the 2018-2019 rate can be made on any previously paid invoices.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

**The Metropolitan Government of Nashville
and Davidson County:**

Contractor:
BFI Waste Servs./Republic Services of Nashville

Michelle R. Hernandez Lane _____
Procurement Agent

Clara Vinson _____
Contracting Authority

12/27/2018 | 9:44 AM CST

Date Signed

12/24/2018 | 9:40 AM CST

Date Signed



July 26, 2018

Metropolitan Government of Nashville and Davidson County
Purchasing Department
Attn: Jeffrey Gossage
730 2nd Ave South
PO Box 196300
Nashville, TN 37219

Re: Disposal Rate Increase

Dear Mr. Gossage:

Please accept this letter as Republic Services notice of the annual price increase in accordance with the terms and conditions of the contract "Transfer Station Service Agreement" dated January 16th, 2002. As stated in Schedule 10, page 2, the per ton charge will be adjusted each Contract Year at a rate of 2.5%.

Effective July 1, 2018, the disposal rate per ton will increase from \$36.94 to \$37.85.

Please contact me at your earliest convenience with any questions or concerns at 615-782-5538.

Sincerely,

A handwritten signature in blue ink that reads "Clara Vinson".

Clara Vinson
Controller, Republic Services of Nashville
621 Hill Avenue
Nashville, TN 37210

Davis, Karen (Financing - Procurement)

From: Troup, Terri (Finance - Procurement)
Sent: Tuesday, November 27, 2018 7:58 AM
To: Finance – Procurement Resource Group
Subject: FW: Escalation Request For Contract 14732
Attachments: document07-26-2018-223832.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Karen

Please process this letter of acceptance as soon as possible. There is not an exhibit pricing so this once will be a little different.

From: Wahlstrom, Sharon (Public Works)
Sent: Monday, November 26, 2018 4:30 PM
To: Troup, Terri (Finance - Procurement)
Subject: FW: Escalation Request For Contract 14732

~Sharon W.
615-880-1681

From: Vinson, Clara [<mailto:CVinson@republicservices.com>]
Sent: Thursday, July 26, 2018 5:44 PM
To: Wahlstrom, Sharon (Public Works)
Cc: Troup, Terri (Finance - Procurement); Sakmar, John; Felton, Jessica
Subject: RE: Escalation Request For Contract 14732

Thank you Sharon, I have attached a revised notice showing the rate of \$37.85 effective 7/1/18.

Clara E Vinson
Controller
BU236 Nashville TN

621 Hill Avenue
Nashville, TN 37210
e cvinson@republicservices.com
o 615-782-5538 c 864-230-0906

w www.RepublicServices.com



We'll handle it from here.™

From: Wahlstrom, Sharon (Public Works) [<mailto:Sharon.Wahlstrom@nashville.gov>]
Sent: Thursday, July 26, 2018 11:11 AM
To: Vinson, Clara
Cc: Troup, Terri (Finance - Procurement)
Subject: RE: Escalation Request For Contract 14732

Note that (Sharon.Wahlstrom@nashville.gov) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

I have attached documentation from 2016 where your predecessor had asked the same question. After reviewing the documentation, please let us know if you have any further questions.

Thanks.

~Sharon W.
615-880-1681

From: Vinson, Clara [<mailto:CVinson@republicservices.com>]
Sent: Tuesday, July 24, 2018 10:21 AM
To: Troup, Terri (Finance - Procurement)
Cc: Wahlstrom, Sharon (Public Works)
Subject: RE: Escalation Request For Contract 14732

Terri,

Can you send me documentation that specifies the .50 per ton State Inspection Fee that is being excluded from the Price Increase calculation. Per contract #14732, I do not see any exclusions of the Price Increase percentage (see below) increase of 2.5%.

The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the \$6.00 per ton disposal charge currently imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro.

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component		Adjustment Factor
Actual Tons delivered	\$30.00	x	AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge
Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).

Clara E Vinson
Controller
BU236 Nashville TN

621 Hill Avenue
Nashville, TN 37210
e cvinson@republicservices.com
o 615-782-5538 c 864-230-0906

w www.RepublicServices.com

-----Original Message-----

From: Troup, Terri (Finance - Procurement) [<mailto:Terri.Troup@nashville.gov>]

Sent: Monday, July 16, 2018 12:06 PM

To: Vinson, Clara
Cc: Wahlstrom, Sharon (Public Works)
Subject: Escalation Request For Contract 14732

Note that (terri.troup@nashville.gov) is an external email. Forward unfamiliar emails to infosec.phishing@republicservices.com

The attached requests was received by Procurement and has been reviewed by Public Works. There is a \$0.01 discrepancy in the amount shown in the letter and the amount calculated by Public Works (shown in the attached spreadsheet). I am requesting the letter be revised to reflect the rate of \$37.85.

Thanks

Terri R. Troup
Senior Procurement Officer
Department of Finance
Procurement Division
Metropolitan Nashville Davidson County
730 2nd Avenue South, Ste. 101
Nashville, TN 37210
615/862-6669
terri.troup@nashville.gov

Procurement Code, Regulations, and Additional Information

Certificate Of Completion

Envelope Id: E11C32B710FE45C693EEEF9D2B3529D4

Status: Completed

Subject: Contract 14732 Letter of Acceptance for Escalation/De-Escalation Requests

Source Envelope:

Document Pages: 6

Signatures: 2

Envelope Originator:

Certificate Pages: 15

Initials: 1

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 & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

12/21/2018 1:21:04 PM

prg@nashville.gov

Signer Events

Signature

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Terri Troup



Sent: 12/21/2018 1:24:24 PM

Terri.Troup@nashville.gov

Resent: 12/21/2018 1:24:31 PM

Senior Procurement Officer

Viewed: 12/21/2018 2:03:41 PM

Metropolitan Government of Nashville and Davidson

Signed: 12/21/2018 2:03:49 PM

County

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.190

Electronic Record and Signature Disclosure:

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Clara Vinson



Sent: 12/21/2018 2:03:50 PM

CVinson@republicservices.com

Viewed: 12/24/2018 9:39:41 AM

Security Level: Email, Account Authentication
(None)

Signed: 12/24/2018 9:40:03 AM

Signature Adoption: Pre-selected Style

Using IP Address: 173.10.211.109

Electronic Record and Signature Disclosure:

Accepted: 12/24/2018 9:39:41 AM

ID: 45e23298-ed8b-4566-a1ea-d489d7020af8

Michelle A. Hernandez Lane



Sent: 12/24/2018 9:40:05 AM

michelle.lane@nashville.gov

Viewed: 12/27/2018 9:41:48 AM

Chief Procurement Officer/Purchasing Agent

Signed: 12/27/2018 9:44:29 AM

Metro

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

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Intermediary Delivery Events

Status

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Certified Delivery Events

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Carbon Copy Events	Status	Timestamp
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/27/2018 9:44:30 AM Viewed: 12/27/2018 10:47:43 AM
Sharon Wahlstrom Sharon.Wahlstrom@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/27/2018 9:44:31 AM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/27/2018 9:44:31 AM
Certified Delivered	Security Checked	12/27/2018 9:44:31 AM
Signing Complete	Security Checked	12/27/2018 9:44:31 AM
Completed	Security Checked	12/27/2018 9:44:31 AM

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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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the “ESIGN Act”) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

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irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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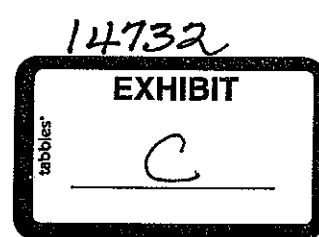
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EXECUTION COPY

CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION
OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND
DISPOSAL SERVICES FOR SOLID WASTE

BY AND BETWEEN

THE METROPOLITAN GOVERNMENT OF NASHVILLE
AND DAVIDSON COUNTY

AND

BFI WASTE SERVICES, LLC
AS CONTRACTOR

January 16, 2002
Dated as of ~~November 20, 2001~~

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**CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION
OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND
DISPOSAL SERVICES FOR SOLID WASTE**

This **CONTRACT TO PROVIDE TRANSFER STATION FACILITIES, OPERATION OF THE TRANSFER STATION, WASTE TRANSPORTATION SERVICES, AND DISPOSAL SERVICES FOR SOLID WASTE** (the "Contract") is entered as of the 20th day of November, 2001, by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**, a political subdivision of the State of Tennessee ("Metro"), and **BFI WASTE SERVICES, LLC** (the "Contractor"), a limited liability company duly organized under the laws of the State of Delaware and duly authorized to do business in the State of Tennessee.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, on June 28, 1962, the voters of Nashville and Davidson County approved the charter of Metropolitan Government, and 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; and

WHEREAS, on November 17, 1992, Metro passed Resolution No. R92-474, creating a Municipal Solid Waste Planning Region for Davidson County (the "County"); and

WHEREAS, Metro and the satellite cities within the County have formed a one-county region to develop a solid waste management plan; and

WHEREAS, in furtherance of such requirements Metro Solid Waste Region Board approved on November 3, 1994 the Solid Waste Management Plan, which provides for, among other things, the development and implementation of a comprehensive solid waste system relating to the collection and disposal of solid waste; and

WHEREAS, in accordance with the provisions of a Solid Waste Management Plan Amendment, Metro revised its disposal strategy as to municipal solid waste and the Nashville Thermal Resource Recovery Facility ("Thermal Facility"); and

WHEREAS, this new strategy, which involved the closing of Thermal Facility, is based upon voluntary use of a transfer station by Metro haulers and Municipalities and certain other commercial haulers for the disposal of municipal solid waste for an interim service period of a minimum of 19 months and a long term service period for a twenty (20) year period, not including any renewal periods; and

WHEREAS, Metro authorized and prepared non-discriminatory specifications to procure services for the transfer and disposal of such solid waste; and

WHEREAS, on August 9, 2001, Metro issued a request for proposals for purchasing service for the interim and long term transfer, transportation and disposal of solid waste (the "RFP"); and

WHEREAS, Metro desires to ensure the provision of services in a reliable, cost-effective and environmentally sound manner; and

WHEREAS, Metro, after reviewing and evaluating proposals submitted in response to the RFP in accordance with the evaluation criteria set forth therein, determined that the Contractor submitted the most advantageous proposal for Metro for the provision of the services included in this Contract; and

WHEREAS, in order to effectuate the above-described goals, Metro and the Contractor desire to enter into this Contract; and

WHEREAS, Metro and the Contractor have duly authorized their respective officials and officers to enter into and execute this Contract;

NOW THEREFORE, in consideration of the premises and the mutual covenants and contracts hereinafter contained and of the undertakings of each party to the other, the parties hereto, intending to be legally bound hereby, mutually covenant, promise and agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.01. Certain Definitions. Capitalized words that are used herein as defined terms shall, unless the context clearly requires otherwise, have the meanings ascribed to such words below.

"Acceptable Waste" means Solid Waste other than Unacceptable Waste.

"Act" means the Municipal and County Utilities Authorities Law, constituting Chapter 2 of the State of Tennessee and the acts amendatory thereof and supplemental thereto.

"Alternate Disposal Site" means, as of any date, a facility other than the Disposal Site, located outside Davidson County, designated by the Contractor as the Disposal Site under this Contract.

"Alternate Transfer Facility" means, as of any date, a transfer station located within a reasonable proximity of the Facility (not to exceed 10 road miles from the Facility) and which is designated from time to time for the provision of services, and which Alternate Transfer Facility has received all regulatory permits, licenses, and approvals and is permitted to operate under all applicable federal, state, and local laws.

"Annual Settlement Statement" shall have the meaning set forth in Section 4.02 of this Contract.

"Applicable Laws" means any Permits, issued for or with respect to the Facility (or any component thereof) and/or issued for or with respect to the performance by a party of its obligations hereunder, and any statute, law, constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, directive, interpretation, standard or similarly binding authority, which in any case, shall be enacted, adopted, promulgated, issued or enforced by a governmental body, regulatory agency and/or court of competent jurisdiction that relates to or affects Metro, the Contractor and/or the Facility or the Disposal Site (or any portion thereof), or the performance by a party of its obligations hereunder, including, without limitation, the Plan.

"Billing Period" shall be a calendar month or portion thereof, if applicable.

"Bulky Waste" means large items of Solid Waste from residents of the County such as White Goods, furniture, trees, branches, stumps, other similar bulky materials which are 50 pounds or greater per ton, and other Solid Waste not fitting in the containers; provided that Bulky Waste shall not include any Solid Waste that because of its size or weight cannot be processed by normal methods.

"Bypassed Waste" means any Contract Waste that is rejected by the Contractor at the Facility if such rejection is not permitted by this Contract.

"Category" means, with respect to Acceptable Waste, those types of waste that have the same per Ton service charge under this Contract.

"Change in Law" means any of the following acts, events or circumstances to the extent that compliance therewith materially increases the cost of performing or materially increases the scope of a party's performance at the Facility:

(a) the adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any Applicable Law on or after the Contract Date, unless such Applicable Law was on or prior to the Contract Date duly adopted, promulgated, issued or otherwise officially modified or changed in interpretation, in each case in final form, to become effective without any further action by any federal or state governmental agency;

(b) the order or judgment of any federal or state governmental agency issued on or after the Contract Date (unless such order or judgment is issued to enforce compliance with Applicable Law which was effective as of the Contract Date) to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the Contractor or of Metro, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence; or

It is specifically understood, however, that none of the following shall constitute a "Change in Law":

(a) the failure of the appropriate federal or state governmental agency to approve the Contractor's permit applications or modifications thereto;

(b) a change in the nature or severity of the actions typically taken by federal or state governmental agency to enforce compliance with Applicable Law which was effective as of the Contract Date;

(c) all matters relating to obtaining and maintaining approvals of any federal or state governmental agency of the design, construction and operation of the Facility, including any delay, non-issuance or imposition of terms and conditions upon the issuance or renewal of approvals of any federal or state governmental agency necessary in connection therewith;

(d) an increase in fees or surcharges, payable by the Contractor, the Contractor's employees, agents, assigns, or subcontractors to a Municipality resulting from a negotiated agreement between the Contractor, the Contractor's employees, agents, assigns, subcontractors or the Guarantor and the Municipality; and

(e) any event that affects generally applicable working conditions or standards that is not specific to the solid waste industry or to the Facility, or that does not require a Facility modification.

"Class I Disposal Facility" means a sanitary landfill which serves a municipal, institutional, and/or rural population and may be used for disposal of domestic, commercial, institutional, municipal, bulky, landscaping/land clearing, industrial, construction/demolition, farm, tires, and dead animal wastes and certain approved special wastes.

"Collector" means a Person engaged in the business of collecting Solid Waste for the purpose of delivery to an Intermediate Disposal Point or Final Disposal Point.

"Commencement Date" means the date that is 30 days following delivery of notice from Metro to the Contractor to commence services under this Contract.

"Commercial Operation Date" means the date the Facility Expansion is substantially completed and ready for commercial operation and has received all Government Approvals required for full scale operations of the Facility Expansion.

"Construction and Demolition Waste" or "C&D" means wastes, other than special wastes, resulting from construction, remodeling, repair and demolition of structures and from road building. Such wastes include but are not limited to bricks, concrete and other masonry materials, soil, rock and lumber, road spoils, rebar, and paving material.

"Construction Commencement Date" means the date on which construction of Facility Expansion commences.

"Contract" means this "Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste", dated as of November 20, 2001, between Metro and the Contractor.

"Contract Date" means the date of execution and delivery of this Contract by Metro.

"Contract Waste" means (i) Acceptable Waste collected by or on behalf of Metro, (ii) Acceptable Waste collected by or on behalf of any other Municipality located in the County that has entered into a contract with Metro permitting and requiring such waste to be delivered to the Facility, and (iii) Acceptable Waste collected by or on behalf of any other Collector that has entered into a contract with Metro permitting such waste to be delivered to the Facility, provided, however, with respect to clause (iii) only, Acceptable Waste generated in the County shall be Contract Waste. Contract Waste shall not include any recycled portion of Acceptable Waste.

"Contract Year" means a twelve-month period commencing on July 1 and ending on June 30.

"Contractor" means BFI Waste Services, LLC, and its successors and assigns.

"Contractor Fault" means any breach, failure, non-performance or non-compliance by the Contractor with the terms and conditions of this Contract or the terms of any Permits applicable to the Facility, or any negligent or willful act or omission of any officer, agent, employee, contractor, subcontractor of any tier or independent consultant or contractor of the Contractor which prevents or delays the Contractor from performing its obligations under the terms of this Contract or which increases the cost of such performance or limits or impairs the ability of Metro to receive the benefits of its rights under this Contract.

"County" means the County of Davidson, Tennessee, and its successors and assigns.

"Day" means a 24-hour period of time, beginning at 12:01 a.m. in the Eastern Time zone in the United States and coinciding with the calendar day, whether or not a Saturday, Sunday or Legal Holiday.

"Disposal" means the delivery of Solid Waste to a Final Disposal Point.

"Disposal Services" means the services required to be performed by the Contractor pursuant to this Contract in connection with the final disposal of the Contract Waste handled at the Facility.

"Disposal Site" means a Class I Disposal Facility that will be utilized by the Contractor as the Final Disposal Point for Acceptable Waste or such other disposal site that is acceptable to Metro.

"EPA" or "USEPA" means the United States Environmental Protection Agency, or any successor thereof, including any agency or department to which the powers of the United States Environmental Protection Agency shall be transferred.

"Event of Default" means the non-performance of the Contractor under the terms of this Contract.

"Facility" means the transfer station more fully described in Schedule 1 of this Contract and includes the Facility Site and the Facility Expansion.

"Facility Expansion" means the improvements to the Facility to be used during the Long Term Service Period, as is described in Schedule 1-A.

"Facility Site" means the real property upon which the transfer station described in Schedule 1 has been constructed and on which the Facility Expansion will be constructed, as more particularly described in Schedule 1 of this Contract.

"Final Disposal Point" means a location outside Davidson County to which Solid Waste is delivered which is intended to be the final, permanent point of disposition, including but not limited to, a landfill.

"General Manager" has the meaning set forth in Section 2.01(h).

"Government Approvals" means all licenses, permits and approvals required from any Governmental Body for the performance of the Contractor's obligations under this Contract.

"Governmental Body" means, as appropriate, any one or several of any court of competent jurisdiction, the United States of America, the State of Tennessee and/or any state in which the Facility or the Disposal Site are located or which validly exerts appropriate jurisdiction over the Contractor or its activities relating to the Facility or the Disposal Site; or any agency, authority, regulatory body or subdivision of any of the above as may have jurisdiction over or power and authority to regulate Metro, the Contractor, and/or the transfer, transportation, and disposal of Solid Waste.

"Guaranteed Capacity" means (i) during the Interim Service Period but before Metro has exercised its right under Section 2.02(e)(ii), a minimum of 650 Tons per day and 169,000 Tons per year of Contract Waste, and (ii) during the Interim Service Period but after Metro has exercised its right under Section 2.02(e)(ii), a minimum of 1,100 Tons per day and 250,000 Tons per year of Contract Waste, and (iii) during the Long Term Service Period, a minimum of 1,100 Tons per day and 250,000 Tons per year of Contract Waste.

"Guaranteed Hauler Capacity" means (i) during the Interim Service Period but before Metro has exercised its right under Section 2.02(e)(ii), a minimum of 15 waste delivery vehicles per hour and 70 waste delivery vehicles per day during the Receiving Time, (ii) during the Interim Service Period but after Metro has exercised its right under Section 2.02(e)(ii), a minimum of 20 waste delivery vehicles per hour and 150 waste delivery vehicles per day during the Receiving Time, and (iii) during the Long Term Service Period, a minimum of 20 waste delivery vehicles per hour and 150 waste delivery vehicles per day during the Receiving Time .

"Guarantor" means Allied Waste Industries, Inc.

"Guaranty" means the Guaranty Agreement, dated as of November 20, 2001, from the Guarantor to Metro.

"Hazardous Waste" means a hazardous waste as defined in Rule 1200-1-11-02(1)(c) of the Rules and Regulations of the State of Tennessee.

"Homeowner Drop Off and Recycling Center" means the recycling/convenience center to be located at a designated area on the Facility Site away from the weighing facilities and tipping floor for the purpose of allowing residents of the County to deliver

residential waste to the Facility, including residential Bulky Waste, items and Recyclable Materials.

"Interim Service Period" means the day starting on the Commencement Date and ending on the later of the date that is (i) 19 complete months following the Commencement Date, or (ii) the Commercial Operation Date.

"Intermediate Disposal Point" means a location to which Solid Waste is delivered which is intended to be non-permanent, including but not limited to, a transfer station, processing or recycling center, incinerator, or any other facility.

"Initial Operating Term" means (i) the Interim Service Period and (ii) the twenty (20) year period following commencement of the Long Term Service Period.

"Legal Holidays" means those legal holidays which are set forth on Schedule 3 of this Contract, as the same may be amended or supplemented from time to time.

"Letter of Credit" has the meaning specified in Section 5.03.

"License" means permission granted by Metro for the collection, hauling, or removal of Solid Waste; or for ownership or operation of any solid waste Disposal Site.

"Licensed Collector" means a solid waste collector receiving a License under the regulations of the Department of Public Works pursuant to Metro ordinances.

"Licensee" means any Person holding a License.

"Long Term Service Period" means the period of service commencing on the day following the end of the Interim Service Period and ending on the expiration of the Term of this Contract, including any renewals.

"Material Decline in Guarantor's Credit Standing" has the meaning set forth in Section 5.01(b).

"Metro" means The Metropolitan Government of Nashville and Davidson County, and its successors and assigns.

"Metro Contract Waste" means Contract Waste described in clause (i) of the definition of Contract Waste.

"Metro Designated Facility" has the meaning set forth in Section 6.01(b).

"Metro Fault" means any breach, failure, non-performance or non-compliance by Metro with the terms and conditions of this Contract or the terms of Permits, licenses or approvals applicable to Metro.

"Monthly Service Fee" means, with respect to any month, the Service Fee payable during such month.

"Multi-Year Contract" means any contract with a term of two years or more.

"Municipal Contract Waste" means Metro Contract Waste and Contract Waste described in clause (ii) of the definition of Contract Waste.

"Municipal Solid Waste" or "MSW" means any garbage, refuse, industrial lunchroom or office waste, household waste, Yard Waste, street sweepings, park and roadside litter, and any other material resulting from the operation of residential, municipal, commercial, or institutional establishments and from community activities which are required to be disposed of in a Class I landfill, as defined in regulations adopted pursuant to Tennessee Code Annotated, Title 68, Chapter 211; provided, however, that "Municipal Solid Waste" does not include the following: (A) radioactive waste; (B) hazardous waste as defined in Tennessee Code Annotated, Section 68-212-104; (C) infectious waste; (D) materials that are being transported to a facility for reprocessing or reuse but provided, further, that reprocessing or reuse does not include incineration or placement in a landfill; and (E) industrial waste which may include office, domestic, or cafeteria waste, managed in a privately owned solid waste disposal system or resource recovery facility.

"Municipality" means any federal, state, or local governmental unit, any public benefit corporation, or any agency or instrumentality of any one of the foregoing.

"Non-Metro Contract Waste" means Contract Waste described in clause (iii) of the definition of Contract Waste.

"Overdue Rate" means the lesser of (a) the maximum rate of interest permitted by Applicable Laws, or (b) 1% over the prime rate of interest published in *The Wall Street Journal*, or such other daily financial publication as shall be mutually agreeable to the parties if *The Wall Street Journal* ceases to be published or ceases to publish such information.

"Permits" means the applicable approvals, permits, authorizations, certifications, and licenses issued by federal, State or local governmental authorities required by the Contractor for the operation and maintenance of the Facility and the Disposal Site.

"Person" means any and all persons, natural or artificial, including any individual, firm or association, business trust, partnership, corporation, joint venture, or limited liability company, municipality, and public, municipal, nonprofit or private corporation organized or existing under the laws of this State or any state, and any governmental agency or county of this State and any department, agency or instrumentality of any of the foregoing.

"Plan" or "Solid Waste Management Plan" means the Solid Waste Management Plan approved November 3, 1994 by the Metro Solid Waste Region Board pursuant to the provisions of the Solid Waste Act, relating to the collection and disposal of Solid Waste generated within the geographic boundaries of the County, as the same has been

previously amended and supplemented and as may be further amended and/or supplemented from time to time.

"Rating Services" means Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., or any of their respective successors and assigns and, if either or both such corporations shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Rating Service" shall be deemed to refer to any other nationally recognized securities rating agency selected by the Guarantor. Unless specifically noted otherwise, whenever the Rating Services are referred to in this Contract, such reference shall mean both Rating Services unless the Guarantor has elected to be rated by only one such Rating Service

"Receiving Time" means 5:00 a.m. to 5:00 p.m., Monday through Saturday of each week, excluding Legal Holidays, or such other times as Metro and the Contractor may mutually agree.

"Recyclable Materials" means those materials which would otherwise become Solid Waste and which may be collected, separated or processed and returned to the economic mainstream in the form of raw materials or products pursuant to the Solid Waste Management Plan.

"Renewal Term" has the meaning set forth in Section 9.02.

"Rubbish" means and includes all non-putrescible Solid Waste consisting of both combustible and noncombustible waste, such as paper, cardboard, glass, crockery, excelsior and similar materials. It does not include Bulky Waste.

"Rules and Regulations" means the Contractor's rules and requirements with respect to the operation of the Facility as set forth in Schedule 4.

"Schedule" means any exhibit, attachment, form, schedule or annex, which is attached to, incorporated in, or made a part of this Contract.

"Service Charges" means the fees payable for or with respect to the provision of Services, as set forth in Section 4.01 hereof.

"Service Fee" means, with respect to any period of time, the Service Charge times the number of tons delivered in such period, less any applicable credits in such period.

"Solid Waste" means all municipal, commercial or industrial solid waste, garbage, refuse, and other such similar and related materials, including without limitation Municipal Solid Waste, Bulky Waste, Rubbish, C&D, White Goods, Wood Waste, Yard Waste and recyclable materials when they become discarded, except those excluded by the Tennessee Department of Public Health, but does not include Recyclable Materials or materials being transported to a facility for reprocessing or reuse.

"Solid Waste Act" means The Solid Waste Management Act of 1991, Tennessee Code Annotated, Section 68-211-801, of the State of Tennessee and the acts amendatory thereof and supplemental thereto.

"State" means the State of Tennessee.

"Term" means the Initial Operating Term and any Renewal Term.

"Thermal Facility" means the Nashville Thermal Resource Recovery Facility.

"Ton" means a short ton of 2000 pounds.

"Transfer Time" means the times of the Day that Acceptable Waste may be loaded at the Facility into the transfer vehicles for hauling to the Disposal Site, as designated in the Contract and as the same may be amended from time to time, but in no event at times that do not include the hours set forth in the Facility Permits, licenses and approvals as of the Contract Date. Such time may be different from the Receiving Time.

"Unacceptable Waste" means any Solid Waste that is (i) Hazardous Waste, (ii) Medical Waste, and (iii) excluded from the definition of Municipal Solid Waste by clauses (A), (B), or (C), other solid waste whose transfer or disposal is prohibited by Applicable Law, and other solid waste which requires special handling or treatment prior to transfer or disposal including, but not limited to, liquid waste, asbestos, fuel tanks, contaminated soils and tires.

"Uncontrollable Circumstance" means any act, event or condition occurring on or after the Contract Date that has had, or may reasonably be expected to have, a material and adverse effect (for this purpose, any act, event or condition or the costs of which are the result of the willful or negligent action or inaction of a party shall not be deemed to have a material and adverse effect) on a right or an obligation of either or both of Metro or the Contractor under this Contract if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Contract. Uncontrollable Circumstances shall include, but not be limited to, the following:

(a) an act of God, landslide, lightning, earthquake, fire, explosion, flood, nuclear radiation, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the Facility;

(b) the suspension, termination, interruption, denial or failure of renewal or continuation of any permit, license, consent, authorization, or approval required for the provision of services to be provided under this Contract; provided however, that such event shall not be the result of the willful or negligent action or inaction of the party relying thereon;

(c) the loss of or inability to obtain any utility services, including water, sewerage, fuel oil, gasoline and electric power other than that generated by the Facility, necessary for operation of the Facility if such loss or inability is not the result of the willful or negligent action or inaction of the Contractor; and

(d) a public or private labor dispute relating to the collection, transportation or disposal of Solid Waste which involves persons other than those working for (or on behalf of) the Contractor or any affiliate or subcontractor hired by the Contractor.

Uncontrollable Circumstance shall not include failure to perform by any subcontractor or supplier of the Contractor unless such failure is also due to an Uncontrollable Circumstance affecting the non-performing subcontractor or supplier.

The occurrence of an Uncontrollable Circumstance shall only suspend the obligations of the parties hereto to perform their respective obligations hereunder to the extent that such performance is impaired or prevented as a direct result of such occurrence.

"White Goods" means residential appliances, including but not limited to, water heaters, washers, water tanks, dryers, stoves and refrigerators, provided that freon and other refrigerants shall be removed prior to delivery to the Facility.

"Wood Waste" means and includes chipper residue and segregated wood waste.

"Wrongfully Rejected Waste" has the meaning specified in Section 2.03(e).

"Yard Waste" means and includes leaves, limbs, brush, grass clippings and other matter normally considered as waste or byproducts of yard, lawn or horticultural maintenance activities. (Ord. 93-821 § 2, 1993; Ord. 91-1604 § 1, 1991; prior code § 36-2-7).

Section 1.02. Terms Generally.

Whenever the context may require, any pronoun which is used in this Contract shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Contract shall be deemed to be followed by the phrase "without limitation". The words "agree", "Contracts", "approval" and "consent" which are used in this Contract shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed" except as may otherwise be specified.

Section 1.03. Permitting Period.

Commencing on the Contract Date, the Contractor shall use all reasonable efforts to and be solely responsible for applying for and obtaining all Permits and any other Government Approvals necessary to commence and complete construction of the Facility

Expansion. The Contractor shall have sole responsibility for and shall diligently pursue (i) preparation of applications required for Government Approvals, (ii) providing all information requested by Government Bodies responsible for issuing Government Approvals, (iii) complying with all environmental reviews, public hearings and all Applicable Law required as a condition of required Government Approvals, and (iv) performing such other acts as are reasonable or necessary to obtain Government Approvals and achieve the Construction Commencement Date.

ARTICLE II

CONTRACTOR'S OBLIGATIONS

Section 2.01. Operation and Maintenance of Facility; Disposal Site.

(a) Facility Control. At all times during the Term, the Contractor shall own or otherwise have control of the Facility. The Facility shall at all times during the Term be properly zoned and permitted to permit the Facility to be used for the purposes contemplated by this Contract and be in compliance with all Applicable Laws and Government Approvals.

(b) Facility Generally. The Facility shall at all times be in compliance with all Applicable Laws and Government Approvals and shall include fencing, signs, security, fire protection and similar safety measures. The Facility (and, when constructed, the Facility Expansion) shall be capable of accepting at least the Guaranteed Capacity of Contract Waste. The Contractor shall bear all costs of engineering, consulting, permitting, utilities, interconnections, materials, labor, damages, fines and penalties associated with the Facility and the related equipment.

(c) Design, Permitting, Financing, Acquisition and Construction of Facility. The Contractor shall have sole responsibility for the design, permitting, financing, acquisition and construction of the Facility and the Facility Expansion. The Facility Expansion shall be designed and constructed in accordance with the Facility Expansion plans set forth in Schedule 1-A, and shall be capable of accepting at least the Guaranteed Capacity of Contract Waste. The Facility (and, when constructed, the Facility Expansion) shall be designed and constructed in accordance with all Applicable Laws and Government Approvals, and shall include fencing, signs, security, fire protection and similar safety measures. Metro shall have the right to review and approve any material alterations, changes or modifications to the Facility Expansion plans set forth in Schedule 1-A, and provide comments to the Contractor. Any such approval or comments shall be made within 14 Days of Metro's receipt of the design plans for any such material alteration, change or modification. A material alteration, change or modification shall include, but not be limited to, reducing two separate queues to one and eliminating the scale or tipping floor dedicated to the receipt of Contract Waste. The Contractor shall bear all costs of design, permitting, financing acquisition, and construction of the Facility and the Facility Expansion and the related equipment, including costs of design, engineering, consulting, permitting, utilities, interconnections, materials, labor, damages, fines and penalties.

(d) Construction of the Facility Expansion. The Contractor shall provide Metro with the detailed plans and specifications for the Facility Expansion no later than 60 Days following the Contract Date. If Metro exercises its right under Section 2.02(e)(ii), the Contractor shall within 14 Days following the delivery of notice to the Contractor pursuant to such Section 2.02(e)(ii) deliver to Metro a copy of the executed construction contract and construction schedule for the Facility Expansion, unless the

construction schedule provides for a Commercial Operation Date that is greater than 6 months following the Construction Commencement Date. In such event, the Contractor shall provide Metro with the proposed construction schedule within such 14 Day period, and Metro shall have the right to review and approve such proposed construction schedule, which approval shall not be unreasonably withheld. The construction schedule shall, at a minimum, specify the Construction Commencement Date and the Commercial Operation Date, provided that the Commercial Operation Date shall not be a date which is later than 19 months following the Commencement Date. The Contractor shall promptly notify Metro of any changes in the construction schedule for the Facility Expansion. The Contractor shall notify Metro of the expected Commercial Operation Date not less than 30 Days prior to such Commercial Operation Date.

(e) Facility Costs. The Contractor shall acquire at its own cost and expense all machinery, equipment, rolling stock, furniture, electronic equipment, computers, software, databases and other equipment necessary or appropriate for performing the services under this Contract.

(f) Installation of Weighing Facilities. The Contractor shall acquire, install and maintain at its sole cost and expense weighing facilities with sufficient redundancy to ensure continuous availability during the Term. Weighing facilities shall be in accordance with the specifications set forth in Schedule 5 and shall be designed to accommodate comfortably two persons including one Metro employee or representative. At any point during the Term, Metro shall have the option to require the Contractor to construct or install at Metro's sole cost and expense (including the purchase of all necessary equipment), which costs and expenses shall be subject to substantiation, and specifications (i) an additional weighing facility on the Facility Site, provided that such additional site does not unreasonably interfere with the efficient operation of the Facility, or (ii) implement a bar code or similar identification system for the exclusive use of haulers delivering Contract Waste hereunder.

(g) Operation of Facility. The Contractor shall operate and maintain the Facility (i) in a safe and sound manner, (ii) in a manner that permits weighing and delivery of Contract Waste at all times during the Receiving Time, (iii) in a manner that will permit weighing, delivery and exiting of vehicles delivering Contract Waste in not more than 30 minutes, (iv) in a manner that permits identification and rejection of waste that is not Acceptable Waste, and (v) as otherwise required by Applicable Law and Government Approvals. The Contractor shall be responsible for maintaining and renewing all Permits and other Government Approvals required for operation of the Facility in effect at all times and operating the Facility in accordance with Applicable Law and Government Approvals.

(h) Contractor's General Manager. The Contractor shall appoint a full-time manager of the Facility (the "General Manager") who is responsible for managing the day to day operation of the Facility. The Contractor acknowledges that the performance of the individual serving from time to time as the General Manager will have a material bearing on the quality of service provided hereunder, and that effective cooperation

between Metro and the Contractor will be essential to effectuating the intent and purposes of this Contract. Accordingly, in the event that the General Manager provides notice of termination or is terminated by the Contractor, the Contractor shall promptly provide Metro notice of such event and shall further notify Metro of the Contractor's intended replacement for the General Manager position. The Contractor shall: (1) provide Metro with a comprehensive resume of the candidate's experience, skills and approach to management and customer relations; and (2) afford Metro an opportunity to interview the candidate with respect to such matters within five (5) Days after provision of the resume. Metro shall have the right within three (3) Days after the interview to disapprove of the permanent placement of the conditional General Manager at the Facility, which right shall not be exercised unreasonably. Metro and the Contractor's District Manager shall periodically meet, upon request of either party, to review the performance of the General Manager and shall give consideration to any issues raised by Metro in conducting such performance reviews, including any determination of Metro that an unworkable relationship has developed between the General Manager and Metro.

(i) Weighing and Identification of Vehicles. Vehicles delivering Contract Waste shall be identified in a manner to be mutually agreed to by Metro and the Contractor. The Contractor shall weigh each vehicle delivering Contract Waste to the Facility and each transfer trailer or other similar vehicles removing Contract Waste from the Facility and maintain records of the vehicle identifications and weights of Contract Waste delivered to and removed from the Facility and maintain records of the vehicle identification and weights of Acceptable Waste removed from the Facility. Vehicles not complying with the Contractor's Rules and Regulations may be turned away. The Contractor shall weigh each vehicle delivering and removing Contract Waste from the Facility while empty and maintain a record of the tare weight of each such vehicle.

(j) Queues at Facility. Commencing on the date the Facility Expansion is available for service, the Contractor will establish two separate queues at the Facility, one for Contract Waste and one for all other waste. Contract Waste shall be delivered to, and have first priority of delivery at, the Facility Expansion, except during any period when the Facility Expansion is not available for service.

(k) Transportation of Waste From Facility to Disposal Site. The Contractor shall maintain at all times during the Term facilities (which may include packer trucks, transfer trailers, rail cars, or contractual arrangements for any of the foregoing) and transportation arrangements reasonable and sufficient to transfer Contract Waste delivered to the Facility to the Disposal Site.

(l) Maintenance of Disposal Site. The Contractor shall maintain at all times during the Term, whether by direct or indirect ownership or through contractual arrangements reasonably acceptable to Metro, licensed and permitted facilities constituting the Disposal Site. The Contractor shall be responsible for ensuring that the owner or operator of the Disposal Site maintains and renews all licenses and Permits and other Government Approvals required for operation of the Disposal Site in effect at all times and operating the Disposal Site in accordance with Applicable Law.

(m) Homeowner Drop Off and Recycling Center. The Contractor shall make available during the Term an area on the Facility Site for a Homeowner Drop Off and Recycling Center, which shall be open for operation Mondays through Saturdays from 7:30 a.m. to 5:00 p.m. and Sundays from Noon to 4:00 p.m., excluding Legal Holidays. Metro shall, at its sole cost and expense, (i) operate the Homeowner Drop Off and Recycling Center with its own staff, (ii) furnish and maintain roll-off or other containers for collection of Recyclable Materials, (iii) arrange for the removal and disposal of such Recyclable Materials, and (iv) charge and collect from residents any fees for the use of the Homeowner Drop Off and Recycling Center. The Contractor shall (i) furnish and maintain roll-off or other containers for collection of residential waste other than Recyclable Materials, and (ii) arrange for the removal and disposal of such residential waste at the Facility. Metro shall, to the extent permitted by law, reimburse the Contractor for actual damages incurred by the Contractor as a result of Metro's staff operating the Homeowner Drop Off and Recycling Center. Metro will reject waste at the Homeowner Drop Off and Recycling Center delivered by persons who are not residents of the County or who are commercial haulers. The Contractor shall not charge or collect any other fee to Metro residents for use of the Homeowner Drop Off and Recycling Center. Residential waste other than Recyclable Materials delivered to the Homeowner Drop Off and Recycling Center by residents of the County shall constitute Contract Waste.

Section 2.02. Obligation to Accept, Transfer, Transport, and Dispose of Acceptable Waste.

(a) General. The Contractor, by itself or through its affiliates or subcontractors, shall (except to the extent otherwise provided in Section 2.03 hereof) accept during the Receiving Time, transfer, transport to the Disposal Site, and dispose of at the Disposal Site all Contract Waste delivered to the Facility, all in accordance with Applicable Laws and Government Approvals.

METRO AND THE COUNTY DO NOT AND WILL NOT WARRANT OR GUARANTEE THE QUANTITY OR COMPOSITION OF SOLID WASTE TO BE AVAILABLE FOR THE PROVISION OF COMBINED SERVICES IN ANY GIVEN YEAR OR IN THE AGGREGATE PURSUANT TO THIS CONTRACT. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO GUARANTEE OR WARRANT SUCH QUANTITIES OR COMPOSITION.

NOTHING HEREIN SHALL ENTITLE THE CONTRACTOR TO ANY CLAIM TO A SERVICE CHARGE INCREASE FOR LOST PROFITS OR FOR ANY OTHER COMPENSATION WHATSOEVER IN THE EVENT THAT ACTUAL WASTE QUANTITIES AND COMPOSITION DELIVERED TO AND PROCESSED UNDER THIS CONTRACT ARE MORE OR LESS THAN HISTORICAL QUANTITIES OR COMPOSITIONS OR ANY PROJECTION OF FUTURE QUANTITIES AND COMPOSITIONS THAT MAY BE CONTAINED HEREIN.

(b) Weighing Facilities; Rules and Regulations. The Contractor shall operate and maintain weighing facilities at the Facility Site and maintain logs for the purpose of determining, among other things, (i) the total tonnage of Contract Waste and the Category of each Ton of Contract Waste which is delivered to or removed from the Facility, (ii) the identity of each hauler delivering or removing waste, the date and the time of the deliveries and (iii) the weight of waste and identity of the Person delivering waste to the Facility that is not Contract Waste. The Contractor shall regulate the flow of traffic through the Facility scales and into the Facility receiving area without prejudice to the Collector or origin of the Solid Waste. Contract Waste shall be permitted to line up in a separate queue from other waste as set forth in Section 2.01(j), for tipping in the Facility Expansion. In addition, the Contractor shall maintain and enforce reasonable Rules and Regulations concerning use of the Facility (including requirements for insurance, prepayment/payment, etc.), provided however, that such Rules and Regulations do not contradict any provision, right, or obligation under this Contract.

(c) Odor Control/Litter. The Facility shall be designed, constructed and operated in a manner that will prevent odors from escaping the Facility building. No detectable odors shall be present outside the boundaries of the Facility Site. The Facility Site shall be kept free and clear of all litter and debris at all times.

(d) Performance Guarantees. The Contractor shall operate the Facility such that and the Contractor guarantees that (i) the Facility will accept and process all Contract Waste delivered, or caused to be delivered, by Metro in accordance with Section 3.01, (ii) the Facility will accept not less than the Guaranteed Hauler Capacity of Contract Waste, (iii) unavailability of the Facility during any Contract Year due to scheduled outages will not exceed 0%, and (iv) unavailability of the Facility during any Contract Year due to unscheduled (forced) outages will not exceed 1%. The Contractor agrees that during any forced outages it will first divert waste that is not Contract Waste from the Facility and give Contract Waste priority at the Facility.

(e) Use of Thermal Facility During Interim Service Period. (i) Partial or Temporary Shutdown of Thermal Facility. In the event of a partial or temporary shutdown of the Thermal Facility during which the Thermal Facility is not capable of incinerating Solid Waste, the Contractor may request to provide transfer services at the Thermal Facility tipping floor for the duration of any such partial or temporary shutdown. Any such request is subject to Metro's approval, which shall not be unreasonably withheld. Any use of the Thermal Facility by the Contractor shall not interfere with the operation of the Thermal Facility, or any activities on or about the Thermal Facility site.

(ii) Closure of the Thermal Facility During Interim Service Period. Metro reserves the right to close and decommission the Thermal Facility as a solid waste combuster at any time during the Interim Service Period on the day that is 30 Days following delivery of any notice of closing by Metro to the Contractor. Upon the 30th Day following delivery of such notice to the Contractor, the Contractor shall provide transfer services at the Facility, provided that the Contractor may request to provide transfer services at the Thermal Facility tipping floor for a period of at least 60 Days.

Any such request is subject to Metro's approval, which shall not be unreasonably withheld. Any use of the Thermal Facility by the Contractor shall not interfere with the decommissioning of the Thermal Facility, or any activities on or about the Thermal Facility site.

(iii) Modifications to Thermal Facility Tipping Floor. In connection with the Contractor's use of the Thermal Facility tipping floor under this Section 2.02(e), the parties agree to promptly develop a proposed modification to the Thermal Facility tipping floor and procedures for the implementation thereof. The parties recognize that any such proposed modification, including the implementation thereof, shall not interfere with the operations of the Thermal Facility and any other activities on or about the Thermal Facility site. Further, any such proposed modification shall be subject to the prior review and approval of any Person having a legal or contractual right of approval.

Section 2.03. Rejection of Deliveries.

(a) Contractor's Rejection Rights. The Contractor may reject deliveries of Contract Waste delivered to the Facility under the following circumstances: (i) the Contract Waste is delivered to the Facility at hours other than the permitted Receiving Times or in violation of the Facility's Rules and Regulations, and (ii) the Contractor is unable to accept the Contract Waste as a result of the occurrence of an Uncontrollable Circumstance or Metro Fault.

(b) Contractor's Rejection Obligations. The Contractor shall reject all Solid Waste that (due to its character or composition) is properly defined as Unacceptable Waste. The Contractor shall promptly notify Metro of any waste rejected pursuant to this Section and the identity of the Person delivering such waste.

(c) Other Obligations Not Affected by Contractor's Right to Reject. The provisions of subparagraph (a) above shall only apply to the Contractor's right to reject Contract Waste and shall not abrogate any of the Contractor's other obligations (including the payment of damages) under the terms of this Contract.

(d) Composition of Acceptable Waste. Nothing shall be construed to mean that Metro guarantees the composition or quantity of any Contract Waste as it pertains to the proportion of any material contained therein. The obligations of the Contractor hereunder shall not be diminished due to any variation in the composition of any Acceptable Waste which is delivered to the Facility.

(e) Transportation and Disposal of Wrongfully Rejected Waste. Any Contract Waste that is delivered to the Facility by (or on behalf of) Metro or any Licensee that is rejected without a permitted rejection right shall constitute "Wrongfully Rejected Waste." Such Wrongfully Rejected Waste shall be transported to and disposed of at an Alternate Disposal Site provided by the Contractor or, if the Contractor fails to provide an Alternate Disposal Site, to a site determined by Metro. Metro shall use reasonable efforts to transfer, transport and dispose of any Wrongfully Rejected Waste in the most

economical manner practicable consistent with Applicable Laws and then current market conditions so as to mitigate the amount of damages payable by the Contractor hereunder.

(f) Payment of Damages by the Contractor for Wrongfully Rejected Waste. The Contractor shall pay Metro as damages an amount equal to the excess, if any, of (i) the actual cost incurred by Metro for the transfer, transportation and disposal of Wrongfully Rejected Waste, over (ii) the Service Charge applicable to the Wrongfully Rejected Waste. Metro shall deliver an invoice to the Contractor promptly following determination of amounts due for wrongfully rejected waste, and payment is due within thirty (30) days following receipt of such invoice.

(g) Transportation and Disposal of Unacceptable Waste. Any Acceptable Waste that would otherwise be delivered to the Facility by (or on behalf of) Metro that is properly rejected by the Contractor pursuant to the provisions of Section 2.03(a) or 2.03(b) hereof shall be transferred, transported and disposed of by (or on behalf of) Metro at its sole cost and expense.

(h) Spillage. In the event of a spill, leak or loss of payload at the Facility or during transit to the Disposal Site, the Contractor shall immediately arrange for the clean-up and transportation of the payload to the Disposal Site at the Contractor's sole cost and expense, shall pay any resulting fines, assessments, penalties or damages resulting therefrom. Except for a spill, leak or loss of payload at the Facility resulting from a violation of the Rules and Regulations by a Metro-owned vehicle for which Metro shall reimburse the Contractor for any actual damages related thereto, the Contractor shall indemnify and hold harmless Metro from any liability in connection with the foregoing.

Section 2.04. Deliveries of Unacceptable Waste.

(a) The Contractor shall establish procedures to identify Unacceptable Waste being delivered to the Facility prior to its deposit at the Facility. Vehicles with identified Unacceptable Waste shall be turned away and a record shall be maintained of such deliveries and refusals. If, despite the best efforts of the Contractor, Unacceptable Waste is delivered to the Facility, the Contractor shall segregate such Unacceptable Waste for later removal to a site permitted to accept such Unacceptable Waste. If multiple disposal sites are required, the Contractor shall segregate Unacceptable Waste by type of final disposal site required. Contractor shall make reasonable efforts to identify the vehicle that delivered the Unacceptable Waste and shall notify Metro of such deliveries.

(b) The Contractor shall be responsible for transportation and delivery of Unacceptable Waste to a final disposal site and for disposal of such Unacceptable Waste. If the identity of the Person delivering such Unacceptable Waste can be determined, the Contractor may require such Person to remove such Unacceptable Waste from the Facility at such Person's own cost and expense, or if such Person is unwilling or unable to do so, the Contractor may perform such removal and bill such Person for all direct and indirect costs related thereto.

(c) If the Unacceptable Waste is deposited at the Facility despite the Contractor's establishing reasonable screening procedures and complying with such screening procedures, and (i) the Unacceptable Waste is identified as being delivered in loads purporting to be Contract Waste, Metro shall bear the costs of transportation and disposal of such Unacceptable Waste, (ii) the Unacceptable Waste is identified as being delivered in loads other than loads purporting to be Contract Waste, the Contractor shall bear the costs of transportation and disposal of such Unacceptable Waste, and (iii) the Unacceptable Waste is not identifiable as to source, and waste both purporting to be Contract Waste and not purporting to be Contract Waste is commingled at the Facility, Metro and the Contractor shall share the costs of transportation and disposal of such Unacceptable Waste, based on the proportions of Contract Waste and other waste delivered to the Facility over the term of the Contract up to the date of delivery of the Unacceptable Waste.

(d) If the Contractor has not established reasonable screening procedures to detect Unacceptable Waste or if the Contractor has established such procedures but Unacceptable Waste has been received at the Facility and the Contractor is unable to document to the reasonable satisfaction of Metro that it has diligently followed such procedures, the Contractor shall bear the costs of transportation and disposal of such Unacceptable Waste.

(e) Under no circumstances shall the Contractor load Unacceptable Waste on vehicles for transfer to and disposal at the Disposal Site, except by mutual agreement of Metro and the Contractor, and only if the Disposal Site is permitted to receive such Unacceptable Waste under Applicable Law and Government Approvals.

Section 2.05. Insurance.

(a) From and after the Contract Date and throughout the Term of this Contract, the Contractor shall, at its sole cost and expense, maintain with responsible insurers licensed to do business in the State, at a minimum, the insurance required to be provided under the provisions of this Section 2.05 and Schedule 6 and shall comply with all terms and conditions relating thereto.

(b) Ten (10) Days prior to the Commencement Date, the Contractor shall provide Metro with a then-current certificate of insurance that evidences compliance with the requirements of this Section 2.05 and Schedule 6. Thereafter, new or renewal certificates shall be delivered at least sixty (60) Days prior to expiration of the current policy(ies). If the Contractor fails or neglects to obtain or to maintain (or causes same to be obtained or maintained) any insurance that it is required to provide or to furnish Metro with satisfactory evidence of coverage on any such policy, Metro may purchase such insurance if the Contractor fails to do so within five (5) Days after receipt of written notice of the lack of required coverage. All such payments made by Metro shall be recoverable from the Contractor promptly upon being billed therefor, together with interest thereon at the Overdue Rate.

(c) Sixty (60) Days prior to cancellation or material change or notice of non-renewal or material change in the policies, the insurer shall give notice to Metro, by mail, return receipt requested, for all of the following stated insurance policies. The Certificate of insurance shall state:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail sixty (60) Days written notice to the certificate holder named to the left.

All notices shall show the Contractor and identify this Contract, except for workers compensation policy. All policies shall be endorsed naming Metro as additional insured to the extent required by Schedule 6. All policies shall require that the insured will pay all defense claims and any judgments entered herein. It is expected that all policies will be issued on an occurrence basis.

(d) Policy Changes. If at any time any of the foregoing policies shall be or become reasonably unsatisfactory to Metro as to form or substance, or if a company issuing any such policy shall be or become reasonably unsatisfactory to Metro, the Contractor shall, upon notice to that effect from Metro, within thirty (30) Days obtain a new policy, submit the same to Metro for approval and submit a Certificate hereof as hereinabove provided. Upon failure of the Contractor to furnish, deliver, and maintain such insurance as herein provided, this Contract, at the election of Metro, may be forthwith declared suspended, discontinued, or terminated. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor of any liability under this Contract. All policies required above shall contain a sixty (60) day notice of cancellation and/or of non-renewal clause and shall require the insurer to immediately notify Metro of its intent to either cancel or not to renew.

(e) Insurance Companies. The Contractor shall use an insurance company(ies) that has (have) an A.M. Best Company rating of at least AX. Metro, in its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than AX. All such requests must be forwarded to Metro for its review and approval. The Contractor shall use an insurance company(ies) that is (who are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Insurance of the State of Tennessee or the applicable host jurisdiction.

Section 2.06. Metro's Visitation and Inspection of the Facility.

(a) Visitation and Inspection. Metro, at its sole cost and expense shall have the right (along with its agents and representatives) to visit and to accompany visitors through the Facility during normal weekday business hours (i.e., 8:30 a.m. to 4:00 p.m.) in order to observe and to permit others to observe, the various services which the Contractor performs.

(b) Inspection. Metro may, at its sole cost and expense, and with the full cooperation of the Contractor after providing reasonable notice, inspect the Facility or the

Disposal Site to determine whether the Contractor is in compliance with its obligations under the terms of this Contract. The Contractor shall not be entitled to any additional compensation for participating in such inspections. The Contractor shall permit up to two (2) employees of Metro to have access to the Facility and surrounding area at all times during operating hours for purposes of inspection or for observation of the waste delivered to the Facility for transfer, transportation, and disposal; provided however, that Metro's representative(s) shall comply with all Rules and Regulations of the Contractor and Metro's representative(s) shall not interfere with the operation of the Facility.

(c) Compliance with Rules and Regulations. In connection with such inspections or visitations, Metro shall, on its own behalf, and on behalf of its agents and representatives, comply and cause its agents and representatives to comply, with all Rules and Regulations, including a requirement that each person, inspecting or visiting the Facility sign a statement agreeing (i) to assume the risk of the inspection or visitation, but not the risk of injury due to the intentional or negligent acts or omissions to act of the Contractor, and (ii) not to disclose or use (consistent with Applicable Laws) any confidential information relating to the Contractor's private business operations at the Facility. However, neither Metro, nor its agents and representatives shall be held liable for any damage or injury which may result from any disclosure that might occur by any person (other than Metro, its officers, members, employees, and agents) inspecting or visiting the Facility.

Section 2.07. Record Keeping and Reporting.

(a) The Contractor shall, at its sole cost and expense, prepare and maintain proper, accurate and complete books and records and accounts of all transactions and other matters relating to this Contract for which the Contractor has invoiced Metro. The Contractor shall annually provide Metro a certificate, stating (i) the amount of Acceptable Waste delivered to the Facility by (or on behalf of) Metro, Licensees who deliver Contract Waste and Collectors of Non-Metro Solid Waste, and (ii) the calculation and methodology used in calculating the Service Charges payable by Metro, as reflected by Metro (or Licensees) from the Contractor. All books and records of the Contractor used in making such certification shall be made available for inspection by Metro upon its request.

(b) The Contractor, on and after the Commencement Date, shall establish and maintain computerized information systems with respect to the weighing facilities for operations data, including the information necessary to verify calculations made pursuant to this Contract. The Contractor shall provide Metro on a daily basis with e-mail versions of all operations data collected in accordance with this Section 2.07(b).

(c) The Contractor shall establish and maintain an information system to provide storage and ready retrieval of any information necessary to verify calculations made with respect to the transportation and disposal of Unacceptable Waste and/or Wrongfully Rejected Waste, to the extent that such information is within its control.

(d) Both Metro and the Contractor shall provide for the retention and storage of all records related to the transactions described in this Section 2.07 for a period of at least seven (7) years. The use of remote storage media, consisting of maintaining photocopies, microfilm or microfiche copies, access to electronic storage media or any other commonly used storage system with respect to such records shall constitute such retention and storage, regardless of where the foregoing records are physically located.

Section 2.08. Rules and Regulations.

(a) The Contractor may implement and enforce reasonable Rules and Regulations for the delivery of Acceptable Waste to the Facility; provided however, that any such Rules and Regulations shall be lawful, reasonable and uniformly applied to all haulers delivering Acceptable Waste to the Facility. The initial Rules and Regulations are set forth in Schedule 4 of this Contract and shall apply to every hauler delivering Acceptable Waste to the Facility. The Contractor may implement additional Rules and Regulations that are not inconsistent with this Contract or Applicable Laws and which apply equally to all haulers delivering Acceptable Waste to the Facility, upon thirty (30) Days prior written notice thereof to Metro; provided however, that such additional Rules and Regulations may be implemented earlier than upon thirty (30) Days prior written notice if such implementation is required in order to avoid an emergency or to protect the health, safety and welfare of the Contractor employees and/or persons delivering Acceptable Waste to the Facility. However, Metro shall not be responsible for assuring that such person or firm comply with the provisions of this Contract, including specifically (and without limitation) the provisions of Section 2.04 hereof and this Section 2.08.

(b) The Contractor may refuse to receive Acceptable Waste from any vehicle operated by a hauler who repeatedly or intentionally or by negligent action violates the Rules and Regulations. Except in situations that the Contractor reasonably determines to be exigent, the Contractor shall provide Metro prior written notice of its intent to refuse deliveries from any hauler of Contract Waste in accordance with its policies for exclusion of haulers from the Facility.

(c) The Contractor may deny access to the Facility to any hauler at any time (i) if necessary to prevent or overcome the occurrence of any emergency condition or an Uncontrollable Circumstance, or (ii) if necessary to protect any person or property located on or at the Facility Site.

(d) Metro agrees to comply with all Facility Rules and Regulations included in Schedule 4 and as modified from time to time pursuant to this Section 2.08. In any event, the terms of payment and the rights and obligations of the parties shall be governed by the terms of this Contract, and not by any such Rules and Regulations.

Section 2.09. Vehicles and Equipment.

The Contractor shall be responsible for providing vehicles and equipment of such type and in such quantity as are required to fulfill its obligations under this Contract. The

Contractor shall also be responsible for the operation, maintenance, and repair of all such vehicles and equipment in a manner sufficient to ensure that such vehicles and equipment are capable of providing all of the required services as set forth in this Contract.

Section 2.10. Disposal of Acceptable Waste.

The Contractor shall be responsible for arranging for the ultimate disposal of all Contract Waste delivered to the Facility pursuant to this Contract at the Disposal Site. The Disposal Site shall be properly permitted and validly operating in accordance with Applicable Law and Government Approvals.

Section 2.11. Costs of Operations.

Unless Metro is expressly obligated under this Contract to pay for a particular item of cost, all of the obligations of the Contractor under this Contract shall be at Contractor's sole cost and expense.

Section 2.12. Transfer of Ownership of Contract Waste. Upon acceptance by the Contractor at the Facility of any waste delivered to the Facility as Contract Waste, ownership of and title to such waste shall immediately transfer to the Contractor, and Contractor shall thereafter bear the sole responsibility and liability for subsequent storage, handling, transportation and disposal of such waste in accordance with the terms of this Contract.

ARTICLE III

METRO'S OBLIGATIONS

Section 3.01. Metro's Delivery Obligations.

(a) Obligation to Deliver Contract Waste. Commencing on the Commencement Date, Metro shall deliver, or cause to be delivered, to the Facility during the Receiving Time all Contract Waste subject to the exceptions set forth in Section 3.02. Metro makes no commitment with respect to the minimum number of tons of Contract Waste that will be delivered during any period of time. Contractor represents that it has reviewed applicable historical waste generation and collection data, but Metro makes no representation that such data is or will be representative of the types or quantities of waste that will be generated or collected in the future.

(b) Incidental Unacceptable Waste. Deliveries of loads that are predominantly Contract Waste but which contain incidental amounts of waste that is not Acceptable Waste shall not constitute a default under this Contract, and the sole remedy of the Contractor under this Contract shall be as set forth in Section 2.04.

Section 3.02. Additional Metro Rights.

(a) Metro shall not be required to deliver Contract Waste to be used at the Thermal Facility for eventual incineration.

(b) Metro shall not be required to deliver C&D delivered to a different site for recycling purposes.

(c) Metro shall not be required to deliver White Goods.

ARTICLE IV

ESTABLISHMENT AND PAYMENT OF SERVICE CHARGES AND OTHER AMOUNTS

Section 4.01. Service Charge.

(a) General. On and after the Commencement Date and for each Billing Period thereafter during the Term, the Contractor shall charge and collect the Service Charge for each ton of Acceptable Waste delivered by or on behalf of Metro to the Facility.

(b) Amount of Service Charge. (i) Interim Service Period. During the Interim Service Period the Service Charge will be calculated as follows:

$$\text{Service Charge} = \text{NTD (Municipal Waste)} \times \text{PPT} \text{ plus } \text{NTD (Non-Metro Waste)} \times \text{PPT}$$

Where: NTD means the Number of Tons Delivered.

PPT means the price per ton as determined pursuant to Schedule 10.

(ii) Long Term Service Period. During the Long Term Service Period the Service Charge will be calculated as follows:

$$\text{Service Charge} = \text{NTD (Municipal Waste)} \times \text{PPT} \text{ plus } \text{NTD (Non-Metro Waste)} \times \text{PPT}$$

Where: NTD means the Number of Tons Delivered.

PPT means the price per ton as determined pursuant to Schedule 10.

Adjustments are those adjustments permitted by Section 4.01(c) and (d) and Section 4.02.

The Service Charge includes all taxes, assessments, impositions, and other charges that are imposed by any Governmental Body on solid waste disposal or the services provided by the Contractor in effect as of the Contract Date, except for the \$6.00 per ton disposal charge currently imposed by Metro which, if required to be paid by the Contractor, will be passed through to Metro.

(c) Adjustments to Service Charge. (i) Facility Specific Adjustment. If during the Term the Contractor enters into a Multi-Year Contract with any other Municipality within a 150 mile radius of the Facility, for the provision of solid waste services at the Facility similar to those provided for Metro under this Contract (whether for combined transfer station services, transportation and disposal at the Disposal Site or for any one or more of the foregoing elements of service), regardless of the waste quantities covered by the contract, and the service charge (calculated on the basis of a per ton charge or converted to a per ton charge) to such Municipality for the applicable

service is lower than the prices then in effect under this Contract for such service (or the relevant transfer, transportation or disposal component), the Service Charge payable by Metro under this Contract shall be reduced by the difference between the Service Charge paid by Metro under this Contract for the combined services (or for one or more of the foregoing elements of service) and the service charge payable by such other Municipality under the applicable Multi-Year Contract for the combined services (or for the corresponding element of service); provided, however, that any host community benefit or discount shall not be a reason or cause for adjustment to the Service Charge or any element thereof.

(ii) Disposal Related Adjustment. If during the Term the Contractor enters into a Multi-Year Contract with any other Municipality within the shorter of a 150 mile radius of the Facility or the jurisdictional boundaries of the State, for the provision of solid waste disposal services similar to those provided for Metro under this Contract, regardless of the waste quantities covered by the contract, and the disposal charge (calculated on the basis of a per ton charge or converted to a per ton charge) to such Municipality for the disposal service is lower than the disposal component of the Service Charge then in effect under this Contract for such service, the disposal component of the Service Charge payable by Metro under this Contract shall be reduced by the difference between the disposal component of the Service Charge paid by Metro under this Contract for the disposal services and the disposal charge payable by such other Municipality under the applicable Multi-Year Contract for the disposal services; provided, however, that any host community benefit or discount shall not be a reason or cause for adjustment to the Service Charge or any element thereof.

(iii) Schedule of Contracts. Not later than thirty (30) Days following the end of each Contract Year, the Contractor will deliver to Metro a schedule of Multi-Year Contracts entered into with Municipalities by the Contractor in accordance with subsections (i) and (ii) of this Section 4.01(c) during that year or during any prior year if such contract remains in effect for services contemplated in such subsections (i) and (ii), and the respective charges under each such Multi-Year Contract, certified as to accuracy by the Contractor. The Contractor shall deliver copies of the terms of such contracts to Metro upon reasonable notice by Metro.

(d) Adjustments due to Changes in Law. If any adjustment to the Service Charge is required pursuant to a Change in Law, the party requesting the adjustment shall submit to the other party a written statement setting forth the cause of the adjustment, the anticipated duration of the adjustment, and the amount of the adjustment, as appropriate. Except to the extent that a longer period is otherwise specifically provided for in this Contract, any request for an adjustment due to a Change in Law shall be accepted or rejected by the party receiving the request within 45 days after receipt. If the receiving party does not notify the requesting party of its rejection and the reasons therefor within such 45-day period, the request shall be deemed rejected. A rejected request may be resubmitted, with or without change, and this paragraph shall apply to such resubmitted request as it applies to an original request. Any Service Charge adjustment request for a

Change in Law which is not rejected or deemed rejected shall take effect as of the next monthly billing period thereafter, or as otherwise agreed to by the parties.

(e) No Adjustments due to Uncontrollable Circumstances. Under no circumstances will the Service Charge be adjusted due to Uncontrollable Circumstances.

(f) Delay Damages. If the Commercial Operation Date is (i) later than 19 months following the Commencement Date, or (ii) later than the Commercial Operation Date specified by the Contractor in the construction schedule provided to Metro pursuant to 2.01(d), except to the extent the Commercial Operation Date in either case is delayed due to an Uncontrollable Circumstance or Metro Fault, the Contractor shall pay to Metro as and for liquidated damages an amount equal to \$2,000.00 per calendar day, payable in arrears not later than ten (10) days following the day for which delay damages are due. The parties agree that Metro will incur significant costs in closing the Thermal Facility and that Metro's actual damages resulting from the delay in the Commercial Operation Date would be difficult or impossible to ascertain and that the liquidated damages provided for herein with respect to such delay are intended to place Metro in the same economic position as it would have been had the delay not occurred.

Section 4.02. Annual Settlement.

Within 60 days after the end of each Contract Year during the Interim Service Period and the Long Term Service Period, the Contractor shall provide to Metro an annual settlement statement ("Annual Settlement Statement") setting forth (i) the actual aggregate tonnage of Contract Waste delivered by Metro and Metro contracted Collectors with respect to such Contract Year, and (ii) a reconciliation of such amount. Such reconciliation shall include an accounting of the actual amount paid by Metro with respect to such Contract Year, and the actual amount that was due by Metro based on actual tonnage of Contract Waste delivered during such Contract Year. To the extent the Service Charge paid by Metro during such Contract Year exceeds the amount owed by Metro during such Contract Year, the excess amount of Service Charge paid by Metro for that Contract Year shall be carried over as a credit to Metro for the subsequent Contract Year. Such credit shall be applied in the form of a per ton credit to Metro. To the extent the Service Charge paid by Metro during such Contract Year is less than the amount of the Service Charge owed by Metro for that Contract Year, such shortfall shall be paid by Metro during the next billing period.

Section 4.03. Invoices and Payments.

(a) The "Monthly Service Fee" for any Billing Period in a Contract Year shall be an amount equal to the Service Charge in effect multiplied by the Tons of Contract Waste delivered under this Contract during such Billing Period and accepted at the Facility.

(b) For each Billing Period, Metro shall pay (or cause to be paid) the Monthly Service Fee to the Contractor in accordance with this Section for the performance by the

Contractor of its obligations hereunder. Metro may offset against the Monthly Service Fee any amounts payable by the Contractor to Metro as damages.

(c) The Contractor shall invoice Metro for the Monthly Service Fee for each Billing Period on or after the first day of the succeeding Billing Period. The Monthly Service Fee shall be due and payable by Metro in immediately available funds within thirty (30) Days following the receipt of such invoice. If directed by the Contractor in writing, Metro shall make Monthly Service Fee payments directly to an escrow agent or other depository set forth in such written notice.

(d) Each invoice to Metro from the Contractor shall specify for the applicable Billing Period the amount of Contract Waste delivered to and accepted at the Facility by Category, as well as the tonnage of each specific hauler of Contract Waste making such deliveries during such Billing Period. In addition the Contractor shall provide reproductions of individual truck scale tickets for all Contract Waste delivered to the Facility during such Billing Period.

(e) In furtherance of its obligations hereunder, during the Term, the Contractor shall be obligated to cause all applicable data (including account information for each hauler of Contract Waste, and daily disposal activity) to be electronically transmitted to Metro. In the event that such electronic transmission system is not operational, the Contractor shall cause such data to be provided to Metro in the most efficient and timely manner practicable.

Section 4.04. Host Municipality Benefit Payments.

For any Contract Year, the Contractor shall perform (at its sole cost and expense) all obligations under any applicable host municipality contract and shall be responsible for any payments required to be made to the host municipality under the terms of such host municipality contract.

Section 4.05. Payment Disputes.

If a party disputes any amount that is payable under this Contract (whether or not constituting a portion of the Service Charges payable under Article III), the party disputing such amount shall provide written notice to the other party of such disputed amount, together with sufficient information to enable the other party to understand the nature of the dispute. Such notice shall be delivered by the party disputing such amount no later than the date that such amount is due and payable. In such event, the party disputing such amount shall make payment of the undisputed amount on the due date thereof. If the amount that is in dispute is ultimately determined to be due and payable, such disputed amount, together with interest thereon (at the Overdue Rate) shall be paid by the party disputing such amount within ten (10) business days.

ARTICLE V

SECURITY FOR CONTRACTOR'S OBLIGATIONS

Section 5.01. Guarantor. (a) Guaranty Agreement. The Contractor shall cause the Guaranty Agreement to be provided and maintained by the Guarantor during the Term hereof substantially in the form attached hereto as Schedule 8.

(b) Material Decline in Guarantor's Credit Standing. The parties acknowledge that, as of the Contract Date, the Guarantor's long-term senior debt outstanding is rated "Ba3" by Moody's and "BB" by Standard & Poor's. For purposes of this Section, a "Material Decline in Guarantor's Credit Standing" shall be deemed to have occurred if: (1) in the event that the Guarantor has long-term senior debt outstanding which has credit ratings by the Rating Services (or one Rating Service in the event the Guarantor is rated by only one such Rating Service), (i) until such time as the credit ratings on the Guarantor's long-term senior debt outstanding are established at investment grade levels, such ratings by the Rating Services are reduced below the Guarantor's ratings as of the Contract Date; or (ii) upon the Guarantor's long-term senior debt outstanding being established at investment grade levels, such ratings by the Rating Services are reduced below investment grade level; or (2) in the event that the Guarantor does not have long-term senior debt outstanding or such debt is not rated by either Rating Service, the credit standing of the Guarantor declines to a level which is insufficient to support an investment grade credit rating by either Rating Service on long-term senior debt of the Guarantor, whether or not any such debt is outstanding. The Contractor immediately shall notify Metro of any Material Decline in the Guarantor's Credit Standing.

(c) Credit Enhancement Upon Credit Standing Decline. If, at any time during the term of this Contract, a Material Decline in Guarantor's Credit Standing occurs, the Contractor shall provide credit enhancement of its obligations hereunder by providing the Letter of Credit as set forth in Section 5.03 to an amount equal to the aggregate Service Fee projected for the three Contract Years following the Contract Year (such projection shall be based on the average annual tonnage of Contract Waste delivered to the Facility during the three (3) prior Contract Years) in which the decline occurs, and shall maintain such credit enhancement until either the Guarantor's credit standing has been restored to the requisite levels set forth in Section 5.01(b) or an additional guarantee is provided by another firm or company acceptable to Metro whose credit ratings would have avoided the occurrence of a Material Decline in the Guarantor's Credit Standing.

(d) Annual Reports. In the event the Guarantor is no longer required to make filings with the Securities and Exchange Commission, the Contractor shall furnish Metro, within 90 days after the end of each Contract Year, consolidating balance sheets and income statements for the Guarantor attached to the audited year end financial statements reported upon by the Guarantor's independent public accountant.

Section 5.02. Bonds. (a) Performance Bonds and Labor and Materials Bonds. On or before the Contract Date, the Contractor shall provide financial security for the performance of its obligations hereunder through Performance Bonds and Labor and Materials Bonds issued by a surety company: (1) approved by Metro having a rating of "A" in the latest revision of the A.M. Best Company's Insurance Report; (2) listed in the United States Treasury Department's Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies"; and (3) properly registered and licensed to conduct business in the State. The Performance Bonds and Labor and Materials Bonds shall be issued in the name of the Contractor and Metro in the amount of one year's estimated Service Fee, and shall remain open until the termination of the Contract.

(b) Monitoring of Sureties. The Contractor shall be responsible throughout the Term of this Contract for monitoring the financial condition of any surety company issuing bonds under this Contract and for making inquiries no less often than annually to confirm that each such surety company maintains at least the minimum rating level specified in this Section. In the event the rating of any issuing surety company falls below such minimum level, the Contractor shall promptly notify Metro of such event and shall promptly furnish or arrange for the furnishing of a substitute or an additional bond of a surety company whose rating and other qualifications satisfy all of above requirements, unless Metro agrees to accept the surety company or agrees to an alternative method of assurance. Upon such notice by the Contractor of such an event, Metro shall not unreasonably withhold its approval of such assurance.

Section 5.03. Letter of Credit. (a) Terms and Purpose. The letter of credit shall be an irrevocable direct pay letter of credit issued by a United States bank whose long-term debt is rated "A" or better by either Rating Service and which maintains a banking office in the State (the "Letter of Credit"). The Letter of Credit shall be in the stated amount equal to the aggregate Service Fee projected for three Contract Years, as set forth in subsection 5.01(c), shall be for a term of one year, shall be continuously renewed, extended or replaced so that it remains in effect until 180 Days after the termination of the Contract or until such time as the Guarantor's credit standing has been restored to the requisite levels set forth in Section 5.01(b), and shall be issued substantially in the form set forth in Schedule 9, subject to reasonable modifications required by the issuing bank at the time of issuance. Such modifications shall be subject to Metro's approval, which approval shall not be unreasonably withheld, and Metro shall have the right to request the Contractor to find a replacement issuing bank if Metro does not approve of such modifications. Metro shall be authorized under the Letter of Credit to make one or more sight drawings thereon upon certification to the issuing bank that the drawing conditions described in subsection (b) of this Section have occurred. The Letter of Credit shall permit a drawing thereon in the full stated amount thereof in the event that any required renewal, extension or replacement thereof is not made prior to 30 Days of its expiration. The Letter of Credit shall serve as security for the performance of the Contractor's obligations hereunder, and the stated amount thereof shall in no way limit the amount of damages to which Metro may be entitled for any Contractor Event of Default hereunder.

(b) Conditions to Drawing. It shall be a condition to the right of Metro to draw on the Letter of Credit delivered pursuant to this Section 5.03, other than a draw based on a failure to renew, extend or replace the Letter of Credit or based on a bankruptcy-related event, that: (1) Metro (a) has given the Contractor written notice of a breach of this Contract, whether or not such breach constitutes an Event of Default, and attached a copy of its good faith assessment of the damages Metro has suffered as a result of such breach, or (b) has given a notice of termination based on an Event of Default and attached a copy of its good faith assessment of the damages Metro has suffered as a result of such breach; (2) Metro Council by official action, taken not less than 30 Days following such notice and in the same manner as required for the adoption of a resolution, determines that the Contractor has breached this Contract without excuse hereunder; and (3) the Contractor has had an opportunity to present to Metro at or prior to such meeting evidence disputing Metro's assertion of breach or assessment of damages. Upon the satisfaction of the conditions set forth in the preceding sentence, Metro shall have the right to draw the amount of damages so assessed. Notice to the Guarantor of a breach hereof shall not be a condition to Metro's drawing rights under the Letter of Credit.

(c) Effect of Final Determination of Damages. In the event that subsequent to any drawing on the Letter of Credit it is determined by any court of competent jurisdiction in a final non-appealable decision that such drawing was in excess of the amount of damages determined to be due to Metro by the Court, Metro shall pay the amount wrongfully drawn in excess of the amount determined by the Court to the Contractor together with interest thereon at the Overdue Rate calculated from the date of the drawing to the date of payment to the Contractor.

(b) Cost of Providing Security for Performance. The cost and expense of obtaining and maintaining the security instruments required under this Article as security for the performance of the Contractor's obligations hereunder shall be borne by the Contractor without reimbursement from Metro.

ARTICLE VI

UNCONTROLLABLE CIRCUMSTANCES

Section 6.01. Effect on Obligations.

(a) Relief from Performance.

(i) Each party shall be excused for the failure to perform its obligations with respect to the Facility if such failure results from the occurrence of an Uncontrollable Circumstance; provided, however, that except as provided in paragraph (c) below, an Uncontrollable Circumstance will not excuse a party from its obligation to make a payment under this Contract. Each party shall seek diligently and in good faith to perform its obligations notwithstanding the occurrence of an Uncontrollable Circumstance and to overcome an Uncontrollable Circumstance as soon as practicable.

(ii) Any date by which the Contractor or Metro is required to perform an obligation under this Contract, except the obligation to make any payment when due hereunder, shall be extended to the extent of any delay caused by an Uncontrollable Circumstance, but in no event shall the Term of this Contract be extended as a result thereof.

(b) Unavailability of Facility and Transfer, Transportation, and Disposal by Metro of Acceptable Waste at Alternate Transfer Facility. To the extent that, during any Contract Year, as a result of Uncontrollable Circumstances the Contractor is unable to and is excused under this Contract from accepting all or any portion of the Contract Waste at the Facility, the Contractor shall use all reasonable efforts to identify an Alternate Transfer Facility to receive deliveries of the Contract Waste not capable of being received at the Facility at no additional charge to Metro. If an Alternate Transfer Facility is identified that is satisfactory to Metro, Metro may elect to deliver Contract Waste to such Alternate Transfer Facility or to another facility of Metro's choice.

To the extent Metro delivers Contract Waste to the Alternate Transfer Facility and the Contractor otherwise performs under this Contract, Metro shall pay the Service Charge as if no Uncontrollable Circumstance had occurred. If the proposed Alternate Transfer Facility is not acceptable to Metro, Metro may deliver such Contract Waste to either a facility of its choice (the "Metro Designated Facility") or, directly or indirectly, to the Disposal Site. If Metro delivers such Contract Waste to a Metro Designated Facility, the Contractor may elect to perform its transfer and disposal obligations from the Metro Designated Facility. If the Contractor so elects, Metro shall pay that component of the Service Charge allocable to transportation and disposal to the Contractor, as if no Uncontrollable Circumstance had occurred. If the Contractor fails to elect to provide such transfer and disposal services, Metro may arrange for its own transportation to the Disposal Site and pay that component of the Service Charge allocable solely to disposal to the Contractor, as if no Uncontrollable Circumstance had occurred.

Under no circumstances shall Uncontrollable Circumstances excuse the Contractor from its obligation to provide the Disposal Site at all times during the term of this Contract.

(c) Reinstatement of Delivery of Acceptable Waste. Metro shall reinstate (or shall cause reinstatement of) deliveries of Acceptable Waste to the Facility, as promptly as legally and reasonably practicable following receipt from the Contractor of written notice that the Facility is able to resume acceptance of such Acceptable Waste, unless this Contract shall have been previously terminated, as provided herein, or shall have expired in accordance with its terms.

Section 6.02. Notice of Uncontrollable Circumstance.

The Contractor shall provide written notice thereof to Metro within a reasonable time of the Contractor's knowledge of such Uncontrollable Circumstance. Such notice shall at a minimum, set forth the following (to the extent then known or available, or if not, as soon as practicable thereafter, a separate notice shall provide the details that were not able to be provided in the first notice):

- (a) a description of the Uncontrollable Circumstance that has occurred; and
- (b) the effect, if any, of such Uncontrollable Circumstance on the Contractor's performance or other obligations under this Contract.

ARTICLE VII

COVENANTS AND REPRESENTATIONS

Section 7.01. Representations and Warranties of Each Party.

Each party represents and warrants to and with the other as to the Contract Date (and such representations and warranties as of the Contract Date shall survive the termination or expiration of this Contract), as follows:

(a) Each party is duly organized and existing in good standing and each is duly qualified and authorized to enter into and perform the obligations set forth in this Contract.

(b) The execution and performance of this Contract (1) have been duly authorized by all required corporate or other action of such party, (2) do not require any consent or approval not otherwise previously obtained, and (3) will not violate any judgment, order, law or regulation applicable to such party or any provisions of such party's charter, ordinances or resolutions.

(c) The execution of this Contract and the performance of all obligations set forth herein do not conflict with, and will not, nor with the passage of time or the giving of notice, constitute a breach of or event of default under any charter, ordinances or resolutions of the party, or any contract, indenture, mortgage, bond, contract, instrument or applicable laws to which the party is subject or by which such party is bound. This Contract has been duly executed and constitutes a legal, valid and binding obligation of each party and is enforceable in accordance with its terms, except to the extent that the enforcement thereof is limited by any applicable bankruptcy, insolvency, reorganization, moratorium or other laws relating to or limiting creditors' rights generally and the application of principles of equity.

(d) There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or threatened against the party, wherein an unfavorable decision, ruling or finding would materially adversely affect the performance by the party of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the validity or enforceability of this Contract, or any other Contract or instrument entered into by the party in connection with the transactions contemplated hereby.

Section 7.02. Additional Representations of Metro.

Metro further represents to the Contractor as of the Contract Date (and such representations and warranties as of the Contract Date shall survive the termination or expiration of this Contract) that:

(a) Metro is duly qualified and authorized to carry on the governmental functions and operations contemplated by this Contract, and Metro has the power,

authority and legal right to enter into and perform its obligations set forth under this Contract.

(b) The execution, delivery and performance of this Contract by Metro (i) has been duly authorized by the governing body of Metro, (ii) has been (or will be, prior to the Contract Date) approved by all governmental bodies and/or regulatory agencies whose approval is required pursuant to the laws of the State of Tennessee, (iii) does not require any consent, approval or referendum of voters, and (iv) will not violate any judgment, order, law (including the Local Public Contracts Law of Tennessee) or regulations applicable to Metro or any provisions of Metro's charter ordinances or resolutions.

Section 7.03. Additional Representation of the Contractor.

The Contractor further represents to Metro (and such representation and warranty shall survive termination or expiration of this Contract) that the Contractor has received all Permits, licenses and Government Approvals with respect to the Facility and the Disposal Site that are required in order to provide the services required under this Contract.

Section 7.04. Covenants of Each Party.

Each party covenants to and with the other (and such covenants shall survive the termination or expiration of this Contract) that (a) such party will not take any actions or omit to take any actions the effect of which would limit the ability of such party to perform its obligations under the terms of this Contract except to the extent mandated by Applicable Laws and (b) such party shall take such actions as shall be required to maintain its corporate and/or legal existence and the continuation of its business operations throughout the Term.

Section 7.05. Additional Covenants of Metro.

Metro further covenants (and such covenants shall survive the termination or expiration of this Contract) that Metro shall comply with its obligations under the Plan.

Section 7.06. Additional Covenant of the Contractor.

The Contractor shall promptly notify Metro of any action or proposed action of which it has knowledge or the occurrence of any event of which it becomes aware, which would or could lead to the revocation or suspension of any Permit.

The Contractor shall comply in all material respects with the plan to utilize subcontractors that are small businesses set forth in Schedule 7.

ARTICLE VIII

DEFAULTS AND TERMINATION

Section 8.01. Events of Default.

Events of Default and applicable remedies therefor are set out in this Article VIII.

Section 8.02. Events of Default by the Contractor.

The following shall constitute Events of Default on the part of the Contractor unless such event results from the occurrence of an Uncontrollable Circumstance or Metro Fault:

(a) persistent and repeated failure by the Contractor to timely perform any material obligation under the terms of this Contract, except the obligations which are described in Section 8.02(b) hereof, and the continuance of such persistent and repeated failure for a period of sixty (60) Days after written notice thereof has been provided by Metro specifying such failure and requesting that such condition be remedied if the Contractor does not either cure the default or initiate and diligently pursue reasonable actions to cure such non performance; or

(b) failure to pay amounts which are owed by the Contractor to Metro under the terms of this Contract within thirty (30) Days following the receipt of written notice from Metro that amounts are due and payable, giving due regard to the provisions of Section 4.05 hereof; or

(c) (1) the Contractor's being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or (2) a bankruptcy winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction or against the Contractor, if the Contractor does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) Days of the institution of such proceeding; or (3) any action or answer by the Contractor approving of, consenting to, or acquiescing in, any such proceeding; or (4) the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance thereunder; or

(d) a default under the Guaranty.

Section 8.03. Events of Default by Metro.

The following shall constitute Events of Default on the part of Metro unless such event results from the occurrence of an Uncontrollable Circumstance or Contractor Fault:

(a) a persistent and repeated failure by Metro to timely perform any material obligation under the terms of this Contract, except the obligations which are described in Section 8.03(b) hereof, and the continuance of such persistent and repeated failure for a period of sixty (60) Days after written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied if Metro does not either cure the default or initiate and diligently pursue reasonable actions to cure such non-performance; or

(b) failure to pay (or credit) amounts which are owed by Metro to the Contractor under the terms of this Contract within thirty (30) Days following the time same becomes due and payable, giving due regard to the provisions of Section 4.05 hereof; or

(c) (1) Metro being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding instituted by Metro under the laws of any jurisdiction or against Metro, if Metro does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within ninety (90) Days of the institution of such proceeding; or (3) any action or answer by Metro, approving of, consenting to, or acquiescing in, any such proceeding; or (4) the levy of any distress, execution or attachment upon the property of Metro, which shall substantially interfere with its performance hereunder; or

(d) failure by Metro to deliver Contract Waste described in Clause (ii) or (iii) of the definition of Contract Waste to the Facility shall not be a default by Metro under this Contract, nor shall Metro be liable for damages as a result thereof, provided that if requested in writing by the Contractor, Metro uses reasonable efforts to enforce its contract with the Collector of such Contract Waste.

Section 8.04. Remedies of Metro.

(a) Except for the remedy set forth in Section 8.05, Metro and the Contractor agree that the sole remedies for the occurrence of an Event of Default under the terms of Sections 8.02(a) and (b) hereof shall be (i) a suit seeking performance by the Contractor of the provisions of this Contract, including the performance by the Contractor of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance; or (ii) with respect to any default for which payments, credits or adjustments are not provided under the terms of this Contract, a suit seeking payment of damages at law; or (iii) with respect to delays in the Commercial Operation Date, payment of liquidated damages as set forth in Section 4.01(f); or (iv) termination of this Contract and a suit seeking payment of damages at law.

(b) The occurrence of an Event of Default described under Sections 8.02(c) and (d) hereof shall not require notice by Metro as hereinabove provided, but shall terminate this Contract forthwith. An Event of Default described in Sections 8.02(c) and (d) hereof may be waived by Metro if Metro determines, in its sole discretion, that the Contractor will be able to perform its obligations pursuant to the terms of this Contract and that adequate guarantees for such performance exists.

(c) In the event that Metro successfully pursues an action to enforce any remedy provided in this Section 8.04, the Contractor shall be liable to Metro for payment of all costs and expenses (including, but not limited to attorneys fees and court costs) incurred by Metro in connection with such action.

(d) This Section 8.04 shall survive termination of this Contract.

Section 8.05. Special Remedy of Metro. Upon termination of this Contract by Metro due to a Contractor Event of Default under Section 8.02, the Contractor shall grant Metro (1) an exclusive, non-transferable license, without ownership interest, to access and use the Facility Expansion and all related structures and equipment located on the Facility Expansion site (e.g., weighing and storage facilities), (2) a non-exclusive, non-transferable license, without ownership interest, to access and use the machinery, equipment, on-site rolling stock, accessories, items and appurtenances used in the operation of the Facility for the transfer of Contract Waste to a Metro-arranged disposal site, and (3) an exclusive, non-transferable license, without ownership interest, to access and use the Homeowner Drop Off and Recycling Center. The Contractor shall further grant to Metro a non-exclusive, non-transferable license, without ownership interest, to use the property around the Facility Expansion to permit the queuing of trucks for deliveries of Contract Waste to the Facility Expansion. To the extent the licenses provided hereunder, with the foregoing limitations, would constitute an event of default under the Contractor's lease for the Facility Site, the Contractor shall obtain a waiver from the landlord as part of the non-disturbance agreement referenced below. The parties agree to promptly develop detailed procedures concerning the respective access and use of the Facility by the parties, which procedures shall be attached to Schedule 4 and shall be immediately effective upon Metro's exercise of the remedy hereunder. It is the intent of the parties hereto that the procedures established hereunder shall permit Metro and the Contractor to efficiently operate stand-alone transfer stations. The licenses granted to Metro under this Section shall be for period equal to the balance of the then current term of this Contract. In order to protect Metro's rights hereunder, the Contractor shall promptly obtain non-disturbance agreements from the landlord of the Facility Site and, if required, the Guarantor's lenders. The remedy in this Section 8.05 shall be in addition to any other remedy available to Metro under Section 8.04; provided, however, the parties acknowledge that the remedy hereunder is intended as a mitigation of the damages that Metro may seek in the event of the termination of this Contract. This Section 8.05 shall survive termination of this Contract.

Section 8.06. Remedies of the Contractor.

(a) Metro and the Contractor agree that the remedies for the occurrence of an Event of Default under the terms of Section 8.03(a) or Section 8.03(b) hereof shall be (i) a suit seeking performance by Metro of the provisions of this Contract, including the performance by Metro of its obligations hereunder and its obligations to make payment of any and all payments, credits or adjustments which are provided under the terms of this Contract, and such ancillary equitable remedies attendant to the enforcement of a decree, judgment or order for such performance; or (ii) with respect to any default for which payments, credits or adjustments are not provided under the terms of this Contract, a suit seeking payment of damages at law; or (iii) termination of this Contract and a suit seeking payment of damages at law.

(b) The occurrence of an Event of Default described under Section 8.03(c) hereof shall not require notice by the Contractor as hereinabove provided but shall terminate this Contract forthwith. An Event of Default described in Section 8.03(c) hereof may be waived by the Contractor if the Contractor determines, in its sole discretion, that Metro will be able to perform its obligations pursuant to the terms of this Contract and that adequate guarantees for such performance exists.

(c) In the event that the Contractor successfully pursues an action to enforce any remedy provided in this Section 8.06, Metro shall be liable to the Contractor for payment of all costs and expenses (including, but not limited to, attorneys fees, whether those of the Contractor's in-house attorneys or otherwise, and court costs) incurred by the Contractor in connection with such action.

(d) This Section 8.06 shall survive termination of this Contract.

Section 8.07. Pendency of Disputes.

Notwithstanding anything contained in this Contract to the contrary, if there shall be a dispute concerning the right of either party to terminate this Contract, both parties shall continue to perform their respective obligations hereunder as if this Contract were in effect and both parties' rights shall continue in effect until such dispute is resolved and any appeals permitted thereunder are exhausted.

Section 8.08. Exclusivity of Remedies.

The remedies provided to Metro and the Contractor pursuant to Section 8.04, Section 8.05 and Section 8.06, respectively, shall together be the exclusive remedies available to the parties under this Contract.

Section 8.09. No Consequential or Punitive Damages.

In no event shall either party be liable to the other or obligated in any manner to pay to the other, any special, incidental, consequential, punitive or similar damages based upon claims arising out of or in connection with the performance or non-performance of

its obligations under this Contract, or the material falseness or inaccuracy of any representation made in this Contract, whether such claims are based upon contract, tort, negligence, warranty or other legal theory.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Initial Term of Contract.

The Initial Operating Term of this Contract shall commence on the Commencement Date and, unless sooner terminated as provided herein, shall expire on the twentieth (20th) anniversary following commencement of the Long Term Service Period.

Section 9.02. Option to Renew.

(a) Metro Renewal Option. This Contract may be extended beyond the Initial Term for a maximum of two (2) five-year Renewal Terms, on the same terms and conditions as during the Initial Term subject to the terms of this Section 9.02.

(b) Notice of Exercise of Option to Renew. If Metro determines to renew the Contract after the expiration of the Initial Term (or after the expiration of the first Renewal Term, as the case may be), at least twenty-four (24) months prior to the expiration of the term then in effect, Metro may exercise its renewal option by notice in writing to the Contractor.

(c) Election by Metro to Terminate Contract. If Metro does not timely exercise its renewal option at least twenty-four (24) months prior to the expiration of the Initial Term or the Renewal Term, then the following shall apply:

- (i) Metro shall forfeit all rights to extend this Contract for additional Terms pursuant to this Section 9.02; and
- (ii) This Contract shall terminate at the end of the then current Initial Term or Renewal Term.

Section 9.03. Further Assurances.

Each party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to the terms of this Contract; provided, however, that any actions taken in furtherance of the above obligations shall not involve the assumption of obligations other than those which are provided for in this Contract.

Section 9.04. Cooperative Efforts.

Each party hereto agrees to exercise all reasonable efforts to cooperate in obtaining any regulatory approvals required in order to effectuate the terms of this Contract. In this regard, each party agrees that the parties shall provide the opportunity to review and comment upon all draft documents and applications submitted to

governmental authorities relating to any Permits or authorizations for which the cooperation of the other party has been requested.

Section 9.05. Relationship of the Parties.

Except as otherwise provided herein, no party to this Contract shall have any responsibility whatsoever with respect to services which are to be provided or contractual obligations which are to be assumed by the other party and nothing in this Contract shall be deemed to constitute either party as a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

Section 9.06. Notices.

Notice of assignment of any rights to money due to Contractor under this contract must be mailed or hand delivered to the attention of Metro's Chief Accountant, Division of Accounts, Department of Finance, 222 Third Avenue North, Suite 750, Nashville, Tennessee 37201, with a copy to the recipient for Metro notices listed below. All other notices to Metro shall be mailed or hand delivered to:

Department: Metro Public Works, Division of Waste Management
Address: 941 Doctor Richard Aldus Adams Drive
Nashville, TN 37207
Telephone: (615) 862-8727

Attention: Assistant Director of Public Works

With a copy to:

The Metropolitan Attorney
Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

Notices to Contractor shall be mailed or hand delivered to:

Contractor: BFI Waste Services, LLC
Attention: District Manager
Address: 700 Murfreesboro Road
Nashville, TN 37210

With a copy to:

c/o Allied Waste Industries, Inc.
Allied Waste Industries, Inc.
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260

Attention: Vice President - Legal

Section 9.07. 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.

Section 9.08. Waiver.

The waiver by either party of a default or of a breach of any provision of this Contract by the other party shall not operate or be construed to operate as a waiver of any subsequent default or breach. The making or the acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

Section 9.09. Severability.

In the event that any provision of this Contract shall be determined for any reason to be invalid, illegal, or unenforceable in any respect by any court of competent jurisdiction, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Contract or to such other appropriate actions as, to the maximum extent practicable in light of such determination, shall implement and give effect to the intentions of the parties as reflected herein. Notwithstanding such determination, such determination shall not invalidate or render any other provision hereof unenforceable.

Section 9.10. No Liability of Officers and Employees.

No officer, elected official, agent, representative or employee of Metro, the County or the Contractor shall be held personally liable under any provision of this Contract or as a result of its execution or attempted execution or as a result of any breach or alleged breach hereof; provided, however, that all persons shall remain responsible for their own criminal acts.

Section 9.11. 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.

Section 9.12. 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.

Section 9.13. 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, 222 THIRD AVENUE NORTH, SUITE 750, NASHVILLE, TENNESSEE 37201.

Section 9.14. Third Party Beneficiaries.

It is not intended that this Contract make any person or entity a third party beneficiary hereof, notwithstanding the fact that persons or entities other than Metro and the Contractor may be benefited thereby.

Section 9.15. Non-Discrimination.

It is the policy of Metro not to discriminate on the basis of age, race, sex, color, national origin, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities. With regard to all aspects of this contract, Contractor certifies and warrants it will comply with this policy. No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in Metro's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Metro or in the employment practices of Metro's Contractors. Accordingly, the Contractor shall, upon request by Metro, show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Section 9.16. Headings.

Captions and headings in this Contract are for ease of reference only and do not constitute a part of this Contract.

Section 9.17. Counterparts.

This Contract may be executed in more than one (1) counterpart, each of which shall be deemed to be an original.

Section 9.18. Venue.

Any action between the parties arising from this Contract shall be maintained in the courts of Davidson County, Tennessee.

Section 9.19. Contingent Fees.

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.

Section 9.20. Gratuities and Kickbacks.

It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, 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 Metro contracts.

Section 9.21. Indemnity. The Contractor agrees to indemnify, defend, and hold harmless Metro and the County, and their respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, because of bodily injury, sickness, disease or death, sustained by any person or persons, or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the work performed by the Contractor pursuant to this Contract, due, in whole or in part, to the active, passive or concurrent negligence or fault of the Contractor, its officers, agents, servants, or employees whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent.

Section 9.22. Special 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.

(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) 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.

(d) Contractor shall pay Metro any expenses incurred by Metro as a result of Contractor's failure to fulfill any obligation in a professional and timely manner under this Contract.

The provisions of this Section shall survive the expiration or termination of this Contract.

Section 9.23. Small Business Participation.

The Contractor agrees to use reasonable efforts to hire small and minority businesses, as defined in the Charter and Municipal Code of the Metropolitan Government of Nashville and Davidson County, Tennessee, in assisting the Contractor in performing its obligations hereunder and to implement its Small Business Plan contained in Schedule 7.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

BFI WASTE SERVICES, LLC.

Purchasing Agent:

Stephen B. Gordon

By: Jim McNaughton

Title: District Manager

RECOMMENDED:

Department Head

[Signature]

Department: Metro Public Works, Division of
Waste Management

Sworn to and subscribed to before me, a
Notary Public, this 20th day
of November, 2001, by
District Manager, the
BFI Waste Services LLC of
Contractor and duly authorized to execute this
instrument on Contractor's behalf.

APPROVED AS TO AVAILABILITY OF
FUNDS:

[Signature]

Director of Finance

[Signature]
Notary Public

My Commission Expires 3-27-2004

APPROVED AS TO INSURANCE:

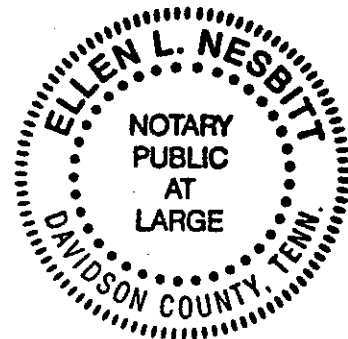
[Signature]

Director of Insurance

APPROVED AS TO FORM AND
LEGALITY:

[Signature]

Metropolitan Attorney



My Commission Expires MAR. 27, 2004

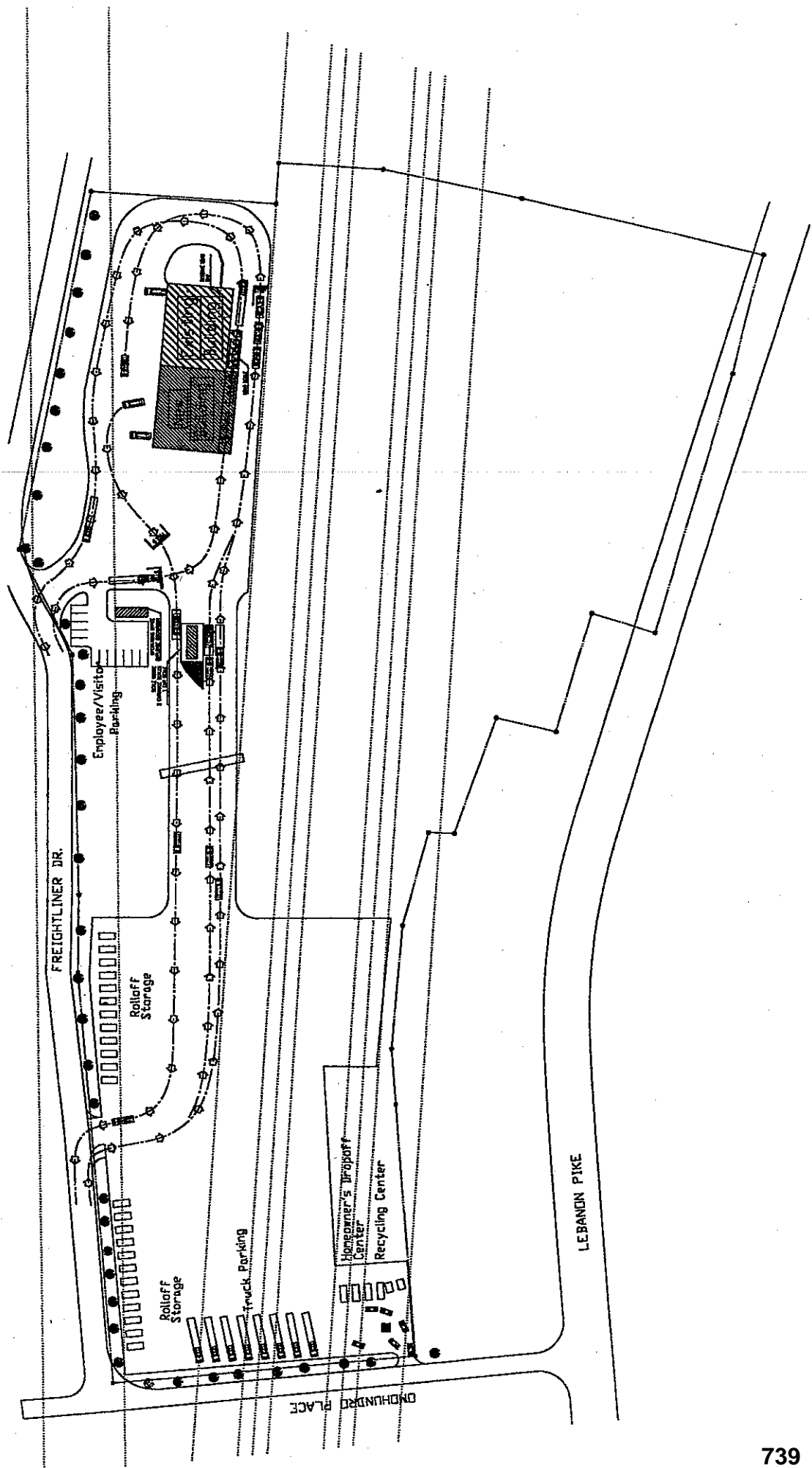
FILED IN THE OFFICE OF THE
METROPOLITAN CLERK:

Marilyn S. Swain

Date: 01/16/2002

SCHEDULE 1 FACILITY

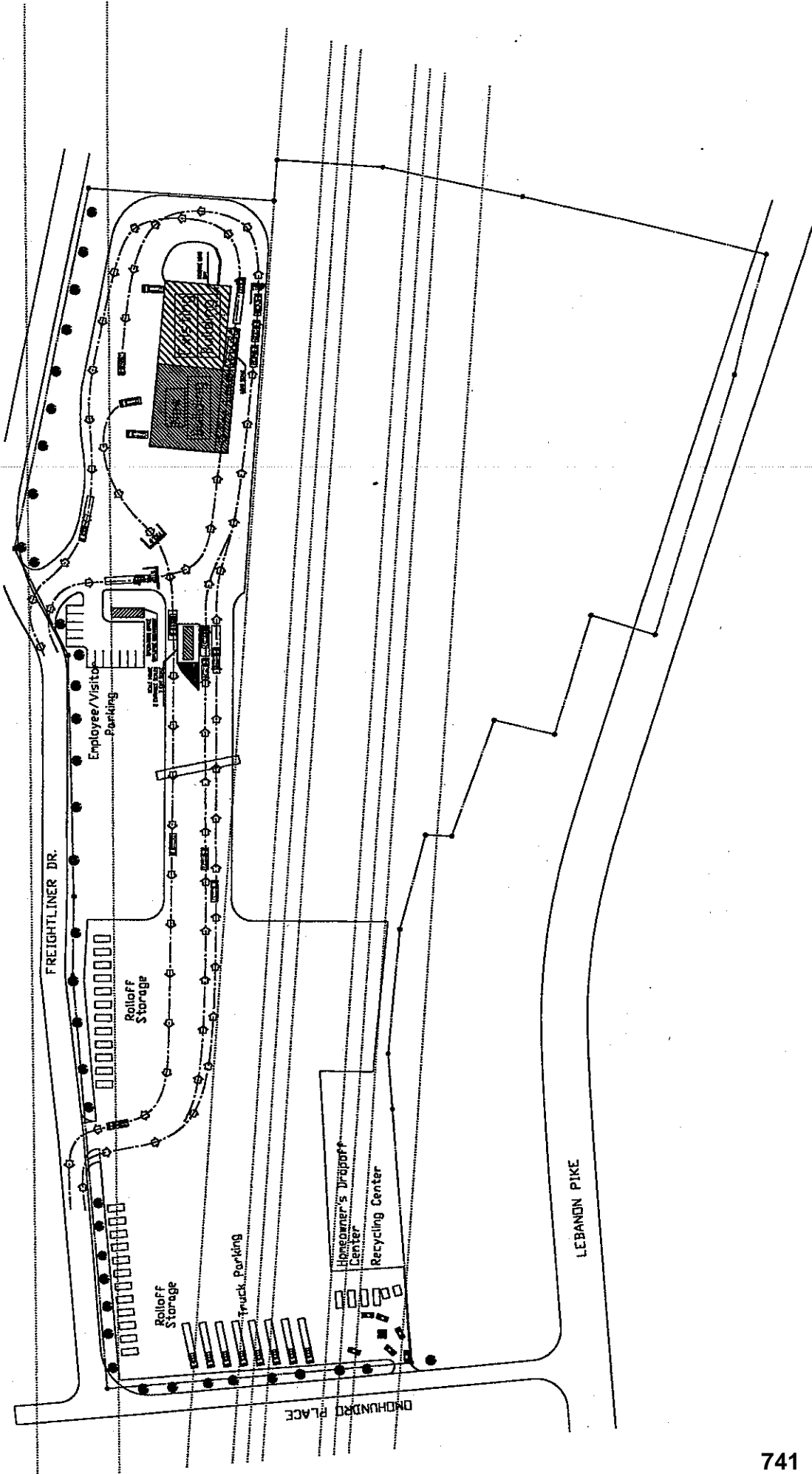
The Contractor's existing Facility is the AAA Transfer Station located at 1160 Freightliner Drive, Nashville, Tennessee (drawing attached). The Facility consists of approximately four (4) acres and is permitted by the Tennessee Department of Environment and Conservation under Permit SNP19-1220.



SCHEDULE 1-A FACILITY EXPANSION

The Contractor plans to expand its existing AAA Transfer Station (Tennessee Department of Environment and Conservation Permit SNP19-1220) located at 1160 Freightliner Drive, Nashville, Tennessee. The planned Facility Expansion will encompass approximately 10.6 acres on Freightliner and Omohundro Drive and is illustrated on the attached drawing. The expansion will include the following facility enhancements:

1. Expansion of existing building – The Contractor will expand the existing square footage of 8750 square feet to add another 9500 square feet, which expansion shall be a separate designated area of the existing building. The completed transfer station building will measure 18,250 square feet.
2. Queuing and traffic will provide Metro trucks and other Contract Waste Collectors separate access to staging areas and scales. Traffic entering from Freightliner Drive will move in one direction through the queuing area to weighing facilities to the staging lane, which leads into the tipping area. Trucks will leave the tipping area to approach the exit scale, then return to Freightliner Drive.
3. A triple scale system (dimensions of scales are 11'x70' each) – Metro trucks and other Contract Waste Collectors will have separate access across a dedicated entrance scale. BFI vehicles will use a dedicated entrance scale. An exit scale will weigh these vehicles leaving the tipping area. A dedicated scale is provided in the tunnel for loading in the pit area.
4. A Homeowner Drop Off and Recycling Center will be designed to allow residents of the County to dispose of approved Acceptable Waste and deliver Recyclable Materials from their personal vehicles.



SCHEDULE 2

[RESERVED]

**SCHEDULE 3
LEGAL HOLIDAYS**

The Legal Holidays as set forth in the Contract shall be the dates observed by Metro Waste Management for the following holidays:

1. New Year's Day
 2. Fourth of July
 3. Thanksgiving
 4. Christmas
-

SCHEDULE 4 FACILITY RULES AND REGULATIONS

Facility Rules and Regulations are applicable to all Persons entering the Facility. The Rules and Regulations have been developed and implemented for the health and safety of the community and the environment. The Contractor reserves the right to deny access to the Facility to Persons who have violated Facility Rules and Regulations. Rules and Regulations are as follows:

1. Upon entrance to the Facility all Persons must report to the appropriate weigh station or scale house. All Persons may be requested to show identification. Visitors are required to sign the visitor's log. Persons using the Facility will be requested to identify company name, driver name, vehicle number, truck or container size and origin of the solid waste.
2. All Persons must follow the directions of Facility personnel at all times and observe all traffic control and speed limit signs.
3. All loads must be tarped when the vehicle arrives at the Facility. Tarps should only be removed after the vehicle enters the tipping area. All Persons must close all doors and tailgates before leaving the tipping floor.
4. Only one person per vehicle is allowed on the tipping floor. Children must stay in the vehicles at all times while at the Facility.
5. All Persons outside a vehicle in the transfer station area must wear a hard hat at all times.
6. Persons delivering solid waste to the Facility are responsible for spillage from their vehicles.
7. Facility personnel may randomly inspect all loads and may inspect any suspicious load. All persons are expected to cooperate with the site inspector so as not to delay operations. Any part of a load that is rejected will be reloaded into the same vehicle and transported off site to an appropriate processing or disposal site.
8. The Contractor shall not accept any responsibility, title or cost for spilled waste or rejected waste delivered to the Facility. The Person transporting or delivering such spilled or rejected waste shall bear all responsibility and cost for removing such waste from the Facility. The Contractor shall maintain the right to recover all costs incurred by the Contractor caused by the delivery of rejected waste from the Person delivering such rejected waste.
9. Persons shall not deliver and the Facility shall not accept any Unacceptable Waste.
10. Persons entering the Facility are responsible for safety of other persons in their vehicle, damage to their vehicle caused by a Person's use of the Facility and damage to the Facility or Facility equipment caused by a Person's vehicle.
11. Scavenging is not permitted at the Facility.

SCHEDULE 5 WEIGHING FACILITIES

The Facility will provide two separate entrance scales for incoming traffic – one for Contract Waste and one for all other users. Additionally, the loading pit will be equipped with another scale to maximize and monitor out-bound payloads. Traffic in and out of the site is designed to flow without interruption to incoming and outgoing vehicles. Separate ingress and egress is planned for the Homeowner Drop Off and Recycling Center. Schedule 1-A illustrates additional details of these areas.

The weighing facilities will be staffed between the hours of 5:00 a.m. until 5:00 p.m. Monday through Saturday. The Weighing Facilities will be designed to accommodate two persons including one Metro employee or representative.

The weighing facilities will utilize an integrated computer and scale technology to track, record and manage Contract Waste delivered to the Facility.

SCHEDULE 6
INSURANCE

INSURANCE REQUIREMENTS

Note: The following Insurance Requirements apply to Contractors doing business with the Metropolitan Government of Nashville and Davidson County.

1. GENERAL CONSIDERATIONS

It is a requirement of the Metropolitan Government of Nashville and Davidson County (Metropolitan Government) that Contractors must agree to the indemnity obligations set forth in the General Contract. The Metropolitan Government reserves the right to participate in the defense of any claim or action that is brought against the Metropolitan Government.

To insure compliance with this policy, the METROPOLITAN GOVERNMENT requires each Contractor to carry adequate insurance coverage with a company or companies acceptable to said METROPOLITAN GOVERNMENT. The METROPOLITAN GOVERNMENT fully understands that no insurance policy of any company licensed to do business in the State of Tennessee is all encompassing in coverage or limit of liability.

2. INSURANCE REQUIREMENTS

During the performance and up to the date of final payment, the Contractor must effect and maintain insurance hereafter checked as required. The first (primary) one million dollars (\$1,000,000) of Bodily Injury and Property Damage limits must be with a company or companies licensed to do business in Tennessee. The excess over one million dollars (\$1,000,000) may be with either a licensed or non-admitted company provided the non-admitted company is: (1) listed as approved to do business in Tennessee by the Tennessee Department of Insurance, (2) has a Best financial rating of A minus or better, with a policyholder surplus of Roman Numeral X or better, and (3) otherwise acceptable to the Department of Law of The Metropolitan Government of Nashville and Davidson County.

All Comprehensive General Liability policies and Comprehensive Automobile Liability policies shall be endorsed to include the METROPOLITAN GOVERNMENT as an Additional Insured, and this shall be noted on the Certificates of Insurance.

All policies must be of the standard form of coverage as filed with and approved by the Commissioner of Insurance for the State of Tennessee or otherwise authorized. The Contractor shall not commence work under the Contract until it has obtained all insurance coverages required hereafter, and provided certificates of insurance to Metro be approved by the Department of Law of The Metropolitan Government of Nashville and Davidson County.

Check if Required:

GENERAL LIABILITY

☒ a. Comprehensive (Commercial) General Liability:

The Contractor shall have and maintain during the life of the Contract such Bodily Injury Liability Insurance and Property Damage Liability Insurance as shall protect Contractor from claims for Bodily Injury and Property Damage arising from the Contractor's operations under the Contract, whether such operations are conducted by Contractor or by any subcontractor of said Contractor. The Bodily Injury Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at anytime resulting therefrom, sustained by a person other than an employee of the Contractor and caused by an occurrence. The Property Damage Liability Insurance shall pay on behalf of the Insured all sums up to the limits provided by the policy which the Insured shall become legally obligated to pay as damages because of injury to, or destruction of, property, including the loss of use thereof, caused by any occurrence.

☐ This policy shall cover liability for damage to property caused by blasting or explosion or collapse, or structural injury to any building or structure, or damage to any property below the surface of the ground (Explosion, Collapse and Underground Damage), as applicable.

☒ b. Premises and Operations Liability:

The Contractor shall have and maintain during the life of the Contract such Premises and Operations Liability Insurance as shall protect Contractor and the METROPOLITAN GOVERNMENT from liability resulting from the operations under the Contract by the Contractor.

☒ c. Products and Completed Operations Liability:

The Contractor shall provide such Products and Completed Operations Insurance as shall protect Contractor from liability arising out of the Contract and including those products involved in the work for which Contractor is responsible.

☐ d. Broad Form Contractual Liability:

The Contractor shall have and maintain during the life of the Contract such Contractual Liability Insurance as shall protect Contractor from liability resulting from the execution of the Contract by the Contractor. If coverage is not provided on the blanket form basis, a copy of the policy or endorsement providing coverage for contractual liability assumed by the Contractor under its Contract with the METROPOLITAN GOVERNMENT must be attached to the Certificate of Insurance.

AUTOMOBILE LIABILITY

- ☒ e. Comprehensive (Business) Automobile Liability (all owned, hired and non- owned):

The Contractor shall have and maintain during the life of the Contract such Comprehensive (Business) Automobile Liability (all owned, hired, and non-owned) Insurance as shall protect the Contractor for claims arising out of the ownership, operation, maintenance and use of land motor vehicles and trailers intended for use therewith.

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

☒ f. The Contractor shall have and maintain during the life of the Contract Worker's Compensation Insurance conforming with the requirements of the laws of Tennessee and (if the box is checked) the Jones Act () and the Longshoremen's and Harbor Workers' Compensation Act (). In case of any employee or employees are not covered by such laws of Tennessee or the Jones Act or the Longshoremen's and Harbor Workers Compensation Act, the Contractor shall provide Employers' Liability coverage for the protection of such employee or employees.

PROPERTY DAMAGE INSURANCE

- ☐ g. Builder's Risk Insurance

The Contractor shall have and maintain during the life of the Contract such Property Insurance upon Contractor's entire work at the site to the completed value thereof. This insurance shall protect the METROPOLITAN GOVERNMENT, as its interest may appear in the work, and shall insure against the perils of fire and extended coverage, and shall include "all risk" insurance for the physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. All Risk insurance may contain the normal exclusions, such as, but not limited to, flood, earthquake, mysterious disappearance, inherent vice, and war. If the METROPOLITAN GOVERNMENT requires coverage for flood or earthquake, specific requirements concerning same are set out hereafter in these specifications. If the Property Insurance contains a co-insurance provision, the Contractor shall be responsible for the amount of insurance satisfying the co-insurance amount so as to make the co-insurance clause inoperable.

If not covered otherwise, the Contractor shall have and maintain during the life of the Contract similar Property Insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in any payment.

() (h) Other Insurance

3. **ADDITIONAL INSURANCE REQUIREMENTS:**

The Certificate of Certificates of Insurance shall contain the following provisions, to wit:

The coverage provided shall not be canceled, reduced in coverage, or allowed to lapse unless and until The Metropolitan Government of Nashville and Davidson County receives at least thirty (30) days advance written notice of same. Said written notice must be delivered to the Director, Insurance and Safety Division, at his office shown as the address of the Certificate Holder below.

() If this box is checked, each of the said policies set out above may contain a deductible feature not in excess of \$_____ per occurrence. If a deductible feature is provided in a policy or policies, the Contractor shall be liable for said amount of any claim or loss.

4. The word "Contract" above means the AGREEMENT between the METROPOLITAN GOVERNMENT and CONTRACTOR for this PROJECT. The word "Contractor" means the successful PROPOSER who is the CONTRACTOR for this PROJECT. The limit "Ea. Person" is the monetary limit applied to each person injured in a given occurrence. The limit "Ea. Occur." is the limit of the total liability for claims, subject to the limit for "Ea. Person," from one common cause. The word "Aggregate" is the limit of the total liability for all damage of the specified coverage for each annual term of the insurance policy.

5. The CONTRACTOR is required to have a CERTIFICATE of INSURANCE properly executed by an insurance company or insurance companies authorized to do business in the State of Tennessee.

MINIMUM LIMITS OF COVERAGE - Coverage shall be at least to the following minimum limits. If the Contractor has or obtains primary and umbrella excess policies, there shall be no gap between them.

INSURANCE REQUIREMENTS

GENERAL LIABILITY

- | | | | |
|-----|---|------------------------------|------------------------|
| (a) | Comprehensive General Liability | | |
| | Bodily Injury | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate Per Project |
| | Property Damage | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate Per Project |
| | (or) | | |
| | Combined Single Limit | \$ 1,000,000 | Per Occur. Per Project |
| (b) | Premises and Operations Liability | same limits as in (a) above. | |
| (c) | Products and Completed Operations Liability | same limits as in (a) above. | |
| (d) | Contractual Liability | same limits as in (a) above. | |

AUTOMOBILE LIABILITY

- | | | | |
|-----|---|--------------|------------|
| (e) | Comprehensive Automobile Liability (all owned, hired and non-owned) | | |
| | Bodily Injury | \$ 1,000,000 | Ea. Person |
| | | \$ 1,000,000 | Ea. Occur. |
| | Property Damage | \$ 1,000,000 | Ea. Occur. |
| | | \$ 1,000,000 | Aggregate |
| | (or) | | |
| | Combined Single Limit | \$ 1,000,000 | Per Occur. |

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

- | | | | |
|-----|---|------------------|------------|
| (f) | Worker's Compensation
(including compliance with the
Jones Act and Longshoremen's and
Harbor Worker's Act as applicable) | Statutory Amount | |
| | Employer's Liability | \$ 1,000,000 | Ea. Occur. |

PROPERTY DAMAGE

- | | | |
|-----|--------------------------|-------------------------|
| (g) | Builder's Risk Insurance | \$ (Value of Structure) |
| (h) | Other Insurance | \$ (As Required) |

SCHEDULE 7 SMALL BUSINESS PLAN

The Contractor will develop, maintain and appoint a coordinator for a small business development program. The goal of the program will be to actively seek and identify small and disadvantaged business enterprise sources and offer such sources the opportunity to participate with the Contractor in its procurement opportunities. The Contractor's small business coordinator will work closely with the Small Business Liaison Officer for Metro Government in searching for and securing additional small and/or disadvantaged business partners.

Additionally, the Contractor will request its contractors and subcontractors to develop opportunities for disadvantaged businesses.

The Contractor currently utilizes the following small businesses in the Nashville area:

- Duck Welding
- Goosemere Lawn Services
- Cecil's E-Z Supply
- Acorn Radiator
- Alternator and Starter Exchange
- Jenkins Diesel
- Cherokee Spring Service

SCHEDULE 8
FORM OF GUARANTY AGREEMENT

**FORM OF
GUARANTY AGREEMENT**

From

ALLIED WASTE INDUSTRIES, INC.

to

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

Dated

as of November 20, 2001

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT is made and dated as of November 20, 2001, between Allied Waste Industries, Inc., a corporation organized and existing under the laws of the Delaware (together with any permitted successors and assigns hereunder, the "Guarantor"), and The Metropolitan Government of Nashville and Davidson County("Metro").

RECITALS

Metro and BFI Waste Services, LLC, a limited liability company organized and existing under the laws of the State of Delaware and duly authorized to do business in the State of Tennessee (the "Contractor"), have entered into a Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste, dated as of November 20, 2001, as amended from time to time (the "Contract") whereby the Contractor has agreed to provide transfer station facilities, operation of the transfer station, waste transportation services, and disposal services for solid waste, all as more particularly described therein.

The Contractor is an indirect subsidiary of the Guarantor.

Metro will enter into the Contract only if the Guarantor guarantees the performance by the Contractor of all of the Contractor's responsibilities and obligations under the Contract as set forth in this Guaranty Agreement (the "Guaranty").

In order to induce the execution and delivery of the Contract by Metro and in consideration thereof, the Guarantor agrees as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATION

Section 1.01. Definitions. For the purposes of this Guaranty, the term "Obligations" means the amounts payable by, and the covenants and agreements of, the Contractor pursuant to the terms of the Contract. Any other capitalized word or term used but not defined herein is used as defined in the Contract.

Section 1.02. Interpretation. In this Guaranty, unless the context otherwise requires:

(A) References Hereto. The terms "hereby", "hereof", "herein", "hereunder" and any similar terms refer to this Guaranty, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution and delivery of this Guaranty.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.

(D) Headings. The table of contents and any headings preceding the text of the Articles, Sections and subsections of this Guaranty shall be solely for convenience of reference and shall not constitute a part of this Guaranty, nor shall they affect its meaning, construction or effect.

(E) Entire Agreement; Authority. This Guaranty constitutes the entire agreement between the parties hereto with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, Metro and their permitted successors and assigns hereunder any rights or remedies under or by reason of this Guaranty.

(F) Counterparts. This Guaranty may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Guaranty.

(G) Applicable Law. This Guaranty shall be governed by and construed in accordance with the applicable laws of the State of Tennessee.

(H) Severability. If any clause, provision, subsection, Section or Article of this Guaranty shall be ruled invalid by any court of competent jurisdiction, the invalidity of any such clause, provision, subsection, Section or Article shall not affect any of the remaining provisions hereof, and this Guaranty shall be construed and enforced as if such invalid portion did not exist provided that such construction and enforcement shall not increase the Guarantor's liability beyond that expressly set forth herein.

(I) Approvals. All approvals, consents and acceptances required to be given or made by any party hereto shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(J) Payments. All payments required to be made by the Guarantor hereunder shall be made in lawful money of the United States of America.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE GUARANTOR

Section 2.01. Representations and Warranties of the Guarantor. The Guarantor hereby represents and warrants that:

(A) Existence and Powers. The Guarantor is a company duly organized and validly existing under the laws of the State of Delaware, with full legal right, power and authority to enter into and perform its obligations under this Guaranty.

(B) Due Authorization and Binding Obligation. The Guarantor has duly authorized the execution and delivery of this Guaranty, and this Guaranty has been duly executed and delivered by the Guarantor and constitutes the legal, valid and binding obligation of the Guarantor, enforceable against the Guarantor in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium or by general equity principals of reorganization and other similar laws affecting creditors' rights generally and general principles of equity.

(C) No Conflict. Neither the execution or delivery by the Guarantor of this Guaranty nor the performance by the Guarantor of its obligations hereunder (1) to the Guarantor's knowledge conflicts with, violates or results in a breach of any law or governmental regulation applicable to the Guarantor, (2) conflicts with, violates or results in a material breach of any term or condition of the Guarantor's corporate charter or by-laws or any judgment, decree, agreement or instrument to which the Guarantor is a party or by which the Guarantor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument, or (3) to the Guarantor's knowledge will result in the creation or imposition of any material encumbrance of any nature whatsoever upon any of the properties or assets of the Guarantor except as permitted hereby.

(D) No Governmental Approval Required. No approval, authorization, order or consent of, or declaration, registration or filing with, any governmental authority is required of the Guarantor for the valid execution and delivery by the Guarantor of this Guaranty, except such as shall have been duly obtained or made.

(E) No Litigation. Except as disclosed in the Guarantor's filings with the Securities and Exchange Commission pursuant to the requirements of the Securities Exchange Act of 1934, as amended, there is no action, suit or other proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the Guarantor's knowledge, threatened against the Guarantor which has a likelihood of an unfavorable decision, ruling or finding that would materially and adversely affect the validity or enforceability of this Guaranty.

(F) No Legal Prohibition. The Guarantor has no knowledge of any Applicable Law in effect on the date as of which this representation is being made which would prohibit the performance by the Guarantor of this Guaranty and the transactions contemplated by this Guaranty.

(G) Consent to Agreements. The Guarantor is fully aware of the terms and conditions of the Contract.

(H) Consideration. This Guaranty is made in furtherance of the purposes for which the Guarantor has been organized, and the assumption by the Guarantor of its obligations hereunder will result in a material benefit to the Guarantor.

ARTICLE III

GUARANTY COVENANTS

Section 3.01. Guaranty to Metro. The Guarantor hereby absolutely, presently, irrevocably and unconditionally guarantees to Metro for the benefit of Metro (1) the full and prompt payment when due of each and all of the payments required to be credited or made by the Contractor under the Contract (including all amendments and supplements thereto) to, or for the account of, Metro, when the same shall become due and payable pursuant to this Guaranty, and (2) the full and prompt performance and observance of each and all of the Obligations. Notwithstanding the unconditional nature of the Guarantor's obligations as set forth herein, the Guarantor shall have the right to assert the defenses provided in Section 3.04 hereof against claims made under this Guaranty.

Section 3.02. Right of Metro to Proceed against Guarantor. This Guaranty shall constitute a guaranty of payment and of performance and not of collection, and the Guarantor specifically agrees that in the event of a failure by the Contractor to pay or perform any Obligation guaranteed hereunder, Metro shall have the right to proceed first and directly against the Guarantor under this Guaranty and without proceeding against the Contractor or exhausting any other remedies against the Contractor which Metro may have. Without limiting the foregoing, the Guarantor agrees that it shall not be necessary, and that the Guarantor shall not be entitled to require, as a condition of enforcing the liability of the Guarantor hereunder, that Metro (1) file suit or proceed to obtain a personal judgment against the Contractor or any other person that may be liable for the Obligations or any part of the Obligations, (2) make any other effort to obtain payment or performance of the Obligations from the Contractor other than providing the Contractor with any notice of such payment or performance as may be required by the terms of the Contract or required to be given to the Contractor under Applicable Law, (3) foreclose against or seek to realize upon any security for the Obligations, or (4) exercise any other right or remedy to which Metro is or may be entitled in connection with the Obligations or any security therefor or any other guarantee thereof, except to the extent that any such exercise of such other right or remedy may be a condition to the Obligations of the Contractor or to the enforcement of remedies under the Contract. Upon any unexcused failure by the Contractor in the payment or performance of any Obligation and the giving of such notice or demand, if any, to the Contractor and Guarantor as may be required in connection with such Obligation and this Guaranty, the liability of the Guarantor shall be effective and shall immediately be paid or performed. Notwithstanding Metro's right to proceed directly against the Guarantor, Metro (or any successor) shall not be entitled to more than a single full performance of the obligations in regard to any breach or non-performance thereof.

Section 3.03. Guaranty Absolute and Unconditional. The obligations of the Guarantor hereunder are absolute, present, irrevocable and unconditional and shall remain in full force and effect until the Contractor shall have fully discharged the Obligations in accordance with their respective terms, and except as provided in Section 3.04 hereof, shall not be subject to any counterclaim, set-off, deduction or defense (other than full and strict compliance with, or release, discharge or satisfaction of, such Obligations) based on any claim that the Guarantor may have against the Contractor, Metro or any other person. Without limiting the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged or in any way modified

by reason of any of the following (whether with or without notice to, knowledge by or further consent of the Guarantor):

(1) the extension or renewal of this Guaranty or the Contract up to the specified Terms of each agreement;

(2) any exercise or failure, omission or delay by Metro in the exercise of any right, power or remedy conferred on Metro with respect to this Guaranty or the Contract except to the extent such failure, omission or delay gives rise to an applicable statute of limitations defense with respect to a specific claim;

(3) any permitted transfer or assignment of rights or obligations under the Contract by any party thereto (other than a permitted assignment to a replacement constructor or operator in the event of a termination of the Contractor pursuant to Article VIII of the Contract), or any permitted assignment, conveyance or other transfer of any of their respective interests in the Facility;

(4) any permitted assignment for the purpose of creating a security interest or mortgage of all or any part of the respective interests of Metro or any other person;

(5) any renewal, amendment, change or modification in respect of any of the Obligations or terms or conditions of the Contract;

(6) any failure of title with respect to all or any part of the respective interests of any person in the Facility Site or the Facility;

(7) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, moratorium, arrangement, composition with creditors or readjustment of, or other similar proceedings against the Contractor or the Guarantor, or any of the property of either of them, or any allegation or contest of the validity of this Guaranty or the Contract in any such proceeding (it is specifically understood, consented and agreed to that, to the extent permitted by law, this Guaranty shall remain and continue in full force and effect and shall be enforceable against the Guarantor to the same extent and with the same force and effect as if any such proceeding had not been instituted and as if no rejection, stay, termination, assumption or modification has occurred as a result thereof, it being the intent and purpose of this Guaranty that the Guarantor shall and does hereby waive all rights and benefits which might accrue to it by reason of any such proceeding);

(8) except as permitted by Sections 4.01 or 4.02 hereof, any sale or other transfer by the Guarantor or any affiliate of any of the capital stock or other interest of the Guarantor or any affiliate in the Contractor now or hereafter owned, directly or indirectly, by the Guarantor or any affiliate, or any change in composition of the interests in the Contractor;

(9) any failure on the part of the Contractor for any reason to perform or comply with any agreement with the Guarantor;

(10) the failure on the part of Metro to provide any notice to the Guarantor which is not required to be given to the Guarantor pursuant to this Guaranty and to the Contractor as a condition to the enforcement of Obligations pursuant to the Contract;

(11) the merger or consolidation of any party to the Contract into or with any other person, or any sale, lease, transfer, abandonment or other disposition of any or all of the property of any of the foregoing to any person;

(12) any legal disability or incapacity of any party to the Contract; or

(13) the fact that entering into the Contract by the Contractor or the Guarantor was invalid or in excess of the powers of such party.

Should any money due or owing under this Guaranty not be recoverable from the Guarantor due to any of the matters specified in subparagraphs (1) through (13) above, then, in any such case, such money, together with all additional sums due hereunder, shall nevertheless be recoverable from the Guarantor as though the Guarantor were principal obligor in place of the Contractor pursuant to the terms of the Contract and not merely a guarantor and shall be paid by the Guarantor forthwith subject to the terms of this Guaranty. Notwithstanding anything to the contrary expressed in this Guaranty, nothing in this Guaranty shall be deemed to amend, modify, clarify, expand or reduce the Contractor's rights, benefits, duties or obligations under the Contract. To the extent that any of the matters specified in subparagraphs (1) through (6) and (8) through (13) would provide a defense to, release, discharge or otherwise affect the Contractor's Obligations, the Guarantor's obligations under this Guaranty shall be treated the same.

Section 3.04. Defenses, Set-Offs and Counterclaims. Notwithstanding any provision contained herein to the contrary, the Guarantor shall be entitled to exercise or assert any and all legal or equitable rights or defenses which the Contractor may have under the Contract or under Applicable Law (other than bankruptcy or insolvency of the Contractor and other than any defense which the Contractor has expressly waived in the Contract or the Guarantor has expressly waived in Section 3.05 hereof or elsewhere hereunder), and the obligations of the Guarantor hereunder are subject to such counterclaims, set-offs or defenses which the Contractor is permitted to assert pursuant to the Contract or under Applicable Law (other than bankruptcy or insolvency of the Contractor and other than any defense which the Contractor has expressly waived in the Contract or the Guarantor has expressly waived in Section 3.05 hereof or elsewhere hereunder), if any.

Section 3.05. Waivers by the Guarantor. The Guarantor hereby unconditionally and irrevocably waives:

(1) notice from Metro of its acceptance of this Guaranty;

(2) notice of any of the events referred to in Section 3.03 hereof, except to the extent that notice is required to be given as a condition to the enforcement of Obligations;

(3) to the fullest extent lawfully possible, all notices which may be required by statute, rule of law or otherwise to preserve intact any rights against the Guarantor, except any notice to the Contractor required pursuant to the Contract or Applicable Law as a condition to the performance of any Obligation;

(4) to the fullest extent lawfully possible, any statute of limitations defense based on a statute of limitations period which may be applicable to guarantors (or parties in similar relationships) which would be shorter than the applicable statute of limitations period for the underlying claim;

(5) any right to require a proceeding first against the Contractor;

(6) any right to require a proceeding first against any person or the security provided by or under the Contract except to the extent the Contract specifically requires a proceeding first against any person (except the Contractor) or security;

(7) any requirement that the Contractor be joined as a party to any proceeding for the enforcement of any term of the Contract or this Guaranty;

(8) the requirement of, or the notice of, the filing of claims by Metro in the event of the receivership or bankruptcy of the Contractor; and

(9) all demands upon the Contractor or any other person and all other formalities the omission of any of which, or delay in performance of which, might, but for the provisions of this Section 3.05, by rule of law or otherwise, constitute grounds for relieving or discharging the Guarantor in whole or in part from its absolute, present, irrevocable, unconditional and continuing obligations hereunder.

Section 3.06. Payment of Costs and Expenses. The Guarantor agrees to pay Metro on demand all reasonable costs and expenses, legal or otherwise (including counsel fees), incurred by or on behalf of Metro in successfully enforcing by legal proceeding observance of the covenants, agreements and obligations contained in this Guaranty against the Guarantor, other than the costs and expenses that Metro incurs in performing any of its obligations under the Contract, where such obligations are a condition to performance by the Contractor of its Obligations.

Section 3.07. Subordination of Rights. The Guarantor agrees that any right of subrogation or contribution which it may have against the Contractor as a result of any payment or performance hereunder is hereby fully subordinated to the rights of Metro hereunder and under the Contract and that the Guarantor shall not recover or seek to recover any payment made by it hereunder from the Contractor until the Contractor and the Guarantor shall have fully and satisfactorily paid or performed and discharged the Obligations giving rise to a claim under this Guaranty.

Section 3.08. Separate Obligations; Reinstatement. The obligations of the Guarantor to make any payment or to perform and discharge any other duties, agreements, covenants, undertakings or obligations hereunder shall (1) to the extent permitted by Applicable Law, constitute separate and independent obligations of the Guarantor from its other obligations under

this Guaranty, (2) give rise to separate and independent causes of action against the Guarantor, and (3) apply irrespective of any indulgence granted from time to time by Metro. The Guarantor agrees that this Guaranty shall be automatically reinstated if and to the extent that for any reason any payment or performance by or on behalf of the Contractor is rescinded or must be otherwise restored by Metro, whether as a result of any proceedings in bankruptcy, reorganization or similar proceeding, unless such rescission or restoration is pursuant to the terms of the Contract, or the Contractor's enforcement of such terms under Applicable Law.

Section 3.09. Term. This Guaranty shall remain in full force and effect from the date of execution and delivery hereof until all of the Obligations of the Contractor have been fully paid and performed. This Guaranty shall be effective irrespective as to when the Commencement Date occurs.

ARTICLE IV

GENERAL COVENANTS

Section 4.01. Maintenance of Corporate Existence. (A) Consolidation, Merger, Sale or Transfer. The Guarantor covenants that during the term of this Guaranty it will maintain its corporate existence, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it, unless the successor or the surviving entity is the Guarantor and the conditions contained in clause (2) below are satisfied; provided, however, that the Guarantor may consolidate with or merge into another entity, or permit one or more other entities to consolidate with or merge into it, or sell or otherwise transfer to another entity all or substantially all of its assets as an entirety and thereafter dissolve if (1) the successor or the surviving entity (if other than the Guarantor) (a) if not transferred by operation of law, the successor or surviving entity assumes in writing all the obligations of the Guarantor hereunder (b) at the request of Metro delivers to Metro an opinion of counsel to the effect that its obligations under this Guaranty are legal, valid, binding and enforceable subject to applicable bankruptcy and similar insolvency or moratorium laws, and (2) any such transaction does not result in a Material Decline in Guarantor's Credit Standing, as defined in Section 5.01 of the Contract, or, if such transaction results in a Material Decline in Guarantor's Credit Standing, as defined in Section 5.01 of the Contract, the successor Guarantor provides credit enhancement as required by Section 5.03 of the Contract.

(B) Continuance of Obligations. If a consolidation, merger or sale or other transfer is made as permitted by this Section 4.01, the provisions of this Section 4.01 shall continue in full force and effect and no further consolidation, merger or sale or other transfer shall be made except in compliance with the provisions of this Section 4.01. No such consolidation, merger or sale or other transfer shall have the effect of releasing the initial Guarantor from its liability hereunder unless a successor entity has assumed responsibility for this Guaranty as provided in this Section 4.01, and if such transaction results in a Material Decline in Guarantor's Credit Standing as defined in Section 5.01 of the Contract, the successor Guarantor shall provide credit enhancement as required by Section 5.03 of the Contract.

Section 4.02. Assignment. Without the prior written consent of Metro, this Guaranty may not be assigned by the Guarantor, except pursuant to Section 4.01 hereof.

Section 4.03. Consent to Jurisdiction. The Guarantor irrevocably: (1) agrees that any legal proceeding arising out of this Guaranty shall be brought in the State or federal courts in Davidson County, Tennessee having appropriate jurisdiction; (2) consents to the jurisdiction of such court in any such Legal Proceeding; (3) waives any objection which it may have to the laying of the jurisdiction of any such Legal Proceeding in any of such courts; and (4) waives its right to a trial by jury in any Legal Proceeding in any of such courts.

Section 4.04. Binding Effect. This Guaranty shall inure to the benefit of Metro and its permitted successors and assigns and shall be binding upon the Guarantor and its successors and assigns.

Section 4.05. Amendments, Changes and Modifications. This Guaranty may not be amended, changed or modified or terminated and none of its provisions may be waived, except with the prior written consent of Metro and of the Guarantor.

Section 4.06. Liability. It is understood and agreed to by Metro that nothing contained herein shall create any obligation of or right to look to any director, officer, employee or stockholder of the Guarantor (or any Affiliate thereof) for the satisfaction of any obligations hereunder, and no judgment, order or execution with respect to or in connection with this Guaranty shall be taken against any such director, officer, employee or stockholder.

Section 4.07. Notices. All notices, demands, requests and other communications hereunder shall be deemed sufficient and properly given if in writing and delivered in person to the following addresses or sent by first class mail and facsimile, to such addresses:

(a) If to the Guarantor:

c/o Allied Waste Industries, Inc.
Allied Waste Industries, Inc.
15880 N. Greenway-Hayden Loop, Suite 100
Scottsdale, AZ 85260
Attn: Vice President - Legal
With a copy to:

BFI Waste Services, LLC
District Manager
700 Murfreesboro Road
Nashville, TN 37210

(b) If to Metro:

Metro Public Works, Division of Waste Management

941 Doctor Richard Aldus Adams Drive
Nashville, TN 37207
(615) 862-8727
Attention: Assistant Director of Public Works

With a copy to:

The Metropolitan Attorney
Department of Law
204 Metropolitan Courthouse
Nashville, TN 37201

Either party may, by like notice, designate further or different addresses to which subsequent notices shall be sent. Any notice hereunder signed on behalf of the notifying party by a duly

authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by a duly authorized officer or employee. Notices and communications given by mail hereunder shall be deemed to have been given five (5) days after the date of dispatch; all other notices shall be deemed to have been given upon receipt.

IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed in its name and on its behalf by its duly authorized officer as of the date first above written.

[Seal]

ALLIED WASTE INDUSTRIES, INC.,
as Guarantor

ATTEST:

By: _____

Printed Name: _____

Title: _____

Accepted and Agreed to by:

[Metro Seal]

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

ATTEST:

By: _____

Printed Name: _____

Title: _____

SCHEDULE 9
FORM OF LETTER OF CREDIT

FORM OF LETTER OF CREDIT

[Date]

Metropolitan Government of Nashville and Davidson County
[address
address
Nashville, Tennessee _____]

Ladies and Gentlemen:

1. At the request and for the account of _____, a _____ corporation (the "Contractor"), [Name of Bank] (the "Bank") hereby establishes in your favor our direct-pay irrevocable Letter of Credit No. ____ (the "Letter of Credit"), in the amount of \$_____ (the "Stated Amount"), effective immediately. Capitalized terms used but not defined herein are used as defined in the Contract referred to below.

2. We hereby irrevocably authorize you to draw drafts on us at sight in accordance with the terms and conditions hereinafter set forth. The aggregate amount drawn hereunder shall not exceed the Stated Amount.

3. This Letter of Credit is effective immediately and will expire on _____, _____ (the "Stated Termination Date").

4. Subject to the foregoing and the further provisions of this Letter of Credit, a demand for payment may be made by you by presentation to us of your sight draft, accompanied by your written and completed certificate, signed by you, in substantially the form of Annex A hereto (such certificate being your "Drawing Certificate"), in an amount not exceeding the Stated Amount, representing amounts payable to you by the Contractor under and pursuant to the Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste dated as of November 20, 2001, between the Contractor and The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Contract").

5. Each sight draft drawn under this Letter of Credit must bear on its face the clause "Drawn under Irrevocable Letter of Credit No. ____."

6. Demand for payment may be made by you under this Letter of Credit prior to the expiration hereof at any time during the Bank's business hours at its address at [Bank's Address] Attention: _____, on a Business Day (as hereinafter defined). As used herein the term "Business Day" means a day on which the Bank at our aforesaid office is opened for the purpose of conducting commercial banking business. We hereby agree that all sight drafts drawn under and in strict conformity with the terms of this Letter of Credit will be duly honored by us upon delivery of the sight drafts and certificates. If we receive any of your sight drafts and certificates, all in strict conformity to the terms of this Letter of Credit, at our aforesaid office not later than 11:00 A.M.

(local time) on a Business Day on or before the Stated Termination Date hereof, we will honor the same by 3:00 P.M. (local time) on the same day in accordance with your payment instructions. If we receive any of your sight drafts and certificates, all in strict conformity to the terms of this Letter of Credit at such office after 11:00 A.M. (local time) on a Business Day, on or before the Stated Termination Date hereof, we will honor the same not later than 1:00 P.M. (local time) on the next succeeding Business Day in accordance with your payment instructions. If requested by you, payment under this Letter of Credit may be made by Federal Reserve Wire Transfer of funds to your account in a bank on the Federal Reserve Wire Facility or by deposit of same day funds into a designated account that you maintain with us.

7. The Stated Amount shall be reduced automatically by the amount of each drawing hereunder.

8. This Letter of Credit is transferable in its entirety (but not in part) to your successor which you certify to us has succeeded you as beneficiary and may be successively so transferred. Transfer of this Letter of Credit to such transferee shall be effected upon the presentation to us of this Letter of Credit accompanied by a certificate in the form of Annex B attached hereto.

9. Only you (or a transferee as provided in paragraph 8 hereof) may make a drawing under this Letter of Credit. Upon the payment to you or your account of the amount specified in a sight draft drawn hereunder, we shall be fully discharged of our obligation under this Letter of Credit with regard to that payment, and we shall not thereafter be obligated to make further payments under this Letter of Credit with regard to that payment to you.

10. This Letter of Credit, except as otherwise stated herein, is subject to International Standby Practices 1998, International Chamber of Commerce Publication 590 1998 (the "ISP98") and shall be governed and construed in accordance with the laws of the State of New York and applicable U.S. federal law.

11. Communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at our address at [Bank Address] Attention: _____, specifically referring to the number of this Letter of Credit.

12. This Letter of Credit sets forth in full our undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein (including, without limitation, the Contract), except only the certificates, sight drafts, and Letter referred to herein and ISP98; and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement, except for ISP98, such certificate, sight drafts and Letter.

Very truly yours,
[Name of Bank]

By: _____
Authorized Officer

ANNEX A TO LETTER OF CREDIT

CERTIFICATE FOR DRAWING IN CONNECTION WITH PAYMENT OF AMOUNTS UNDER THE CONTRACT

Irrevocable Letter of Credit No.

The undersigned, a duly authorized representative of The Metropolitan Government of Nashville and Davidson County, Tennessee (the "Beneficiary"), hereby certifies to [Name of Bank] (the "Bank"), with reference to Irrevocable Letter of Credit No. ____ (the "Letter of Credit"; terms defined therein and not otherwise defined herein being used herein as therein defined) issued by the Bank in favor of the Beneficiary, as follows:

1. The Beneficiary is a party to the Contract to Provide Transfer Station Facilities, Operation of the Transfer Station, Waste Transportation Services, and Disposal Services for Solid Waste, dated November 20, 2001 (the "Contract") by and between the Beneficiary and BFI Waste Services, LLC (the "Contractor").

2. The Commencement Date has occurred.

3. The Beneficiary is making a demand for payment under the Letter of Credit in the amount of \$_____ and such amount does not exceed the Stated Amount.

4. The Beneficiary hereby certifies as follows (insert those which are applicable):

(a) The Contractor has materially breached the Contract and, in accordance with the procedures and requirements of Section 5.03, the Beneficiary has determined that the amount set forth above represents the estimated damages suffered by the Beneficiary, not to exceed the Stated Amount.

(b) The Beneficiary has terminated the Contract pursuant to Section 8.04 of the Contract, and in accordance with the procedures and requirements of Section 5.03, the Beneficiary has determined that the amount set forth above represents the estimated damages suffered by the Beneficiary, not to exceed the Stated Amount.

(c) The Letter of Credit will expire within 30 days, and the Letter of Credit has not been extended, renewed or replaced in accordance with Section 5.03 of the Contract. The amount set forth above represents the full Stated Amount.

(d) The Contractor or the Guarantor has filed a petition of voluntary bankruptcy under the Bankruptcy Code, the Contractor or the Guarantor has consented to the filing of any bankruptcy or reorganization petition against the

Contractor or any Guarantor, or the Contractor or the Guarantor has filed a petition to reorganize the Contractor or the Guarantor pursuant to the Bankruptcy Code. The amount set forth above represents the full Stated Amount.

(e) A court of competent jurisdiction has issued an order appointing a receiver, liquidator, custodian or trustee of the Contractor or the Guarantor or of a major part of the Contractor's or the Guarantor's property, respectively, or a petition to reorganize the Contractor or the Guarantor pursuant to the Bankruptcy Code has been filed against the Contractor or the Guarantor, and such order has not been discharged or such filing has not been dismissed within 90 days after such issuance or filing. The amount set forth above represents the full Stated Amount.

5. Payment of the amount described hereby shall be made by wire transfer to the following account: [wire transfer instructions].

IN WITNESS WHEREOF, the Beneficiary has caused this certificate to be executed and delivered by its duly authorized representative as of this ____ day of ___, 20__.

THE METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON
COUNTY

By:

Title:

ANNEX B TO LETTER OF CREDIT

TRANSFER CERTIFICATE

[Date]

[Bank's Address]

Attention:

RE: Irrevocable Letter of Credit No.

Ladies and Gentlemen:

For value received, the undersigned Beneficiary hereby irrevocably transfers to:

[Name of Transferee]

[Address of Transferee]

all rights of the undersigned Beneficiary to draw under the above Letter of Credit in its entirety.

By this transfer, all rights of the undersigned Beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole right as the Beneficiary thereof, including sole rights to any amendments whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

Such transferee is a permitted transferee under such Letter of Credit.

The Letter of Credit is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

SIGNATURE AUTHENTICATED

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY

(Bank)
(Authorized Officer)

By: _____
Title: _____

**SCHEDULE 10
PER TON CHARGE**

PER TON CHARGE

I. Interim Service Period Per Ton Charge

A. The per ton charge for Municipal Contract Waste for the Interim Service Period shall equal the following:

Service Charge for All Tons Delivered						
Total Number of Tons of Contract Waste Delivered During Year ^{1,2}	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	+	\$8.00	+	\$15.00	\$27.00
125,000 – 174,999	\$4.00	+	\$8.00	+	\$14.75	\$26.75
175,000 – 224,999	\$4.00	+	\$8.00	+	\$14.50	\$26.50
225,000 – 249,999	\$4.00	+	\$8.00	+	\$14.25	\$26.25
250,000 – 360,000	\$4.00	+	\$8.00	+	\$14.00	\$26.00

- For purposes computing the "Total Number of Tons Delivered During Year", Wrongfully Rejected Waste shall be treated as delivered tons.
- If the balance of the Interim Service Period is less than a full year, the annual tonnage shall be computed using the balance of the year occurring during the Long Term Service Period.

B. The per ton charge during the Interim Service Period for all tons of Non-Metro Contract Waste delivered by Collectors licensed to collect Contract Waste in Davidson County shall equal the following:

Number of Tons Delivered	Transfer Station Component +Transportation Component + Disposal Component
Actual Tons delivered	\$30.00

C. Example Calculation of Interim Service Period Per Ton Charge.
Assuming Contract Waste delivered to the Facility in the first Contract Year during the Interim Service Period is equal to 150,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$4,012,500.00 (150,000 Tons x \$26.75).

II. Long Term Service Period Per Ton Charge

A. The per ton charge for Municipal Contract Waste during the Long Term Service Period shall equal the following:

Year 1:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00

Years 2 – Balance of Long Term Service Period:

Total Number of Tons of Contract Waste Delivered During Year	Transfer Station Component		Transportation Component		Disposal Component	Total Price Per Ton		Adjustment Factor
0-124,999	\$4.00	±	\$8.00	±	\$15.00	\$27.00	x	AF
125,000 – 174,999	\$4.00	±	\$8.00	±	\$14.75	\$26.75	x	AF
175,000 – 224,999	\$4.00	±	\$8.00	±	\$14.50	\$26.50	x	AF
225,000 – 249,999	\$4.00	±	\$8.00	±	\$14.25	\$26.25	x	AF
250,000 – 360,000	\$4.00	±	\$8.00	±	\$14.00	\$26.00	x	AF

B. The per ton charge for Non-Metro Contract Waste shall equal the following:

Year 1:

Number of Tons Delivered	Transfer Station Component + Transportation Component + Disposal Component
Actual Tons Delivered	\$30.00

Year 2 - Balance of Long Term Service Period:

Number of Tons Delivered	Transfer Station Component + Transportation Component + Disposal Component		Adjustment Factor
Actual Tons delivered	\$30.00	x	AF

C. Adjustment Factor. The per ton charge will be adjusted each Contract Year with respect to Municipal Contract Waste and Non-Metro Contract Waste starting with the second year of the Long Term Service Period at a rate of 102½%.

D. Example Calculation of Long Term Service Period Per Ton Charge. Assuming Contract Waste delivered to the Facility in the first Contract Year during the Long Term Service Period is equal to 230,000 Tons, the Service Charge payable to the Contractor for such Contract Year would be equal to \$6,037,500.00 (230,000 Tons x \$26.25).

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Bond No. 929229348
New Bond Same Number**PERFORMANCE BOND****KNOW ALL MEN BY THESE PRESENTS: That we** Browning Ferris Industries, LLC

700 Murfreesboro Rd. Nashville TN 37210 , Principal,
and National Fire Insurance Company of Hartford , Surety, are held and firmly bound
unto The Metropolitan Government of Nashville and Davidson County
 Division of Purchasing, 222 3rd Ave. N., Suite 601 Nashville TN 37201 , Obligees,
 in the sum of One Million Dollars

Dollars (\$ 1,000,000.00)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligees, dated as of November 20, 2001
for Contract to provide transfer station facilities, operation of the transfer station, waste transportation services, and disposal services for solid waste

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligees from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligees named herein or the heirs, executors, administrators or successors of the Obligees.

Signed, sealed, and dated

November 20, 2001

(Principal)

Browning Ferris Industries, LLC

By: Esther C. Jimenez (Seal)
 Esther C. Jimenez Power of Attorney

(Surety)

National Fire Insurance Company of Hartford

By: Phyllis Boyd (Seal)
 Phyllis Boyd Attorney-in-Fact

CNA INSURANCE COMPANIES

CNA Plaza, Chicago, Illinois 60685

Bond No. 929229348
New Bond Same Number**PAYMENT BOND****KNOW ALL MEN BY THESE PRESENTS: That** Browning Ferris Industries, LLC

700 Murfreesboro Rd. Nashville TN 37210, Principal,
and National Fire Insurance Company of Hartford
unto The Metropolitan Government of Nashville and Davidson County
Surety, are held and firmly bound

Division of Purchasing, Nashville TN 37201, Obligees,
 222 3rd Ave. N., Suite 601

In the sum of One Million Dollars**Dollars (\$ 1,000,000.00),****for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.**

WHEREAS, Principal has entered into a contract with Obligees, dated as of November 20, 2001
for Contract to provide transfer station facilities, operation of the transfer station, waste transportation
 services, and disposal services for solid waste

copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall, in accordance with applicable Statutes, promptly made payment to all persons supplying labor and material in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to Surety being waived, then this obligation to be void; otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED

November 20, 2001

Browning Ferris Industries, LLC (Seal)
 (Principal)

By: Esther C. Jimenez
 Esther C. Jimenez Power of Attorney

National Fire Insurance Company of Hartford (Seal)
 (Surety)

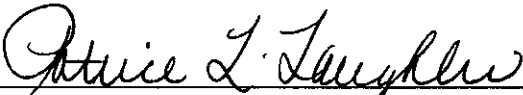
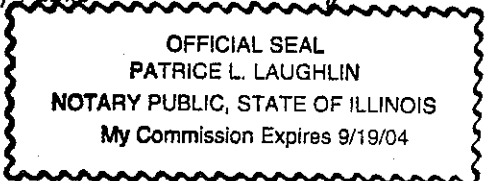
By: Phyllis Boyd
 Phyllis Boyd Attorney-in-Fact

Form G-23214-C

NOTARIAL ACKNOWLEDGEMENT-PRINCIPAL

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

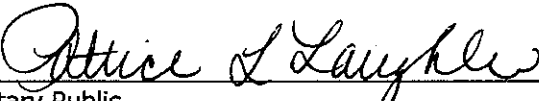
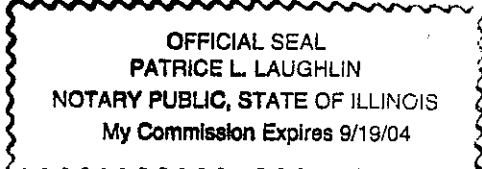
On the **20th** day of **November, 2001**, before me, **Patrice L. Laughlin**, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Esther C. Jimenez**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois; that she is an Attorney-in-Fact for **Allied Waste Industries, Inc. and its subsidiaries**, and that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.


Notary Public


NOTARIAL ACKNOWLEDGMENT - SURETY

**STATE OF ILLINOIS
COUNTY OF DUPAGE**

On this **26th** day of **November, 2001**, before me, **Patrice L. Laughlin**, a Notary Public of the State and County aforesaid, residing therein, duly commissioned and sworn, personally came **Phyllis Boyd**, to me known, who being by me duly sworn according to law, did depose and say that she resides in Illinois: that she is an Attorney-in-Fact for **National Fire Insurance Company of Hartford**, the corporation described in and which executed the foregoing instrument: that she knows the seal of said corporation: that it was so affixed by order of The Board of Directors of said corporation and that she signed this name thereto by like order: that she executed and delivered such instrument on behalf of said corporation as its voluntary act and deed for the uses and purposes therein mentioned.


Notary Public




ALLIED WASTE INDUSTRIES, INC.

POWER OF ATTORNEY

Allied Waste Industries, Inc., incorporated under the laws of the State of Delaware, and having its chief place of business at 15880 N. Greenway-Hayden Loop, Suite 100, Scottsdale, Arizona, 85260, hereby makes, constitutes and appoints Weible, Cahill & Company, LLC, acting through and by William P. Weible or William F. Cahill, Theresa A. Snow, Esther C. Jimenez, Patricia J. Kenis or Molly Moran, its true and lawful attorney and affix its corporate seal to and deliver for an on behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds and/or bid bonds to the United States of America or agency thereof, including those required or permitted under the laws or regulations relating to Customs or Internal Revenue; license and permit bonds or other indemnity bonds under the laws, ordinances or regulations of any state, city, town, village, board, other body organization, public or private; bonds to transportation companies; lost instrument bonds; lease bonds, worker's compensation bonds; miscellaneous surety bonds; and bonds on behalf of notaries public; sheriffs, deputy sheriffs and similar public officials.
2. Surety bonds and/or bid bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, included, but not limited to, Allied Services, LLC, Allied Waste Systems, Inc., Allied Waste Transportation, Inc., American Disposal Services of Missouri, Inc., and BFI Waste Systems of North America, Inc., in connection with bonds, proposals, or contracts.

To sign and seal all bid bonds and surety bonds on behalf of Allied Waste Industries, Inc. and its subsidiaries, relating to the provision of solid waste collection, transportation, recycling, or disposal services by Allied Waste Industries, Inc. and its subsidiaries. Allied Waste Industries, Inc. hereby agrees to ratify and confirm whatsoever Weible, Cahill & Company, LLC shall lawfully do pursuant to this power of attorney and the procedural guidelines set forth to Weible, Cahill & Company, LLC, and until notice or revocation has been given by Allied Waste Industries, Inc. the acts of the said attorney shall be binding on the undersigned.

IN WITNESS WHEREOF this POWER OF ATTORNEY has been signed this 10th day of April, 2001, on behalf of Allied Waste Industries, Inc. by its Vice President, Legal, Mr. Steven M. Helm.

Allied Waste Industries, Inc.

By: 

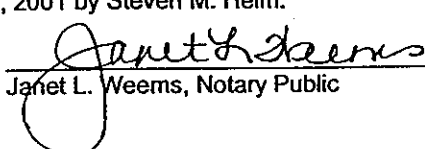
Steven M. Helm

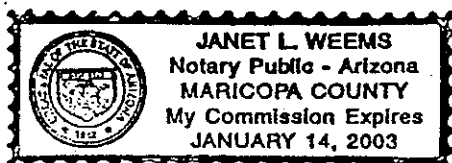
State of Arizona)

) ss.

County of Maricopa)

Subscribed and sworn before me this 10th day of April, 2001 by Steven M. Helm.


Janet L. Weems, Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania (herein called "the CNA Companies"), are duly organized and existing corporations having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

William P. Weible, Molly M. Moran, William Cahill, Kimberly Sawicki, Deborah Buss, Esther C. Jimenez, Amy E. Callahan,
Patricia J. Kenis, Phyllis Boyd, Kimberley K. Libers, Melissa Newman, Individually

of West Chicago, Illinois
 their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature
— In Unlimited Amounts —

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their corporations and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the corporations.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 26th day of September, 2001.



Continental Casualty Company
 National Fire Insurance Company of Hartford
 American Casualty Company of Reading, Pennsylvania

Michael Gengler

Michael Gengler

Group Vice President

State of Illinois, County of Cook, ss:

On this 26th day of September, 2001, before me personally came Michael Gengler to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Chicago, State of Illinois; that he is a Group Vice President of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania described in and which executed the above instrument; that he knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



My Commission Expires June 5, 2004

Eileen T. Pachuta

Eileen T. Pachuta

Notary Public

CERTIFICATE

I, Mary A. Ribikawskis, Assistant Secretary of Continental Casualty Company, National Fire Insurance Company of Hartford, and American Casualty Company of Reading, Pennsylvania do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the corporations printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporations this 20th day of

November, 2001.



Continental Casualty Company
 National Fire Insurance Company of Hartford
 American Casualty Company of Reading, Pennsylvania

Mary A. Ribikawskis

Mary A. Ribikawskis

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article IX—Execution of Documents

Section 3. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President or the Board of Directors, may, at any time, revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 3 of Article IX of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company.

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The Chairman of the Board of Directors, the President or any Executive, Senior or Group Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Executive, Senior or Group Vice President may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"Resolved, that the signature of the President or any Executive, Senior or Group Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 17, 1993 by the Board of Directors of the Company.

"RESOLVED: That the President, an Executive Vice President, or any Senior or Group Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorney-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Senior or Group Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 17th day of February, 1993.

"RESOLVED: That the signature of the President, an Executive Vice President or any Senior or Group Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 17, 1993 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signature and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation."

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM



CA #: 2021047

Date Received: Dec. 17, 2020

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: **Transfer and Disposal of Solid Waste** Contract Number: **14732** Amendment Number: **1**

Requesting Department: **Public Works** Requesting Departmental Contact (Name & Number): **Sharon Smith**
615-862-8715

Contractor's Business Name: **Republic Services, LLC/formerly BFI Waste Services** Name of
Contract Signatory: **Jeremy Jernigan**

Contract Signatory Email Address: **Jjernigan@republicservices.com**

Address: **621 Hill Ave** City: **Nashville** ST: **TN** Zip: **37210**

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: 6/30/27	Include revised schedule if necessary
<input checked="" type="checkbox"/> Contract Value Increase	<p>Original Contract Amount unknown this was a long-term (20) year contract</p> <p>Previously Executed Amendment(s) Amount 0</p> <p>Current Amendment Amount _____</p> <p>Amendment % Increase per ton fee will increase approximately 5% from \$42.80 to \$45/ton in year one and remain at \$45/ton for year two. For the last 3 years of the contract extension and then revert to the contract amount of 2.5% increase annually.</p> <p>Proposed Revised Contract Amount approximately \$41,800,00.00</p>	Include revised fee schedules, budget, and total contract value as appropriate
____ Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input checked="" type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
____ Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:

BU Number: 42142110, 42804520, 4280311 Fund #: 10101, 30501, 30501 Any Other Accounting Info:

Procurement will route in DocuSign for Signature

Department Requester

Suzanne Smith

Requesting Department Director's Signature of Approval

Date

12/17/2020

A2021047

Dec. 17, 2020

2021047

CA #: _____

Dec. 17, 2020

Date Received: _____

To be completed by the Procurement Division

☒ Contract Amendment is Approved (Additional Comments: _____

_____)

☐ Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane Date: 12/18/2020 | 12:04 PM

An ordinance approving Amendment 1 to the contract between Republic Services, Inc. and the Metropolitan Government of Nashville and Davidson County, through the Department of Public Works, for transfer station facilities, operation of transfer station, waste transportation services and disposal service for solid waste, and extending the contract term as allowed in Section 9.02 through 2027.

Republic Services, Inc. formerly BFI Waste Services, LLC

Amendment 1 to the contract adjusts the fees and amends the contract

1. That Section 1.01 Certain Definitions be amended by removing BFI Waste Services, LLC and replacing with Republic Services, Inc.
2. That Section 1.01 Certain Definitions be amended by removing Allied Waste Industries, Inc from the definition of Guarantor and replacing with Republic Services, Inc.
3. That Section 1.01 Certain Definitions be amended by changing Rule 1200-1-11-.02(1)(c) from the definition of Hazardous Waste to 0400-12-1-.02(1)(c).
4. That Section 1.01 Certain Definitions be amended by deleting the definition of Legal Holiday in its entirety and replacing with the following:

Legal Holidays mean those Metro holidays which are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. Holidays may be changed upon the determination of the Director upon thirty (30) days prior written notification to the contractor.
5. That Section 1.01 Certain Definitions be amended by deleting the definition of Long-Term Service Period in its entirety and replacing with the following:

Long Term Service Period means the period of service commencing on July 1, 2002.
6. That Section 1.01 Certain Definitions be amended by adding biosolids in the definition of Municipal Solid Waste after the word litter.
7. That Section 1.01 Certain Definitions be amended by adding Biosolids in the definition of Solid Waste after Yard Waste.
8. That Section 2.07 (d) be amended by adding and ten (10) years if required by FEMA for any disaster debris disposal after years.
9. That Article IV be amended by deleting \$6.00 per ton disposal charge and replaced with solid waste generator fees per Metro Code 10.20.360.
10. That Article IV be amended to add Section 4.06 Education Payments. Contractor shall contribute \$50,000 to Metro's waste reduction programs on July 1, 2022 and each July 1st thereafter for the duration of the renewal term.
11. That Section 9.06 Notices be amended to delete Public Works and Contractor's contact information and replace with:

Department: Metro Public Works
Address: 750 S. 5th Street
Nashville, TN 37206
Attention: Director of Public Works

Contractor: Republic Services, Inc.

Address: 621 Hill Ave.
Nashville, TN 37210

With a copy to:

Republic Services, Inc.
18500 No. Allied Way
Phoenix, AZ 85054

12. That Schedule 3 Legal Holidays be removed in its entirety

13. That Schedule 8 Form of Guaranty Agreement be removed in its entirety and replaced with:

GUARANTY

THIS GUARANTY is made and entered into as of _____, 20__, by _____, a(n) _____ ("Guarantor"), in favor of _____, a(n) _____ (the "Guaranteed Party").

Recitals

A. _____, a(n) _____ ("Subsidiary"), and the Guaranteed Party are parties to that certain _____ Agreement, dated as of _____ (the "Agreement").

B. As an inducement to the Guaranteed Party to enter into the Agreement, Guarantor has agreed to guarantee the performance of Subsidiary's obligations under the Agreement.

In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Guaranty.** Guarantor irrevocably and unconditionally guarantees to the Guaranteed Party the due and punctual performance of each obligation of Subsidiary contained in the Agreement in accordance with its terms and conditions. Guarantor agrees that if Subsidiary shall fail to perform any of its obligations under the Agreement when due in accordance with the terms of the Agreement, it shall, upon demand made by the Guaranteed Party, immediately perform the obligation, to the extent that such performance is required to be made or performed by Subsidiary. Notwithstanding anything to the contrary contained in this Guaranty, this Guaranty pertains only to those obligations owed by Subsidiary under the Agreement, and shall in no way alter or expand any obligation owing under the Agreement or diminish any defense available to Subsidiary under the Agreement. This Guaranty in no way alters the respective obligations, rights, defenses, setoffs, counterclaims, or privileges of the parties to the Agreement, all of which shall be equally available to Guarantor as to Subsidiary in the event the Guaranteed Party makes a claim under this Guaranty. The Guaranteed Party, however, may commence any action or proceeding based upon this Guaranty directly against Guarantor without making Subsidiary a party defendant in such action or proceeding and it shall not be necessary for the Guaranteed Party to bring any action or proceeding first against Subsidiary to recover from the Guarantor.

Guarantor agrees that the obligations of Guarantor pursuant to this Guaranty shall remain in full force and effect without regard to, and shall not be released, discharged or affected in any way by any of the following (whether or not Guarantor shall have any knowledge thereof):

- (a) any termination, amendment, modification or other change in the Agreement;
- (b) any failure, omission or delay on the part of Subsidiary, Guarantor, any or any other guarantor of Subsidiary's obligations to conform or comply with any term of the Agreement;
- (c) any waiver, compromise, release, settlement or extension of time of performance or observance of any of the obligations or agreements contained in the Agreement;
- (d) any dissolution of Guarantor or any voluntary or involuntary bankruptcy, insolvency, reorganization, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, liquidation, marshalling of assets and liabilities or similar events or proceedings

with respect to Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(e) any merger or consolidation of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations into or with any person, or any sale, lease or transfer of any of the assets of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations to any other person; or

(f) any change in the ownership of the capital stock of Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations or any change in the relationship between Subsidiary, Guarantor or any other guarantor of Subsidiary's obligations, or any termination of any such relationship.

2. Representations and Warranties. Guarantor represents and warrants to the Guaranteed Party that this Guaranty has been duly executed and delivered by Guarantor and constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3. Miscellaneous

(a) Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of _____ without reference to the choice of law principles thereof. Any legal action, suit or proceeding arising out of or relating to this Agreement shall be instituted exclusively in the state or federal courts of the State of _____.

(b) No Third Party Benefits. Nothing in this Guaranty is intended, and it shall not be construed, to confer any rights or benefits upon any person other than the Guaranteed Party and no other third party shall have any rights or remedies hereunder.

(c) Notices. All notices and other communications to Guarantor under this Guaranty shall be sufficiently given for all purposes hereunder if in writing and: (i) delivered personally; or (ii) sent by documented overnight delivery service, in each case, to the following:

18500 North Allied Way
Phoenix, AZ 85054
Attn: _____

or to such other address and/or to the attention of such other person as Guarantor may designate by written notice to the Guaranteed Party.

(d) Binding Effect; Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that no party hereto may assign its rights or delegate its obligations under this Guaranty without the express written consent of the other party hereto.

(e) Headings. The headings contained in this Guaranty are inserted for convenience only and will not affect the meaning or interpretation of this Guaranty.

(f) Amendment; No Waiver. This Guaranty may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought. Any party hereto may, only by an instrument in writing, waive compliance by the other party hereto with any term or provision of this Guaranty. The waiver by any party hereto of a breach of any term or provision of this Guaranty shall not be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first above written.

By: _____
Name: _____

Its: _____

14. That Schedule 10 Per Ton Charge be removed in its entirety and replaced with

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component		Total Price/Ton
Year 1 – FY23	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 2 – FY24	\$4.15	+	\$8.60	+	\$32.25	=	\$45.00
Year 3 – FY25	\$4.21	+	\$8.73	+	\$33.17	=	\$46.11
Year 4 – FY26	\$4.28	+	\$8.86	+	\$34.11	=	\$47.25
Year 5 – FY27	\$4.34	+	\$8.99	+	\$35.09	=	\$48.42

Total Number of Tons of Contract Waste Delivered	Transfer Station Component		Transportation Component		Disposal Component	Total Price per Ton	Adjustment Factor
Year 1	4.15	+	8.60	+	32.25	45.00 x	AF
Year 2	4.15	+	8.60	+	32.25	45.00	AF
Year 3	4.21	+	8.73	+	33.17	46.11	AF
Year 4	4.28	+	8.86	+	34.11	47.25	AF
Year 5	4.34	+	8.99	+	35.09	48.42	AF

Certificate Of Completion

Envelope Id: 0C2B1722A45740B38CAB5427A8006743
 Subject: Contract Amendment Request Form for Public Works - A2021047 Republic Services
 Source Envelope:
 Document Pages: 7
 Certificate Pages: 15
 AutoNav: Enabled
 Enveloped Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

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
 12/18/2020 10:28:43 AM

Holder: Procurement Resource Group
 prg@nashville.gov

Location: DocuSign

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: 12/18/2020 10:33:39 AM
 Viewed: 12/18/2020 10:56:14 AM
 Signed: 12/18/2020 10:58:54 AM

Electronic Record and Signature Disclosure:
 Accepted: 12/18/2020 10:56:14 AM
 ID: d13d4fb0-ec99-4bd8-8580-81ecb1e1be72

Michelle A. Hernandez Lane
 michelle.lane@nashville.gov
 Chief Procurement Officer/Purchasing Agent
 Metro
 Security Level: Email, Account Authentication
 (None)

Michelle A. Hernandez Lane

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

Sent: 12/18/2020 10:58:55 AM
 Viewed: 12/18/2020 12:04:27 PM
 Signed: 12/18/2020 12:04:46 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

Sharon Smith
 sharon.smith@nashville.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sharon Wahlstrom
 Sharon.Wahlstrom@nashville.gov
 Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 12/18/2020 12:04:47 PM
 Viewed: 12/18/2020 12:05:23 PM

COPIED

Sent: 12/18/2020 12:04:47 PM
 Viewed: 12/18/2020 12:08:03 PM

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Accepted: 12/17/2020 6:21:14 PM ID: c0c59f4c-a73c-4a28-b978-871073baca02		
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:48 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:48 PM Resent: 12/18/2020 12:04:52 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/18/2020 12:04:49 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/18/2020 10:33:39 AM
Certified Delivered	Security Checked	12/18/2020 12:04:27 PM
Signing Complete	Security Checked	12/18/2020 12:04:46 PM
Completed	Security Checked	12/18/2020 12:04:49 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

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.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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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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 ID: a336fca8-eb77-4d06-adde-6ce7d55d8864

Signer Events	Signature	Timestamp
<p>Jamey Amick jamick@republicservices.com AP Republic Services Inc. Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/20/2021 9:47:14 AM ID: 918a7b48-2b70-42ea-ab55-13aa175de11d</p>	 <p>Signature Adoption: Drawn on Device Using IP Address: 204.13.219.8</p>	<p>Sent: 1/13/2021 3:42:33 PM Resent: 1/20/2021 9:08:58 AM Viewed: 1/20/2021 9:47:14 AM Signed: 1/20/2021 4:14:00 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>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/20/2021 4:14:05 PM Viewed: 1/20/2021 4:14:47 PM Signed: 1/21/2021 9:13:02 AM</p>
<p>Shanna Whitelaw Shanna.Whitelaw@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 9:16:57 AM ID: 958a948f-96a1-4c03-be4d-72de36501b2e</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.240</p>	<p>Sent: 1/21/2021 9:13:06 AM Viewed: 1/21/2021 9:16:57 AM Signed: 1/21/2021 9:20:47 AM</p>
<p>Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 9:33:46 AM ID: bb5ae6b5-940a-4aa0-b29e-eb46b5ee800a</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 9:20:51 AM Viewed: 1/21/2021 9:33:46 AM Signed: 1/21/2021 9:34:56 AM</p>
<p>Kevin Cumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 10:05:56 AM ID: 2747ce88-b87f-4e70-b874-c90ce6652dcd</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 9:35:03 AM Viewed: 1/21/2021 10:05:56 AM Signed: 1/21/2021 10:06:17 AM</p>
<p>Kevin Crumbo/tlo taliamaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p> <p>Electronic Record and Signature Disclosure: Accepted: 1/21/2021 10:05:56 AM ID: 2747ce88-b87f-4e70-b874-c90ce6652dcd</p>	 <p>Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185</p>	<p>Sent: 1/21/2021 10:06:21 AM Viewed: 1/21/2021 10:07:55 AM Signed: 1/21/2021 10:08:11 AM</p>

Signer Events	Signature	Timestamp
Accepted: 1/21/2021 10:07:55 AM ID: 0995cd1a-c514-41a3-a67d-d7305f82ca59		
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/21/2021 10:08:15 AM Viewed: 1/21/2021 11:06:50 AM Signed: 1/21/2021 11:06:57 AM
Electronic Record and Signature Disclosure: Accepted: 1/21/2021 11:06:50 AM ID: f9f9bf6a-ae8a-4ec3-a5f2-c488422364c5		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/21/2021 11:07:01 AM Viewed: 1/21/2021 11:15:45 AM Signed: 1/21/2021 11:16:05 AM
Electronic Record and Signature Disclosure: Accepted: 1/21/2021 11:15:45 AM ID: 18836167-8f1d-4deb-89e5-40b4029f47ba		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/21/2021 11:16:12 AM
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
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)		Sent: 1/21/2021 11:16:09 AM
Electronic Record and Signature Disclosure: Accepted: 1/19/2021 2:20:57 PM ID: 9a881e12-ce5d-4287-a767-192294c5ffa2		
Tara Ladd tara.ladd@nashville.gov Assistant Metropolitan Attorney Security Level: Email, Account Authentication (None)		Sent: 1/21/2021 11:16:11 AM Viewed: 1/21/2021 11:17:41 AM
Electronic Record and Signature Disclosure: Accepted: 1/21/2021 11:15:45 AM ID: 18836167-8f1d-4deb-89e5-40b4029f47ba		

Carbon Copy Events	Status	Timestamp
Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
John Cooper Mayor@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Jemery Frye jeremy.frye@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sharon Smith sharon.smith@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/13/2021 1:10:18 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

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.

3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11.

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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

File #: RS2021-752, Version: 1

A resolution approving Amendment 1 to an agreement between The Metropolitan Government of Nashville and Davidson County and the City of Brentwood, to extend the term of the agreement for a period of one year.

WHEREAS, BL2001-612 approved an agreement on March 20, 2001 between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Brentwood ("City") for Metro to sell water service to City, for a period of twenty (20) years; and,

WHEREAS, Paragraph 12 of the agreement allows for the extension of the agreement at any time by the mutual written consent of the parties, and Metro and City wish to extend the term of the current agreement for a period of one year; and,

WHEREAS, Amendment 1, attached hereto and incorporated herein, extends the term of the agreement one (1) year; and,

WHEREAS, the extension is needed for Metro and City to develop a new long-term agreement providing water to the City; and,

WHEREAS, Ordinance No. BL2001-612 provides that amendments to the legislation shall be approved by resolution.

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

Section 1. That Amendment 1 to an agreement between The Metropolitan Government of Nashville and Davidson County and the City of Brentwood, to extend the term of the agreement for a period of one year, 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 amendment to an agreement between Metro and the City of Brentwood pertaining to the sale of water to Brentwood to extend the agreement for one year. Ordinance No. BL2001-612 approved an agreement Metro and Brentwood for Metro to sell water service to Brentwood for a period of 20 years, which may be extended by mutual agreement of the parties. Metro has contractually agreed to provide the City of Brentwood with water dating back at least to 1985. Under the term of the agreement, Metro provides Brentwood with a maximum daily volume of 2,500,000 gallons per year. The City of Brentwood is charged the same rate as our other industrial and commercial customers.

This resolution extends the term of the agreement for one year in order to develop a new long-term

agreement. Ordinance No. BL2001-612 provides that amendments to the agreement may be approved by resolution.

FIRST AMENDMENT TO WATER AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT AND THE CITY OF BRENTWOOD

THIS FIRST AMENDMENT TO WATER AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT AND THE CITY OF BRENTWOOD (this "Amendment 1"), dated effective this day of _____, 2021 is entered into by and between the Metropolitan Government of Nashville and Davidson County, through the Department of Water and Sewerage Services ("Metro") and the City of Brentwood ("City").

RECITALS:

WHEREAS, BL2001-612 approved an agreement on March 20, 2001 between The Metropolitan Government of Nashville and Davidson County ("Metro") and the City of Brentwood ("City") for Metro to sell water service to City, for a period of twenty (20) years; and,

WHEREAS, Paragraph 12 of the agreement allows for the extension of the agreement at any time by the mutual written consent of the parties, and Metro and City wish to extend the term of the current agreement for the period of one year; and,

WHEREAS, the extension is needed for Metro and City to develop a new long-term agreement providing water to the City; and,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. That the term of the agreement shall be extended for a period of one (1) year.
2. That the parties will develop a new long-term agreement.
3. Affirmation. Except as expressly modified or amended herein, all of the terms, provisions and conditions of the Contract shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 effective as of the date first above-written.

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY:

CITY OF BRENTWOOD:

John Cooper, Mayor

By: _____

RECOMMENDED BY:

Scott Potter, Director
Department of Water and Sewerage Services

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO AVAILABILITY OF
FUNDS:

Kevin Crumbo, Director
Department of Finance

City Attorney

APPROVED AS TO FORM AND LEGALITY:

Metropolitan Attorney

Metropolitan Clerk

Date: _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-753, Version: 1

A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of Hanna Anki against the Metropolitan Government of Nashville and Davidson County in the amount of \$25,342.90, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on October 23, 2020, a water main leak occurred under the paved parking lot at 2830 Gallatin Pike causing extensive property damage to the paved parking lot; and,

WHEREAS, after investigation, the Department of Law believes the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that the property damage claim of Hanna Anki be compromised and settled for a total of \$25,342.90, 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 property damage claim of Hanna Anki for the sum of \$25,342.90, 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

The resolution authorizes the Department of Law to settle the property damage claim of Hanna Anki against the Metropolitan Government for the amount of \$25,342.90 to be paid out of the self-insured liability fund. Metro Water Services (MWS) had been called out to Ms. Anki's property located at 2830 Gallatin Pike several times because of water in the parking lot. MWS initially determined that the problem was the result of a spring under the parking lot. However, after further investigation, it was determined that the problem was caused by a water main leak. Ms. Anki spent \$19,442.90 to repair the parking lot and lost \$5,900 in rent while the parking lot was unusable.

The Department of Law recommends settling the claim for the total amount of the costs to repair the parking lot and the lost rent since Metro failed to initially identify the water main leak.

Fiscal Note: This \$25,342.90 settlement, along with the settlement per Resolution Nos. RS2021-749 and RS2021-754, would be the 24th, 25th, and 26th payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,602,214. 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 22, 2021

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

Re: *Hanna Anki 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,

A handwritten signature in black ink, appearing to read "RE Cooper, Jr.", with a stylized flourish at the end.

Robert E. Cooper, Jr.
Director of Law

Enclosures



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: RS2021-754, **Version:** 1

A resolution authorizing the Metropolitan Department of Law to compromise and settle the property damage claim of the Nolensville College Grove Utility District against the Metropolitan Government of Nashville and Davidson County in the amount of \$70,503.00, with said amount to be paid out of the Self-Insured Liability Fund.

WHEREAS, on December 10, 2020, a broken water meter was being replaced at a pump station belonging to the Nolensville College Grove Utility District by Metropolitan Water and Sewer Department personnel when it separated, thereby filling the building with water, breaking down a door and wall, causing extensive property damage; and,

WHEREAS, after investigation, the Department of Law believes the settlement listed in Section 1 is fair and reasonable and in the best interest of the Metropolitan Government and recommends that the property damage claim of the Nolensville College Grove Utility District be compromised and settled for a total of \$70,503.00, 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 property damage claim of the Nolensville College Grove Utility District for the sum of \$70,503.00, 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

The resolution authorizes the Department of Law to settle the property damage claim of the Nolensville/College Grove Utility District against the Metropolitan Government for the amount of \$70,503 to be paid out of the self-insured liability fund. On December 10, 2020, a Metro Water Services crew was attempting to replace a broken water meter at the Utility District's pump station located at 6588 Bluff Road. The water meter separated causing the building to flood. The Utility District incurred expenses totaling \$70,503 to repair the damage to the pump station building.

The Department of Law recommends settling the claim for the total amount of the costs to repair the damage caused by the Metro employees. The three employees involved received disciplinary action consisting of a verbal reprimand.

Fiscal Note: This \$70,503 settlement, along with the settlement per Resolution Nos. RS2021-749 and RS2021-753, would be the 24th, 25th, and 26th payments from the Self-Insured Liability Fund in FY21 for a cumulative total of \$1,602,214. 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 22, 2021

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

Re: *Nolensville College Grove Utility District 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,

A handwritten signature in black 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

File #: BL2021-617, **Version:** 1

An ordinance repealing Resolution No. RS2020-154 pertaining to the \$10,000,000 annual Metro Water Services payment in lieu of taxes, and amending Chapter 15.32 of the Metropolitan Code to reduce water rates to offset the \$10,000,000.

WHEREAS, on December 3, 2019, the Metropolitan Council enacted Ordinance No. BL2019-45, as amended, which implemented a water and sewer rate increase; and

WHEREAS, as part of the rate increase approved by Ordinance No. BL2019-45, Metro Water Services (MWS) factored in a \$10,000,000 additional annual payment in lieu of taxes to the Metropolitan Government; and

WHEREAS, on January 7, 2020, the Metropolitan Council approved Resolution No. RS2020-154 directing MWS to make a payment in lieu of ad valorem taxes on MWS property within the geographical jurisdiction of the Metropolitan Government to the general fund of the Metropolitan Government in the amount of \$10,000,000 annually; and

WHEREAS, to date, general fund revenues of the Metropolitan Government have exceeded revenue projections by more than \$10,000,000; and

WHEREAS, the Metropolitan Council has determined that it is in the best interest of the MWS ratepayers that the water rates be adjusted to reflect the repeal of the \$10,000,000 annual payment in lieu of taxes.

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

Section 1. That Resolution No. RS2020-154 is hereby repealed in its entirety. All monthly installments of the payments in lieu of taxes shall cease as of the effective date of this ordinance.

Section 2. That Section 15.32.020 of the Metropolitan Code is hereby amended by amending Table 15.32.020(a) to reduce the monthly meter charge for a 5/8" residential meter size by five cents (\$0.05) per month, shown as follows:

Meter Size (inches)	Monthly Service Charge (\$)				
	Year 2020	Year 2021	Year 2022	Year 2023	Year 2024
5/8	5.09 <u>04</u>	5.30 <u>25</u>	5.45 <u>40</u>	5.62 <u>57</u>	5.79 <u>74</u>

Section 3. This 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 AVAILABILITY
OF FUNDS:

Kevin Crumbo
Director of Finance



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-618, **Version:** 1

An ordinance providing for the waiver of certain building permit fees for the repair or rebuilding of property damaged as a result of the December 25, 2020, blast.

WHEREAS, Davidson County experienced a blast in the early morning hours of December 25, 2020, significantly damaging multiple buildings, residences, and businesses; and,

WHEREAS, the damage from the blast resulted in the Declaration of a State of Emergency by Mayor John Cooper, Governor Bill Lee, and President Donald Trump; and,

WHEREAS, the repair and rebuilding of the damaged structures will be costly and will create an economic hardship for many property owners as they recover from this disaster; and,

WHEREAS, the Metropolitan Government of Nashville and Davidson County desires to assist its residents and businesses as they rebuild their lives by waiving all or a portion of the fees for building permits.

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

Section 1. (a) Notwithstanding the provisions of Title 16 of the Metropolitan Code, and conditioned on the provisions of subsection (b) of this section, fees shall be waived for all property owners (or their authorized agents) for a building permit obtained for demolishing, repairing, or rebuilding an owner's property and for water, sanitary, and stormwater services for in-kind replacement.

(b) Conditions:

1. The permits are obtained to repair damage to the owner's property caused by the December 25, 2020, blast.
2. The permits are obtained on or before one year from the effective date of this ordinance.
3. The permits are issued to construct, alter, repair, or demolish any building or structure or part thereof or any appurtenances connected or attached thereto.
4. The owner must provide evidence satisfactory to the director of codes administration or his designee that the work is being performed as a result of damage as provided in subsection (b)(1), above.
5. Property owners who paid building permit fees for December 25, 2020, blast-related damage

prior to the effective date of this ordinance shall be entitled to a refund.

6. Permit fees for water, sanitary, and stormwater services will be waived if the permittee is replacing site improvements with in-kind service demands. If the permittee adds volume, including a change in water tap and/or meter size, fees will be assessed to equal the difference between the existing tap/meter fee and the fee for the requested larger size(s).

(c) In order to be eligible for the permit fee waiver, the property owner or their authorized agent must sign an affidavit on a form prescribed by the Department of Codes Administration attesting that the permit fees are not eligible for reimbursement from property insurance or other funding sources.

Section 2. Any renovation or rebuilding permitted as a result of the December 25, 2020, blast that requires sidewalks and street trees pursuant to Section 17.20.020 of the Metropolitan Code is exempt from those requirements.

Section 3. The period for the waivers authorized by this ordinance may be extended by the Metropolitan Council by a resolution receiving twenty-one affirmative votes.

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



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-619, **Version:** 1

An ordinance to amend Title 17 of the Metropolitan Code of Laws, the Zoning Ordinance of the Metropolitan Government of Nashville and Davidson County, to amend Chapters 17.24 and 17.40 to add language pertaining to plans for street trees and streetscape, all of which is described herein (Proposal No. 2021Z-001TX-001)

WHEREAS, The Council of The Metropolitan Government of Nashville and Davidson County has prioritized the preservation of and addition to the urban tree canopy; and

WHEREAS, The Metropolitan Government recognizes the importance of street trees on the health of our environment and the aesthetics of our city; and

WHEREAS, The Metropolitan Planning Department regularly works with communities to plan the future of their major corridors; and

WHEREAS, the citizens of Nashville and Davidson County prioritize the importance of trees in the health and aesthetics of our city.

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

Section 1. That Chapter 17.24 of the Metropolitan Code is hereby amended by adding the following under Article I. - General Provisions:

17.24.075 - Plans for Street Trees and Streetscape

A. Adoption. The Metropolitan Planning Commission shall review and adopt plans for streetscapes and street trees created for specific geographic areas within Davidson County.

B. Review and enforcement. Compliance with a street tree/streetscape plan shall be reviewed and enforced by the urban forester according to the provisions of this section. Where street trees required by an adopted plan are to be located within the public right-of-way, the urban forester shall consult with the director of public works and/or the director of water services, or their designees, in review and enforcement of the plan. A street tree/streetscape plan shall be designated as a layer in GIS and mapping systems, and all parcels affected by a street tree/streetscape plan shall be flagged on all permitting.

C. Applicability.

1. Multi-family or non-residential development or redevelopment. All provisions of this section shall apply to the development or redevelopment of multi-family or non-residential property which includes one or more of the following:

- a. Construction of a new structure on a vacant lot, including lots on which all structures have been or are planning to be demolished; or
- b. The cost of any one renovation equal to or greater than fifty percent of the current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than seventy-five percent of the current appraised value of all structures on the lot; or
- c. The cost of any one expansion equal to or greater than twenty-five percent of the

current appraised value of all structures on the lot, or the value of multiple renovations during any five-year period equal to or greater than fifty percent of the current appraised value of all structures on the lot; or

- d. The total building square footage of any one expansion is equal to or greater than twenty-five percent of the total square footage of all structures on the lot, or the total building square footage of multiple expansions during any five-year period is equal to or greater than fifty percent of the total square footage of all the structures on the lot.
2. Single-family or two-family construction. All provisions of this section shall apply to the construction of new single-family or new attached or detached two-family structure(s) on a vacant lot, including lots on which all structures have been or are planned to be demolished.

D. Installation and maintenance.

1. Trees shall be installed according to the provisions of the Metro Nashville Street Tree Specifications prepared and maintained by Metro Water Services in conjunction with Metro Public Works, Planning and Codes.

2. The owner of the property frontage along with the street trees are installed shall maintain the trees installed per this title according to the provisions of the Metro Nashville Street Tree Specifications. The owner of the property frontage shall execute and record a restrictive covenant agreeing to these maintenance responsibilities.

3. Trees installed pursuant to this section shall be eligible for credit toward the tree density required by Article II, Tree Protection and Replacement, of this Chapter.

E. Modifications and amendments. The urban forester shall have the authority to grant minor modifications to the adopted street tree plan including, but not limited to, adjustments in spacing or planting location that do not alter the overall concept of the adopted street tree/streetscape plan. Minor modifications may be granted based on existing physical site conditions such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, or steep topography. Modifications that alter the overall concept of the adopted plan shall be considered major and require amendment of the plan by the Metro Planning Commission.

F. Waivers and compliance. The zoning administrator may waive, in whole or in part, the requirements of this section upon request by the property owner or its agent due to existing physical features on the property such as utilities, a ditch or drainage ditch, historic wall(s) or stone wall(s), existing trees, steep topography, or other hardship. In addition to the urban forester, the zoning administrator shall consult with the executive director of the planning department, or their designee, and where appropriate the director of public works and/or the director of water services, or their designees, prior to making any final determination.

G. Appeals to the Board of Zoning Appeals. The provisions of this section may be varied or interpretations appealed in conformance with Chapter 17.40, Administration and Procedures. The board of zoning appeals may require a contribution to the tree bank, as provided for in Section 17.40.480 of this title, or other appropriate mitigation for the loss of the trees required by the street tree/streetscape plan as a condition of the variance. The board of zoning appeals shall not accept an application until the zoning administrator has made a determination on the requirement as set forth in this chapter.

Section 2. That Subsection 17.40.340.B of the Metropolitan Code is hereby amended by adding the following to the list of Sections/Tables that may not be varied without first considering a recommendation from the planning commission:

Section 17.24.075

Section 3. This Ordinance shall 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.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-620, **Version:** 1

An ordinance amending Chapters 17.36 and 17.40 of Title 17 of the Metropolitan Code to create a Detached Accessory Dwelling Unit (DADU) Overlay District. (Proposal No. 2021Z-002TX-001).

WHEREAS, the relative lack of affordable housing in the center-city of Nashville is an obstacle to living close to jobs and educational opportunities; and

WHEREAS, the fastest growing demographics in Nashville are in households without children, who frequently do not require a large dwelling unit; and

WHEREAS, NashvilleNext Plan envisions increased density along major corridors into and around the city while preserving the character of existing neighborhoods as the corridor housing transitions into the surrounding neighborhoods; and

WHEREAS, Public transit along these corridors is a more effective and environmentally friendly way to commute to work or other destinations, and can provide opportunities for residents to live without a car; and

WHEREAS, Many neighborhoods have downzoned from R to RS to reduce the economic pressure to demolish existing homes and replace them with two full size homes on a single lot; and

WHEREAS, Many homeowners in RS zoned areas have expressed a desire to add a detached structure to their home that can be used in a variety of ways, including for long-term rentals, that can be “neighborhood friendly” with a properly designed overlay; and

WHEREAS, a Detached Accessory Dwelling Unit can provide additional income allowing some homeowners to remain in their homes despite gentrification and rising costs; and

WHEREAS, Overlays are generally implemented with majority support of the affected neighbors, giving existing homeowners say in their housing opportunities and in their neighbors’ opportunities.

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

Section 1. That Chapter 17.36 of the Metropolitan Code is hereby amended by adding the following new Article XIV entitled “Detached Accessory Dwelling Unit (DADU) Overlay District”.

17.36.680 Purpose and intent.

The DADU overlay district provides additional housing options in the Urban Zoning Overlay.

17.36.690 Overlay designation.

A DADU overlay district shall be created within the Urban Zoning Overlay according to the procedures of Chapter 17.40, Article III and depicted as a geographical area on the official zoning map.

17.36.700 Design guidelines.

A detached self-sufficient dwelling unit shall be allowed accessory to a principal structure subject to the standards set forth in Section 17.16.030.G of this zoning code.

17.36.710 Permitted land uses.

The range of land uses permitted within a DADU overlay district shall be those permitted by the underlying zoning district(s) as established by the zoning district land use table of Section 17.08.030 and accessory dwelling, detached. On any lot where a new accessory dwelling, detached is built, short term rental property, owner occupied, is not a permitted use in the accessory dwelling unit.

17.36.720 Bulk Provisions.

The bulk provisions of the base zoning district shall apply.

17.36.730 Detached Accessory Dwelling Unit Overlay District.

- A. Application of a DADU overlay.
 - 1. A DADU overlay shall consist of a minimum of 30 contiguous lots. For the purposes of this overlay, lots on opposing block faces and opposite sides of alleys shall be considered contiguous.
 - 2. A DADU overlay shall be bounded on all sides by streets, alleys, railroads, rivers or other separations so that no lot lines are shared with properties that are not in the overlay district.
- B. Planning Commission Recommendation. The planning commission shall review a proposed DADU overlay district application for conformance with the General Plan. The planning commission shall act to recommend approval or disapproval of the application. Within ten working days of an action, the commission's resolution shall be transmitted in writing to the applicant, the metro clerk, the zoning administrator and all other appropriate governmental departments.
- C. Council Consideration. The metropolitan council shall consider an ordinance establishing a DADU overlay district according to the procedures of Article III of this chapter (Amendments). All property owners within and proximate to a proposed DADU overlay district shall be notified according to the procedures of Article XV of this chapter.
- D. Final Site Plan Approval. For property located within a DADU overlay district, a final site plan application shall be submitted for review and approval by the Zoning Administrator in a manner consistent with the procedures of Section 17.40.170A. The applicant is required to submit all necessary information to the Zoning Administrator and to certify the accuracy of the submitted information.
- E. Changes to a DADU Overlay District Boundary. A proposed change in the geographic boundary of a DADU overlay district on the official zoning map shall be considered by the council according to the procedures of Article III of this chapter (Amendments).

Section 2. Section 17.40.740 of the Metropolitan Code is hereby amended by deleting subsection C.3 in its entirety and substituting with the following:

“Applying the urban design overlay district, historic preservation district, neighborhood conservation district, urban zoning overlay district, contextual overlay district, corridor design overlay district, detached accessory dwelling unit overlay district, or detached accessory dwelling unit overlay district as provided in Chapter 17.36;”

Section 3. That this Ordinance shall take effect five (5) days from and 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.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-621, **Version:** 1

An Ordinance amending Sections 17.40.720 and 17.40.730 of the Metropolitan Code, Zoning Regulations, to require additional public notice regarding applications for permits from the Historic Zoning Commission (Proposal No. 2021Z-003TX-001).

BE IT ENACTED BY THE METROPOLITAN COUNCIL OF NASHVILLE & DAVIDSON COUNTY:

Section 1. That Section 17.40.720 of the Metropolitan Code is hereby amended by adding the following new subsection D.:

D. Historic Zoning Commission Preservation Permits. No action shall be taken by the historic zoning commission on a preservation permit application under Section 17.40.420 unless, at least twenty-one days prior to consideration of the application by the commission, the permit applicant provides written notice by U.S. Mail of the date, time, and place of the commission meeting to all property owners within one thousand feet of the subject property. The applicant shall be responsible for the costs associated with the preparation and mailing of such written notices.

Section 2. That Section 17.40.730 of the Metropolitan Code is hereby amended by deleting the first sentence and replacing it with the following:

Public notice signs shall be posted in accordance with the following provisions on any property subject to council consideration of an amendment to the official zoning map, to the consideration of a variance, hillside exception or a special exception use permit by the board of zoning appeals, or to the consideration of a preservation permit application under Section 17.40.420 by the historic zoning commission.

Section 3. Be it further enacted, that this ordinance shall 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.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-622, **Version:** 1

An ordinance to amend the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County, by changing the name of Carney Street from 4th Avenue South to Ensley Boulevard to “Bianca Paige Way”. (Proposal No. 2021M-002SR-001)

WHEREAS, Mark Middleton, better known as “Bianca Paige”, was a longtime local favorite on the drag circuit, and a well-loved fixture among Nashville’s LGBTQ+ community; and

WHEREAS, Middleton moved from his hometown of Paducah, Kentucky to Nashville in the 1990s and subsequently created and perfected his alter ego, Bianca Paige, “The Pantomime Rage”; and

WHEREAS, Bianca Paige could not be contained, becoming an out-and-proud icon in Nashville, and was among one of the first drag queens a lot of people ever saw in the city at the time; and

WHEREAS, in addition to her must-see drag performances in Music City, Bianca Paige used her voice and presence to be a strong advocate for HIV/AIDS related causes; and

WHEREAS, Paige raised more than \$1 million for AIDS related charities and donated time to Nashville CARES, Nashville Pride, Vanderbilt’s AIDS/HIV vaccine studies, Vanderbilt Children with AIDS, The Conductors, Human Rights Campaign, as well as served as spokesperson for “The Bianca Paige Awareness Network”, an organization dedicated to AIDS awareness and prevention; and

WHEREAS, in June 2010, Bianca Paige succumbed to lymphoma, and her presence in Nashville was and still is, deeply missed; and

WHEREAS, in the summer of 2020, the Metropolitan Government recognized the 10th anniversary celebration of Bianca Paige Day and read a proclamation in her honor; and

WHEREAS, the request for the street name change has been submitted by Colby Sledge, 17th District Council Member, in consultation with the Metropolitan Council LGBTQ Caucus, applicant; and

WHEREAS, the proposed request to change the name of this right-of-way has been submitted to the Metropolitan Planning Commission, and other relevant agencies of the Metropolitan Government of Nashville and Davidson County, in accordance with Metropolitan Code § 13.08.015; and

WHEREAS, the community deems it appropriate that said street name be changed.

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

Section 1. That the Geographical Information Systems Map for The Metropolitan Government of Nashville and Davidson County is hereby amended, as follows:

Renaming Carney Street from 4th Avenue South northeastwardly to Ensley Boulevard as “Bianca Paige Way”, all of which is more particularly described by lines, words, and figures on the sketch, which is attached hereto as Exhibit A and made a part of this ordinance as though copied herein.

Section 2. The Director of the Department of Public Works is hereby authorized and directed, upon the

enactment and approval of this ordinance, to cause said change to be made on said Map 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. 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.

Metropolitan Government Department of Public Works

750 South 5th Street ♦ Nashville, TN 37206 ♦ (615) 862-8750 ♦ www.nashville.gov/pw

Mandatory Referral Application: *Street Renaming*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 1-21-2021

Street Location & Proposed Name: CARNEY ST TO BE RENAMED "BIANCA PAIGE WAY"

Describe where renaming will occur and the proposed name

FROM 4TH AVE S NORTHEASTWARDLY TO ENSLEY BLVD

Reason for Renaming: (If street name is in honor of an individual, please attach a biography of individual.)
To honor Bianca Paige for her activism and fundraising for AIDS-related Nashville charities,
her status as a Nashville drag icon, and her unrecognized heroism in celebrating and
advocating for LGBTQ+ Nashvillians.

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☐ Property Owner ☒ Other: Metro Councilmember

Name: Councilmember Colby Sledge

Business: _____

Address: 1 Public Square, Suite 204

City: Nashville State: TN Zip: 37219

Phone: 615-862-6780

business home business mobile

Fax: _____
business home business mobile

E-mail: colby.sledge@nashville.gov

Applicant's Signature: [Signature]

Filing Fee (All application fees are non-refundable)

Street / Alley Renaming \$200.00

Amount paid: \$ N/A

Accepted by: [Signature]

Date: 1-21-2021

Mandatory Referral ✓ Checklist

☒ Mandatory Referral Application

☒ Filing Fee \$200 (All application fees are non-refundable)
Cash or check. If check, make payable to "Metropolitan Government". Credit cards not accepted.

☒ Property Map
Highlight with marker location of street or alley to be renamed.

☐ Property Owner Signatures
Signatures of all property owners abutting street (or section) to be renamed, agreeing to proposed new street name. (Try and get as many as you can. The more the better otherwise street's renaming could be delayed by people being confused or objecting to renaming).

☒ Biography
If the street is to be renamed after an individual, a biography of that individual must be submitted with this application. (Streets cannot be renamed after living persons or persons who have died within two years of this application's submittal.) Failure to provide this information will deem your application *incomplete* and postpone your application's consideration by the Metropolitan Planning Commission.

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

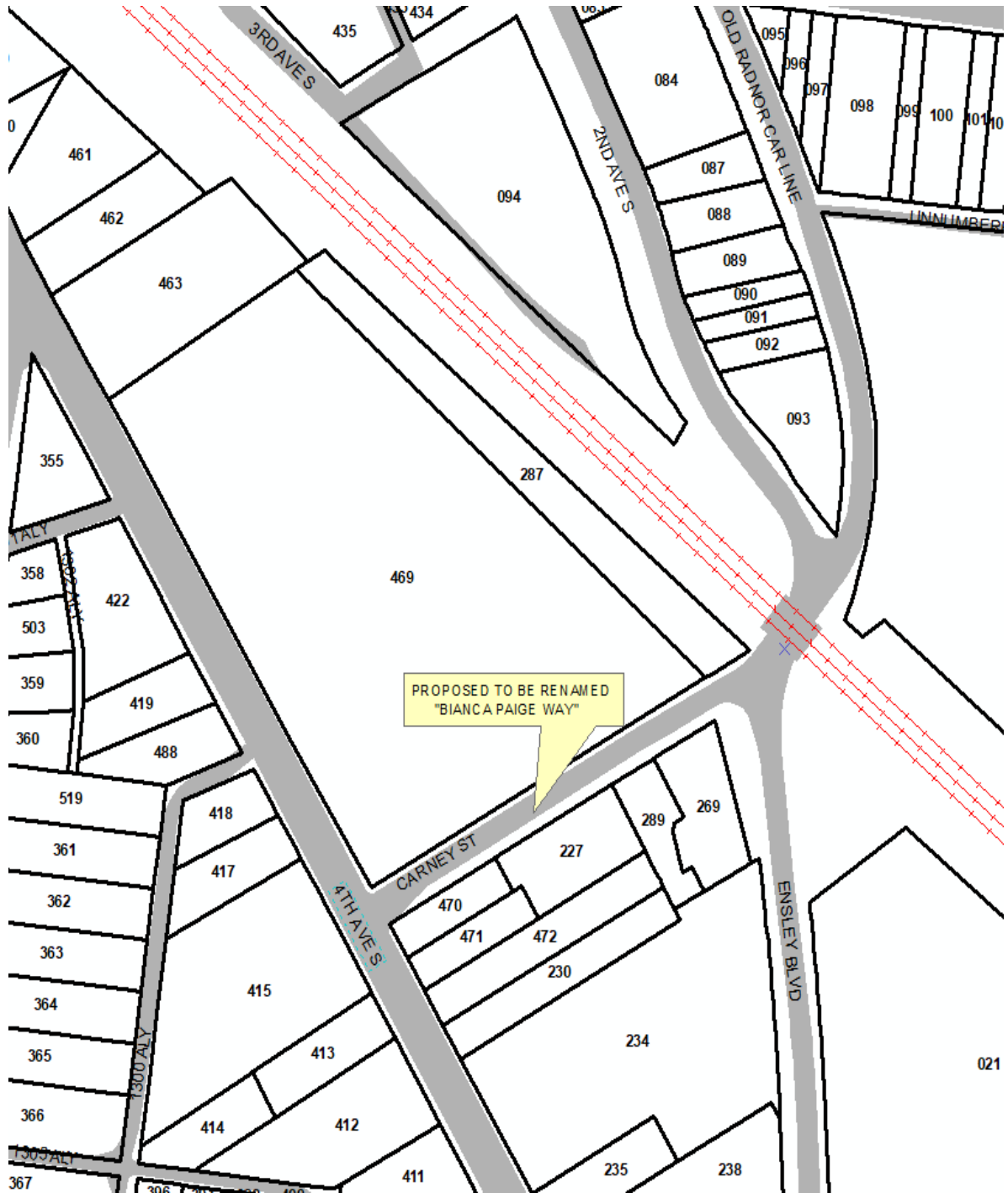
As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Planning Commission to rename our street. We live adjacent to this street and consider ourselves an affected property owner.

If this street is renamed, we understand the following process will occur and by our signature agree to this occurring:

- I/we understand that if the Metro Council should decide to rename this street, the Metro Public Works Department will notify the U.S. Post Office of the name change. The Post Office will deliver mail addressed to my current street name for one year after the new street name is approved. Thereafter, it will be returned to the sender. I understand I am responsible for notifying all family, friends, credit card companies, banks, mortgage companies, insurance companies, governmental agencies (e.g. Social Security, IRS, TennCare) etc. of the street name change should it be approved.
- I/we understand street renamings require a recommendation to the Metro Council from the Metro Planning Commission and the E-911 Board.
- I/we understand that not everyone who lives on the street must approve the street renaming. It may be renamed in spite of objections by property owners by the Metro Council in order to protect the public health, safety, and welfare and to improve E-911 efficiency and system operations.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
MTP-1414 14TH AVE S, LLC	1414 14TH AVE S NASHVILLE, TN 37210		105-7 105-8	469 287
PROPCO-303 CARNEY ST, LLC	303 CARNEY ST NASHVILLE, TN 37210		105-8	269
JENNIFER YUEN LE	305 CARNEY ST NASHVILLE, TN 37210		105-8	289
PROPCO-1500 4TH AVE S, LLC	307 CARNEY ST NASHVILLE, TN 37210 1500 4TH AVE S NASHVILLE, TN 37210		105-8 105-7	227 470

Exhibit A



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR



DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

Memorandum

To: Lucy Kempf, Planning Department
From: Bonnie Crumby, Public Works
Date: January 21, 2021
REF: Carney St proposed to be renamed "Bianca Paige Way"
Map 105-7,8 / District 17

Attached is the Mandatory Referral Application from Councilmember Colby Sledge requesting that Carney St be renamed "Bianca Paige Way". It is requested that this application be accepted without the adjoining property owners' signatures.

The following portion of roadway is proposed to be renamed:

Carney St from 4th Ave S northeastwardly to Ensley Blvd is to be renamed "Bianca Paige Way".

A biography for Bianca Page is included with the application.

Also included is a portion of the Property Map showing the location of the Carney St requested to be renamed.

Please process this application. Let me know if you have any questions regarding the proposed street renaming.

cc: Colby Sledge, 17th District Council Member
Sharon O'Conner, Planning Department
Lisa Milligan, Planning Department
Shawn Shepard, Planning Department
Danielle Godin, Council Office



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-623, **Version:** 1

An ordinance approving and authorizing the Director of Public Property Administration, or his designee, to accept a donation of real property consisting of 15.91 acres, a portion of Parcel ID 18700000100, for use as a proposed school site (Proposal No. 2021M-001PR-001).

WHEREAS, Regent Homes, LLC owns property consisting of 112.92 acres in Davidson County located at 0 Burkitt Road (the "Property"), described on the Exhibit Plat, attached hereto, that is suitable for a school; and,

WHEREAS, Regent Homes, LLC proposes to donate the Property to the Metropolitan Government of Nashville and Davidson County ("Metropolitan Government") for use as part of the school system; and,

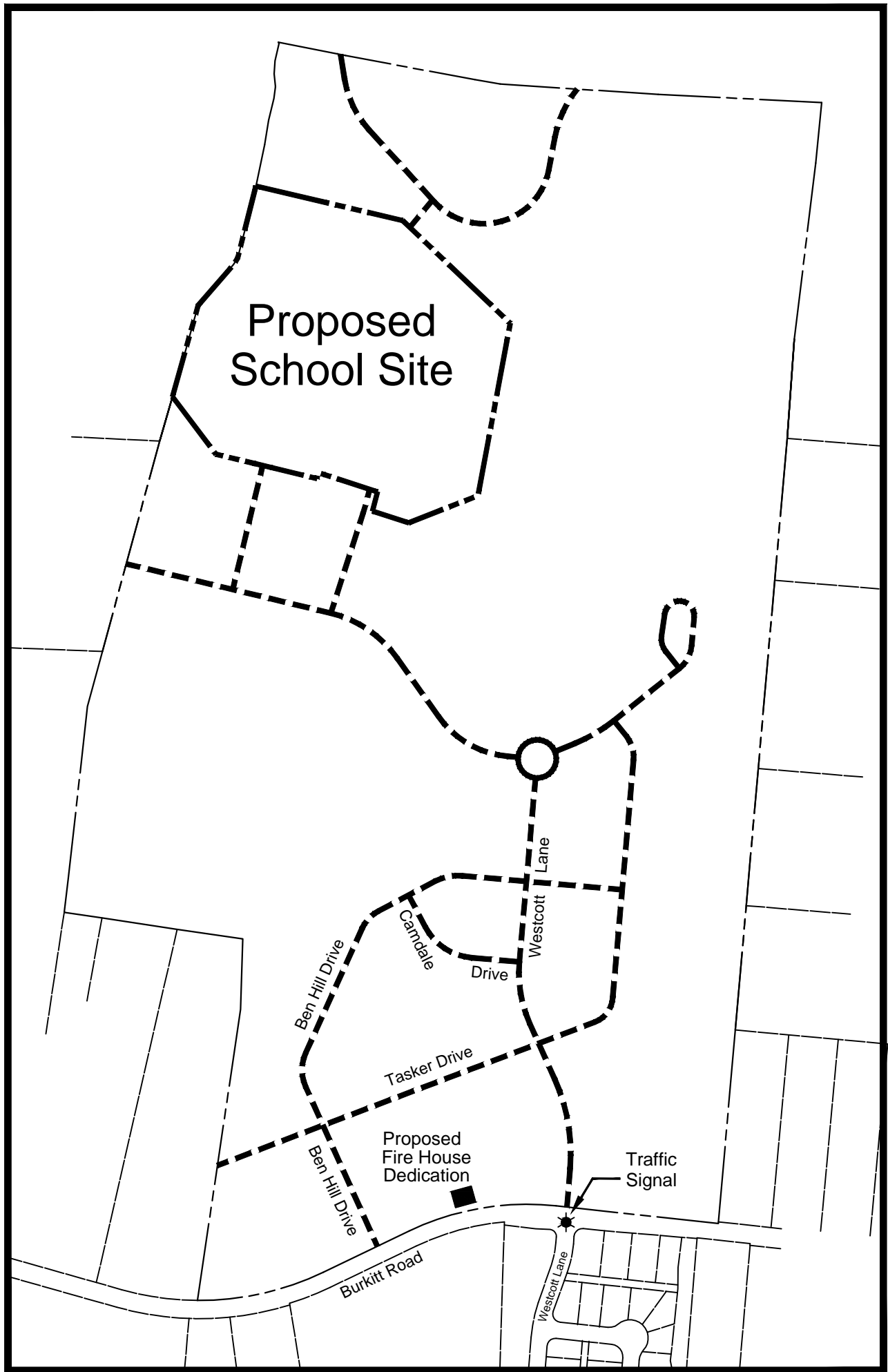
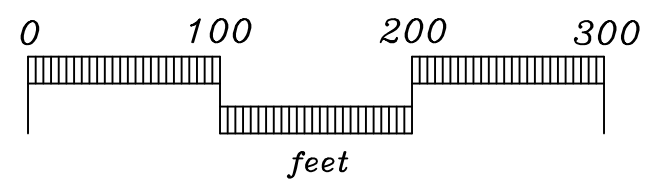
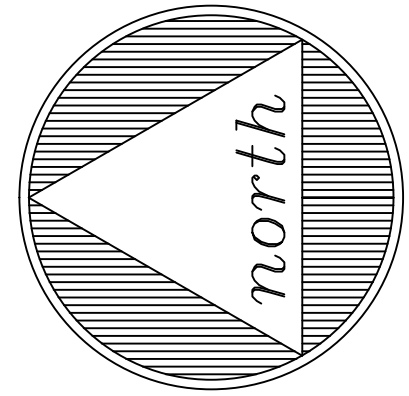
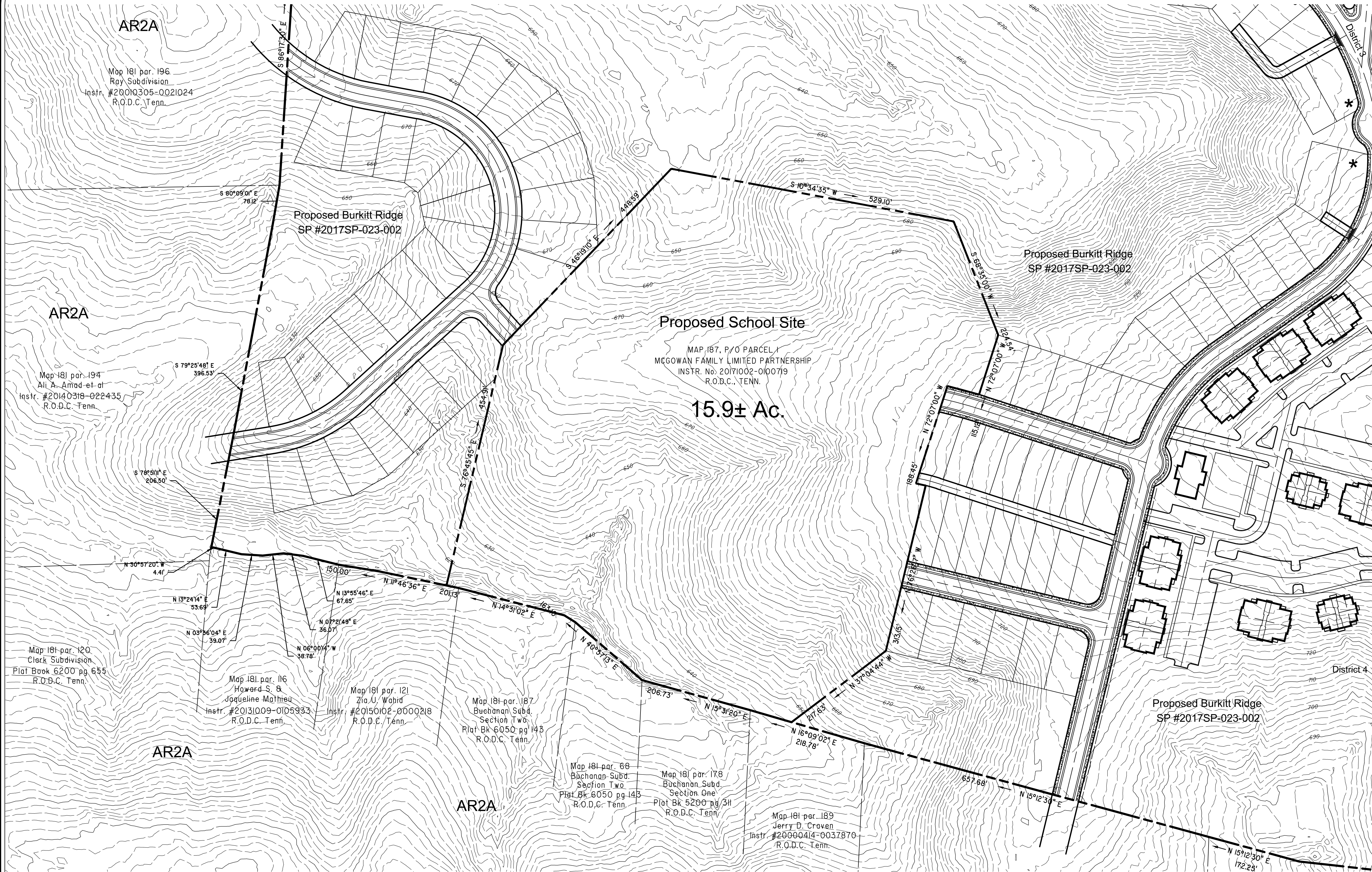
WHEREAS, the Board of Education recommends acceptance of the donation of the Property; and,

WHEREAS, acceptance of the donation of the Property will benefit the citizens of Davidson County by enhancing the availability of educational opportunities in Davidson County.

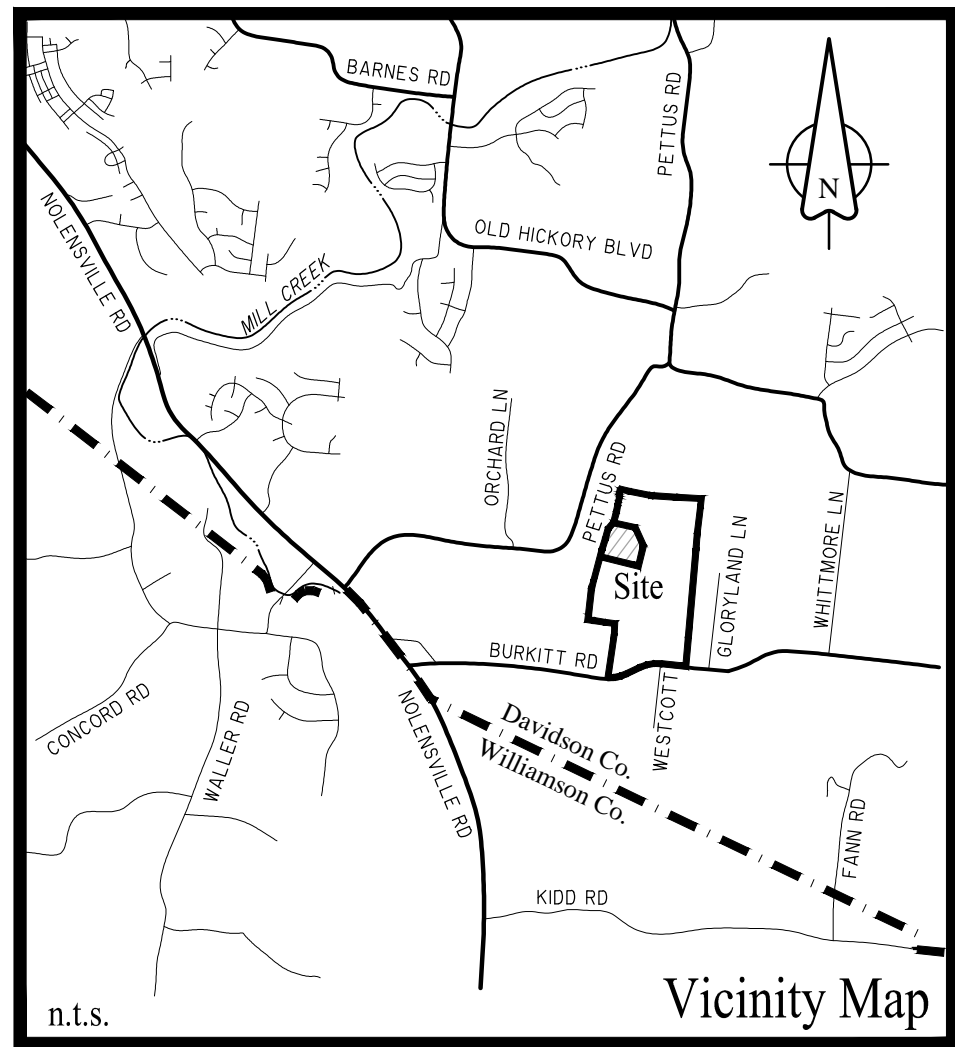
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE:

Section 1. The Director of Public Property Administration, or his designee, is hereby authorized to execute such documents as may be necessary to effectuate the donation of the Property described on the Exhibit Plat, attached hereto, from Regent Homes, LLC to the Metropolitan Government for use as part of its school system.

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.



Street Access Exhibit



Notes:

1. Property Map 187, a portion of parcel 1
31st Council District, Davidson County, Tennessee
2. Property Owner: McGowan Family Limited Partnership
Instr. No. 20171002-010079
R.O.D.C. Tenn.
3. Proposed Site contains 15.9 Acres, more or less.
4. Existing Zoning : SP (Burkitt Ridge, SP No. 2017SP-023-002)
5. This Exhibit Plat is for illustrative purposes only. Exact boundary lines and acreages are subject to change. This exhibit should not be construed to be a certified land survey.

Exhibit Plat
Proposed Public School Site
Burkitt Ridge
31st Council District
Nashville, Davidson County, Tennessee

PREPARED FOR:
Regent Homes, LLC

Date: January 29, 2020 - Scale: 1" = 100'

Anderson, Delk, Epps & Associates Inc.

618 GRASSMERE PARK DRIVE - SUITE 4
NASHVILLE, TENNESSEE 37211



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-624, **Version:** 1

An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. 2020M-027AG-001).

WHEREAS, Green Trails, LLC ("Grantor") is the sole owner in fee simple of certain real property located at 0 Asheford Trace (Parcel No. 16400026200); and,

WHEREAS, pursuant to the terms of the easement agreement attached to this ordinance and incorporated herein, Grantor proposes to grant the Metropolitan Government a greenway conservation easement; and,

WHEREAS, Grantor intends that the conservation values of the property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system.

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

Section 1. The greenway conservation easement agreement attached hereto and incorporated herein, is hereby approved.

Section 2. The Director of Public Property, or his designee, is authorized to accept and record the greenway conservation easement and to take such other reasonable actions as may be necessary to carry out the intent of this ordinance.

Section 3. Further amendments to this easement agreement may be approved by resolution of the Metropolitan 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.

Ordinance No. _____

An ordinance accepting a greenway conservation easement, on certain property located at 0 Asheford Trace (Parcel No. 16400026200) owned by Green Trails, LLC (Proposal No. [2020M-027AG-001](#)).

WHEREAS, Green Trails, LLC ("Grantor") is the sole owner in fee simple of certain real property located at 0 Asheford Trace (Parcel No. 16400026200); and,

WHEREAS, pursuant to the terms of the easement agreement attached to this ordinance and incorporated herein, Grantor proposes to grant the Metropolitan Government a greenway conservation easement; and,

WHEREAS, Grantor intends that the conservation values of the property be preserved and made more accessible for public enjoyment by the anticipated incorporation and maintenance of the property as part of the Metro greenways system.

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

Section 1. The greenway conservation easement agreement attached hereto and incorporated herein, is hereby approved.

Section 2. The Director of Public Property, or his designee, is authorized to accept and record the greenway conservation easement and to take such other reasonable actions as may be necessary to carry out the intent of this ordinance.

Section 3. Further amendments to this easement agreement may be approved by resolution of the Metropolitan 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.

RECOMMENDED BY:

INTRODUCED BY:

Monique Odom, Director
Department of Parks and Recreation

Trael Webb, Director
Public Property Administration
APPROVED AS TO AVAILABILITY
OF FUNDS:

Member(s) of Council

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

AGREEMENT FOR GRANT OF EASEMENT

for

CONSERVATION GREENWAY

THIS AGREEMENT, made and entered into this the __27th__ day of __April__, 2020__, by and between **The Metropolitan Government of Nashville and Davidson County**, acting by and through its Board of Parks and Recreation (herein referred to as "Metro"), and __**Green Trails, LLC**__, property owner (herein referred to as Grantor).

WHEREAS, Metro recognizes the increasing benefit of protecting open spaces within the Metropolitan Government area; and

WHEREAS, greenways provide the general public with recreational opportunities in natural areas, preserve, and protect native plant and animal species and their habitat, and provide low-impact transportation routes for pedestrian and bicycle traffic; and

WHEREAS, Metro, by Ordinance No. 091-13, created a Greenways Commission to assist Metro in the development of a system of open space greenways; and

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Davidson County, Tennessee, more particularly described in Exhibit A and Exhibit B attached hereto and incorporated by this reference (herein referred to as "the Property"); and

WHEREAS, the Property possesses natural, open space, and recreational values (collectively, "conservation values") of great importance to Grantor and the people of Nashville and Davidson County; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and made more accessible for public enjoyment by the anticipated

incorporation and maintenance of the property as part of the Metro greenways system; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Metro the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Metro has the authority to accept this grant pursuant to Tennessee Code Annotated, Section 66-9-305(d), and Section 11.1002 of the Metropolitan Charter; and

WHEREAS, Metro agrees by accepting this grant to honor the intentions of Grantor stated herein, and to preserve and protect, in perpetuity, the conservation values of the Property for the benefit of the people of Tennessee and the public-at-large.

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, Grantor hereby voluntarily grants and conveys to Metro, its successors and assigns, an easement in perpetuity over the Property of the Grantor (herein referred to as "the Easement") to be located as more particularly shown on Exhibit A and Exhibit B attached hereto and incorporated by this reference.

1. Purpose. It is the purpose of this grant to allow Metro to utilize the Easement area for one or more of the following: a pathway for pedestrian or bicycle travel, nature trail, and/or natural area. Metro, at its discretion, shall design, construct, and maintain any pathway or physical structure in a manner that best preserves the open and natural condition of the Property. It is the intention of the parties hereby expressed that the granting of the Easement will not significantly interfere with the conservation values of the Property. Grantor intends that the Easement will confine the use of the Property to such activities as are consistent with the purpose of the Easement.

2. Rights of Metro. To accomplish the purpose of the Easement, the following rights are conveyed to Metro by this grant:

a. To preserve and protect the conservation values of the Property; and

b. To construct and maintain a pathway to be located on the Easement, including, at the discretion of Metro, necessary trailheads, signage, benches, and other improvements consistent with the recreational and educational uses of the pathway and other conservation values; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of the Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

3. Metro Covenants. Metro, by accepting this grant, covenants and agrees, on behalf of itself, its successors and assigns, that the following shall constitute real covenants that shall attach to and run with the easement hereby granted and shall be binding upon anyone who may hereafter come into ownership of such Easement, whether by purchase, devise, descent, or succession, or to be authorized to use said Easement area:

a. It will make the Easement area available for use by all members of the general public without distinction or illegal discrimination on the grounds of race, color, national origin, handicap, or age.

b. It will adopt rules and regulations governing the use of the Easement area so as not to permit or suffer any use of the Easement by Grantor or others in violation of such rules and regulations. At a minimum, the rules and regulations will provide as follows:

i. That the hours of public access of the Easement shall be from sunrise to sunset.

ii. That all persons utilizing the Easement area must remain on the pathway.

iii. That all pets of persons utilizing the pathway must be on a leash at all times.

resulting from any use or activity inconsistent with the purpose of the Easement, to restore the portion of the Property so injured. If Grantor fails to cure the violation within thirty (30) days after receipt of notice thereof from Metro or, under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to continue diligently to cure such violation until finally cured, Metro may bring an action in a court of competent jurisdiction to enforce the terms of this Agreement to enjoin the violation by temporary or permanent injunction, and to recover any damages to which it may be entitled for violation of the terms of this Agreement or for injury to any conservation values protected by the Easement, including damages for the loss of scenic, aesthetic, or environmental values, and to require the restoration of the Property to the condition that existed prior to any such injury. If Metro, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Property, Metro may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the expiration of the period provided for cure. Metro's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Agreement. Metro's remedies described in this paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

7. Metro's Discretion. Enforcement of the terms of this Agreement shall be at the discretion of Metro, and any forbearance by Metro to exercise its rights under this Agreement in the event of any breach of any terms of this Agreement by Grantor shall not be deemed or construed to be a waiver by Metro of such term, or of any subsequent breach of the same, or any other term of this Agreement, or of any of Metro's rights under this Agreement. No delay or omission by Metro in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

8. Waiver of Certain Defenses. Grantor hereby waives any defense of laches, estoppel, or prescription.

9. Acts Beyond Grantor's Control. Nothing contained in this Agreement shall be construed to entitle Metro to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

10. Amendment. If circumstances arise under which an amendment to or modification of this Agreement is appropriate, the Grantor, or the then current owner of the Property, and Metro are free to jointly amend this Agreement without prior notice to any other party; provided that any amendment shall be in writing; shall be consistent with the purpose of the Easement; shall not affect its perpetual duration; and shall have the unanimous consent of the Metro Greenways Commission.

11. Extinguishment. If circumstances arise in the future that render the purpose of the Easement impossible to accomplish, the Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction.

12. Assignment. The Easement is transferable, but Metro may assign its rights and obligations under this Agreement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1954, as amended, and the applicable regulations promulgated thereunder and authorized to acquire and hold conservation easements. As a condition of such transfer, Metro shall require that the conservation purposes which this grant is intended to advance continue to be carried out.

13. Subsequent Transfers. Grantor agrees to incorporate the terms of this Agreement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a

leasehold interest. Grantor further agrees to give written notice to Metro of the transfer of any interest at least thirty (30) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of the Easement or limit its enforceability in any way.

14. General Provisions.

a. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of Tennessee.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Agreement shall be liberally construed in favor of the grant to effect the purpose of the Easement and the policy and purpose of Tenn. Code Ann. §§ 66-9-301 to 309. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of the Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with paragraph ten (10).

e. Successors. The covenants, terms, conditions, and restrictions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors,

and assigns, and shall continue as a servitude running in perpetuity with the Property.

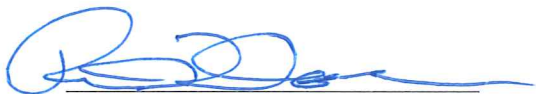
TO HAVE AND TO HOLD said Easement unto Metro, its successors, and assigns, forever.

IN WITNESS WHEREOF, we have caused this instrument to be executed as of this 24th day of April, 2020

GRANTOR:

ACCEPTED:

THE METROPOLITAN GOVERNMENT OF
NASHVILLE AND DAVIDSON COUNTY



DIRECTOR, PARKS AND RECREATION

STATE OF TN)

COUNTY OF Davidson)

On this the 24th day of April, 20020, before me personally appeared Rick Deckbar, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.



NOTARY PUBLIC

My Commission Expires: 3/7/2023

STATE OF TENNESSEE)
)

COUNTY OF DAVIDSON)

On this the ____ day of _____, 200__, before me personally appeared _____, who acknowledged himself to be the Director of the Metropolitan Government Department of Parks and Recreation, and that he, as such Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

NOTARY PUBLIC

My Commission Expires:_____

EXHIBIT A

PROPERTY DESCRIPTION: Map # 164 – P/O Parcel (262.00)

“20-Foot Wide Dedicated Conservation Greenway Public Access Trail Easement Area”

A 20-Foot wide easement lying on and across a tract of land in the 32nd Council District of Metropolitan Nashville, Davidson County, Tennessee conveyed to Green Trails, LLC by Deed of record in Instrument No. 20180710-0066554 Register’s Office, Davidson County (R.O.D.C.), Tennessee. Said tract being shown as Parcel (262.00) on Davidson County Property Map # 164. Said easement being more particularly described as follows:

Beginning at an Iron Rod (Old) qt the Southeasterly terminus of Monroe Crossing (50’ Public R/W) at the Northeasterly property corner of Lot 132 as shown on Asheford Crossing – Section Three as of record in Plat Book 9700, Page 545 R.O.D.C., Tennessee; thence,

1. With the Easterly terminus of Monroe Crossing, in part, North 06 degrees 42 minutes 07 seconds East a distance of 20.01 feet to a point in the Westerly property line of the tract upon which this easement lies; thence,
2. Leaving the Easterly terminus of Monroe Crossing, with a new line, South 85 degrees 05 minutes 48 seconds East a distance of 73.38 feet to a point; thence,
3. With a 90.00-foot radius curve to the right an arc distance of 125.40 feet to a point. Said curve has a chord bearing and distance of South 45 degrees 10 minutes 48 seconds East, 115.502 feet; thence,
4. South 05 degrees 15 minutes 47 seconds East a distance of 158.55 feet to point in the Northerly property line of a tract of land conveyed to the Metropolitan Government of Nashville and Davidson County by deed of record in Instrument # 20150911-1192568 R.O.D.C., Tennessee; thence,
5. With the Northerly property line of the Metro Government tract, in part, North 81 degrees 15 minutes 02 seconds West a distance of 20.61 feet to a point that is 42.46 feet from an Iron Rod (Old); thence,
6. Leaving the Northerly property line of the Metro Government tract, with another new line, Through the property on which this easement lies, North 05 degrees 15 minutes 47 seconds West a distance of 153.56 feet to a point; thence,

7. With a 70.00-foot radius curve to the left, an arc distance of 97.54 feet to a point. Said curve has a chord bearing and distance of North 45 degrees 10 minutes 48" West, 89.835 feet; thence,

8. North 85 degrees 05 minutes 48 seconds West a distance of 74.01 feet to the Point of Beginning and containing 6824 Square Feet or 0.1567 of an Acre more or less as calculated by the above bearings and distances.

PROPERTY TITLE REFERENCE:

This Easement lies on and across the same property as conveyed to Green Trails, LLC by Special Warranty Deed from REO Funding Solutions IV, LLC as of record in Instrument # 20180618-0058382 Register's Office, Davidson County, Tennessee and later revised by Scrivener's Affidavit as of record in Instrument # 20180710-0066554 Register's Office, Davidson County, Tennessee.

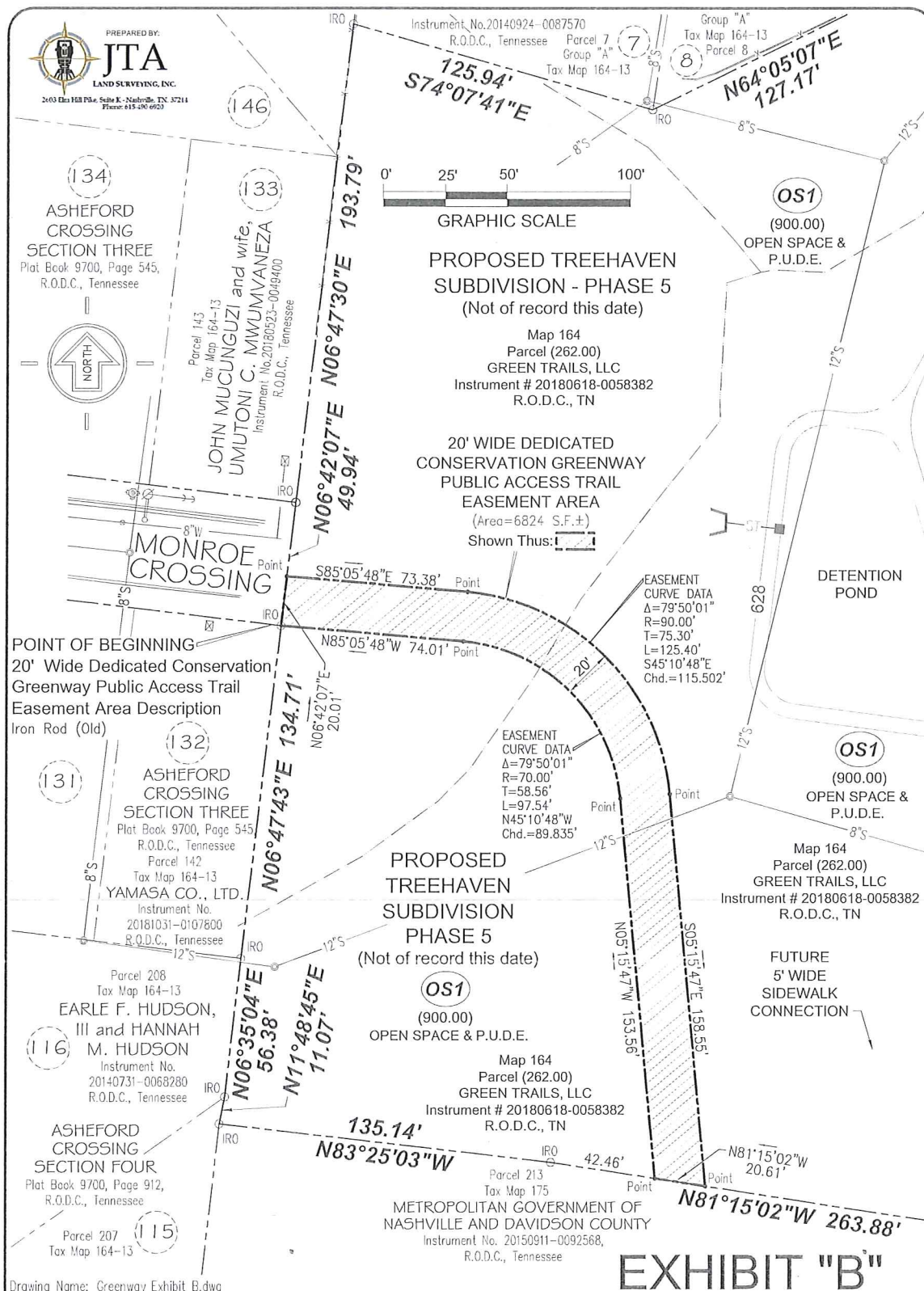
iv. That the following activities shall be strictly prohibited:

1. consumption or possession of alcoholic beverages;
2. horseback riding;
3. unauthorized motor vehicles;
4. collecting or distributing plants, animals or other natural features;
5. littering or dumping;
6. possession of firearms, weapons or projected objects;
7. playing of radios, musical instruments or other devices in a manner that might disturb others;
8. vending or other concessions with out proper permits;
9. advertising or posting of bills;
10. trespassing on adjacent property of Grantor.

4. Other Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. The aforementioned express prohibitions shall not limit the generality of this paragraph.

5. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Easement. Further, Grantor reserves the right to maintain the subject property consistent with the purposes herein set forth and will maintain it in accordance with all local laws until improvements are made by Metro.

6: Metro's Remedies. If Metro determines that Grantor is in violation of the terms of this Agreement or that a violation is threatened, Metro shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property



20' WIDE DEDICATED CONSERVATION GREENWAY
PUBLIC ACCESS TRAIL EASEMENT AREA

ACROSS A PORTION OF MAP 164 - PARCEL (262.00)
GREEN TRAILS, LLC PROPERTY
AS RECORDED IN INSTRUMENT # 20180618-0058382 R.O.D.C., TN



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-625, Version: 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Jenner Design, LLC, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

A portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003, between parcels 07114010000 & 07114010100, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning a portion of Alley Number 2004 right-of-way and easement from Baptist World Center Drive northeastward to Alley Number 2003. (Proposal Number 2020M-016AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Jenner Design, LLC, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BI2020-555 be and hereby is amended, as follows:

A portion of Alley #2004 from Baptist World Center Drive northeastward to Alley #2003, between parcels 07114010000 & 07114010100, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Proposal Number 2020M-016AB-001
Map: 71-14
Council District #2

Metropolitan Government Department of Public Works

750 South 5th Street • Nashville, TN 37203 • (615) 862-8750 • www.nashville.gov/dpw

Mandatory Referral Application: *Street / Alley Closure*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 10-6-20

Closure Type:

- ☐ Street
☐ Alley

Easements:

- ☐ Retain utilities
☒ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Street Name(s) / Alley Number(s): ALLEY # 2004
Street / Alley Located Between: LOCATED BETWEEN PARCELS 07114010000 + 07114010100

Reason for Closure:

ITS UNDEVELOPED AND TOPOGRAPHY MAKES IT CHALLENGING
TO PROVIDE ANY LEVEL OF CONNECTIVITY

Applicant: All correspondence will be mailed to the applicant.

☒ Architect ☐ Engineer ☐ Property Owner ☐ Other: _____

Name: WJ JENNER

Business: JENNER DESIGN, LLC

Address: 2610 WESCHOW DR

City: NASHVILLE State: TN Zip: 37204

Phone: 615-268-9887

Fax: _____
business home business mobile

E-mail: WJENNER@JENNERDESIGN.COM

Applicant's Signature: [Signature]

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300.00

Accepted by: BC Date: 10-7-20

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[illegible]



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-626, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended, as follows:

Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #428 and Alley #428 northward to Caldwell Ave, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning Alley Number 434, Alley Number 428 and Alley Number 628 right-of-way. (Proposal Number 2020M-017AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Dale and Associates, applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended, as follows:

Alley #434 from Caldwell Avenue southward to Alley #628, Alley #628 from Alley #434 eastward to Alley #428 and Alley #428 northward to Caldwell Ave, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Council District #18



Metropolitan Government Department of Public Works

750 South 5th Street ♦ Nashville, TN 37206 ♦ (615) 862-8750 ♦ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 10/14/2020

Closure Type:

☐ Street
☒ Alley

Easements:

☒ Retain utilities
☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Alley No. 434; Alley No. 428; Alley No. 628

Street Name(s) / Alley Number(s)

All three alleys located directly south of Caldwell Avenue

Street / Alley Located Between?

Reason for Closure:

Consolidate Belmont properties on both sides of the existing alleys; permit the construction of a dormitory

building and rearrangement of vehicular and pedestrian circulation

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: Andrew Wolthers

Business: Catalyst Design Group

Address: 5100 Tennessee Avenue

City: Nashville State: TN Zip: 37209

Phone: 615-622-7200 615-483-3290

Fax: business home business mobile

business home business mobile

E-mail: awolthers@catalyst-dg.com

Applicant's Signature: Andrew Wolthers

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300

Accepted by: SC

Date: 10-26-2020

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
Mishaw, G. L.	2006 15th Ave S		105-08	095
M.D.H.A.	1411 Caldwell Ave		105-09	102
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	2004 15th Ave S	615-460-6611	105-09	094
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	2002 15th Ave S	615-460-6611	105-09	093
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	2000 15th Ave S	615-460-6611	105-09	092
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	1409 Caldwell Ave	615-460-6611	105-09	103
Steven Lasley <i>Steven Lasley</i> Belmont University	1407 Caldwell Ave	615-460-6611	105-09	104
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings I, LLC	1405 Caldwell Ave	615-460-6611	105-09	105
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	1403 Caldwell Ave	615-460-6611	105-09	106
Steven Lasley <i>Steven Lasley</i> Belmont University	1401 Caldwell Ave	615-460-6611	105-09	107
Steven Lasley <i>Steven Lasley</i> Belmont Real Estate Holdings II, LLC	1307 Caldwell Ave	615-460-6611	105-09	108



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-627, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement from between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Barge Cauthen and Associates, Inc, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

A portion of Alley #177 from Madison St to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison St to Alley #178, being between 4th Ave N and 5th Ave N, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning portions of Alley Number 177, Alley Number 178 and Alley Number 202 right-of-way and easement between 4th Avenue North and 5th Avenue North. (Proposal Number 2020M-020AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way and easements be accomplished; and,

WHEREAS, the abandonment has been requested by Barge Cauthen and Associates, Inc, applicant; and,

WHEREAS, there is no future need for said right-of-way and easement for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2020-555 be and hereby is amended, as follows:

A portion of Alley #177 from Madison St to Alley #178, a portion of Alley #178 from Alley #177 to Alley #202 and a portion of Alley #202 from Madison St to Alley #178, being between 4th Ave N and 5th Ave N, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, is hereby abandoned.

Section 2. That said right-of-way, including all utility easements within it, are herein abandoned.

Section 3. That the Director of the Department of Public Works, be and hereby is, authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 4. Amendments to this legislation may be approved by resolution.

Section 5. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Proposal Number 2020M-020AB-001
Map: 82-9

Metropolitan Government Department of Public Works

750 South 5th Street ♦ Nashville, TN 37206 ♦ (615) 862-8750 ♦ www.nashville.gov/dpw

Mandatory Referral Application: *Street / Alley Closure*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-5-20

Closure Type:

- ☐ Street
☒ Alley

Easements:

- ☐ Retain utilities
☒ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

Alley #177, Alley #178, and Alley #202

Street Name(s) / Alley Number(s)

Madison Street

Street / Alley Located Between?

Reason for Closure:

These alleys are currently unused/unimproved and are bordered by several properties belonging to the same owner. The plan is to consolidate all of the parcels and close the unused alleys to allow for future development

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☒ Engineer ☐ Property Owner ☐ Other: _____

Name: Ryan Woodson, P.E.

Business: Barge Cauthen & Associates, Inc.

Address: 8806 Charlotte Pike, Suite 210

City: Nashville State: TN Zip: 37209

Phone: 615-356-9911 615-324-4204

Fax: 615-352-6737 615-352-6737

business home business mobile

E-mail: rwoodson@bargecauthen.com

Applicant's Signature: Ryan Woodson

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300.00



Accepted by: BC

Date: 11-5-20

SIGNATURE(S)

(copy this sheet if needed for additional signatures)


As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
H.G. Hill Realty Company, LLC  CELESTE PATTERSON	1114 5th Avenue North	615-252-8100	082-13	255.00 ✓
H.G. Hill Realty Company, LLC 	1116 5th Avenue North	615-252-8100	082-13	254.00 ✓
H.G. Hill Realty Company, LLC 	1118 5th Avenue North	615-252-8100	082-09	399.00 ✓
H.G. Hill Realty Company, LLC 	1120 5th Avenue North	615-252-8100	082-09	398.00 ✓
H.G. Hill Realty Company, LLC 	416 Jefferson Street	615-252-8100	082-13	257.00 ✓
H.G. Hill Realty Company, LLC 	1117 4th Avenue North	615-252-8100	082-09	406.00 ✓
H.G. Hill Realty Company, LLC 	1119 4th Avenue North	615-252-8100	082-09	405.00 ✓
H.G. Hill Realty Company, LLC 	1121 4th Avenue North	615-252-8100	082-09	404.00 ✓
H.G. Hill Realty Company, LLC 	1123 4th Avenue North	615-252-8100	082-09	403.00 ✓
H.G. Hill Realty Company, LLC 	407 Madison Street	615-252-8100	082-09	402.00 ✓
Hill Center Germantown, LLC 	409 Madison Street	615-252-8100	082-09	401.00 ✓

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

<u>Printed Name & Signature (required)</u>	<u>Address</u>	<u>Phone #</u>	<u>Map</u>	<u>Parcel</u>
Hill Center Germantown, LLC 	411 Madison Street	615-252-8100	082-09	400.00 ✓



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-628, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Lasonti Enterprises, LLC, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

White Oak Lane from Hillsboro Pike to White Oak Drive, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan

Government of Nashville and Davidson County requiring it.

ORDINANCE NO. _____

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County by abandoning White Oak Lane right-of-way from Hillsboro Pike to White Oak Drive. (Proposal Number 2020M-018AB-001).

WHEREAS, it is the desire of all the abutting property owners that said abandonment of right-of-way be accomplished; and,

WHEREAS, the abandonment has been requested by Lasonti Enterprises, LLC, Applicant; and,

WHEREAS, there is no future need for said right-of-way for Metropolitan Government of Nashville and Davidson County purposes.

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

Section 1. That the Geographic Information Systems (GIS) Street and Alley Centerline Layer for The Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. 2020-555 be and hereby is amended as follows:

White Oak Lane from Hillsboro Pike to White Oak Drive, all of which is more particularly described by lines, words and figures on the sketch which is attached to and made a part of this ordinance as though copied herein, are hereby abandoned.

Section 2. That easements are herein retained by The Metropolitan Government of Nashville and Davidson County, its agents, servants, and/or contractors and utility companies operating under franchise(s) from the Metropolitan Government for the right to enter, construct, operate, maintain, repair, rebuild, enlarge, and patrol its now existing or future utilities, including drainage facilities, together with their appurtenances, and to do any and all things necessary and incidental thereto.

Section 3. In the event there is proposed any construction over, above, or under said existing utilities, that said construction shall have the approval of the Director of Public Works and/or the Director of Water and Sewerage Services, together with the approval of any other pertinent departments of the Metropolitan Government or other governmental agency, including the Nashville Electric Service.

Section 4. That the Director of the Department of Public Works be and hereby is authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said GIS Centerline Record 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 5. Amendments to this legislation may be approved by resolution.

Section 6. This ordinance shall take effect from and after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Shanna Whitelaw, Interim Director
Department of Public Works

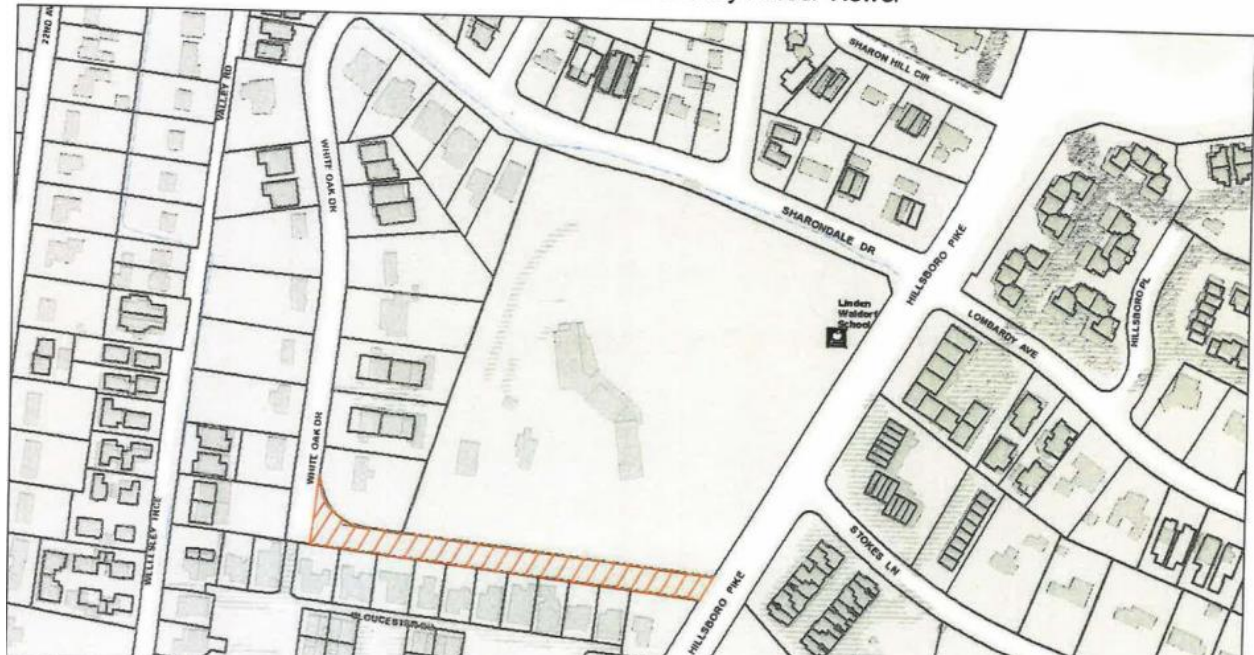
INTRODUCED BY:

APPROVED AS TO FORM AND LEGALITY:

Assistant Metropolitan Attorney

Members of Council

Proposal Number 2020M-018AB-001
Map: 117-7
Council District #25



Metropolitan Government Department of Public Works

750 South 5th Street ♦ Nashville, TN 37206 ♦ (615) 862-8750 ♦ www.nashville.gov/pw

Mandatory Referral Application: *Street / Alley Closure*

*** Before filing this application, please review checklist on the back of this application. ***

Mandatory Referral Project No. _____
(MPW staff assigns project #)

Date Submitted: 11-2-2020

Closure Type:

☒ Street
☐ Alley

Easements:

☒ Retain utilities
☐ Abandon utilities & relocate at applicant's expense

Street/Alley Location:

White Oak lane
Street Name(s) / Alley Number(s)
Between Hillsboro Pike and White Oak dr.
Street / Alley Located Between?

Reason for Closure:

To preserve privacy
and safety of neighborhood

Applicant: All correspondence will be mailed to the applicant.

☐ Architect ☐ Engineer ☒ Property Owner ☐ Other: _____

Name: L.K. Modi

Business: Lasanti Enterprises, LLC

Address: 2812 A White Oak dr

City: Nashville State: TN Zip: 37215

Phone: 615-557-8777 615-482-6089

business home business mobile

Fax: _____

business home business mobile

E-mail: Beam Nashville@gmail.com

Applicant's Signature: Lalika Modi

Filing Fee (All application fees are non-refundable)

Street / Alley Closure \$300.00

Amount paid: \$ 300.00

Accepted by: BC Date: 11-2-2020

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
✓ Lindsey Joshua & Elizabeth	2146 Golf Club Ln	615-948-3154	117-07-04	1620000
✓ (Signature) ✓ (Signature)				
✓ Smothers Benton & Anne Kane	2148 Golf Club Ln	615-982-5948	117-07-04	1510000
✓ (Signature)	Smothers			
✓ Denson Raymond & Mary	2154 Golf Club Ln Ray Denson (Signature)		117-07-04	150000
✓ Gloucester Square Cooperative Corp President: Benton Smothers (Signature)	0 Golf Club Ln	615-982-5948	117070A	9000000
✓ Hicks, John S Jr. & Elizabeth Highley (Signature)	2142 Golf Club Ln		117070A	1540000
✓ Juarez, Paul & Patricia	2136 Golf Club Ln		117070A	1550000
✓ (Signature) Tisher, Julie (Signature)	2134 Golf Club Ln		117070A	1560000
✓ Cook, Elaine (Signature)	2132 Golf Club Ln		117070A	1570000

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

[illegible]

SIGNATURE(S)

(copy this sheet if needed for additional signatures)

As the owner(s) of property, I/we agree to the submission of this mandatory referral application to the Metropolitan Government Department of Public Works for a street and/or alley closure. We live adjacent to this street/alley and/or we consider ourselves an affected property owner.

Printed Name & Signature (required)	Address	Phone #	Map	Parcel
MARK FRACES <i>M.F.</i> Beth Tanner	2810 White Oak Nash. TN 37215	615- 738-1594	117-03-0	124.00
Rebecca Glassner <i>Rebecca Glassner</i>	2812B White Oak Dr. Nash, TN 37215	615 202-6285	117 03 06	002.00
L. K. MODI LKModi.	2812 A white Oak Dr. Nash, TN 37215	615 482-6089	117 03 06	001.00
HARVEY DUSHER <i>Harvey Dusher</i>	2814B White Oak Nash 37215	615- 269-9600	117 07 0A	002.00
TONY MACRE TONY MACRE	2813 White Oak Dr Nashville, TN 37215	615 403-6704	117 03 0	121.00
MARY REYNOLD MARY REYNOLDS	2814A WHITE OAK DR. NASH. TN 37215	615-279-1979	117 07 0A	001.00
✓ Lasanti Enterprises, Lalikaunt Modi, LLC see attached Affidavit	2816 WHITE OAK DR Nashville, TN 37215	615-482-6089	117 07 0	005.00
✓ Trinity Presbyterian Church Sara J. Hylton see attached affidavit	3201 Hillsboro Pk Nashville TN 37215	615-277-6513	117 03 0	130.00



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-629, **Version:** 1

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 public sanitary sewer mains, sanitary sewer manholes, a fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall (MWS Project No. 20-WL-83 and 20-SL-163 and Proposal No. 2021M-001ES-001).

WHEREAS, the abandonment of approximately 580 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and the acceptance of approximately 198 linear feet of new eight inch (PVC) sanitary sewer main, approximately 351 linear feet of new 12 inch (PVC) sanitary sewer main, approximately 32 linear feet of new 12 inch (DIP) sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall, are needed to construct project number 20-WL-83 and 20-SL-163; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-001ES-001 on December 22, 2020, for the abandonment and the acceptance of said sanitary sewer mains, sanitary sewer manholes, fire hydrant assembly and easements.

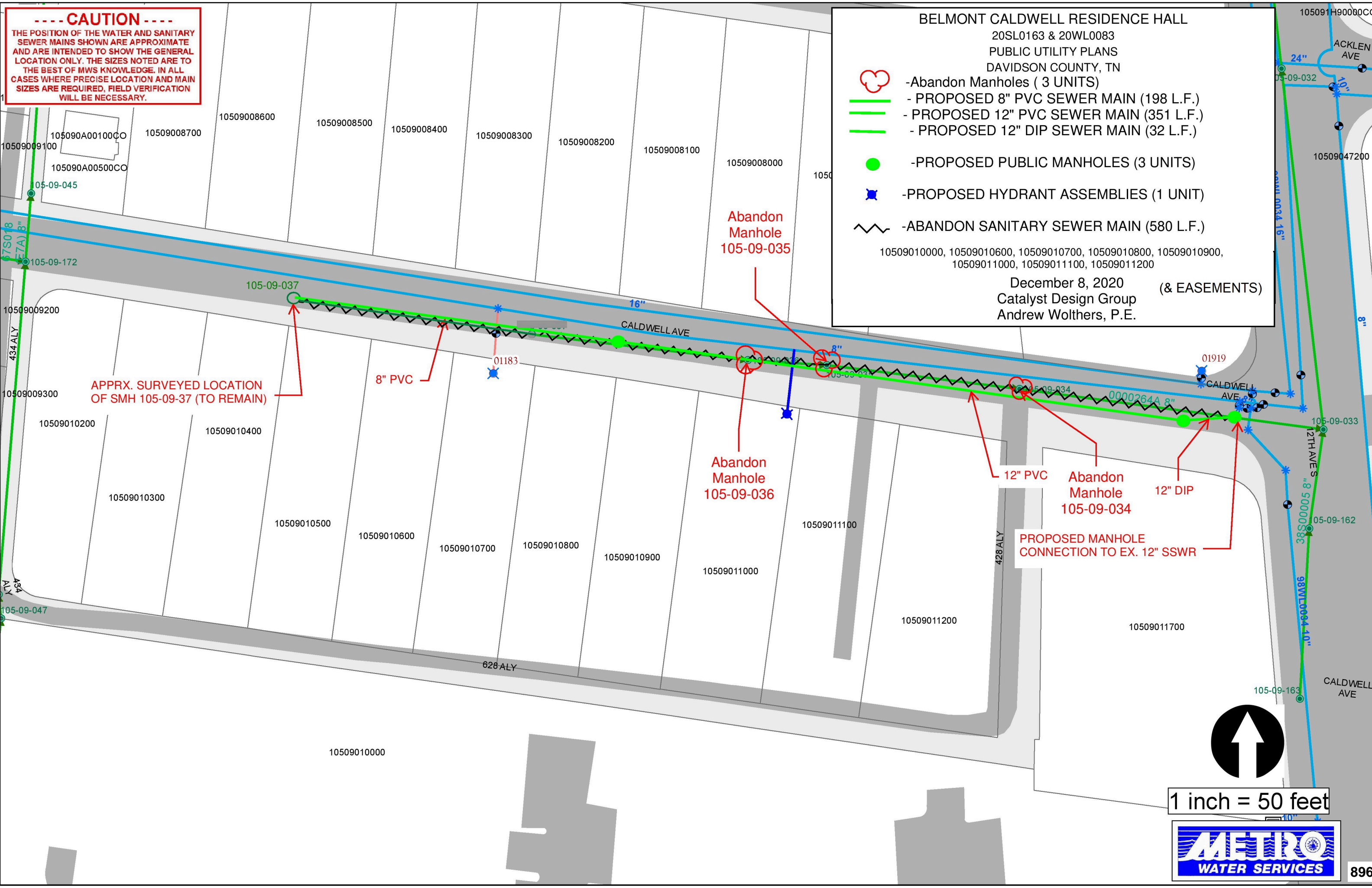
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 580 linear feet of existing eight inch sanitary sewer main, three sanitary sewer manholes and easements, and to accept approximately 198 linear feet of new eight inch (PVC) sanitary sewer main, approximately 351 linear feet of new 12 inch (PVC) sanitary sewer main, approximately 32 linear feet of new 12 inch (DIP) sanitary sewer main, three sanitary sewer manholes, one fire hydrant assembly and easements, for eleven properties located on Caldwell Avenue and Bernard Circle, also known as Belmont Caldwell Residence Hall, as shown on Exhibit 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 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.



-----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.

BELMONT CALDWELL RESIDENCE HALL
 20SL0163 & 20WL0083
 PUBLIC UTILITY PLANS
 DAVIDSON COUNTY, TN

- Abandon Manholes (3 UNITS)
- PROPOSED 8" PVC SEWER MAIN (198 L.F.)
- PROPOSED 12" PVC SEWER MAIN (351 L.F.)
- PROPOSED 12" DIP SEWER MAIN (32 L.F.)
- PROPOSED PUBLIC MANHOLES (3 UNITS)
- PROPOSED HYDRANT ASSEMBLIES (1 UNIT)
- ABANDON SANITARY SEWER MAIN (580 L.F.)

10509010000, 10509010600, 10509010700, 10509010800, 10509010900, 10509011000, 10509011100, 10509011200

December 8, 2020 (& EASEMENTS)
 Catalyst Design Group
 Andrew Wolthers, P.E.

1 inch = 50 feet

METRO
 WATER SERVICES

BELMONT CALDWELL RESIDENCE HALL
20-SL-163 and 20-WL-83
Parcel List

<u>Address</u>	<u>Map/Parcels</u>	<u>Property Owners</u>
2005 12th Avenue So.	105-09 117	Belmont University
1229 Caldwell Avenue	105-09 112	Belmont Real Estate Holdings I, LLC
1301 Caldwell Avenue	105-09 111	Belmont Real Estate Holdings I, LLC
1303 Caldwell Avenue	105-09 110	Belmont Real Estate Holdings II, LLC
1305 Caldwell Avenue	105-09 109	Belmont Real Estate Holdings II, LLC
1307 Caldwell Avenue	105-09 108	Belmont Real Estate Holdings II, LLC
1401 Caldwell Avenue	105-09 107	Belmont University
1403 Caldwell Avenue	105-09 106	Belmont Real Estate Holdings II, LLC
1405 Caldwell Avenue	105-09 105	Nellie Laster & Belmont Real Estate Holdings I, LLC
1407 Caldwell Avenue	105-09 104	Belmont University
2014 Bernard Circle	105-09 100	Belmont University



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-630, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing sanitary sewer force main and easement, and to accept new sanitary water and sewer mains, sanitary sewer force main, fire hydrant assemblies, sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development (MWS Project Nos. 20-WL-136 and 20-SL-273 and Proposal No. 2021M-002ES-001).

WHEREAS, the abandonment of approximately 183 linear feet of existing two inch sanitary sewer force main (PVC) and easement, and the acceptance of approximately 828 linear feet of new eight inch water main (DIP), approximately 51 linear feet of new four inch water main (DIP), approximately 93 linear feet of new two inch sanitary sewer force main (PVC), approximately 683 linear feet of new eight inch sanitary sewer main (PVC), two fire hydrant assemblies, three sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development, are needed to construct project numbers 20-WL-136 and 20-SL-273; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2021M-002ES-001 on January 8, 2021, for the abandonment and acceptance of said sanitary sewer force main, water and sanitary sewer mains, fire hydrant assemblies, sanitary sewer manholes and easements.

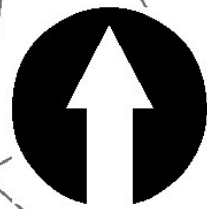
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon approximately 183 linear feet of existing two inch sanitary sewer force main (PVC) and easement, and to accept approximately 828 linear feet of new eight inch water main (DIP), approximately 51 linear feet of new four inch water main (DIP), approximately 93 linear feet of new two inch sanitary sewer force main (PVC), approximately 683 linear feet of new eight inch sanitary sewer main (PVC), two fire hydrant assemblies, three sanitary sewer manholes and easements, for 33 properties located on Lakevilla Drive, also known as 2540 Murfreesboro Pike Development, 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 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.



1 inch = 100 feet



LEGEND

EX	Existing
PR	Proposed
MH	Manhole
FH	Fire Hydrant
BO	Blow-Off

Easement to be abandoned
with infrastructure.

Instrument No.:
201702130014913

2540 Murfreesboro Pike
MWS Project Nos.: 20SL0273 & 20WL0136

- Abandon 2" Sanitary Force Main (PVC) and Associated Easement...183 LF
- Proposed 2" Sanitary Force Main (PVC)...93 LF
- Proposed 8" Sanitary Sewer Main (PVC)...683 LF
- Proposed Sanitary Sewer Manholes...3 Units
- Proposed 8" Water Main (DIP)...828 LF
- Proposed 4" Water Main (DIP)...51 LF
- Proposed Fire Hydrant Assemblies...2 Units

December 10, 2020 and easements
Council District 29

Parcel IDs...149030K00100CO - 149030K03200CO, 149030K90000CO
(and 30 more parcels)

Engineer...Dewey Engineering
Michael Randolph Dewey, PE

-----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.

**PROJECT NO. 20-SL-273 and 20-WL-136
2540 MURFREESBORO PIKE**

<u>Address</u>	<u>Map/Parcel</u>	<u>Property Owners</u>
2656 B Lakevilla Drive	149030K90000CO	O.I.C Townview Lofts
2656 Lakevilla Drive #32	149030K03200CO	J Developments MT LLC
2656 Lakevilla Drive #31	149030K03100CO	J Developments MT LLC
2656 Lakevilla Drive #30	149030K03000CO	J Developments MT LLC
2656 Lakevilla Drive #29	149030K02900CO	J Developments MT LLC
2656 Lakevilla Drive #28	149030K02800CO	J Developments MT LLC
2656 Lakevilla Drive #27	149030K02700CO	J Developments MT LLC
2656 Lakevilla Drive #26	149030K02600CO	J Developments MT LLC
2656 Lakevilla Drive #25	149030K02500CO	J Developments MT LLC
2656 Lakevilla Drive #24	149030K02400CO	J Developments MT LLC
2656 Lakevilla Drive #23	149030K02300CO	J Developments MT LLC
2656 Lakevilla Drive #22	149030K02200CO	J Developments MT LLC
2656 Lakevilla Drive #21	149030K02100CO	J Developments MT LLC
2656 Lakevilla Drive #20	149030K02000CO	J Developments MT LLC
2656 Lakevilla Drive #19	149030K01900CO	J Developments MT LLC
2656 Lakevilla Drive #18	149030K01800CO	J Developments MT LLC
2656 Lakevilla Drive #17	149030K01700CO	J Developments MT LLC
2656 Lakevilla Drive #16	149030K01600CO	J Developments MT LLC
2656 Lakevilla Drive #15	149030K01500CO	J Developments MT LLC
2656 Lakevilla Drive #14	149030K01400CO	J Developments MT LLC
2656 Lakevilla Drive #13	149030K01300CO	J Developments MT LLC
2656 Lakevilla Drive #12	149030K01200CO	J Developments MT LLC
2656 Lakevilla Drive #11	149030K01100CO	J Developments MT LLC
2656 Lakevilla Drive #10	149030K01000CO	J Developments MT LLC
2656 Lakevilla Drive #9	149030K00900CO	J Developments MT LLC
2656 Lakevilla Drive #8	149030K00800CO	J Developments MT LLC
2656 Lakevilla Drive #7	149030K00700CO	J Developments MT LLC
2656 Lakevilla Drive #6	149030K00600CO	J Developments MT LLC
2656 Lakevilla Drive #5	149030K00500CO	J Developments MT LLC
2656 Lakevilla Drive #4	149030K00400CO	J Developments MT LLC
2656 Lakevilla Drive #3	149030K00300CO	J Developments MT LLC
2656 Lakevilla Drive #2	149030K00200CO	J Developments MT LLC
2656 Lakevilla Drive #1	149030K00100CO	J Developments MT LLC



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-631, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to abandon existing public fire hydrant assemblies and easements, and to accept new water main, fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West (MWS Project No. 20-WL-51 and Proposal No. 2020M-109ES-001).

WHEREAS, the abandonment of two existing fire hydrant assemblies and easements, and the acceptance of approximately 805 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West, are needed to construct project number 20-WL-51; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-109ES-001 on December 16, 2020, for the abandonment and acceptance of said water main, fire hydrant assemblies and easements.

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

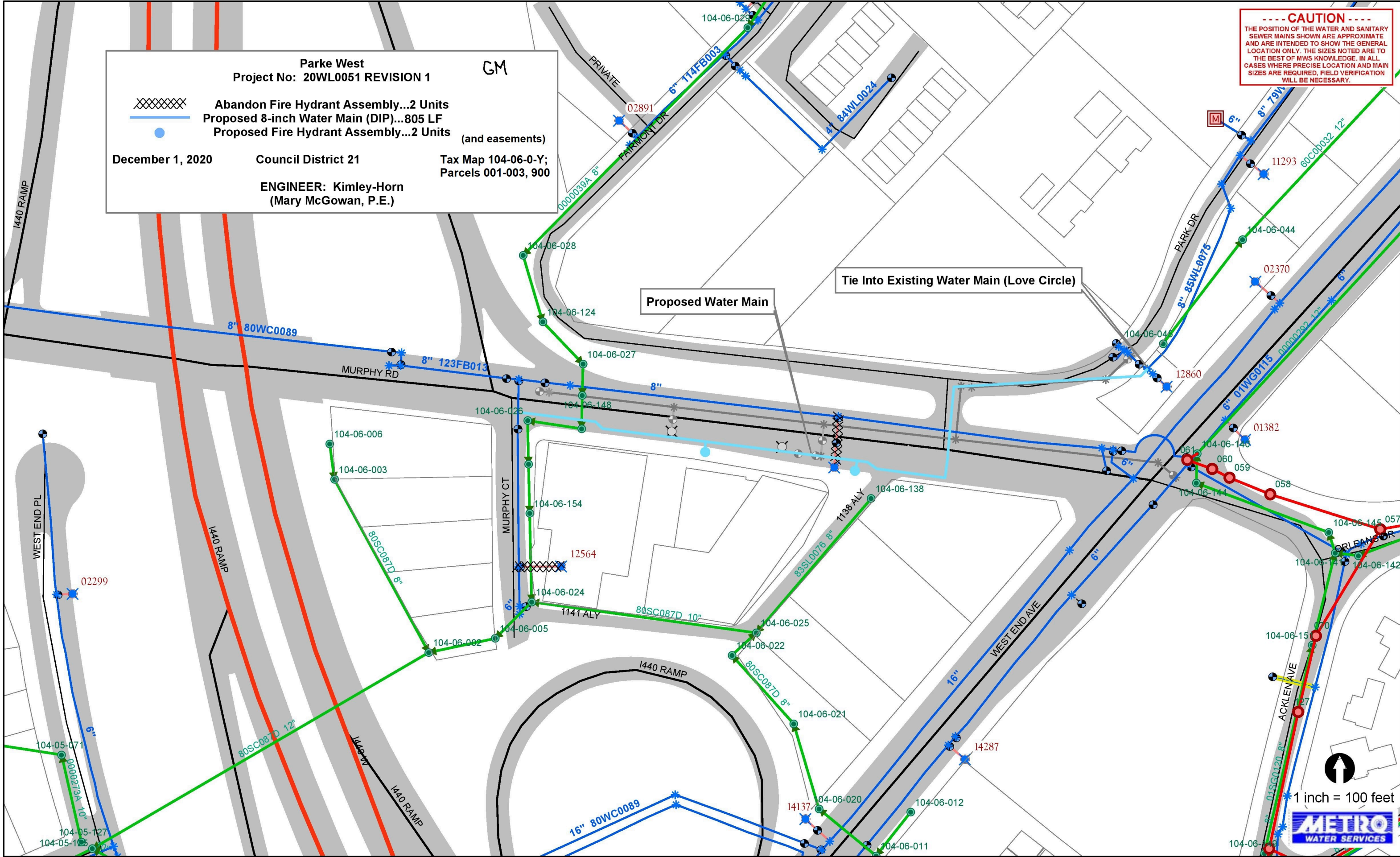
Section 1. The Metropolitan Government of Nashville and Davidson County is authorized to abandon two existing fire hydrant assemblies and easements, and to accept approximately 805 linear feet of new eight inch water main (DIP), two fire hydrant assemblies and easements, for four properties located on Murphy Court and Murphy Road, also known as Parke West, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:	Address:
104060Y00100CO	110 Murphy Court
104060Y00200CO	3421 Murphy Road
104060Y00300CO	100 Murphy Court
104060Y90000CO	Murphy Road (unnumbered)

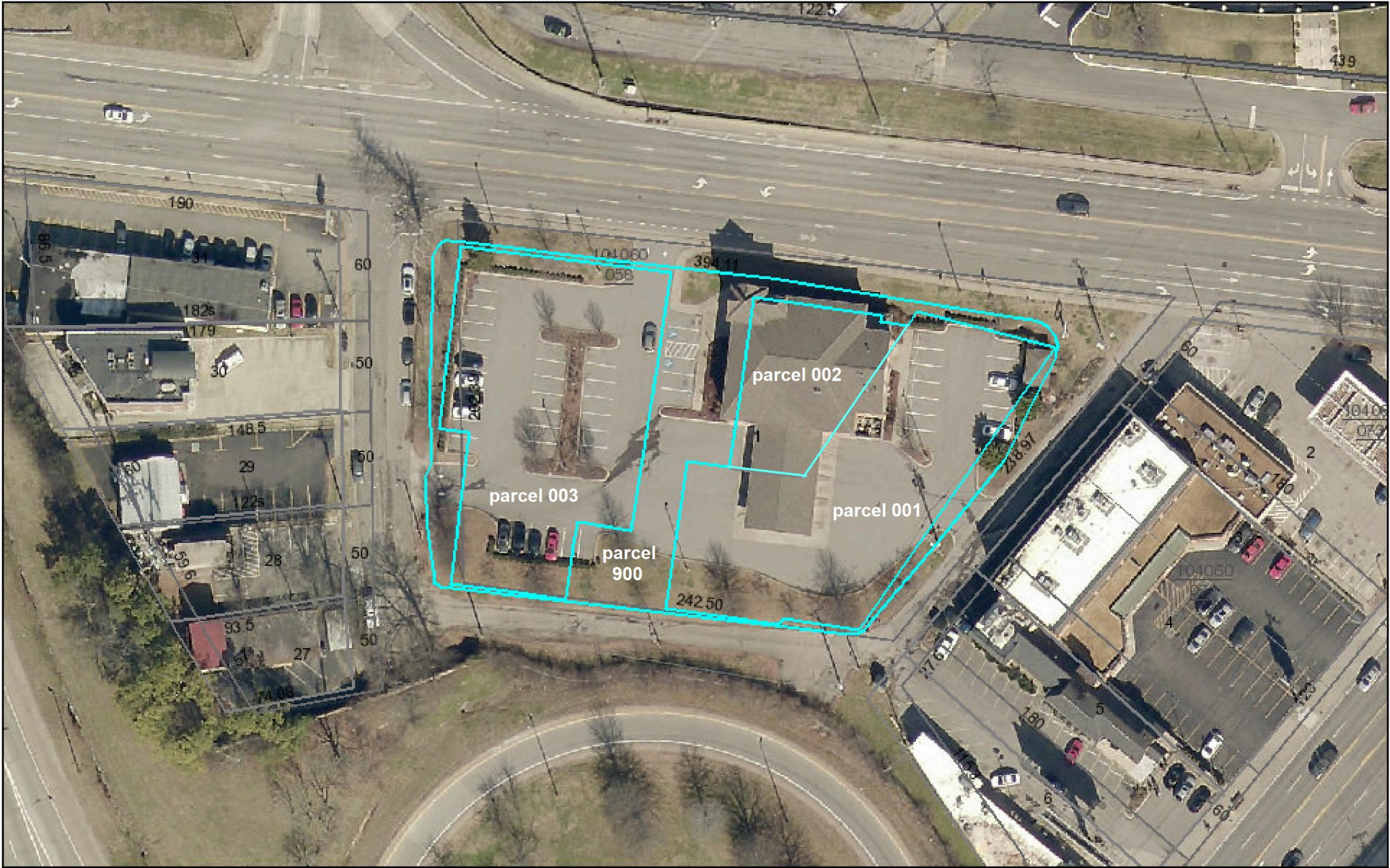
Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the abandonment and acceptance authorized by this ordinance.

Section 3. Amendments to this legislation shall be approved by resolution.

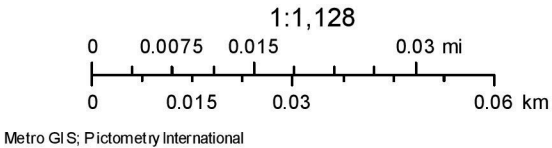
Section 4. This ordinance shall take effect from and after its final passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.



Nashville / Davidson County Parcel Viewer



December 2, 2020
Ownership Parcels





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-632, **Version:** 1

An ordinance authorizing The Metropolitan Government of Nashville and Davidson County to accept a new public fire hydrant assembly, for property located at 2205 Hobson Pike (MWS Project No. 18-WL-22 and Proposal No. 2020M-111ES-001).

WHEREAS, the acceptance of a public fire hydrant assembly, for property located on 2205 Hobson Pike, is needed to construct project number 18-WL-22; and,

WHEREAS, the Metropolitan Planning Commission approved mandatory referral No. 2020M-111ES-001 on December 21, 2020, for the acceptance of said 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 a public fire hydrant assembly for property located on 2205 Hobson Pike, as shown on Exhibit 1, which is attached hereto and incorporated by reference.

Map & Parcel:

Address:

16400020700

2205 Hobson Pike

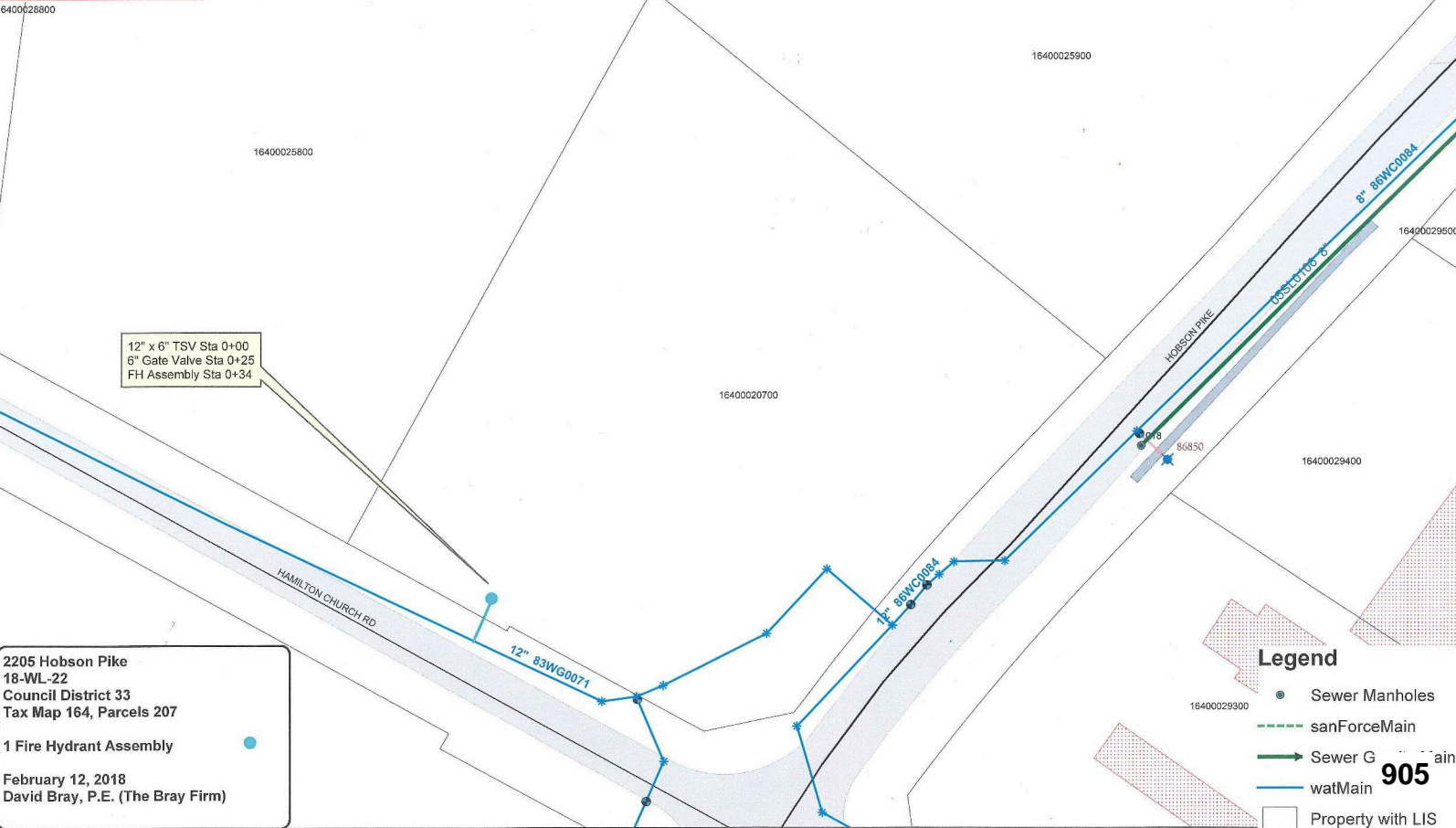
Section 2. The Directors of Water and Sewerage Services and Public Property Administration are authorized to execute such documents as may be necessary and appropriate to carry out the acceptance authorized by this ordinance.

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.

----- 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



12" x 6" TSV Sta 0+00
6" Gate Valve Sta 0+25
FH Assembly Sta 0+34

2205 Hobson Pike
18-WL-22
Council District 33
Tax Map 164, Parcels 207

1 Fire Hydrant Assembly

February 12, 2018
David Bray, P.E. (The Bray Firm)

Legend

- Sewer Manholes
- sanForceMain
- Sewer G
- watMain
- Property with LIS

905



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-633, **Version:** 1

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 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), all of which is described herein (Proposal No. 2021Z-001PR-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:

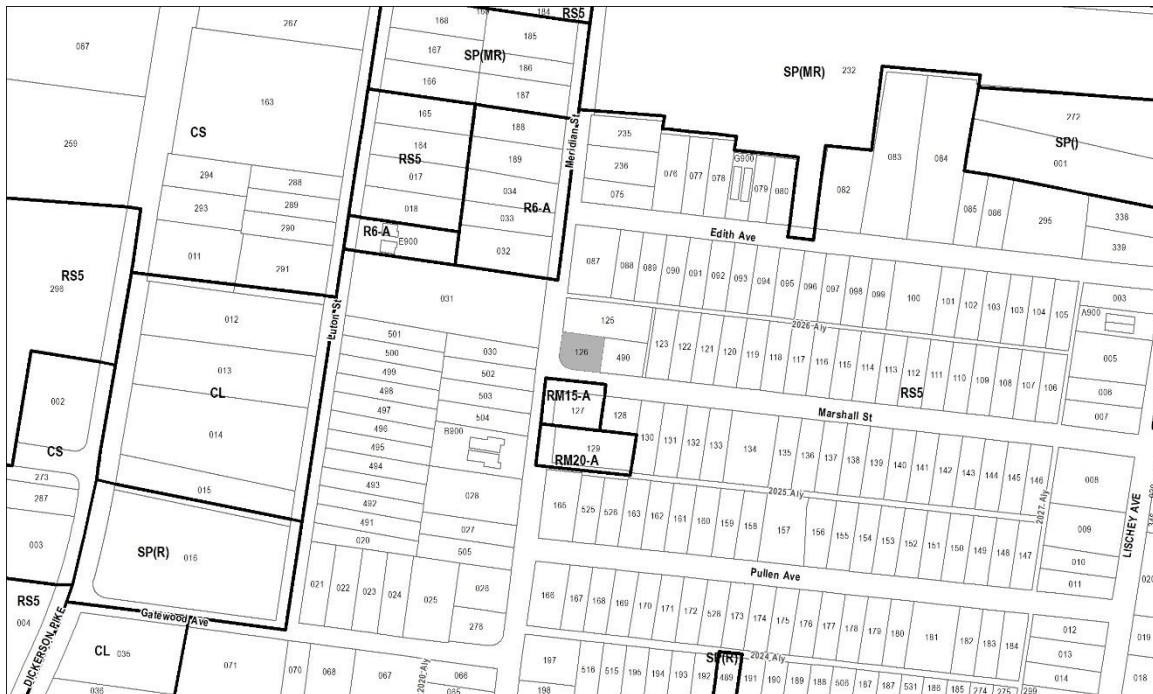
By changing from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), being Property Parcel No. 126 as designated on Map 071-11 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson 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 071 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.

2021Z-001PR-001
Map 071-11, Parcel(s) 126
Subarea 05, East Nashville
District 05 (Sean Parker)
Application fee paid by: FED Development LLC

A request to rezone from RS5 to R6-A zoning for property located at 1601 Meridian Street, at the corner of Meridian Street and Marshall Street (0.15 acres), requested by Civil Site Engineering, LLC, applicant; Fed Development, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-634, **Version:** 1

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, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), all of which is described herein (Proposal No 2021Z-016PR-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 zoned SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (191.68 acres), being various Property Parcels Nos.as designated on various Maps 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 various maps 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.

STANPAR	DEEDEDAC	Owner	OwnAddr1	OwnAddr2	OwnAddr3	OwnCity	OwnState	OwnCount
09315029100	0.1	CUMBERLA	1602 8TH AVE S STE B			NASHVILLE TN		US
09315029200	0.15	LEE, MARTI	1059 2ND / <Null>	<Null>		NASHVILLE TN		US
09315029300	0.12	GREEN, FR	1057 2ND / <Null>	<Null>		NASHVILLE TN		US
09315029400	0.1	KOVACH, S	1055 2ND / <Null>	<Null>		NASHVILLE TN		US
09315029500	0.1	KOVACH, S	1071 2ND / <Null>	<Null>		NASHVILLE TN		US
09315029600	0.16	KOVACH, S	1071 2ND AVE S C/O JOSH HELLM			NASHVILLE TN		US
09315029700	0.17	JONES, DO	4418 WINS <Null>	<Null>		NASHVILLE TN		US
09315029800	0.12	SCHINDLER	P O BOX 15 <Null>	<Null>		CAVE CREE AZ		US
09315029900	0.16	MDHA	P O BOX 846			NASHVILLE TN		US
09315030100	0.08	MUSIC CIT	703 PENDR <Null>	<Null>		FRANKLIN TN		US
09315030200	0.08	MUSIC CIT	703 PENDR <Null>	<Null>		FRANKLIN TN		US
09315030300	0.16	MUSIC CIT	703 PENDRAGON CT			FRANKLIN TN		US
09315030500	0.12	GLADYS, LL	802 FRANKLIN RD			CHARLOTTI TN		US
09315030600	0.18	GRENFELL,	1017 2ND / <Null>	<Null>		NASHVILLE TN		US
09315030700	0.11	ZIMMERM,	1015 2ND / <Null>	<Null>		NASHVILLE TN		US
09315031800	0.05	SCALISE, JU	1008 2ND / <Null>	<Null>		NASHVILLE TN		US
09315031900	0.06	ESLAMI, H	15 MISSION <Null>	<Null>		BRENTWO (TN		US
09315032000	0.07	NORMAN,	6517 JOCEI <Null>	<Null>		NASHVILLE TN		US
09315032100	0.12	MUSIC CIT	703 PENDRAGON CT			FRANKLIN TN		US
09315032200	0.13	GAD, MEDI	1016 2ND / <Null>	<Null>		NASHVILLE TN		US
09315032300	0.12	PRITCHARD	1024 2ND / <Null>	<Null>		NASHVILLE TN		US
09315032500	0.12	PRITCHARD	1024 2ND / <Null>	<Null>		NASHVILLE TN		US
09315032600	0.27	PRITCHARD	1024 2ND / <Null>	<Null>		NASHVILLE TN		US
09315032700	0.27	PRITCHARD	1024 2ND / <Null>	<Null>		NASHVILLE TN		US
09315032800	0.23	CUMBERLA	1602 8TH AVE S STE B			NASHVILLE TN		US
09315032900	0.23	KENDALL,	1 P O BOX 29 <Null>	<Null>		NASHVILLE TN		US
09315033000	0.23	SCHLANGE	P O BOX 50 <Null>	<Null>		NASHVILLE TN		US
09315033300	0.17		2ND AVENI 703 PENDRAGON CT			FRANKLIN TN		US
09315033500	0.23	MDHA	P O BOX 846			NASHVILLE TN		US
09315033800	0.17	COX, JACKI	1062 2ND / <Null>	<Null>		NASHVILLE TN		US
09315033900	0.22	MDHA	P O BOX 846			NASHVILLE TN		US
09315034000	0.23	URBAN HO	822 WOOD <Null>	<Null>		NASHVILLE TN		US
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09315034500	0.13	NUCK AND	40 BURTON HILLS BLVD STE 230			NASHVILLE TN		US
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09315037400	0.13	CMC DEVEI	600 MONTE CARLO DR			ANTIOCH TN		US
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10503008800	0.19	MDHA 701 S 6TH ST		NASHVILLE TN	US
10503008900	0.08	CREAM CIT 1103 2ND / <Null>	<Null>	NASHVILLE TN	US
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10503011400	0.12	LYTLE, T. C. 3212 VAIL <Null>	<Null>	NASHVILLE TN	US
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10503011900	0.17	HEWITT, B F 630 PATRIOT LN		FRANKLIN TN	US
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10503012400	0.15	MUSIC CITY 703 PENDR <Null>	<Null>	FRANKLIN TN	US
10503012500	0.27	MUSIC CITY P. O. BOX 6 <Null>	<Null>	SPRING HIL TN	US

10503012700	0.26	MDHA P O BOX 846		NASHVILLE TN	US
10503012800	0.22	HOLBERT, F 1602 HAYN <Null>	<Null>	NASHVILLE TN	US
10503012900	0.61	SEAY HUBB 1116 1ST A <Null>	<Null>	NASHVILLE TN	US
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10503013400	0.1	GUINDI, YV 422 TREEM <Null>	<Null>	CLARKSVILLE TN	US
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10503013600	0.13	THOMAS, F P O BOX 19 <Null>	<Null>	NASHVILLE TN	US
10503013700	0.13	BUD PROFF 211 BELL C. <Null>	<Null>	BELL CANYON CA	US
10503013800	0.13	SPARKMAN 2707 NATC <Null>	<Null>	NASHVILLE TN	US
10503013900	0.26	METRO GO 1214 CHUR <Null>	<Null>	NASHVILLE TN	US
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10503025100	0.14	DPH PROFF 3633 HENLEY PARK CT		ATLANTA GA	US
10503025200	0.11	TN REAL ESP O BOX 15 <Null>	<Null>	NASHVILLE TN	US
10503025300	0.11	MOORE, FL 1213 2ND / <Null>	<Null>	NASHVILLE TN	US
10503025400	0.11	DEATON, L 1215 2ND / <Null>	<Null>	NASHVILLE TN	US
10503025500	0.09	SAINT PATR 1219 2ND / <Null>	<Null>	NASHVILLE TN	US
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10503025900	0.1	HOLT, MAF 1235 2ND / <Null>	<Null>	NASHVILLE TN	US
10503026100	0.09	HAMILTON 64 WEST Z / <Null>	<Null>	LONG BEACH CA	US
10503026200	0.09	COWAN, W 1241 2ND / <Null>	<Null>	NASHVILLE TN	US
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10503026400	0.1	FAY, MICH 1243 2ND AVE S		NASHVILLE TN	US
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10503026600	0.14	CLEARWATER P O BOX 40451		NASHVILLE TN	US
10503026700	0.14	GAMI PART 650 WEDGEWOOD AVE		NASHVILLE TN	US
10503026800	0.11	PHILLIPS, K 1253 2ND / <Null>	<Null>	NASHVILLE TN	US
10503026900	0.09	CUNNINGHAM 810 OAK MEADOW DR # 161652		FRANKLIN TN	US
10503027000	0.11	CENTRAL C 837 RUSSIE <Null>	<Null>	NASHVILLE TN	US
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10503030800	0.21	SHARMA, F 188 FRONT <Null>	<Null>	FRANKLIN TN	US
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10503031000	0.2	SOWELL, JC 6304 SHEL <Null>	<Null>	CHRISTIAN, TN	US
10503031001	0.18	TRIM, JOHN 1247 1ST A <Null>	<Null>	NASHVILLE TN	US
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10503032300	0.16	JACKSON, F 5 NORTH H <Null>	<Null>	NASHVILLE TN	US
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105030M90000CO	0.2	O.I.C. 1231 1231 2ND AVENUE SOUTH		NASHVILLE TN	US
105030N90000CO	0.13	O.I.C. 47 W 6551 PERNOD AVE		SAINT LOUIS MO	US
105030T90000CO	0.1	O.I.C. 43 W 50 VANTAGE WAY STE 107		NASHVILLE TN	US
105030V90000CO	0.51	O.I.C. 1242 2309 CRESTMOOR RD STE 201		NASHVILLE TN	US
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10504001800	0.13	SHELTON, I 13 PERKINS <Null>	<Null>	NASHVILLE TN	US
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10504013000	0.16	DUNLAP, D P O BOX 16 <Null>	<Null>	NASHVILLE TN	US
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105040H90000CO	0.16	O.I.C. 11 N 2820 BEAULAH DR	MURFREES TN	US
105040I90000CO	0.16	O.I.C. HOM 3740 TURLEY DR A	NASHVILLE TN	US
105040K90000CO	0.18	O.I.C. 16 N 1071 2ND AVE S	NASHVILLE TN	US
105040L90000CO	0.12	O.I.C. HOM 827 W MCKENNIE AVE	NASHVILLE TN	US
105040M90000CO	0.18	O.I.C. HOM 929 LAWN VIEW LN	FRANKLIN TN	US
105040N90000CO	0.18	O.I.C. 24 N 24 N HILL ST	NASHVILLE TN	US
105040P90000CO	0.17	O.I.C. HOM 9919 MAXWELL LN	BRENTWO(TN	US
105040Q90000CO	0.12	O.I.C. HOM 1205 LINCOLN RD STE 215	MIAMI BEA FL	US
105040R90000CO	0.12	O.I.C. HUB 1240 FAIRWAY ST	BOWLING (KY	US
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10507012900	0.23	GOLDEN, V 407 WILLIA<Null> <Null>	SMYRNA TN	US
10507013000	0.23	BASKERVIL 1313 PILLO<Null> <Null>	NASHVILLE TN	US
10507013100	0.23	BACHTA, K 1315 PILLO<Null> <Null>	NASHVILLE TN	US
10507014500	0.21	VICK, JONA 2223 11TH AVE S	NASHVILLE TN	US
10507014600	0.15	VICK, JONA 2223 11TH AVE S	NASHVILLE TN	US
10507014800	0.26	BROOKS, W P O BOX 10<Null> <Null>	NASHVILLE TN	US
10507015000	0.2	BROOKS, W P O BOX 10<Null> <Null>	NASHVILLE TN	US
10507015200	0.2	HARVEY, H 1309 LITTLE HAMILTON AVE	NASHVILLE TN	US
10507015500	0.2	GRIMES, DI 1008 B JOSEPH AVE	NASHVILLE TN	US
10507015600	0.2	K & G REN 14401 SCEN<Null> <Null>	NASHVILLE TN	US
10507015900	0.2	MDHA P O BOX 846	NASHVILLE TN	US
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10507016600	0.17	MASLOV, D 6637 HOLN<Null> <Null>	CARMICHA CA	US
10507016700	0.17	BURROW, (1300-1302<Null> <Null>	NASHVILLE TN	US
10507016800	0.1	WALKER, M 1300 LITTLE HAMILTON AVE	NASHVILLE TN	US
10507019200	0.23	MCDONALI 1403 PILLO<Null> <Null>	NASHVILLE TN	US
10507019300	0.34	WATKINS, ' 1401 PILLO<Null> <Null>	NASHVILLE TN	US
10507019900	0.2	GHORBANI 317 SPICEV<Null> <Null>	NASHVILLE TN	US
10507020600	0.2	DODGE, JA 508 HAMIL<Null> <Null>	NASHVILLE TN	US
10507020800	0.2	OPERATIO 1125 12TH<Null> <Null>	NASHVILLE TN	US
10507020900	0.2	EWING, AN 514 HAMIL<Null> <Null>	NASHVILLE TN	US
10507021100	0.2	TRUMP, IVI 518 HAMIL<Null> <Null>	NASHVILLE TN	US
10507021200	0.2	BARCLAY, / 520 HAMIL<Null> <Null>	NASHVILLE TN	US
10507021400	0.2	MAYBERRY 524 HAMIL<Null> <Null>	NASHVILLE TN	US
10507021600	0.2	KOON, KRI 530 HAMIL<Null> <Null>	NASHVILLE TN	US
10507021900	0.2	SMALLMA P O BOX 15<Null> <Null>	NASHVILLE TN	US

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10507022100	0.2	JENKINS, D 540 HAMIL <Null>	<Null>	NASHVILLE TN	US
10507022300	0.2	REGIONAL P O BOX 70 <Null>	<Null>	CLARKSVILI TN	US
10507022400	0.2	D & J PROP 650 WEDG <Null>	<Null>	NASHVILLE TN	US
10507022500	0.2	BROOKS, W P O BOX 10 <Null>	<Null>	NASHVILLE TN	US
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10507022900	0.2	COLVIN, AL 602 HAMIL <Null>	<Null>	NASHVILLE TN	US
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10507023100	0.2	LOWE, HAL P O BOX 40 <Null>	<Null>	NASHVILLE TN	US
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10507024500	0.19	KLEIN, BAR P O BOX 4 <Null>	<Null>	ORLINDA TN	US
10507024900	0.28	BROOKS, W P O BOX 10 <Null>	<Null>	NASHVILLE TN	US
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10507026300	0.24	SMALLMA P O BOX 15 <Null>	<Null>	NASHVILLE TN	US
10507026400	0.2	MCCURDY, 519 HAMIL <Null>	<Null>	NASHVILLE TN	US
10507026500	0.2	BROWN, S/ 517 HAMIL <Null>	<Null>	NASHVILLE TN	US
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10507026700	0.17	BUCKNER, 802 TIMBE <Null>	<Null>	NASHVILLE TN	US
10507027000	0.2	GMAT HOL 650 WEDG <Null>	<Null>	NASHVILLE TN	US
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10507027300	0.17	MCNICHOL 127 RAINE' <Null>	<Null>	NASHVILLE TN	US
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10507027600	0.17	GMAT HOL 650 WEDGEWOOD AVE		NASHVILLE TN	US
10507027700	0.18	COVINGTO 508 MOOR <Null>	<Null>	NASHVILLE TN	US
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10507028300	0.23	GMAT HOL 650 WEDG <Null>	<Null>	NASHVILLE TN	US
10507028400	0.22	GMAT HOL 650 WEDG <Null>	<Null>	NASHVILLE TN	US
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10507030000	0.17	KELTON, CL P O BOX 3641		BRENTWO(TN	US
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10507031700	0.17	BODDEN, B 609 MOOR <Null>	<Null>	NASHVILLE TN	US
10507031800	0.17	JONES, INE 607 MOOR <Null>	<Null>	NASHVILLE TN	US
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10507032000	0.17	HILLCREST 1601 MARTIN ST		NASHVILLE TN	US
10507032200	0.6	HILLCREST 1601 MARTIN ST		NASHVILLE TN	US
10507032500	0.17	SMALLMA 2206 21ST <Null>	<Null>	NASHVILLE TN	US
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10507032800	0.17	FROHOCK, 1608 MAR <Null>	<Null>	NASHVILLE TN	US
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10507035000	0.17	PORTER, O 511 MOOR <Null>	<Null>	NASHVILLE TN	US
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10507036300	0.23	BARRETT, M 417 WELSH <Null>	<Null>	NASHVILLE TN	US
10507036400	0.23	GMAT HOL 650 WEDG <Null>	<Null>	NASHVILLE TN	US
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10507036600	0.29	BENTLEY IN PO BOX 60736		NASHVILLE TN	US
10507036700	0.23	BENTLEY IN PO BOX 60736		NASHVILLE TN	US
10507036800	0.23	KING, JEFF P O BOX 24 <Null>	<Null>	NASHVILLE TN	US
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10507037100	0.48	TENNESSEE 136 RAINS <Null>	<Null>	NASHVILLE TN	US
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10507037700	0.18	MORROW, 422 MOOR <Null>	<Null>	NASHVILLE TN	US
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10507038100	0.11	FREEMAN, 414 MOOR <Null>	<Null>	NASHVILLE TN	US
10507038200	0.24	MDHA P O BOX 846		NASHVILLE TN	US
10507038400	0.24	MDHA P O BOX 846		NASHVILLE TN	US
10507038600	0.12	MCKINNEY 915 GOODI <Null>	<Null>	NASHVILLE TN	US
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10507038800	0.12	NAMVAR, V 317 SPICEV <Null>	<Null>	NASHVILLE TN	US
10507038900	0.11	MEEK, CAN 411 MALLC <Null>	<Null>	NASHVILLE TN	US
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10507040000	0.23	ELJAY ENTE 95 WHITE BRIDGE RD STE 306 C/O		NASHVILLE TN	US
10507042400	0.15	BEST BUILT P O BOX 1361		BRENTWO(TN	US
10507042500	0.19	SALIMI, JAI P O BOX 13 <Null>	<Null>	BRENTWO(TN	US
10507042700	0.09	COHEN, DE 1291 2ND AVE S		NASHVILLE TN	US
10507042800	0.09	STEINHOUS P O BOX 10 <Null>	<Null>	NASHVILLE TN	US
10507042900	0.1	STEINHOUS 24 ANDREV <Null>	<Null>	NASHVILLE TN	US
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10507049100	0.2	MDHA 701 S 6TH ST		NASHVILLE TN	US
10507049200	0.24	MDHA 701 S 6TH ST		NASHVILLE TN	US
10507049800	0.17	ARC PROPE 5716 SPRIN <Null>	<Null>	BRENTWO(TN	US
10507049900	0.17	FITE, WILLI 529 MOOR <Null>	<Null>	NASHVILLE TN	US
10507050000	0.17	ESMOND, T 131 RAINS <Null>	<Null>	NASHVILLE TN	US
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105070L00200CO	<Null>	BECKER, N/ 7264 STEIN <Null>	<Null>	SAN DIEGO CA	US
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105070P00100CO	<Null>	MICKLUS, \ 1292 DAVI<Null>	<Null>	BIRMINGH, MI	US
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105070Q00100CO	<Null>	BAZANOS, 1316 A PILI <Null>	<Null>	NASHVILLE TN	US
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105070V00100CO	<Null>	WHITE, RIC 2005 TORRINGTON ST		RALEIGH NC	US
105070V00200CO	<Null>	PELTIER, PE 1407 PILLOW ST		NASHVILLE TN	US
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105072G00100CO	0	2ND & HAF 4317 SUNNYBROOK DR			NASHVILLE TN	US
105072G00200CO	0	2ND & HAF 4317 SUNNYBROOK DR			NASHVILLE TN	US
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105072H90000CO	0.23	O.I.C. 1309 629 POST OAK CIRCLE			BRENTWOOD TN	US
105072I90000CO	0.23	O.I.C. 1317 94 ALTENTANN			NASHVILLE TN	US
105072K90000CO	0.21	O.I.C. 1304 1304 PILLOW ST			NASHVILLE TN	US
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105073I90000CO	0.18	O.I.C. HOM 2517 EUGENIA AVE STE 202		NASHVILLE TN	US
105073J90000CO	0.2	O.I.C. HOM 1025 SOUTHSIDE CT		NASHVILLE TN	US
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105073N90000CO	0.17	O.I.C. COTT 615 NAPOLEAN AVE		NASHVILLE TN	US
105073Q90000CO	0.2	O.I.C. HOM 1011 CHERRY AVENUE		NASHVILLE TN	US
105073R90000CO	0.17	O.I.C. 533 F 944 9TH AVE S		NASHVILLE TN	US
105073T90000CO	0.19	O.I.C. 613 F 613 HAMILTON AVE		NASHVILLE TN	US
105073U90000CO	0.61	O.I.C. HAM 121 1ST AVE S STE 220		FRANKLIN TN	US
105073V90000CO	0.17	O.I.C. HOM 513 3RD AVE S		NASHVILLE TN	US
105073W90000CO	0.17	O.I.C. WED 617 A MOORE AVE		NASHVILLE TN	US
105073X90000CO	0.17	O.I.C. WED 615 A MOORE AVE		NASHVILLE TN	US
105073Y90000CO	0.17	O.I.C. 416 F 416 MOORE AVE		NASHVILLE TN	US
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105074J90000CO	0.2	O.I.C. TOW 510 HAMILTON AVE		NASHVILLE TN	US
105074K90000CO	0.2	O.I.C. HOM 511 HAMILTON AVE		NASHVILLE TN	US
105074N90000CO	0.23	O.I.C. 130 F 130 RAINS AVENUE		NASHVILLE TN	US
105074P90000CO	0.2	O.I.C. 532 F 629 POST OAK CIRCLE		BRENTWO(TN	US
105074Q90000CO	0.17	O.I.C. HOM 2317 CRUZEN ST		NASHVILLE TN	US
105074S90000CO	0.17	O.I.C. HOM 204 S 11TH ST		NASHVILLE TN	US
105074T90000CO	0.16	O.I.C. 514 F 514 MOORE AVE		NASHVILLE TN	US
105074W90000CO	0.17	O.I.C. 527 F 639 E MAIN ST B202		HENDERSO TN	US
105074X90000CO	0.17	O.I.C. 525 F 525 MOORE AVE		NASHVILLE TN	US
105074Y90000CO	0.26	O.I.C. HOM 7562 AUBREY RIDGE DR		FAIRVIEW TN	US
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105111G90000CO	0.17	O.I.C. 1706 900 TYSON AVE		PARIS TN	US
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105112F90000CO	0.23	O.I.C. HOMP O BOX 3641		BRENTWO(TN	US
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093150E00100CO	0	MUSIC CITY 703 PENDRAGON CT		FRANKLIN TN	US
093150E00200CO	0	CURRAN, G 1906 GLEN ECHO RD 150962		NASHVILLE TN	US
10503011200	0.15	JONES, DOI 4418 WINS <Null>	<Null>	NASHVILLE TN	US
10503011300	0.13	JONES, DOI 4418 WINS <Null>	<Null>	NASHVILLE TN	US
10503011700	0.23	PATTON, P. 1118 2ND / <Null>	<Null>	NASHVILLE TN	US
10503028800	0.14	LEE, CALLIE 1232 2ND / <Null>	<Null>	NASHVILLE TN	US
10503028900	0.34	1230 2ND / 40 WALL STREET FLOOR 58		NEW YORK NY	US
10503029000	0.26	BUIE, LARR 1228 2ND / <Null>	<Null>	NASHVILLE TN	US
10503029200	0.21	GRANT, JAC 1220 2ND / <Null>	<Null>	NASHVILLE TN	US
10503029500	4.13	METRO GO P O BOX 19 <Null>	<Null>	NASHVILLE TN	US
10503031100	0.41	MDHA P O BOX 846		NASHVILLE TN	US
10503031200	0.11	EQUITY TRIP O BOX 45 <Null>	<Null>	WESTLAKE OH	US
10503031300	0.18	EQUITY TRIP O BOX 45 <Null>	<Null>	WESTLAKE OH	US
10503031400	0.18	EQUITY TRIP O BOX 45 <Null>	<Null>	WESTLAKE OH	US
10503031500	0.18	GILLIAM, A 9 TRIMBLE ST		NASHVILLE TN	US
10503031600	0.15	MURRAY, K 11 TRIMBLE <Null>	<Null>	NASHVILLE TN	US
10503031800	0.18	MORNING 19 HART ST <Null>	<Null>	NASHVILLE TN	US
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105030K00200CO	<Null>	GOMEZ, M 2616 PADD <Null>	<Null>	THOMPSON TN	US
105030K00300CO	<Null>	GOMEZ, M 2616 PADDOCK PARK		THOMPSON TN	US
105030K00400CO	<Null>	CHERKESKY 1240 2ND AVE S 4		NASHVILLE TN	US
105030K00500CO	<Null>	GINZBURG, 1240 2ND AVE S #5		NASHVILLE TN	US
105030K00600CO	<Null>	MYERS, RIC 907 ONEO' <Null>	<Null>	DALTON GA	US
105030K00700CO	<Null>	CHERKESKY 1240 2ND / <Null>	<Null>	NASHVILLE TN	US
105030K00800CO	<Null>	MAKIN PRC P O BOX 26 <Null>	<Null>	MONTICELLO KY	US

105030K00900CO	<Null>	KINMER PR P O BOX 26 <Null>	<Null>	MONTICELI KY	US
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105030K01100CO	<Null>	RYAN, JASC 1240 2ND AVE UNIT C 11		NASHVILLE TN	US
105030K01200CO	<Null>	SIMONETTI 5801 W MODOC AVE		VISALIA CA	US
105030K01300CO	<Null>	CHERKESKY 1234 2ND AVE S		NASHVILLE TN	US
105030K01400CO	<Null>	CROUVI, ST 5121 GLENCARRON DR		NASHVILLE TN	US
105030K01500CO	<Null>	HENGAMEI 519 LEGENDS RIDGE CT		FRANKLIN TN	US
105030K01600CO	<Null>	GENSIS NA 1240 2ND / <Null>	<Null>	NASHVILLE TN	US
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105030M00100CO	0	BOOTH, RC 300 CENTE <Null>	<Null>	BRENTWO(TN	US
105030M00200CO	0	CURTIS, CH 1231 2ND AVE S		NASHVILLE TN	US
105030N00100CO	0	HIGGINS, JI 47 A WHAF <Null>	<Null>	NASHVILLE TN	US
105030N00200CO	0	KLUTTZ, AM 47 B WHAF <Null>	<Null>	NASHVILLE TN	US
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105030O90100CO	0.15	O.I.C. HOMP O BOX 40466		NASHVILLE TN	US
105030P00100CO	<Null>	1224 2ND / 407 B MOC <Null>	<Null>	NASHVILLE TN	US
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105030P90000CO	0.21	O.I.C. 1224 204 S 11TH ST		NASHVILLE TN	US
105030Q00100CO	0	BELL, CLIFF 10 A N HILL <Null>	<Null>	NASHVILLE TN	US
105030Q00200CO	0	BELL, CLIFF 10 A N HILL <Null>	<Null>	NASHVILLE TN	US
105030Q90000CO	0.18	O.I.C. 10 N 219 WILLIAMSBURG CIR		BRENTWO(TN	US
105030T00100CO	<Null>	AFFORDAB 50 VANTAGE WAY STE 107		NASHVILLE TN	US
105030T00200CO	<Null>	AFFORDAB 50 VANTAGE WAY STE 107		NASHVILLE TN	US
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105030V00100CO	<Null>	TRUE DEVE 2309 CRESTMOOR RD STE 201		NASHVILLE TN	US
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10504002700	0.2	KITTLEMAN 133 ACADE <Null>	<Null>	NASHVILLE TN	US

10504002800	0.11	SPARKMAN 2707 NATC <Null>	<Null>	NASHVILLE TN	US
10504002900	0.12	GENCAY, A 1017 BOXV <Null>	<Null>	FRANKLIN TN	US
10504003000	0.1	GENCAY, A 1017 BOXV <Null>	<Null>	FRANKLIN TN	US
10504003100	0.1	ELLIS, KRIS 1 CLAIBORI <Null>	<Null>	NASHVILLE TN	US
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10504003400	0.13	STURDEN, 23 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
10504003500	0.15	ALEXANDEI 21 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
10504003700	0.13	ESPANA, M 17 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
10504003900	0.18	GREEN, JEA 13 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
10504006900	0.13	HANNAH, C 1623 FAIRF <Null>	<Null>	MURFREES TN	US
10504007000	0.14	HANNAH, C 1623 FAIRF <Null>	<Null>	MURFREES TN	US
10504007100	0.06	SWETT, JAC 45 PERKINS <Null>	<Null>	NASHVILLE TN	US
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10504007300	0.27	SEIBEL, HO 5261 FREDI <Null>	<Null>	BRENTWO(TN	US
10504007700	0.07	SWETT, AN 45 PERKINS <Null>	<Null>	NASHVILLE TN	US
10504008800	0.13	SPARKMAN 33 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
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10504009000	0.18	LITTLE MOI P O BOX 80 <Null>	<Null>	NASHVILLE TN	US
10504009100	0.18	GREATER N P O BOX 80271		NASHVILLE TN	US
10504009200	0.18	NASER, MC 39 TRIMBLI <Null>	<Null>	NASHVILLE TN	US
10504011100	0.05	CENTRAL C 837 RUSSLI <Null>	<Null>	NASHVILLE TN	US
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105040F00200CO	0	GILMORE, J 34 B N HILL <Null>	<Null>	NASHVILLE TN	US
105040F90000CO	0.18	O.I.C. HOM 34 NORTH HILL STREET		NASHVILLE TN	US
105040G00100CO	0	FLTPPC PR 9473 ASHFORD PL		BRENTWO(TN	US
105040G00200CO	0	MURPHY, F 1242 THON <Null>	<Null>	NASHVILLE TN	US
105040H00100CO	0	HYONG, SU 11 A N HILL <Null>	<Null>	NASHVILLE TN	US
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105040I00200CO	0	WANG, GU 28 N HILL ST		NASHVILLE TN	US
105040J00100CO	0	SHAH, SOH 31 A PERKI <Null>	<Null>	NASHVILLE TN	US
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105040J00300CO	0	DOUGLAS, P O BOX 306		FLAGSTAFF AZ	US
105040J00400CO	0	NEWMAN, 2578 E LOCUST DR		CHANDLER AZ	US
105040J90000CO	0.29	O.I.C. CHES 2839 SCENIC DR		CLARKSVILI TN	US
105040K00100CO	0	CUTLER, JU 1204 15TH AVE S		NASHVILLE TN	US
105040K00200CO	0	ESPARZA, M 16 B N HILL <Null>	<Null>	NASHVILLE TN	US
105040L00100CO	0	BE A HELPI 827 W MCKENNIE AVE		NASHVILLE TN	US
105040L00200CO	0	BE A HELPI 827 W MCKENNIE AVE		NASHVILLE TN	US
105040M00100CO	0	GILL, AUST 22 A N HILL <Null>	<Null>	NASHVILLE TN	US
105040M00200CO	0	HUNTLEY, C 22B N HILL ST		NASHVILLE TN	US
105040N00100CO	0	THERIAULT 202 DEER F <Null>	<Null>	BUTLER TN	US
105040N00200CO	0	ELLIOTT DE 3844 MT JULIET RD		HERMITAG TN	US
105040O00100CO	0	PATTON, J 19 A TRIME <Null>	<Null>	NASHVILLE TN	US
105040O00200CO	0	TORRES, C 19 B TRIME <Null>	<Null>	NASHVILLE TN	US
105040O90000CO	0.13	O.I.C. 19 TF 2441 OLD FORT PKWY STE Q472		MURFREES TN	US

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105040P00200CO	0	COURE, RIC 9919 MAX\ <Null>	<Null>	BRENTWO(TN	US
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105040Q00200CO	0	SHARON IN 1205 LINCOLN RD STE 215		MIAMI BEA FL	US
105040R00100CO	0	GREENTREI 1240 FAIRWAY ST		BOWLING (KY	US
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10507023300	0.2	SUAREZ, M 610 HAMIL <Null>	<Null>	NASHVILLE TN	US
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10507023500	0.2	OWEN, DO 614 HAMIL <Null>	<Null>	NASHVILLE TN	US
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10507033000	0.21	LONG, RYA 565 MOOR <Null>	<Null>	NASHVILLE TN	US
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10507034100	0.17	HAMMONI 5248 FRAN <Null>	<Null>	BRENTWO(TN	US
10507034200	0.17	LUCKETT, J 535 MOORE AVE		NASHVILLE TN	US
10507039000	0.11	MCGRAW, 415 MALLC <Null>	<Null>	NASHVILLE TN	US
10507039300	0.17	SPRINGER, 421 MALLC <Null>	<Null>	NASHVILLE TN	US
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10507048300	0.3	STANLEY, V 407 MERRI <Null>	<Null>	NASHVILLE TN	US
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105070Y90000CO	0.17	O.I.C. WEH 402 BOULD <Null>	<Null>	MOUNT JU TN	US
105072H00100CO	<Null>	SCHUMACI 1309 A PILI <Null>	<Null>	NASHVILLE TN	US
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105073L00100CO	0	COURI, GE 534 HAMILTON AVE A		NASHVILLE TN	US
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105073S00200CO	0	JUNIA, JOD 1016 A GLENDALE LN		NASHVILLE TN	US
105073S90000CO	0.17	O.I.C. HOM 513 3RD AVE S		NASHVILLE TN	US
105073T00100CO	0	CALDWELL, 613 HAMILTON AVE		NASHVILLE TN	US
105073T00200CO	0	CALDWELL, 613 HAMILTON AVE		NASHVILLE TN	US
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105073U00700CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
105073U00800CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
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105073U01500CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
105073U01600CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
105073U01700CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
105073U01800CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
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105073U02000CO	0	HAMILTON 121 1ST AVE STE 220		FRANKLIN TN	US
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105073U02700CO	0	BERKLACIC 1405 MAR T <Null>	<Null>	NASHVILLE TN	US
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105073V00100CO	0	1605 MAR T 513 3RD AVE S		NASHVILLE TN	US
105073V00200CO	0	1605 MAR T 513 3RD AVE S		NASHVILLE TN	US
105073W00100CO	0	MCQUEEN, 617 A MOC <Null>	<Null>	NASHVILLE TN	US
105073W00200CO	0	LYNN, MIKI 617 B MOC <Null>	<Null>	NASHVILLE TN	US
105073X00100CO	0	BRADSHAW 615 A MOORE AVE		NASHVILLE TN	US
105073X00200CO	0	KINKADE, A 615 B MOC <Null>	<Null>	NASHVILLE TN	US
105073Y00100CO	<Null>	MC2 GROU 416 MOORE AVE		NASHVILLE TN	US
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105074I90000CO	0.2	O.I.C. HOM 2517 EUGENIA AVE STE 202		NASHVILLE TN	US
105074J00100CO	0	CONDER, C 908 STEEPL <Null>	<Null>	BRENTWOOD TN	US
105074J00200CO	0	HINKLE, JET 510 B HAM <Null>	<Null>	NASHVILLE TN	US
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105074K00200CO	0	ZEITLIN, AN 511 B HAMILTON AVE		NASHVILLE TN	US
105074L00100CO	0	DIDONATO 409 C MER <Null>	<Null>	NASHVILLE TN	US
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105074L90000CO	0.15	O.I.C. HOM 513 3RD AVE S		NASHVILLE TN	US
105074M00100CO	0	MAGNESS P O BOX 158444		NASHVILLE TN	US
105074M00200CO	0	HAYES, SCC 409 MERITT AVE UNIT B		NASHVILLE TN	US
105074M90000CO	0.15	O.I.C. HOM 513 3RD AVE S		NASHVILLE TN	US
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105074O10100CO	<Null>	MYINT, AN 2407 8TH A <Null>	<Null>	NASHVILLE TN	US
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105074O10300CO	<Null>	CROCKER, I 1400 PILLO <Null>	<Null>	NASHVILLE TN	US
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105074O20300CO	<Null>	CONSIDINE 1402 PILLOW ST # 201	NASHVILLE TN	US
105074O20400CO	<Null>	OLLILA, MA 2711 OAKLAND AVE	NASHVILLE TN	US
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105074Q00200CO	0	ISER, ZACH 32 GRAMERCY PARK S 17F	NEW YORK NY	US
105074R00100CO	<Null>	BOWLES, S 6928 CAIRO BEND RD	LEBANON TN	US
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105074T00200CO	0	SCHUMACI 514 B MOC <Null>	NASHVILLE TN	US
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105074V00100CO	<Null>	CHRZASZ, F 423 MALLC <Null>	NASHVILLE TN	US
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105074X00100CO	0	GREENE, M 525 A MOC <Null>	NASHVILLE TN	US
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105074Y00200CO	0	PARKER, BE 522 MOOR <Null>	NASHVILLE TN	US
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10511017700	0.18	HENDRICKS 1806 NEAL <Null>	<Null>	NASHVILLE TN	US
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105112D02300CO	0	ROSS, ALEC 1624 MARSH	<Null>	<Null>	NASHVILLE TN	US
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105112D02700CO	0	HARKEY, T 518 A SOUTHGATE AVE			NASHVILLE TN	US

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OwnZip

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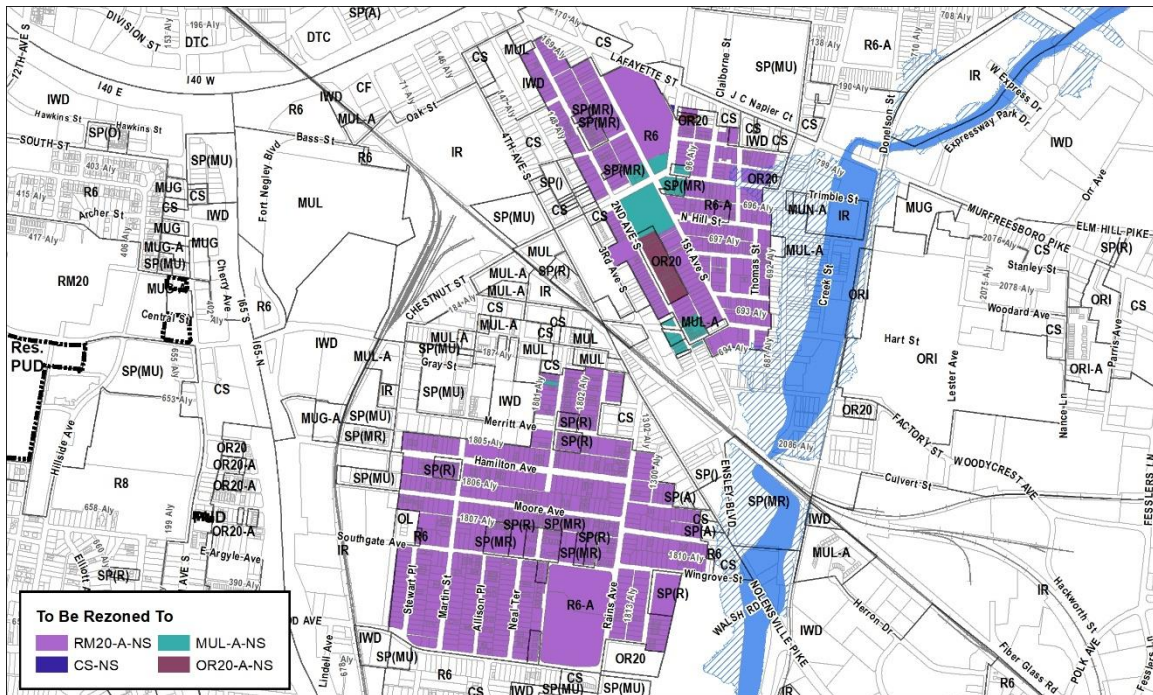
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 Map 105-11-0-I, Parcel(s) 001-002, 900
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Map 105-11-3-B, Parcel(s) 001-002, 900
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Map 105-11-4-A, Parcel(s) 001-002, 900
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Map 105-12, Parcel(s) 004-009,
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Fee waived by Council

A request to rezone from SP, CS, MUL-A, OR20, R6, and R6-A to MUL-A-NS, RM20-A-NS, CS-NS, and OR20-NS for various properties located south of Lafayette Street and north of Wedgewood Avenue (188.33 acres), requested by Councilmember Colby Sledge, applicant; various property owners (see associated case 2021UD-001-001).





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-635, **Version:** 1

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 an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), all of which is described herein (Proposal No. 2021UD-001-001).

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 an Urban Design Overlay District to various properties located south of Lafayette Street and north of Wedgewood Avenue, zoned CS, IR, IWD, MUL-A, OR20, and R6 (191.68 acres), being various Property Parcels Nos.as designated on various Maps 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 various maps 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, a corrected copy of the UDO 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 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.

STANPAR	Owner
10503025700	ST. PATRICK CATHOLIC CHURCH
10508005400	MORNING STAR MISSIONARY BAPTIST CHURCH
10508004500	STEINHOUSE, J. T., J. W., C. L. III
10511015101	METRO GOV'T BT BACK TAX SALE
10511004800	FLAHERTY, LAURA
10507038400	MDHA
10504011300	TREVECCA NAZERENE UNIVERSITY
10504012800	HELLMER, JOSH
10504012100	SOWELL, JAMES A.
10504020000	SNEAD, AUNDRA
10503009000	MCTORRY, CHARLES
10503026900	CUNNINGHAM-BURT, JUDY
10511019800	METRO GOV'T S HAMILTON-CENTRAL
10504007800	POSEY, WILLIAM H. & SUSIE
10507036500	BENTLEY INVESTMENTS, LLC
09315032600	PRITCHARD, JOSEPH
09315032900	KENDALL, TOJUANA
10504021300	HALL, BEVERLY C.
10503009400	SPRAGENS, JOHN T. & MENEELY, CLAIRE
10504018000	FLOYD, GEORGE & OWEIDA
10511012700	HOLMAN, TRISHA L.
10504019600	MCADOO, MICHAEL Q. & FREDERICK
10508004600	STEINHOUSE, JAMES, JOHN & CLARENCE L.
10504013100	BETTY, DOUGLAS E. & LAURA R.
10511012100	NEAL, ANGELA D.
10507027300	MCNICHOLS, JORDAN & BONNIE KEARNS
10507038200	MDHA
10512000900	NASHVILLE INTOWN DEVELOPMENT CO., LLC
10511010600	LABLANC, ROGER L. & KIMBERLY D.
10503013400	GUINDI, YVETTE
10504011600	WOOD, JOHN & FLETCHER, ROBERT M
10503008700	MDHA
10503026300	FAY, MICHAEL PATRICK & BREANNA
10504001800	SHELTON, MAXINE
10504018700	Z 1, LLC & COLE, MORGAN
10507042900	STEINHOUSE, C. L. III ETAL
10507038900	MEEK, CAMERON L.
10507042800	STEINHOUSE, JOHN, JAMES & CLARENCE L.
10507032700	KELTON, JEREMY
10507042700	COHEN, DENNIS WAYNE
09315036600	METRO GOV'T S CAMERON
10511016900	TITUS, BRYAN
10511006600	SMITH, LOUIS
10511007700	DAVIS, DONNA L.
10511015400	FUQUA, ERICA M.
10508007400	HART STREET CHURCH OF CHRIST, TRS.

10507029900	WISE, STEVE N.
10511005900	KELTON ENTERPRISES, LP
10511015500	LANIER, ERIC & ERICA
10511018400	HEFFERNON, MARGARET SUSAN, TRUSTEE
10503025300	MOORE, FLORENCE H. (LE) & FERRELL, SARAH ET AL
09315032200	GAD, MEDHAT
10507026300	SMALLMAN, WILLIAM
10504001500	SANKARI, MOHAMED
10511006000	SCHRUPP, GAYLEN & BOYD, KATHLEEN J.
10507027500	WD DEVELOPMENT COMPANY, GP
10507027600	GMAT HOLDINGS, GP
10507027700	COVINGTON, JOHN M. & TONYA M.
10511016500	KOEHLER, BECCA JANE & GARY LEE
10511008500	RIDLEY, JAMES D., JR.
10508004800	STEINHOUSE, CLARENCE L., III & JOHN T. & JAMES W.
10511008300	FINEN, CHRIS M.
10503026200	COWAN, WILLADEAN
10507036700	BENTLEY INVESTMENTS, LLC
09315033500	MDHA
09315030100	MUSIC CITY DEVELOPERS, LLC
10511011800	WORDLAW, DONNEL L.
10507026200	KRABOUSANOS, MICHAEL BRYAN
10503012300	REEVES, OLEAN DORTCH
10503008600	SHILOH MISSIONARY BAPTIST CHURCH TRS.
10504004300	HUGHES, HARVATHA & SHERRON
10507013000	BASKERVILLE, ASHLEY RUTH
10507013100	BACHTA, KATE ASHBY
10511006700	ROACH, LARISSA ARNAULT & NATHAN ANDRE
10503009200	MURRAY, VIRGIL J.& ROBERTS, DELORIS B.
10511005700	MALO, ERIC N. & ALYSHA L.
10507015500	GRIMES, DEBRA
10507025700	D&J PROPERTIES OF TENNESSEE, LLC
10503025000	DOERFLER REVOCABLE LIVING TRUST, THE
10504020100	SNEAD, AUNDRA
10511006900	WILSON, BEVERLY
10507038100	FREEMAN, SPENCER
10503025100	DPH PROPERTIES, LLC
10511002900	GATTI, CARL JAMES
10504003800	SANKARI, MOHAMED & AHMED
09315037000	METRO GOV'T BT BACK TAX SALE
10503030900	JMS PROPERTY GROUP, LLC
10504018900	BOWMAN, GAYNELL READO
09315029700	JONES, DONALD A. ET UX
10511022400	83 FREIGHT
10503012900	SEAY HUBBARD METHODIST E. CHURCH
10511007300	MORRIS, WAYNE E.
10507022900	COLVIN, ALAN B. & LEE S.

10503010800	MUSIC CITY DEVELOPERS, LLC
10507042400	BEST BUILT CONSTRUCTION, INC & PARSA, HAMIDREZA
10511010300	NEW HOPE PROPERTIES, LLC
10503025500	SAINT PATRICK PARISH
10504011200	RAYMER, JAMES ARTHUR II & KENYA
10503008100	SHILOH BAPTIST CHURCH, TRS.
10511010400	HAMMOND, MICHAEL P. & CAROL A., TRS.
10511010500	HAMMOND, MICHAEL P. & CAROL A., TRS.
10504002100	MENTLOW, TONIA & WALTER, JR.
10503024900	CARPS, BRANDON MICHAEL & ERICA PAIGE
10507027400	KREYSA, KELA
10504020200	SNEAD, AUNDRA
10504009600	HOME OF CAPITAL LLC
09315032500	PRITCHARD, JOSEPH
10503007900	SHILOH BAPTIST CHURCH
10507021900	SMALLMAN, WILLIAM H.
10507022300	REGIONAL HOLDINGS, LLC
10503029900	BIRKHEAD, DANIEL
10507037400	HATCHER, NATHANIEL SR.
10504010600	WHITE, SAMUEL DION
10503011800	SOWELL FAMILY TRUST 2020
10503027900	GRAVETTE, TRAVIS
10503030300	MCCALL, BAXTER & MCCALL, JOHN C.
09315030600	GRENFELL, ROBERT C. JR. & HENRY, JEFFREY S. JR.
10504021500	CREAM CITY DEVELOPMENT LLC
10507025200	D & J PROPERTIES OF TENNESSEE, LLC
10504001900	AFFORDABLE HOUSING RESOURCES INC
10504004900	BUFORD, JESSICA
10511020400	RAM MEEK, LLC
09315032000	NORMAN, EDWARD & ROBERT K.
10507026100	BROOKS, WILLIAM M., JR.
10512000600	GMAT HOLDINGS, G.P.
10504001200	STARNES, EWING & DOROTHY
10503013600	THOMAS, ROY & THOMAS, ROY, JR.
10511007400	CARPENTER, JUSTIN & DANILCZYK, JESSICA
10507035000	PORTER, OSCAR C. III ET UX
10507036600	BENTLEY INVESTMENTS, LLC
10507015900	MDHA
10503012700	MDHA
10503014101	DEGERBERG, GEORGE N., III
10507028200	MDHA
10504018500	NORTHERN, THELMA H.
10503009500	HELLMER, JOSH & JENNIFER
10507030800	GMAT HOLDINGS, GP
09315029800	SCHINDLER, ANTHONY J & JENNIFER L REVOCABLE TRUST
09315029300	GREEN, FRANCES B.
10507030700	GMAT HOLDINGS, G. P.

10504001000	MUSIC CITY FINANCIAL, LLC
10507024100	COLLINS, ROBERT & GWENDOLYN ANN
10504010000	SALES, ANNIE & SALES, JOHN L., JR.
10507029200	GMAT HOLDING, G.P.
10511002300	HUGHES, HARVATHA & SHERRON D.
10507030000	KELTON, CLAY
10504008700	GREATER MT. ZION BAPTIST CHURCH, TRS.
10504010800	BONNER, DEBORAH (LE) & BONNER, HOWARD & BONNER, DON ELLIS
10507016400	GMAT HOLDINGS, GP
10503027500	PARSA, HAMIDREZA & SALIMI, JAVAD
10507025800	BROOKS, WILLIAM M., JR.
10507029700	GMAT HOLDINGS, G.P.
10511004300	CURRY, JEFFREY SCOTT
10511004400	CASE, RYAN B. & SARAH ANN H.
10511000400	ELLIOTT, THOMAS O.
10504012600	BUD PROPERTIES, LLC
10503025900	HOLT, MARY LOUISE
10511004000	SMALLMAN, WILLIAM H.
10511021800	NUGYEN, VINH TAT ET UX
10503013100	TAYLOR, JOHN M & MADELINE
10504015800	WHITEHEAD, L. SHANE
10504021200	MORNING STAR MISSIONARY BAPTIST CHURCH
10511018800	CREWS, J. C. ETUX
10511012900	KELTON, CLAY
10507014600	VICK, JONATHAN
10504013400	JAMES, NETTIE M.
10511022100	ROSEMAN, JEAN F. LIVING TRUST, THE
10504010100	CROSS, DONNA GAYLE
10511000200	RINKER, RONDA LEA
10504013200	SOWELL, JAMES A.
10511012600	BERTRAND, ANGELA
10507022400	D & J PROPERTIES OF TENNESSEE, LLC
10511003900	SMALLMAN, WILLIAM H.
10504019500	VAUGHN, ANITA
10504018800	HART STREET CHURCH OF CHRIST, TRS.
10503013900	METRO GOV'T NE POWER BOARD
10507026400	MCCURDY, CATHY N.
10511020000	HAMMOND, JEFFREY L. & AMBER E.
10507024900	BROOKS, WILLIAM M., JR.
10504010700	BOOTH, RONALD LEE III
09315032700	PRITCHARD, JOSEPH
10511022500	FEY, DARHONDA LYNN
10511011900	LYNCH-LORCA, JULIO E.
10504015700	BM BUILDERS, LLC
10511000600	HAMMOND, JEFFREY LEE
10507037100	TENNESSEE PRISON OUTREACH MINISTRY, INC.
10511018700	SMITH, ELIZABETH J., TRUSTEE

10507027100	MDHA
10507020600	DODGE, JASON
10507021600	KOON, KRIS W.
10508007600	HART STREET CHURCH OF CHRIST, TRS.
10507037300	TENNESSEE PRISON OUTREACH MINISTRY, INC.
09315029200	LEE, MARTHA ARNITA
10507012900	GOLDEN, VICKI ANN ET VIR
10503013700	BUD PROPERTIES, LLC
10503011400	LYTLE, T. C. ETUX
10504001300	GOODLOE, PAUL ETUX
09315034000	URBAN HOUSING SOLUTIONS, INC.
10511007000	NORRIS, W. C. ETUX
10504009800	HOWSE, C. B., JR.
10507029300	GOOCH, W. R. ETUX
10504019000	DAVIS, LORETTA LOUISE & DONALD LIONEL
10503012400	MUSIC CITY DEVELOPERS, LLC
10511000700	CHEN, ANNIE
10507037000	TENNESSEE PRISON OUTREACH MINISTRY, INC.
10504013500	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10504013600	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10507037500	HATCHER, NATHANIEL SR.
10507016700	BURROW, GEORGE ET UX
10507016800	WALKER, MELVIN ELMO III & BRITTANY L.
10504018200	POSEY, WILLIAM H. & SUSIE J.
10507022100	JENKINS, DONALD S.
09315037300	BAHUR, JAMIL & SALEH, HAMIED
09315030500	GLADYS, LLC
10507014500	VICK, JONATHAN
09315030300	MUSIC CITY DEVELOPERS, LLC
10511005300	PATY CONSTRUCTION, LLC
10511005600	PADRE PIO PROPERTIES LLC
10507039200	DILKS, ED & SHANNON
10507037900	BENNETT, LEWIS A. ETUX
10511004500	MITCHELL, CALEB & LESTER, LAURA
10511003300	FERRIS, CLIFFORD M. III
10511011000	JACKSON, MARY
10511003800	WINGROVE HEIGHTS 18, GP
10511004900	BLUEGRASS CAPITAL GROUP, LLC
10511005000	409 MOORE LLC
10507039100	GAYE, SHARON J.
09315032100	MUSIC CITY DEVELOPERS, LLC
10507038600	MCKINNEY, MATTHEW
10508024400	BASS, LUCILE WM. & BASS-SHELTON, MELATON
10503030800	SHARMA, PARMESH
10511004700	GMAT HOLDINGS, GP
10511006200	HODGES, ASHLEY ELIZABETH & DAWES, ANDREW PHILIP
10504019700	KOZIOL, JUSTIN

10511007100	MCKENZIE, CLARE BURNETT
10504010300	HENDERSON, JASMIN E.
10503032300	JACKSON, MARK A.
10504016500	BARKLEY, CHRISTOPHER A. & SALLY A.
10507021100	TRUMP, IVEYLEE BECK & CHRISTOPHER WADE
10507021200	BARCLAY, ADRIENNE & ROBERT
10511005200	MCDANIELS, SANDRA A.
10504012700	HANKINS, CHOUNESSEY M.
10511006100	SUAREZ FAMILY HOLDINGS, LLC
10511000900	HENDRIX, KIM SCOTT
10507034700	FERDOWSI, BIJAN
10507031900	HILLCREST COMMUNITY CHURCH
10507032000	HILLCREST COMMUNITY CHURCH
10504011900	GILDER, KATHLEEN
10507038700	MAGI GROUP, LLC
10507038800	NAMVAR, VAHID
10503009100	PERRY, WILLIE & SCRUGGS, ALLIE ET AL
10504010200	JACKSON, ANDREW LEE, JR.
10503012500	MUSIC CITY DEVELOPERS, LLC
10507037600	TENNESSEE PRISON OUTREACH MINISTRY, INC
09315029500	KOVACH, STEVE, IV
10507024200	BURDOCK, LAUREN & PHILLIPS, DONALD
10511008400	LUCKETT, MARY ANNE
10503012800	HOLBERT, FRANK
09315029900	MDHA
10511007600	MARTIN, RUSSELL C.
10511010700	VERHAMME, INGRID M.
10507012700	HALIM, RAMZI
10511013800	SMALLMAN, WILLIAM H.
10511016000	BRADSHAW, BEN A. ET UX
10511018200	ROSEMAN, JEAN F. LIVING TRUST, THE
10504014500	21 A SHEPARD ST TRUST
10504014600	GIARDINA, JACQUELYN M.
10503025200	TN REAL ESTATE NOW, LLC
10507025400	GMAT HOLDINGS, G.P.
10503026600	CLEARWATER PROPERTIES, LLC
10507019900	GHOORBANI, MEYSAM
10507019300	WATKINS, SAMUEL H., JR. ET UX
10507022000	FAGEN, KENTON HEATH
10511015900	GMAT HOLDINGS, GP
10511006800	SCHEELE, CHRISTOPHER GRANT
10504021000	MORNING STAR MISSIONARY BAPTIST CHURCH
10503028000	HART TO HEART DAY CARE LEARNING CNT, INC
10511013000	OWSLEY, CYNTHIA D.
10504013900	MAYS, SHAWNDA R. REVOCABLE LIVING TRUST
10512000700	D & J PROPERTIES OF TENNESSEE, LLC
10507032200	HILLCREST COMMUNITY CHURCH

10511014100	SUAREZ FAMILY HOLDINGS, LLC
10511017000	RUSSELL, LLOYD O., JR.
09315033900	MDHA
10507020800	OPERATION STAND DOWN NASHVILLE
10507020900	EWING, ANTHONY
10504013000	DUNLAP, DANNY
10511008000	STINSON, LAURA M.
10503026100	HAMILTON, ANNETTE F
10507026000	BROOKS, WILLIAM M., JR.
10507014800	BROOKS, WILLIAM M., JR.
10503027700	GREEN, CLARENCE E.& JAMES O. ET AL
10503026500	WHITE, JASON S. & VIRGINIA L.
10504016400	TOWNLEY, WILLIAM, III
09315034500	NUCK AND BEAL, LLC
09315034600	NUCK AND BEAL, LLC
09315037500	CMC DEVELOPMENT, LLC
10504001600	SANKARI, MOHAMED
10504019100	ISMAIL, QANI
10503014100	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10507028500	GMAT HOLDINGS, G.P.
10504015500	FLOYD, GEORGE L. AND OWELDA
10511001000	ALEXANDRU, GEORGE
09315031900	ESLAMI, HASSAN & AMY AREZO
10507040000	ELJAY ENTERPRISES, LLC ET AL
10511010200	KELTON ENTERPRISES, L.P.
10504015000	FLOYD, GEORGE LEE ETUX
10511020100	KELTON, CLAY & REBECCA
10504001400	SPARKMAN, AARON
10511015100	WARREN, MARILYN
10504011500	LEANNA, SHANE
10511014200	SUAREZ FAMILY HOLDINGS, LLC
10511017100	GOOCH, WILLIAM R. ETUX
10507037800	NGUYEN, THANH VAN
10508005000	FRIERSON,J.W.CH.,OF CHRIST DEV.FDN.
10508005100	FRIERSON,J.W.CH.,OF CHRIST DEV.FDN.
10508004700	STEINHOUSE, CLARENCE L. III, & JOHN T., & JAMES W.
10504014400	SEGOVIANO, LUIS A.
10503008800	MDHA
10511008800	GRIGSBY, PAUL
10503026400	FAY, MICHAEL PATRICK
10504008300	VAUGHT, JOSEFINE
10504001100	WOODBINE COMMUNITY ORGANIZATION
10507019200	MCDONALD, JOE D.
10511008100	HAFERMAN, ANNA
10511002400	HUGHES, HARVATHA ET UX
10507036300	BARRETT, M. LEE, JR.
10507023000	KELTON ENTERPRISES, LP

10511012000	SALTER, SUZANNE L.
10507029000	D & J PROPERTIES OF TENNESSEE, LLC
10507029100	D & J PROPERTIES OF TENNESSEE, LLC
10503012100	COBBINS, SYLVIA
10504002000	NASH, JONATHAN EDWARDS & SUSIE PHADKE
10507036200	ARC PROPERTIES, G.P.
10504004000	PETTIGREW, NINA RHEA
10511001600	SOUTHGATE PARTNERS, LLC
10503013800	SPARKMAN, AARON L.
10507022500	BROOKS, WILLIAM M., JR.
10504012300	HALL, BEVERLY C.
10507025900	BROOKS, WILLIAM M., JR.
10507022700	BROOKS, WILLIAM M., JR.
10511003400	WIMBERLEY, VIRGINIA & JOSH
10511001200	MCCUTCHAN, MATT & REBECCA
09315029400	KOVACH, STEVE, IV
10507024500	KLEIN, BARBARA C.
10511021600	GOOCH, CAROLYN E.
10503030600	MT. PISGAH MISSIONARY BAPTIST CH., TRS.
10511007800	BARRETT, M. LEE, JR.
10507042500	SALIMI, JAVAD
10504021100	MORNING STAR MISSIONARY BAPTIST CHURCH
10504019400	VAUGHN, ANITA
10507015000	BROOKS, WILLIAM M., JR.
10503032600	POSEY, WILLIAM H. ET UX
10512000400	AL-MAHDI ISLAMIC CENTER
10511001100	WILSON, BEVERLY
10511016200	SUAREZ FAMILY HOLDINGS, LLC
10511007200	LAOS, IRVING & SARAH
10507026600	DAILY, PATRICIA JOSEPHINE, TRUSTEE
10507026700	BUCKNER, MARY CAIN
09315033000	SCHLANGER, MELVIN P.
09315037600	SCHLANGER, MELVIN P.
10503031000	SOWELL, JOHN N. & MATTIE L.
10511012400	KELTON ENTERPRISES, LP
10503014000	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503031001	TRIM, JOHN
10504010500	NASHVILLE INTOWN DEVELOPMENT CO., LLC
10511010000	ANDREWS, DIANA JOY
09315030700	ZIMMERMAN, JAMES & KRISTIE A & KLEIN & JOHN & SANDRA
10511015000	SUAREZ FAMILY HOLDINGS, LLC
10511022900	CASTRO, JANETTE & OAKS, JOHN
10507028300	GMAT HOLDINGS, G.P.
10511016800	WILSON, BEVERLY H. & ADAMSON, ROGER
10511014300	HEGGIE, KRISTEN M.
10503030000	URBAN HOUSING SOLUTIONS, INC.
10507022800	PETERSON, WHITNEY

10511002500	ARC PROPERTIES, G.P.
10507032800	FROHOCK, KYLE & TESSA
10507032500	SMALLMAN, WILLIAM
09315034100	URBAN HOUSING SOLUTIONS, INC.
10504010900	POUNCEY, JILL WALLIS
09315034700	NUCK & BEAL, LLC
10507039600	BELLEFANT, PRESTON T. ET UX
10507039700	BELLEFANT, PRESTON T. ET UX
10507021400	MAYBERRY, GERALDINE
09315034200	MDHA
09315037700	MDHA
10511003700	WISE, STEVE
10511019400	JENKINS, PAUL
10511019500	JENKINS, PAUL
10507030400	BAINBRIDGE, CANDI MICHELLE & KENNEDY, MARY MILES
10507027000	GMAT HOLDINGS, GP
10511014000	HEDGES, JAMES
10503008400	MASON, ALMA JEAN & ALMA JOYCE & ANGELO & WALKER, AUDREY M.
10507031800	JONES, INETA B.
10511021900	MASON, ELIZABETH GRACE & LITTRELL, JAMES AUSTIN
10511007900	RICHARD, JOE J.
10511015700	FAVORITE, DARIN LEE & BASGALL, HEIDI AMANDA
10504020900	REYNA, HUMBERTO
10503025800	GOO REVOCABLE LIVING TRUST
10503027300	COUCH, JANIE MAE
10507048500	WISE , STEVE N.
10511015300	PEAY, JOHN R. ETUX
10504000800	SPARKMAN, AARON L.
10511004100	438 WINGROVE, GP
10507031600	OLIVER, BRENDEN DAVID
10507036400	GMAT HOLDINGS, G.P.
10511008900	KELTON, JEREMY
10511018600	JACKSON, OLIVER LEROY, JR. ET UX
10507030500	HARRIS, LINDSEY M.
10507031700	BODDEN, BALEY
10511006400	HILL, MARY JEAN & JOSEPH R. ET AL
10507026500	BROWN, SANDRA & EDMOND E.
10507023100	LOWE, HALMON W. ET UX
10503007800	SHILOH MISSIONARY BAPTIST CHURCH
10511000800	BROWN, RAMSAY
10511006500	SUAREZ FAMILY HOLDINGS, LLC
10511012300	HOPKINS, JEROME EVERETT ET UX
10511015600	WHITE, BETTY J.
10504004400	FUENTES-MOLINA, JAEI & TORRES-RODRIGUEZ, RUBEN
10503012200	SEAY-HUBBARD UNITED METH. CHURCH TRS
10503026800	PHILLIPS, KATHRYN H.
10503026700	GAMI PARTNERS, GP

10507027800	GMAT HOLDINGS, GP
10504019800	SNEAD, AUNDRA
10504000900	LAFAYETTE MARKET, INC.
10511006300	NEELY, MARVIN E. & GAIL H.
10507028400	GMAT HOLDINGS, G.P.
10511003500	SNEED, HENRY CLAY
10504016600	GIAMMARELLA, BONNIE
10504015300	FLOYD, JONI L.
10511005500	RYANS, NANCY
10507016300	GMAT HOLDINGS, GP
10511014600	WILSON, BEVERLY
10511003600	HAMBRICK, RONALD W. & BRENDA
10511004200	HALL, HAZEL LINDA(LE)& DANNY EARL
10504014200	15 SHEPARD STREET, LLC
10503032200	GREENE, JADE & JONI M
10504012000	SOWELL, JAMES A.
10512000800	HYBRID BUILDERS LLC
09315030200	MUSIC CITY DEVELOPERS, LLC
10511009100	MODERN REMAINS DEVELOPMENT
10503027400	REFRESHCO, LLC
10503027800	REFRESHCO, LLC
10504015600	SOWELL, JAMES ALONZO
10511022000	FRYE, YOLANDER W.
10504004100	SAVITSKY, RYAN NOLAN & RICHARD
10504015200	HAMIDY, SAEID
10504021400	MORNING STAR MISSIONARY BAPTIST CHURCH
10507016500	GMAT HOLDINGS, GP
10507037700	MORROW, DEBRA A.
10503030700	WENER, STEVEN & BENDER, JACOB
10504000200	SPARKMAN, AARON L.
10504013300	MOTE, GRAHAM DAVID & KRAFT, LYNETTE MAE
10511009300	WEHO DEVELOPMENT GROUP, GP
10511012200	TUNE, KELLEY
10511005100	TRAN, NGHI LE & MAI, SACH THI
10508000100	FLOYD, GEORGE L.
10504018400	FLOYD, GEORGE L.
10503030200	JAC INVESTMENT HOMES LLC
10504008100	AL-SORAIFY, ALI
10511005800	KELTON, JEREMY
10511007500	FUQUA, SHERRY L.
10504008200	AL-SORAIFY, ALI
10507039800	JACKSON, WANDA STRAIN ET AL
10511016700	STONE, JEFFREY DAVID
10507039500	KLURFELD, MICHAEL ERIC & LESLIE VERONICA
10504007900	MOHAMMED, SAID
10507029500	GMAT HOLDINGS, G.P.
10507030600	ROBINSON, MELVIN L. ETUX

10503027000	CENTRAL COAST PROPERTIES, LLC
10511009700	BAKER, JOHN WILLIE ETUX
10511013100	BABER, MARY J. MRS.
09315033800	COX, JACKIE
10511030200	HARLAN, CHARLES ETUX
10511030300	JENNINGS, LEON & DOMETRA L.
10511030400	CHRISTIAN, PEGGY & MARK
10511030500	WHITTAKER, MATTIE P.
10511030600	SUAREZ FAMILY HOLDINGS, LLC
10511030700	MCCARROLL, JOYCE
10503013500	CUMBERLAND ADVISORY GROUP LLC
10504019200	JONES, SHANE W.
09315034300	NUCK & BEAL, LLC
10511017200	ADAMSON, ROGER L. & WILSON, BEVERLY
10511016300	MARKEN, ROBERT & THORNTON, RANDY
10503027100	CENTRAL COAST PROPERTIES, LLC
10507029400	GMAT HOLDINGS, G.P.
10504002200	DENNING, DEBBIE
10507030200	CONNOLLY, JOHN & KELLY
10512000500	WILLIAM R. MCCARTY, JR. LIVING TRUST
09315032800	CUMBERLAND ADVISORY GROUP, LLC
10503009300	DATUM 9 DEVELOPMENT, LLC
10511009900	FARREN, NICHOLAS & CHRIS
10504013700	MAYS SHAWNDA R. REVOCABLE LIVING TRUST
10503011900	HEWITT, BREEAN
10503032400	MORNING STAR MISSIONARY BAPTIST CHURCH
10511000300	RINKER, RONDA LEA
10504020800	MORNINGSTAR BAPTIST CHURCH
10507036800	KING, JEFFREY C. & TAMMY R.
10511016600	BATTS, YVONNE M.
10511020500	D&G DEVELOPMENT 33, GP
10511020600	D&G DEVELOPMENT 33, GP
10511020700	SMALLMAN, WILLIAM
10511020800	SMALLMAN, WILLIAM H.
10511020900	SMALLMAN, WILLIAM H.
10511021000	SMALLMAN, WILLIAM H.
10511021100	SMALLMAN, WILLIAM H.
10511021200	SMALLMAN, WILLIAM H.
10511021300	SMALLMAN, WILLIAM H.
10511021400	SMALLMAN, WILLIAM H.
10504019900	SNEAD, AUNDRA
09315031800	SCALISE, JUSTIN THOMAS & SHEILDS, ANGELA DELIGHT
10507015200	HARVEY, HANNAH L.
10511021500	LEE, VATER L.
10511009800	E & K LUSKY REVOCABLE LIVING TRUST
10504014700	URBAN HOUSING SOLUTIONS, INC.
10507029600	BROOKS, WILLIAM M.,SR.& WM. M.,JR.

10511010900	KELTON, CLAY N. & REBECCA P.
10508004900	MORNING STAR MISSIONARY BAPTIST CHURCH
10511012500	CURLL, PATRICIA W. & ANGELA RENE
10511009400	VANHOOSER, JOE KENNETH JR. & FISHKIN, ANDREA ISIDORA
10511000500	YCHUM, MICHELLE COX
10511013200	PERKINS, CLARENCE R. ETUX
10504014701	URBAN HOUSING SOLUTIONS, INC.
10504014800	URBAN HOUSING SOLUTIONS, INC.
10504015900	SAMUELS, DEXTER & DAVIS-SAMUELS, IVANETTA
10503008900	CREAM CITY DEVELOPMENT, LLC
10511009600	1709 MARTIN STREET TRUST
10508007700	STEINHOUSE, J. T., JAMES & C. L. III
09315037400	CMC DEVELOPMENT, LLC
10503027200	CENTRAL COAST PROPERTIES, LLC
09315032300	PRITCHARD, JOSEPH
10503025600	SAINT PATRICK PARISH
10504019300	MAKARUCHA, MAGDALENA S.
09315029600	KOVACH, STEVE, IV
10511014900	MCCLLOUD, BRYCE
10511011300	MDHA
10504011800	HAMM, GEOFFREY E
10511015800	LOPEZ, JESUS
10507028000	FRASURE, KENNETH W.
09315029100	CUMBERLAND ADVISORY GROUP
10507023800	YOUNGBLOOD, TONY
10503010900	MUSIC CITY DEVELOPERS, LLC
10507015600	K & G RENTALS, LLC
10511013500	OPERATION STAND DOWN NASHVILLE, INC.
10507016600	MASLOV, DAN B. & VALENTINA
10508023900	GMAT HOLDINGS, GP
10504018300	CHINETTI, PAUL MICHAEL
10511019900	BREAL, GREGORY P JR & GREGORY P SR
10511002600	ARC PROPERTIES, G.P.
10503025400	DEATON, LAURIE B.
10504009700	OLIVER, SUSAN & KIMBERLY & RICK
10511013600	SMALLMAN, WILLIAM H.
10511016100	SUAREZ FAMILY HOLDINGS, LLC
10507032600	1611 MARTIN ST. PARTNERS, GP
09315034400	NUCK & BEAL, LLC
09315033300	2ND AVENUE PROPERTIES, LLC
10504018100	KARR, BERNICE M.
10511016400	AUTENRIETH-WILLIAMS FAMILY LTD.PTNRSHIP.
10503032500	MCCALL, BAXTER & MCCALL, JOHN CALVIN
10511011200	KENNER, CHANDRA D.
10503030100	POTTS & KELLEY PROPERTIES
10511010800	BAKER, MACKENZIE
10507049100	MDHA

09315038000	MDHA
10507049200	MDHA
10504039000	PARKS, RHONDA A.
09315038300	PHILLIPS, NIKKI
09315038400	WILSON, KENNETH M. ET UX
09315038500	BROWNLOW, SHIVONA LYNN
09315038600	SAOUD, JOSEPH & ISABEL CRISTINA
10507049800	ARC PROPERTIES, G.P.
10507049900	FITE, WILLIAM K. ET UX
10511031100	MDHA
10503034100	CRAWFORD, CONSTANCE
10503034200	SMITH, HENRY J. ET UX
10503034300	WILLIAMS, TANYA L.
10503034400	ZAHRIR, HAMID
10503034500	FEENEY, MICHAEL GRAHAM & COLE, DAVIS CHRISTOPHER
10507050000	ESMOND, TERRY & MURPHY, LINDA
10507050100	THOMAS, KWANE & AVA
10507050200	BRECKENRIDGE PROPERTY FUND 2016, LLC
10511031200	WDCN PUBLIC TELEVISION CORP.
10504039500	WOOD, JOHN & FLETCHER, ROBERT M
10504039600	MORNINGSTAR BAPTIST CHURCH
10507050400	CLOUSE, CATHERYNE G.
093150A00100CO	DAVIDSON, JOSEPH G.
093150A00200CO	MURDOCK, MICHAEL K. & CAROL A.
093150A00300CO	O.I.C. HOMEOWNERS ASSOC. CHESTNUT HILL PROPERTIES
093150B00100CO	ESTATE OF DAVID PRITCHARD C/O SUSAN PRITCHARD
093150B00200CO	ESTATE OF DAVID PRITCHARD C/O SUSAN PRITCHARD
093150B90000CO	O.I.C. CHESNUT HILL PROPERTIES II
105030A00100CO	GOLDWIRE, ROBERT
105030A00200CO	ATKINS, MORGAN KATHLEEN
105030A90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030B00100CO	RAYMER, JAMES A.
105030B00200CO	MIHAILOV, ELROY L.
105030B90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030C00100CO	MURPHY, MYLES H. & CARRIE L.
105030C00200CO	MARSHALL, AUSTIN LEE
105030C90000CO	SOUTHVIEW ON SECOND TOWNHOMES HOMEOWNERS, INC.
105030A00300CO	PATTERSON, JAMES MATTHEW
105030A00400CO	TOM, AMELIAH J
105030A90200CO	O.I.C. 1072 SOUTHVIEW ON SECOND
105030A90100CO	O.I.C. 1070 SOUTHVIEW ON SECOND
105030A00500CO	JACOBS, BRANDI J.
105030A00600CO	TALLEY, TERRY L.
105030B00300CO	STRAUB, PETER S.
105030B90100CO	O.I.C. 1074 SOUTHVIEW ON SECOND TOWNHOMES
105070A00100CO	SHARP, EVAN RICHARD
105070A00200CO	SCHALMO, GARY

105070A90000CO	O.I.C. 1306 PILLOW STREET TOWN HOMES
105110B00100CO	COOK, NICHOLAS RYAN
105110B00200CO	ARNOLD, KAHLIL
105110B90000CO	O.I.C. 500 SOUTHGATE TOWNHOMES
105070B00100CO	QUINN, GEORGE ANDREW & FLYNN, TATUM
105070B00200CO	OLCOTT, TAYLOR A.
105070B90000CO	O.I.C. 615 HAMILTON TOWNHOMES
105070C00100CO	FIVE TWENTY SIX HAMILTON AVE., LLC
105070C00200CO	KIM, CHARLES LEE & CHOO, ANNIE YEONJOO
105040A00100CO	BURT, DANIEL J. & AMANDA L.
105040A00200CO	CORLEW, JOSHUA
105040A00300CO	FLEMMING, TAYLOR & LAURA
105040A00400CO	ADKINS, JASON & STEPHANI
105040A90000CO	O.I.C. GARDEN STREET HOMES
105110C00100CO	YI, HO WON
105110C00200CO	WALLS, REBECCA L.
105110C00300CO	BENSON, LEVI & MOORE, MICHAEL
105110C00400CO	CASEY, ROBERT J. & LINDSAY B.
105110C00500CO	1696 CARVELL, LLC
105110C90000CO	O.I.C. SOUTHGATE TOWHOMES
105030E00100CO	HOLLINGSWORTH, BRADFORD J.
105030E00200CO	HEWITT, BREEAN
105030E00300CO	JONES, JOHN P. & KATE L.
105030E00400CO	PROCINO, MICHAEL ROY
105030E00500CO	MCFADDEN, KENNETH, JR.
105030E00600CO	GRAFF, JAMES D
105030E00700CO	HOLLOWAY, ANTHONY JAMES
105030E00800CO	GARRETT, SAMANTHA E
105030E90000CO	O.I.C. LOFTS AT SOUTHVIEW
105030E90100CO	O.I.C. LOFTS AT SOUTHVIEW
105070F00100CO	MILES, MICHAEL
105070F00200CO	THOMPSON, PHILIP
105070F90000CO	O.I.C. 540 MOORE AVENUE TOWNHOMES
105070D00100CO	EQUITY TRUST COMPANY CUSTODIAN FBO STEPHEN EVERARD IRA
105070D00200CO	NEWTON, MATTHEW JAMES
105070D90000CO	O.I.C. 1310 PILLOW STREET TOWNHOMES
105070E00100CO	HANNAH, MORGAN
105070E00200CO	BICK, CARSTEN
105070E90000CO	O.I.C. 1312 PILLOW STREET TOWNHOMES
105110D00100CO	WOLCOTT, MAYRA L.
105110D00200CO	SILVESTRO, MARK EDWARD
105110D00300CO	JACOBS, BRADLEY & JOSEPH F
105110D00400CO	SHELL, JAMES WALKER
105110D00500CO	ELDRIDGE, NATASHA
105110D00600CO	PANKHANIA, PUNEET
105110D00700CO	BRYANT, ETHAN T
105110D00800CO	DAVIS, ASHLEY

105110D00900CO	SAN MARTIN, SILVIA & STRANGE, DAREN C.
105110D90000CO	O.I.C. 502 SOUTHGATE TOWNHOMES
105070G00100CO	GRIFFIN, PERRY & STONE, HALEY
105070G00200CO	GRAY, EMILY J.
105070G90000CO	O.I.C HOMES AT 1314 PILLOW STREET
105110F00100CO	LATHAM, BRITT K. & AIMEE
105110F00200CO	517B SOUTHGATE AVENUE, LLC
105110F90000CO	O.I.C. 517 SOUTHGATE AVENUE TOWNHOMES
105110E00100CO	TRISARNSRI, DUANG NATE
105110E00200CO	GMAT HOLDINGS, GP
105110E90000CO	O.I.C. 156 RAINS AVENUE TOWNHOMES
105070I00100CO	AUVENSHINE, EMERSON
105070I00200CO	CARDEN, NATHANIEL
105070I90000CO	O.I.C. HOMES AT 619 MOORE AVENUE
105070J00100CO	FLEMING, CHRISTOPHER
105070J00200CO	HAUMSCHILT, BRANDON D.
105070J90000CO	O.I.C. HOMES AT 621 MOORE AVENUE
105070K00100CO	DOUGLAS, RHETT & CAROLINE
105070K00200CO	DAWSON, JOSHUA
105070K90000CO	O.I.C. PILLOW STREET TOWNHOMES
105110G00100CO	GARDNER, CHRISTOPHER
105110G00200CO	BIERLEIN, SPENCER & FORREST, LAUREN
105110G90000CO	O.I.C. 155 RAINS AVENUE TOWNHOMES
105070L00100CO	CLICK, LAURA & HENRY
105070L00200CO	BECKER, NATHALIE DOVE TRUST
105070L90000CO	O.I.C. 542 HAMILTON AVENUE HOMES
105070M00100CO	SUKOWATEY, LENA
105070M00200CO	THREESEAS HOUSING LLC
105070M90000CO	O.I.C. 606 MOORE AVENUE TOWNHOMES
105030F00100CO	TOWNSEND, STEVEN D. & LATOYA
105030F00200CO	NOCK, BRIAN
105030F90000CO	O.I.C. 1106 2ND AVENUE SOUTH TOWNHOMES
105030G00100CO	NOCK, BRIAN
105030G00200CO	WRIGHT, ALYSSA M. & ALEXANDER W.
105030G90000CO	O.I.C. 1104 2ND AVENUE SOUTH TOWNHOMES
105070R00100CO	MILNER, ALICE MEGAN & DEREK
105070R00200CO	SPENCE, SARA DANIELLE
105070R90000CO	O.I.C. MOORE AVENUE COMMONS
105070P00100CO	MICKLUS, WENDY P.
105070P00200CO	TOTTY, DEREK & ELIZABETH
105070P90000CO	O.I.C. 1313 LITTLE HAMILTON COTTAGES
105070S00100CO	STOKELY, ROBERT & ZIMMERMAN, GRACE
105070S00200CO	MATHEWS, JEFFREY W.
105070S90000CO	O.I.C. 505 MOORE AVENUE TOWNHOMES
105070Q00100CO	BAZANOS, ELENA
105070Q00200CO	ULRICH, BRADLEY T.
105070Q90000CO	O.I.C. 1316 PILLOW COTTAGES

105070T00100CO	DEAN, ERIKA DANIELLE
105070T00200CO	HARTLEY, TODD J. & LAURA R.
105070T90000CO	O.I.C. HOMES AT 538 MOORE AVENUE
105030I00100CO	WILL, ADAM
105030I00200CO	ZUKER, CLARK
105030I00300CO	URBAN DWELL HOMES, G. P.
105030I00400CO	URBAN DWELL HOMES, G. P.
105030I00500CO	HARDESTY, SCOTT & WILLIAM
105030I00600CO	CONNOR, LESLIE ANN & POWERS, VERNON KEITH
105030I90000CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
105030I90100CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
105030I90200CO	O.I.C. 1067 2ND AVENUE SOUTH TOWNHOMES
10504039900	GALBRAITH, WILLIAM & ADRIENNE J
105070U00100CO	BACON, J. RICHARD
105070U00200CO	RUEGER, LINDSEY
105070U90000CO	O.I.C. 1319 PILLOW STREET TOWNHOMES
105070V00100CO	WHITE, RICHARD Y. & DIANNE S.
105070V00200CO	PELTIER, PETER J. & HARGRAVES, RYAN P.
105070V90000CO	O.I.C. 1405 PILLOW STREET TOWNHOMES
105070W00100CO	MILLS, JAMES B., JR.
105070W00200CO	GROME, NICHOLAS & REBECCA
105070W90000CO	O.I.C. 509 MOORE AVENUE TOWNHOMES
105070X00100CO	MASKAS, STEPHANIE D.
105070X00200CO	HOLMES, ANGELA C.
105070X90000CO	O.I.C. 507 MOORE AVENUE TOWNHOMES
105074B00100CO	LANNING, JONATHAN A. & BETTY C.
105074B00200CO	LANNING, JONATHAN A.
105074B90000CO	O.I.C. 513 MOORE AVENUE TOWNHOMES
105070Y00100CO	SMOLINSKI, CHAD
105070Y00200CO	ATHANASULEAS, ANDREA
105110I00100CO	JENKINS, DONALD
105110I00200CO	MARTIN, DAVID A. & TONI M.
105110I90000CO	O.I.C. HOMES ON NEAL TERRACE
105074A00100CO	VAUCHER, JORY RUSSELL
105074A00200CO	MCLEOD, MARK & NICOLE
105074A90000CO	O.I.C. THE HOMES AT 121 AND 123 RAINS AVENUE
105070Z00100CO	FISCHER, WHITNEY P
105070Z00200CO	CUPUTO, ABIGAIL HARDEE
105070Z90000CO	O.I.C. 1307 LITTLE HAMILTON AVENUE TOWNHOMES
105072A00100CO	OPALINE VERITABLE, LLC
105072A00200CO	BOWE, REGINA NICOLE
105072A90000CO	O.I.C. 1305 PILLOW STREET TOWNHOMES
105110J00100CO	MAP GENERAL PARTNERSHIP
105110J00200CO	BRENIZE, TAYLOR & RANDY L. & PAMELA J.
105110J90000CO	O.I.C. 1707 ALLISON PLACE COTTAGES
105110L00100CO	BACKHOFF, MICHAEL L.
105110L00200CO	BACKHOFF, MICHAEL L.

105110L90000CO	O.I.C. 1810 NEAL TERRACE TOWNHOMES
105110K00100CO	HCC TRUST
105110K00200CO	FISCHETTE, ROBIN
105110K90000CO	O.I.C. THE COTTAGES OF RAINS AVENUE
093150C00100CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00200CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00300CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00400CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00500CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00600CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00700CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00800CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C00900CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C01000CO	MODERN COTTAGES AT SOUTHVIEW, LLC
093150C90000CO	MODERN COTTAGES AT SOUTHVIEW HOA, INC
105030J00100CO	ROBERTS, GARY A. & DIANA R.
105030J00200CO	HELLER, LAURIE
105030J90000CO	O.I.C. 1268 2ND AVENUE SOUTH TOWNHOMES
105110M00100CO	YU, JEOM YONG & MI JUNG
105110M00200CO	URBAN DWELL HOMES, G. P.
105110M00300CO	WRIGHT, MINDY R.
105110M00400CO	NANCE, JOHN R. JR.
105110M90000CO	O.I.C. 428 WINGROVE AVENUE TOWNHOMES
105110M90100CO	O.I.C. 428 WINDGROVE AVENUE TOWNHOMES
105110N00100CO	MACKIE, CAMEE L & JEFFREY D
105110N00200CO	CAPEHART, DEMARCUS
105110N90000CO	O.I.C. 1703 ALLISON PLACE TOWNHOMES
105110O00100CO	MASSEY, WILLIAM J. & KELLY W.
105110O00200CO	CESARONE, MEGAN & TIMMONS, TRENTON
105110O90000CO	O.I.C. 1701 ALLISON PLACE TOWNHOMES AM
105074C00100CO	BOWLING, MATTHEW
105074C00200CO	MILLS, ADAM J.
105074C90000CO	O.I.C. 503 MOORE AVENUE TOWNHOMES
105074D00100CO	BAXTER, JOSHUA & BYRNSIDE, BRYAN
105074D00200CO	YATES, KYLE & AMBER
105074D90000CO	O.I.C. HOMES AT 506 & 504 HAMILTON
105074E00100CO	MOORE, LAURA T. & PAUL B., SR.
105074E00200CO	MILLER, JONH B.
105074E90000CO	O.I.C. HOMES AT 501 MOORE AVENUE
105073A00100CO	BOWEN, CARA ASHLEY
105073A00200CO	MARGOLIS, ROBERT W. REVOCABLE TRUST
105073A90000CO	O.I.C. 534 MOORE COTTAGES
105110P00100CO	DELL, CORY L. & READ, PATRICK S.
105110P00200CO	DAVIS, ROSS PIERSON & MISTY SHAN
105110P00300CO	ZVEZDA 2, LLC
105110P00400CO	ZVEZDA 2, LLC
105110P00500CO	DERCK, ELIZABETH ANN

105110P00600CO	PAINTER, ALEX & DICKMANN, STEVEN
105110P00700CO	ROUHANI-FARD, KHALIL & MARYAM
105110P00800CO	PEARSON, MICHAEL RHETT & SARABIA, STEPHEN RENE
105110P90000CO	O.I.C. WEDGEWOOD CARVELL TOWNHOMES
105073B00100CO	KLURFELD, MICHAEL ERIC & LESLIE VERONICA
105073B00200CO	JANAN, BRENT
105073B90000CO	O.I.C. THE COTTAGES AT 547 HAMILTON ROAD
105073C00100CO	MUGNANO, ELIZABETH B. RODGERS
105073C00200CO	GEBHARDT, REBECCA
105073C90000CO	O.I.C. THE COTTAGES AT 557 HAMILTON ROAD
10504040200	SANDERFUR, CHARLES L. & DEBORAH R.
10507052500	GMAT HOLDINGS, GP
105074F00100CO	MCCAMEY, GEORGE MARSHALL & CARROLL, ALYSSA J.
105074F00200CO	YOUNG, WILLIAM RYAN
105074F90000CO	O.I.C. 513 HAMILTON AVENUE COMMONS
10503035400	HART TO HEART DAY CARE LEARNING CTR.,INC
105072B00100CO	WANGN, KEVIN
105072B00200CO	DIEDRICH, JONATHAN V.
105072B90000CO	O.I.C. 1305 C PILLOW STREET TOWNHOMES
105040C00100CO	MADDEN, HELEN R. & WILLIAM R.
105040C00200CO	MADDEN, JAMES R. & HELEN G.
105040C90000CO	O.I.C. 13 NORTH HILL STREET TOWNHOMES
105072C00100CO	LIGHTSTONE, JOHN T. & STEPHEN A.
105072C00200CO	KHAN, CHERYL
105072C90000CO	O.I.C. WINTERHEAD TOWNHOMES
105072F00100CO	RUFF, JONATHAN MARC & BECK-RUFF, CHERYL KAY
105072F00200CO	BEAR, RYAN C & RASCHE, ADRIANNE E
105072F90000CO	O.I.C. HOMES AT 1311 LITTLE HAMILTON
105072D00100CO	HELLAND, PATRICIA
105072D00200CO	LUKE, PATRICK K
105072D90000CO	O.I.C. 1319 LITTLE HAMILTON AVENUE TOWNHOMES
105040D00100CO	KHO, EUN JOO
105040D00200CO	WANG, YUN
105040D90000CO	O.I.C. HOMES AT 18 CLAIBORNE STREET 1
105040E00100CO	VO, TERRY
105040E00200CO	VELLOFF, JAMES A & KYLEE
105040E90000CO	O.I.C. HOMES AT 18 CLAIBORNE STREET II
105110V00100CO	ROBERTS, MELISSA A.
105110V00200CO	BONETTI, VINCENT & KAY, JULIE
105110V90000CO	O.I.C. 1708 ALLISON COTTAGES
105110Y00100CO	RICKS, ALLISON ELIZABETH
105110Y00200CO	RICKS, JENNIFER ANNE
105110Y90000CO	O.I.C. 1706 ALLISON COTTAGES
105110U00100CO	DE CASTRO-ABEGER, ALEXANDER & YOUNG, ARISSA
105110U00200CO	KORNUTICK, NEIL W. & HAWKE, REBECCA M.
105110U90000CO	O.I.C. 1704 AND 1706 MARTIN STREET AMEND
105072E00100CO	JOSEPH, AMANDA

105072E00200CO	BACIGALUPO, TOMMY
105072E00300CO	AGPG REAL ESTATE, LLC
105072E00400CO	SHAPIRO, RACHEL E
105072E00500CO	BYRNES, DAVID ROBERT
105072E00600CO	ANTA CAPITAL LLC
105072E00700CO	COOK, JACEY LYNN
105072E00800CO	PILLOW 8 OZ, LLC
105072E00900CO	YEVCHAK, ARTHUR JAMES
105072E01000CO	DAVIES, KATHLEEN MARIE
105072E01100CO	PURCELL, JACK & LISA
105072E01200CO	WILKES, CAROLEEN
105072E01300CO	BARBERA, AMANDA MARIE
105072E01400CO	STRECKER, CARRIE LYN
105072E90000CO	PILLOW STREET COTTAGES OWNERS ASSOCIATION, INC.
105110T00100CO	SHAH, CHLOE E. & SAUMIL S.
105110T00200CO	MACHUCA, OSCAR & BOUDREAUX, DANIELLE M.
105110T90000CO	O.I.C. 1809 ALLISON PLACE TOWNHOMES
105110X00100CO	GEORGE, SUJIYIT
105110X00200CO	ACKERMANN, AMANDA LYNN
105110X90000CO	O.I.C. TOWNHOMES AT 519 SOUTHGATE AVENUE
105073D00100CO	GRANT, REBECCA & HARRIS, NATHANIEL
105073D00200CO	KIRKPATRICK, ROBERT S
105073D90000CO	O.I.C. HOMES AT MOORE AVENUE
105110W00100CO	LAMBERT, ALLISON E.
105110W00200CO	DEANE, ANDREW & TANYA
105110W90000CO	O.I.C. HOMES AT 1708 NEAL TERRACE
105110Z00100CO	LUNSFORD, CINDY
105110Z00200CO	WHITNEY, MARCUS & RACHEL
105110Z90000CO	O.I.C. HOMES AT ALLISON PLACE
105114A00100CO	SANDOVAL, DIANA V.
105114A00200CO	COLEMAN, BETHEL LANE
105114A90000CO	O.I.C. HOMES AT 2160 B&C BYRUM AVENUE
105114B00100CO	JAIN, NAVIN & RACHEL ERIN
105114B00200CO	ANNAPUREDDY, NARENDER & PONNALA, SINDHURA
105114B90000CO	O.I.C. HOMES AT 2160 D&E BYRUM AVENUE
105114D00100CO	HAGOVSKY, SARAH CATHERINE
105114D00200CO	SMITH, JENNIFER
105114D90000CO	O.I.C. 2158 BYRUM COMMONS
105072G00100CO	2ND & HART PARTNERS LLC
105072G00200CO	2ND & HART PARTNERS LLC
105072G00300CO	2ND & HART PARTNERS LLC
105072G00400CO	2ND & HART PARTNERS LLC
105072G00500CO	2ND & HART PARTNERS LLC
105072G00600CO	2ND & HART PARTNERS LLC
105072G00700CO	2ND & HART PARTNERS LLC
105072G00800CO	2ND & HART PARTNERS LLC
105072G00900CO	2ND & HART PARTNERS LLC

105072G01000CO	2ND & HART PARTNERS LLC
105072G01100CO	2ND & HART PARTNERS LLC
105072G01200CO	2ND & HART PARTNERS LLC
105072G01300CO	2ND & HART PARTNERS LLC
105072G01400CO	2ND & HART PARTNERS LLC
105072G01500CO	2ND & HART PARTNERS LLC
105072G01600CO	2ND & HART PARTNERS LLC
105072G90000CO	O.I.C. 2ND & HART TOWNHOMES
105113B00100CO	THOMPSON, DAVID J.
105113B00200CO	ELDRIDGE, NATASHA
105113B90000CO	O.I.C. 1818 ALLISON PLACE TOWNHOMES
105111A00100CO	LOCKNER, DIANE E.
105111A00200CO	WOERZ, CARELLE
105111A90000CO	O.I.C. TOWNHOMES AT 1712 NEAL TERRACE
105112A00100CO	THOMPSON, JENNIFER
105112A00200CO	NESTLER, JENNIFER
105112A90000CO	O.I.C. BYRUM STREET TOWNHOMES
105073F00100CO	CHRISTENS, BRIAN
105073F00200CO	MENDENHALL, PATRICK A.
105073F90000CO	O.I.C. THE COTTAGES AT 549 HAMILTON AVE
105073E00100CO	BRITT-LAYTON, SARAH & BRITT, LOUIS PERCIVAL III
105073E00200CO	BRITT-LAYTON, SARAH & BRITT, LOUIS PERCIVAL III
105073E90000CO	O.I.C. HOMES AT 618 HAMILTON AVENUE
105073H00100CO	HICKS, BRIAN A. & COURTNEY
105073H00200CO	HICKS, BRIAN A. & COURTNEY
105073H90000CO	O.I.C. HOMES AT 600 MOORE AVENUE AMENDED
105074H00100CO	SMITH, PAUL J.
105074H00200CO	JOHNSON, HAROLD
105074H90000CO	O.I.C. HOMES AT 117 RAINS AVENUE
105074G00100CO	JOHNSON, HAROLD
105074G00200CO	JOHNSON, HAROLD
105074G90000CO	O.I.C. HOMES AT 119 RAINS AVENUE
105111B00100CO	TANQUILUT, ELIZABETH FISCHER
105111B00200CO	OVERBY, KATIE CHRISTINE KISKE & CHARLES
105111C90000CO	O.I.C. 1707 MARTIN STREET TOWNHOMES
105111D90000CO	1716 & 1718 STEWART PLACE TOWNHOUSE ASSOC.
105073I90000CO	O.I.C. HOMES AT 608 HAMILTON AVENUE
105111E90000CO	O.I.C. 622 SOUTHGATE AVENUE TOWNHOMES
105074J90000CO	O.I.C. TOWNHOMES AT 510 HAMILTON
105073J90000CO	O.I.C. HOMES AT 553 HALMILTON AVENUE
105030M90000CO	O.I.C. 1231 2ND AVENUE SOUTH TOWNHOMES
105111F90000CO	O.I.C. 1708 STEWART PLACE
105111G90000CO	O.I.C. 1706 STEWART PLACE
105040G90000CO	O.I.C. HOMES AT 1242 THOMAS STREET
105073L90000CO	534 HAMILTON AVENUE COTTAGES ASSOCIATION
105073M90000CO	O.I.C. HOMES AT 613 MOORE AVENUE
105073N90000CO	O.I.C. COTTAGES AT 610 MOORE AVENUE

105040H90000CO	O.I.C. 11 NORTH HILL TOWNHOMES
105030N90000CO	O.I.C. 47 WHARF AVENUE RESIDENCES
105040I90000CO	O.I.C. HOMES AT 28N HILL STREET TOWNHOME
105112B90000CO	O.I.C. HOMES AT 421 MOORE AVENUE
105074K90000CO	O.I.C. HOMES AT 511 HAMILTON
105111H90000CO	O.I.C. HOMES AT 1712 ALLISON PLACE
105111I90000CO	O.I.C. HOMES AT 1714 ALLISON PLACE
105112D90000CO	O.I.C. SOUTHGATE STATION
105112C90000CO	O.I.C. 147 RAINS AVENUE
105111J90000CO	O.I.C. HOMES AT 1811 MARTIN STREET
105074N90000CO	O.I.C. 130 RAINS AVENUE RESIDENCES
105074P90000CO	O.I.C. 532 HAMILTON AVENUE HOMES
105073Q90000CO	O.I.C. HOMES AT 559 HAMILTON AVENUE
105072H90000CO	O.I.C. 1309 PILLOW STREET HOMES
105074Q90000CO	O.I.C. HOMES AT 521 MOORE AVENUE
105074S90000CO	O.I.C. HOMES AT 515 MOORE AVENUE
105112E90000CO	O.I.C. HOMES AT 2156 BYRUM AVENUE
105073R90000CO	O.I.C. 533 MOORE AVENUE TOWNHOMES
105111K90000CO	O.I.C. HOMES AT 1806 ALLISON PLACE
105072I90000CO	O.I.C. 1317 PILLOW STREET COMMONS
105112F90000CO	O.I.C. HOMES AT 1702 CARVELL AVENUE
093150E90000CO	O.I.C. HOMES AT 1053 2ND AVENUE
105074T90000CO	O.I.C. 514 MOORE AVENUE RESIDENCES
10503035600	BERTRAND, AARON & ASHETON
105112G90000CO	O.I.C. HOMES AT 2154 BYRUM AVENUE
105072K90000CO	O.I.C. 1304 PILLOW STREET RESIDENCES
105073T90000CO	O.I.C. 613 HAMILTON
105073U90000CO	O.I.C. HAMILTON & MARTIN TOWNHOMES
105040K90000CO	O.I.C. 16 N HILL STREET RESIDENCES
105112H90000CO	O.I.C. 151 RAINS AVENUE TOWNHOMES
105111L90000CO	O.I.C. 1704 CARVELL AVENUE TOWNHOMES
105074W90000CO	O.I.C. 527 MOORE AVENUE TOWNHOMES
105074X90000CO	O.I.C. 525 MOORE AVENUE TOWNHOMES
105040L90000CO	O.I.C. HOMES AT 1240 THOMAS STREET
105040N90000CO	O.I.C. 24 NORTH HILL
105040M90000CO	O.I.C. HOMES AT 22 N HILL ST
105111N90000CO	O.I.C. MARTIN RESIDENCES
105112I90000CO	O.I.C. 149 RAINS AVENUE TOWNHOMES
105040P90000CO	O.I.C. HOMES AT 1253 JOHN STREET
105073V90000CO	O.I.C. HOMES AT 1605 MARTIN STREET
105074Y90000CO	O.I.C. HOMES AT 520 MOORE AVENUE
10511032400	MODERN REMAINS DEVELOPMENT, LLC
105113F90000CO	O.I.C. HOMES AT 1812 NEAL TERRACE
105113G90000CO	O.I.C. HOMES AT 1814 NEAL TERRACE
105040Q90000CO	O.I.C. HOMES AT 1244 THOMAS STREET
105030T90000CO	O.I.C. 43 WHARF AVENUE
105030V90000CO	O.I.C. 1242 SECOND AVENUE SOUTH

105111090000CO	O.I.C. SOUTHGATE COMMONS CONDOMINIUMS
105074Z90000CO	O.I.C. FIVE-SIXTEEN HAMILTON AVENUE
105111P90000CO	O.I.C. 1700 STEWART PLACE HOMES
105073W90000CO	O.I.C. WEDGEWOOD-HOUSTON TOWNHOMES PH 1
105073X90000CO	O.I.C. WEDGEWOOD-HOUSTON TOWNHOMES PH 2
105040R90000CO	O.I.C. HUBBLE HOMES
105073Y90000CO	O.I.C. 416 MOORE AVENUE TOWNHOMES
105113K90000CO	O.I.C. HOMES AT 1816 ALLISON PLACE
105040S90000CO	O.I.C. THE HOMES AT 22 SHEPARD STREET
105073Z90000CO	O.I.C. HOMES AT 1607 MARTIN STREET
105072L90000CO	O.I.C. HOMES AT 1303 LITTLE HAMILTON AVE
105072M90000CO	O.I.C. HOMES AT 1606 MARTIN STREET
105040T90000CO	O.I.C. TWENTYNINE NORTH HILL STREET
105040U90000CO	O.I.C. FOURTEEN SHEPARD STREET
10504006900	HANNAH, GEORGE
10504007000	HANNAH, GEORGE
10504007700	SWETT, ANDRE G.
10507027200	MCNICHOLS, JORDAN & BONNIE KEARNS
10504002600	KITTLEMAN, RIKK ANTHONY
10507033000	LONG, RYAN & JORDAN
10504002700	KITTLEMAN, RIKK ANTHONY
10503011300	JONES, DONALD
10504009100	GREATER MT ZION MISSIONARY BAPTIST CHURCH
10504003100	ELLIS, KRISTA MARIE & WEBBER, JAMES
10504007200	SWETT, JACQUELINE N.
10503031900	MORNING STAR MISSIONARY BAPTIST CHURCH, THE
10507034200	LUCKETT, JORDAN T. & REBECCA SHERRILL
10504009200	NASER, MOHAMMED & SORAIFY, ALI
10504003500	ALEXANDER, GERALDINE
10503031600	MURRAY, KENNETH
10507034000	KELTON, CLAY
10503011200	JONES, DONALD
10504003700	ESPANA, MARIA D.
10503011700	PATTON, PAMELA D. & DONNELL, KENYA L.
10504007300	SEIBEL, HOWARD & GI SOON
10504000700	BREZA, SIERRA ROSE
10504003000	GENCAY, AMANDA & ABRAHAM
10507033300	LAUGHEAD, RITA
10507048300	STANLEY, WILLIAM L., JR. ET UX
10507048400	MANGRUM, JAMES A.
10503031200	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10507033100	HAMMOND, MICHAEL P. & CAROL A., TRS.
10504009000	LITTLE MOUNT ZION BAPTIST CHURCH
10507039300	SPRINGER, LINDA M.
10503031500	GILLIAM, ASHLEY S
10504002900	GENCAY, AMANDA & ABRAHAM
10504008900	BRANNON, ELEASE

10507023300	SUAREZ, MOYO
10507021300	SMALLMAN, WILLIAM
10504003300	PADRE PIO PROPERTIES, LLC
10503028800	LEE, CALLIE
10507039900	ELJAY ENTERPRISES, LLC ET AL
10507033600	MURPHY, CHRISTOPHER B. & MEADOR, SHELBY
10511018100	COLE, NICHOLE ROCHELLE
10507034100	HAMMOND, JEFFREY L.
10511017800	HILL, BARBARA A.
10504008800	SPARKMAN, AARON
10507033800	CAUDILL, DENNIS ROSS
10504011100	CENTRAL COAST PROPERTIES, LLC
10507033400	MATHENY, CHARLIE B. ET UX
10503029200	GRANT, JAGIR D.
10503031300	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503032000	MORNING STAR MISSIONARY BAPTIST CHURCH
10503032100	MORNING STAR MISSIONARY BAPTIST CHURCH
09315033100	TRUE DEVELOPMENT, LLC
10504002800	SPARKMAN, AARON
10511017700	HENDRICKS, JOHN T.
10504003400	STURDEN, WILLIAM & ZONETTA
10504003900	GREEN, JEANETTA
10511018000	POTTS & KELLEY PROPERTIES
10504003200	JOBE, WANDA
10503029000	BUIE, LARRY W.
10503031400	EQUITY TRUST COMPANY CUSTODIAN FBO Z108932 IRA
10503031100	MDHA
10507023500	OWEN, DORIS
10511017900	STRINGER, JOYCE A.
10504007100	SWETT, JACQUELINE N.
10507039000	MCGRAW, KEVIN & JESSICA S.
10511017600	ANDRADY, GERALD C.
10507023400	OPERATION STAND DOWN, INC.
10503028900	1230 2ND AVE NASHVILLE, LLC
10503031800	MORNING STAR MISSIONARY BAPTIST CHURCH
10503029500	METRO GOV'T S JOHNSON
10507049000	KELTON, CLAY
10507050700	HAMMOND, MICHAEL P.& CAROL A., TRS.
10507050800	HAMMOND, MICHAEL P.& CAROL A., TRS.
105070C90000CO	O.I.C. 526 HAMILTON TOWNHOMES
105070Y90000CO	O.I.C. WEHO COTTAGES
105030K00100CO	BYRNES, GRADY
105030K00200CO	GOMEZ, MICHAEL
105030K00300CO	GOMEZ, MICHAEL
105030K00400CO	CHERKESKY, GUY
105030K00500CO	GINZBURG, ASSAF & TAMAR
105030K00600CO	MYERS, RICKY

105030K00700CO	CHERKESKY, GUY & ITAY
105030K00800CO	MAKIN PROPERTIES, LLC
105030K00900CO	KINMER PROPERTIES, LLC
105030K01000CO	SIRAGUSA, TIFFANY
105030K01100CO	RYAN, JASON T & SHANNON H
105030K01200CO	SIMONETTI, LAWRENCE & GLORIA L.
105030K01300CO	CHERKESKY, ITAY
105030K01400CO	CROUVI, SHACHAR S. & YIFAT
105030K01500CO	HENGAMEH ARAB
105030K01600CO	GENSIS NASH ONE, LLC
105030K90000CO	O.I.C. DWELL LOFTS-2ND AVE. SOUTH 2 AMEN
105111B90000CO	O.I.C. 1700 NEAL TERRACE TOWNHOMES
105111C00100CO	HAGEN, JENNA
105111C00200CO	AMENDED & RESTATED RONNIE MONROE SINGER TRUST
105111D00100CO	JONES, JENNIFER L
105111D00200CO	DEPAOLI, ROBERT
105074I00100CO	SANDERS, WILLIAM CLAYTON
105074I00200CO	SNODGRASS, MATTHEW ROY
105074I90000CO	O.I.C. HOMES AT 115 RAINS AVENUE
105073I00100CO	BUEHLER, MARC
105073I00200CO	BUEHLER, MARC A.
105111E00100CO	FUGE, BRENDAN
105111E00200CO	ALEX, MARINA DEE
105074J00100CO	CONDER, CHRISTOPHER & JENNIFER
105074J00200CO	HINKLE, JENNIFER
093150D00100CO	JOHNSON, JESSICA LEE & BARB, NICHOLAS K.
093150D00200CO	AJAO, JOSEPH
093150D90000CO	O.I.C. 1044 2ND AVENUE SOUTH TOWNHOMES
105073J00100CO	HENDIX, MICHAEL W & SARAH R
105073J00200CO	PETERLICH, MICHAEL & JESSICA K.
105030M00100CO	BOOTH, RONALD LEE, III
105030M00200CO	CURTIS, CHARITO & STEVEN
105111F00100CO	SLOOP, JOHN
105111F00200CO	STUMP, PAULA ROSE & KEITH DONALD
105111G00100CO	BLASSEY, COLE T & THOMAS G
105111G00200CO	ESTEVEZ, RUBEN J.
105073K00100CO	BARBER, GREGORY C
105073K00200CO	LEE, CHEVIS
105073K90000CO	O.I.C. COTTAGES AT 545 MOORE AVENUE
105040F00100CO	CHINETTI, RACHEL & PAUL M.
105040F00200CO	GILMORE, ANDREW L. & LABUSCHAGNE, ZANDRE
105040F90000CO	O.I.C. HOMES AT 34 NORTH HILL STREET
10507052700	D&J PROPERTIES OF TENNESSEE, LLC
105040G00100CO	FLTPPC PROPERTY, LLC
105040G00200CO	MURPHY, PATRICK & JOHN PATRICK
105073L00100CO	COURI, GEORGE & KATE
105073L00200CO	BERRY, BRITTANY L.

105073M00100CO	TARPLEY, WILLIAM B
105073M00200CO	COLBY, TRAVIS
105073N00100CO	MCGINN, MATTHEW
105073N00200CO	KENNEDY, BYRON
105040H00100CO	HYONG, SUNG KEUN
105040H00200CO	PORTER, MON-KISHA
105030N00100CO	HIGGINS, JORDAN LYNN
105030N00200CO	KLUTTZ, AMY
105040I00100CO	RICHARDS, JESSICA
105040I00200CO	WANG, GUAN & YA PING
105112B00100CO	421 A&B MOORE AVENUE HOUSE LLC
105112B00200CO	421 A&B MOORE AVENUE HOUSE LLC
105074K00100CO	ZEITLIN, ANNA T
105074K00200CO	ZEITLIN, ANNA T
105030O00100CO	MCCUE, MATTHEW & STEPHANIE
105030O00200CO	SIDDIQI, JEFFREY TYLER & HERNDON, CHACE W
105030O00300CO	TAUGHER, RYAN & THOMAS M.
105030O00400CO	FRAZIER, KEVIN RAY
105030O90000CO	O.I.C. HOMES AT 1116 2ND AVENUE SOUTH
105073O00100CO	GODHWANI, RAVI V.
105073O00200CO	PASTOR, PAOLA MENDOZA & MENCIA, LUIS
105073O90000CO	O.I.C. HOMES AT 553 MOORE AVENUE
105074L00100CO	DIDONATO, CHAD A & MORGAN, EARNEST
105074L00200CO	GLEATON, JONATHAN MICHAEL & AMANDA SOEDER
105074L90000CO	O.I.C. HOMES AT 409 MERRITT-I
105074M00100CO	MAGNESS GROUP, INC
105074M00200CO	HAYES, SCOTT & CHRISTINA
105074M90000CO	O.I.C. HOMES AT 409 MERRITT-II
105111H00100CO	SUAREZ FAMILY HOLDINGS, LLC
105111H00200CO	SUAREZ FAMILY HOLDINGS, LLC
105111I00100CO	SMALLMAN, WILLIAM
105111I00200CO	SMALLMAN, WILLIAM
105112D00100CO	PATTERSON, MARK
105112D00200CO	SOUTHGATE PARTNERS, LLC
105112D00300CO	SULLIVAN, WILLIAM J & KRISTA M
105112D00400CO	SOUTHGATE PARTNERS, LLC
105112D00500CO	SOUTHGATE PARTNERS, LLC
105112D00600CO	SOUTHGATE PARTNERS, LLC
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105112D01900CO	ARNOLD, MANUELITO M
105112D02000CO	CALBORN, FABIANE
105112D02100CO	WOEHLERT, JEREMY E.
105112D02200CO	D'ALBA, ORAZIO ANTONIO & MORELAND, SUSAN MARIE
105112D02300CO	ROSS, ALEC DAVID
105112D02400CO	HUNT, TONYA RENEE
105112D02500CO	GENITO, VERONICA & ANTHONY & GRABRIELLE
105112D02600CO	BRINKMANN, MEGAN

105112D02700CO	HARKEY, TODD & WILSON, BROOKE
105112D02800CO	SONGER, CARY & ELIZABETH GOSS
105112D02900CO	DERNBACH, JOHN A. & KIRSTEN
105112D04100CO	HOLT, MICHAEL SHAWN & KELLY LYNN
105112D04200CO	BAILEY, CONNER & GAYDOSH, LAUREN
105112D04300CO	CHADWICK, MEYERS
105112D04400CO	RAINES, ALEC D
105112D04500CO	BATCHA, NICHOLAS & SIMPKINS, KELLY
105112D04600CO	NANJI, ALISHAN & RICCOBONO, JOSE PAOLO
105112D90100CO	O.I.C. SOUTHGATE STATION
105073P00100CO	ROMANELLI, VINCENT III & VINCENT JR.
105073P00200CO	MILLER, MICHAEL VINCENT & KIMBERLY LOUISE
105073P90000CO	O.I.C. HOMES AT 616 HAMILTON AVENUE
105112C00100CO	PINCHEVSKY, MICHAEL CHRISTOPHER & MARIA J.
105112C00200CO	BELLONE, ALUMINE
105111J00100CO	SCHULHAUSER, STEVEN & KATHLEEN
105111J00200CO	LANDESS, JOHN WILLIAM III
105074N00100CO	SADLER, ALISON CLAIRE & ALLEN, DAVID JUSTIN
105074N00200CO	PATEL, ANAND
105074O90000CO	O.I.C. SEGMENT CONDOMINIUM
105074O10100CO	MYINT, ANNA & ARNOLD
105074O10200CO	DVIRNAK, ANYA CHRISANN
105074O10300CO	CROCKER, KRISTINE ANNETTE
105074O10400CO	DUKE, CARRIE ALICE
105074O10500CO	SPEARS INVESTMENT GROUP, LLC, THE
105074O10600CO	KHAN, CHERYL
105074O10700CO	SWAUNCY, MOSES ANDRE
105074O10800CO	LOWRY, PATRICK O.
105074O10900CO	BEAVER, RYAN
105074O11000CO	DILLON, JESSICA JOSEPHINE
105074O11100CO	BALUCAN, FRANCIS G
105074O20100CO	ARNOLD REALTY COMPANY, LLC
105074O20200CO	NEELY, DIANA 2019 TRUST, THE
105074O20400CO	OLLILA, MARILYN S & PHILIP C
105074O20500CO	HJORNEVIK, ZACH
105074O20600CO	GRAFF, HOLLY & DAVID
105074O20700CO	DIGIROLAMO, ADAM & DONNA
105074O20800CO	UNNI, RAMAPRASAD & PURNIMA
105074O20900CO	HOESLEY, RYAN
105074O21000CO	TITUS, CREIGHTON
105074O21100CO	LSD REAL ESTATE DEVELOPMENT (NASHVILLE), LLC
105074O30400CO	PATEL, RAJIVKUMAR B & ALPA
105074O30900CO	MATLOW, LINDSAY DYAN
105074O30800CO	EDWARDS, JOE H.
105074O30700CO	WALKER, LINDSEY MARIE
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105074O40400CO	CONLIN, LINDSAY & CHRISTOPHER ULRICH
105074O40800CO	LIAO, JONATHAN DAVID
105074O40700CO	DILL, LAWRENCE C. & PEGGY K. LIVING TRUST
105074O40600CO	KIM, DAVID
105074O40500CO	COTHRAN, LEXI E.
105074O20300CO	CONSIDINE, CIARAN M
105074O30300CO	HAUTHER, CHRISTINE A
105074P00100CO	GRAY, ZACHARY D
105074P00200CO	PEARSON, JESSICA LYNN & FARACH, RAMON ANDRES
105073Q00100CO	DH&G WEHOZ GP
105073Q00200CO	DH&G WEHOZ GP
105072H00100CO	SCHUMACHER, NATALIE
105072H00200CO	AVILA, SERGIO & KATELIN
105074Q00100CO	LYNN, ADAM & ISER, ZACHARY
105074Q00200CO	ISER, ZACHARY & LYNN, ADAM
105074R00100CO	BOWLES, STEPHEN K.
105074R00200CO	SADOFKY, FREDERICK ALLAN & EAGLESON, HOLLY SHAW
105074R90000CO	O.I.C. HOMES AT 523 MOORE AVENUE
105112D03100CO	STAMBERGER, WENDY
105112D03200CO	JUST TRUST, THE
105112D03300CO	YI, HO WON & KWANG R. & HO KYUN
105112D03400CO	LEMOINE, JENNIFER KATIE
105112D03500CO	TALTON WILLIAMS 1997 MARITAL TRUST
105112D03600CO	DANNER, CHRIS KIRK & CHRISTINA NICHOLE
105112D03700CO	WOOD, JENNIFER RAY
105112D03800CO	HULAN, CHARLES HARPER
105112D03900CO	KOPP, LUANNE REVOCABLE TRUST AGREEMENT, THE
105112D04000CO	SMALL, ELISABETH
105112D04700CO	WHITE, JESSICA
105112D04800CO	COLON, ELBA MILAGROS
105112D04900CO	ANANIAN, STEPHEN BROCK
105112D05000CO	YOUNGER, JAMIE L
105112D05100CO	GILLILAND, LAURA LEE
105112D05200CO	SLOVICK, WHITNEY A.
105112D05300CO	PAGANE, JENNA MARIE
105112D05400CO	FITCH, ETHELLE
105112D05500CO	MILLIKEN, GINA L.
105112D05600CO	BUCHER, GRAHAM MADISON
105112D05700CO	GARTNER, CHELSEA
105112D05800CO	POWELL, JACOB
105074S00100CO	LOPEZ, MEGAN C.
105074S00200CO	DONOVAN, SARA ASHLEY
105030P00100CO	1224 2ND AVE S LLC
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105030P00400CO	1224 2ND AVE S LLC
105030P00500CO	1224 2ND AVE S LLC

105030P00600CO	1224 2ND AVE S LLC
105030P90000CO	O.I.C. 1224 2ND AVENUE SOUTH
105112E00100CO	HANSON, RODNEY D & ALENA
105112E00200CO	PHAMVAN, VINCENT
105073R00100CO	PATTON, ANDREW L. & MARGARET
105073R00200CO	FRANCES STREET INVESTMENTS, LLC
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105072I00200CO	BACON, WINTON P.
105073S00100CO	JUNIA, JODY ALLAN & CONCEPCION, BEATRICE
105073S00200CO	JUNIA, JODY ALLIAN & CONCEPCION, BEATRICE
105073S90000CO	O.I.C. HOMES AT 549 MOORE AVENUE
105112F00100CO	HERBERT, JOSEPH & SERFASS, ANNA
105112F00200CO	BERNARD, BRADLEY M & MARGARET L
093150E00100CO	MUSIC CITY DEVELOPERS, LLC
093150E00200CO	CURRAN, GEORGE
105074T00100CO	514 MOORE PARTNERS, LLC
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105074U00100CO	PARKER, CHASE W. & FAULKNER E.
105074U00200CO	HOLT, STEVEN A., JR.
105074U90000CO	O.I.C. 516 MOORE AVENUE RESIDENCES
105074V00100CO	CHRZASZ, RICHARD & FREY, KELSIE ANN
105074V00200CO	CRONLN, COLUM GERARD & DUONG, ANH QUYRH
105074V90000CO	O.I.C. HOMES AT 423 A & B MALLORY STREET
105112G00100CO	PARKER, BRETT
105112G00200CO	BELDA, CRISTINA MAILLO & SMITH, ROSS GRAHAM
105040J00100CO	SHAH, SOHAN
105040J00200CO	BLANCO, RAFAEL F.
105040J90000CO	O.I.C. CHESTNUT SQUARE TOWNHOMES
105030Q00100CO	BELL, CLIFFORD C. & PORTER, ANDERSON W.
105030Q00200CO	BELL, CLIFFORD C. & PORTER, ANDERSON W.
105030Q90000CO	O.I.C. 10 N HILL STREET RESIDENCES
105030O90100CO	O.I.C. HOMES AT 1114 2ND AVENUE SOUTH
105072K00100CO	CORBIN, STEPHANIE S. & SHAUN C.
105072K00200CO	CORBIN, STEPHANIE S. & SHAUN C.
105073T00100CO	CALDWELL, JUSTIN BRYANT
105073T00200CO	CALDWELL, JUSTIN BRYANT
105073U00100CO	KENNEDY, MARY BERRY
105073U00200CO	SCHULTZ, CHRISTOPHER
105073U00300CO	WOERZ, CARELLE
105073U00400CO	GAUGER, AARON J. & SHAY
105073U00500CO	HOWARD, JOHN & CAROLINE
105073U00600CO	ZOELLER, BEN & PAIGE
105073U02500CO	OSTROM, THOMAS GANDER & THOMAS EUGENE
105073U02600CO	HAMILTON & MARTIN, LLC
105073U02700CO	BERKLACICH, SAMUEL MARTIN

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105040K00100CO	CUTLER, JUSTIN N
105040K00200CO	ESPARZA, MICHAEL L.
105112H00100CO	SAPP, SHAY MICHAEL & BREANNA MARIE
105112H00200CO	MARSHALL, KATELYN
105111L00100CO	BYRD, LAUREN NICOLE
105111L00200CO	ROMANO, MICHAEL & ANNE
105111M00100CO	RUBIN, MARK JR. & LEAH
105111M00200CO	RICHARDSON, SEAN & SARAH
105111M90000CO	O.I.C.1706 CARVELL AVENUE TOWNHOMES
105074W00100CO	ROGERS, JOHN DAVID & JILL ELIZABETH
105074W00200CO	BOYS SMITH REAL ESTATE, LLC
105074X00100CO	GREENE, MICHAEL SAMUEL
105074X00200CO	BERRY, VALERIE MARIE & TARVER, KATHY ANN
105040L00100CO	BE A HELPING HAND FOUNDATION
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105040J00300CO	DOUGLAS, IMMANUEL JAY & NEWMAN, KEVIN B. & SHAYNE M.
105040J00400CO	NEWMAN, KEVIN BRADLEY & SHAYNE M. & ET AL
105040N00100CO	THERIAULT, ROBERT THERIAULT REVOCABLE TRUST
105040N00200CO	ELLIOTT DEVELOPMENT, LLC
105040M00100CO	GILL, AUSTIN L & GRANT S
105040M00200CO	HUNTLEY, COLIN BROOKS & ROBERT WAYNE & VOGT LINDA
105111N00100CO	HOCHEN PROPERTIES LLC
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105040O00100CO	PATTON, JAYLON M.
105040O00200CO	TORRES, CARLOS R
105040O90000CO	O.I.C. 19 TRIMBLE STREET
105112I00100CO	BOYS SMITH REAL ESTATES, LLC
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105040P00100CO	COURE, RICHARD D. & KIMBERLY E.
105040P00200CO	COURE, RICHARD D. & KIMBERLY E.
09315039500	GREGORY HORNE TRUST
105073V00100CO	1605 MARTIN STREET PARTNERS, GP
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105074Y00100CO	NASHVILLE NOW INVESTMENTS, LLC
105074Y00200CO	PARKER, BENJAMIN CARL & LAUREN LEE
10511032500	MODERN REMAINS DEVELOPMENT, LLC
105113F00100CO	KELTON ENTERPRISES, L.P.
105113F00200CO	KELTON ENTERPRISES, L.P.
105113G00100CO	NEAL TERRACE, G.P.
105113G00200CO	NEAL TERRACE, G.P.
105040Q00100CO	SHARON INVESTMENTS GROUP, LLC
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105030T00100CO	AFFORDABLE HOUSING RESOURCES, INC
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105030V00100CO	TRUE DEVELOPMENT, LLC
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105074Z00200CO	GRAY, WES
105111P00100CO	QIN, KE & HARRIS, RICH
105111P00200CO	QIN, KE & HARRIS, RICH
105073W00100CO	MCQUEEN, MATTHEW P. & LANG, ROWAN M.
105073W00200CO	LYNN, MIKE
105073X00100CO	BRADSHAW, KELLEY & BROCK, JACKSON
105073X00200CO	KINKADE, ALISON K & FAHEL, JORDAN M
105040R00100CO	GREENTREE CAPITAL, LLC
105040R00200CO	GREENTREE CAPITAL, LLC
105073Y00100CO	MC2 GROUP, INC.
105073Y00200CO	MC2 GROUP, INC.
105113K00100CO	LS TG HOME FUND LLC
105113K00200CO	LS TG HOME FUND LLC
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105073Z00100CO	JENKINS, DONALD
105073Z00200CO	JENKINS, DONALD
105072L00100CO	MAGNESS LH G.P.
105072L00200CO	MAGNESS LH G.P.
105072M00100CO	MAGNESS GROUP 2020
105072M00200CO	MAGNESS GROUP 2020

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10504038700	DNR PROPERTIES, LLC

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19 HART ST	<Null>	<Null>	NASHVILLE
24 ANDREW T WHITMORE ST	<Null>	<Null>	NASHVILLE
P O BOX 196300			NASHVILLE
424 WINGROVE ST	<Null>	<Null>	NASHVILLE
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333 MURFREESBORO RD	<Null>	<Null>	NASHVILLE
1071 2ND AVE S			NASHVILLE
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1107 WADE AVE	<Null>	<Null>	NASHVILLE
600 MONTE CARLO DR			ANTIOCH
810 OAK MEADOW DR # 161652			FRANKLIN
P O BOX 196300	<Null>	<Null>	NASHVILLE
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3005 MONMOUTH DR			LA VERGNE
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24 ANDREW T WHITMORE ST C/O C STEINHOUSE	<Null>	<Null>	NASHVILLE
P O BOX 159132			NASHVILLE
1715 ALLISON PL	<Null>	<Null>	NASHVILLE
127 RAINES AVE	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
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422 TREEMONT DR	<Null>	<Null>	CLARKSVILLE
1260 MARTIN ST APT 212			NASHVILLE
701 S 6TH ST			NASHVILLE
1243 2ND AVE S	<Null>	<Null>	NASHVILLE
13 PERKINS ST	<Null>	<Null>	NASHVILLE
1619 GRAYBAR LN	<Null>	<Null>	NASHVILLE
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411 MALLORY ST	<Null>	<Null>	NASHVILLE
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1705 NEAL TER	<Null>	<Null>	NASHVILLE
13 HART ST	<Null>	<Null>	NASHVILLE

6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
809 WINDSTONE BLVD			BRENTWOOD
1707 NEAL TR	<Null>	<Null>	NASHVILLE
1710 NEAL TR	<Null>	<Null>	NASHVILLE
1213 2ND AVE S	<Null>	<Null>	NASHVILLE
1016 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
1925 OLD HICKORY BLVD			BRENTWOOD
1707 STEWART PL	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
650 WEDGEWOOD AVE			NASHVILLE
508 MOORE AVE	<Null>	<Null>	NASHVILLE
1807 NEAL TER	<Null>	<Null>	NASHVILLE
1710 STEWART PL	<Null>	<Null>	NASHVILLE
P O BOX 100259	<Null>	<Null>	NASHVILLE
1714 STEWART PL			NASHVILLE
1241 2ND AVE S	<Null>	<Null>	NASHVILLE
PO BOX 60736			NASHVILLE
P O BOX 846			NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
1709 ALLISON PL	<Null>	<Null>	NASHVILLE
525 HAMILTON AVE			NASHVILLE
4401 WINTON DR C/O MELODY BOYKIN	<Null>	<Null>	ANTIOCH
1117 2ND AV S	<Null>	<Null>	NASHVILLE
508 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1313 PILLOW ST	<Null>	<Null>	NASHVILLE
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1803 STEWART PL	<Null>	<Null>	NASHVILLE
1079 2ND AVE S	<Null>	<Null>	NASHVILLE
1701 STEWART PL	<Null>	<Null>	NASHVILLE
1008 B JOSEPH AVE			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1207 2ND AVE S	<Null>	<Null>	NASHVILLE
1107 WADE ST	<Null>	<Null>	NASHVILLE
4202 KIRTLAND RD	<Null>	<Null>	NASHVILLE
414 MOORE AVE	<Null>	<Null>	NASHVILLE
3633 HENLEY PARK CT			ATLANTA
153 RAINS AVE	<Null>	<Null>	NASHVILLE
1925OLD HICKORY BLVD	<Null>	<Null>	BRENTWOOD
P O BOX 196300	<Null>	<Null>	NASHVILLE
473 EMERSON ST			DENVER
429 CEDARCLIFF RD	<Null>	<Null>	ANTIOCH
4418 WINSTON AV W	<Null>	<Null>	NASHVILLE
345 S JEFFERSON AVE STE 403			COOKEVILLE
1116 1ST AVE S	<Null>	<Null>	NASHVILLE
P O BOX 120601	<Null>	<Null>	NASHVILLE
602 HAMILTON AVE	<Null>	<Null>	NASHVILLE

P O BOX 644			SPRING HILL
P O BOX 1361			BRENTWOOD
718 THOMPSON LN STE 108	<Null>	<Null>	NASHVILLE
1219 2ND AV S	<Null>	<Null>	NASHVILLE
31 N HILL ST	<Null>	<Null>	NASHVILLE
1117 2ND AVE S	<Null>	<Null>	NASHVILLE
805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
25 PERKINS ST	<Null>	<Null>	NASHVILLE
1205 2ND AVE S	<Null>	<Null>	NASHVILLE
129 RAINS AVE	<Null>	<Null>	NASHVILLE
1107 WADE ST	<Null>	<Null>	NASHVILLE
2818 BRANSFORD AVE			NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
1117 2ND AV S	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
P O BOX 707	<Null>	<Null>	CLARKSVILLE
1217 1ST AVE S			NASHVILLE
140 RAINS AVE	<Null>	<Null>	NASHVILLE
19 N HILL ST	<Null>	<Null>	NASHVILLE
1120 2ND AVE S	<Null>	<Null>	NASHVILLE
1262 2ND AV S	<Null>	<Null>	NASHVILLE
736 RINGGOLD DR C/O PATRICIA CAMPBELL	<Null>	<Null>	NASHVILLE
1017 2ND AVE S	<Null>	<Null>	NASHVILLE
1071 2ND AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
50 VANTAGE WAY STE 107			NASHVILLE
3704 TURLEY DR	<Null>	<Null>	NASHVILLE
10451 PAW PAW SPRINGS RD			ARRINGTON
6517 JOCELYN HOLLOW RD	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
4117 CREEKWOOD N	<Null>	<Null>	NASHVILLE
P O BOX 190098	<Null>	<Null>	NASHVILLE
1814 STEWART PL	<Null>	<Null>	NASHVILLE
511 MOORE AVE	<Null>	<Null>	NASHVILLE
PO BOX 60736			NASHVILLE
P O BOX 846			NASHVILLE
P O BOX 846			NASHVILLE
315 LAUDERDALE RD	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
911 GALE LN	<Null>	<Null>	NASHVILLE
1071 2ND AVE S			NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 1530	<Null>	<Null>	CAVE CREEK
1057 2ND AVE S C/O FELICIA GREEN	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE

7703 N LAMAR BLVD STE 205			AUSTIN
619 HAMILTON AV	<Null>	<Null>	NASHVILLE
3308 HAWKWOOD LN	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
508 SOUTHGATE DR	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
37 TRIMBLE ST	<Null>	<Null>	NASHVILLE
23 N HILL ST	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 1361	<Null>	<Null>	BRENTWOOD
P O BOX 100111	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 733	<Null>	<Null>	GREENVILLE
432 WINGROVE AVE	<Null>	<Null>	NASHVILLE
616 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
211 BELL CANYON RD	<Null>	<Null>	BELL CANYON
1235 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
2157 BYRUM AVE	<Null>	<Null>	NASHVILLE
45 WHARF AVE			NASHVILLE
5137 GRAND OAK WAY	<Null>	<Null>	BRENTWOOD
19 HART ST	<Null>	<Null>	NASHVILLE
1702 NEAL TER	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
2223 11TH AVE S			NASHVILLE
109 CHEROKEE CT	<Null>	<Null>	ANTIOCH
6666 BROOKMONT TER 305	<Null>	<Null>	NASHVILLE
30 N HILL ST	<Null>	<Null>	NASHVILLE
620 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
7402 BERMUDA DR	<Null>	<Null>	CHRISTIANA
1805 ALLISON PL	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
156 BONNFELD DR	<Null>	<Null>	HERMITAGE
P O BOX 100217	<Null>	<Null>	NASHVILLE
1214 CHURCH ST C/O MR EUGENE WARD	<Null>	<Null>	NASHVILLE
519 HAMILTON AV	<Null>	<Null>	NASHVILLE
5248 FRANKLIN PIKE CIR	<Null>	<Null>	BRENTWOOD
P O BOX 100111	<Null>	<Null>	NASHVILLE
208 POINT EAST DR	<Null>	<Null>	NASHVILLE
1024 2ND AVE S	<Null>	<Null>	NASHVILLE
2152 BYRUM AVE	<Null>	<Null>	NASHVILLE
1711 ALLISON PL	<Null>	<Null>	NASHVILLE
72 A MAURY ST	<Null>	<Null>	NASHVILLE
5248 FRANKLIN PIKE CR	<Null>	<Null>	BRENTWOOD
136 RAINS AVE	<Null>	<Null>	NASHVILLE
P O BOX 120663			NASHVILLE

701 S 6TH ST			NASHVILLE
508 HAMILTON AVE	<Null>	<Null>	NASHVILLE
530 HAMILTON AV	<Null>	<Null>	NASHVILLE
P O BOX 100217	<Null>	<Null>	NASHVILLE
136 RAINS AVE			NASHVILLE
1059 2ND AVE S	<Null>	<Null>	NASHVILLE
407 WILLIAMSPORT DR	<Null>	<Null>	SMYRNA
211 BELL CANYON RD	<Null>	<Null>	BELL CANYON
3212 VAILVIEW DR C/O REBECCA HALL	<Null>	<Null>	NASHVILLE
10 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
900 19TH AV S, #901	<Null>	<Null>	NASHVILLE
36 N HILL ST	<Null>	<Null>	NASHVILLE
711 DOVER DRIVE	<Null>	<Null>	NASHVILLE
# 1 GARDEN ST	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
610 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
136 RAINS AVE	<Null>	<Null>	NASHVILLE
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
140 RAINS AV	<Null>	<Null>	NASHVILLE
1300-1302 LITTLE HAMILTON AV	<Null>	<Null>	NASHVILLE
1300 LITTLE HAMILTON AVE			NASHVILLE
2416 GARDNER LN	<Null>	<Null>	NASHVILLE
540 HAMILTON AV	<Null>	<Null>	NASHVILLE
516 GLENGARRY DR			NASHVILLE
802 FRANKLIN RD			CHARLOTTE
2223 11TH AVE S			NASHVILLE
703 PENDRAGON CT			FRANKLIN
1401 DALLAS AVE	<Null>	<Null>	NASHVILLE
205 LOGANS CIR	<Null>	<Null>	FRANKLIN
419 MALLORY ST	<Null>	<Null>	NASHVILLE
418 MOORE AVE	<Null>	<Null>	NASHVILLE
430 WINGROVE ST	<Null>	<Null>	NASHVILLE
200 RAINS AVE	<Null>	<Null>	NASHVILLE
1810 MARTIN ST	<Null>	<Null>	NASHVILLE
513 3RD AVE S	<Null>	<Null>	NASHVILLE
407B MOORE AVE			NASHVILLE
1224 2ND AVE S STE 103	<Null>	<Null>	NASHVILLE
417 MALLORY ST	<Null>	<Null>	NASHVILLE
703 PENDRAGON CT			FRANKLIN
915 GOODBAR DR	<Null>	<Null>	NASHVILLE
1601 EMERALD DR	<Null>	<Null>	NASHVILLE
188 FRONT ST STE 116-101	<Null>	<Null>	FRANKLIN
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1711 STEWART PL	<Null>	<Null>	NASHVILLE
15 GARDEN ST	<Null>	<Null>	NASHVILLE

1811 STEWART PL	<Null>	<Null>	NASHVILLE
9 N HILL ST	<Null>	<Null>	NASHVILLE
5 NORTH HILL ST	<Null>	<Null>	NASHVILLE
39 N HILL ST	<Null>	<Null>	NASHVILLE
518 HAMILTON AV	<Null>	<Null>	NASHVILLE
520 HAMILTON AV	<Null>	<Null>	NASHVILLE
417 MOORE AV	<Null>	<Null>	NASHVILLE
18 SHEPARD ST			NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
606 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 B MOORE AVE			NASHVILLE
1601 MARTIN ST			NASHVILLE
1601 MARTIN ST			NASHVILLE
34 SHEPARD ST			NASHVILLE
2020 LONG VALLEY RD	<Null>	<Null>	BRENTWOOD
317 SPICEWOOD LN	<Null>	<Null>	NASHVILLE
1101 2ND AVE S	<Null>	<Null>	NASHVILLE
7 N HILL ST	<Null>	<Null>	NASHVILLE
P. O. BOX 644	<Null>	<Null>	SPRING HILL
136 RAINS AVE			NASHVILLE
1071 2ND AVE S C/O JOSH HELMER	<Null>	<Null>	NASHVILLE
617 HAMILTON AVE			NASHVILLE
1712 STEWART PL	<Null>	<Null>	NASHVILLE
1602 HAYNES MEADE CR	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
1810 STEWART PL	<Null>	<Null>	NASHVILLE
1816 MARTIN ST	<Null>	<Null>	NASHVILLE
1307 PILLOW ST	<Null>	<Null>	NASHVILLE
P O BOX 158444	<Null>	<Null>	NASHVILLE
1717 NEAL TER	<Null>	<Null>	NASHVILLE
6666 BROOKMONT TER 305	<Null>	<Null>	NASHVILLE
P O BOX 40466	<Null>	<Null>	NASHVILLE
21 SHEPARD ST	<Null>	<Null>	NASHVILLE
P O BOX 150979	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 40451			NASHVILLE
317 SPICEWOOD LN	<Null>	<Null>	NASHVILLE
1401 PILLOW ST	<Null>	<Null>	NASHVILLE
538 HAMILTON AVE			NASHVILLE
650 WEDGEWOOD AVE			NASHVILLE
1805 STEWART PL	<Null>	<Null>	NASHVILLE
P O BOX 101482	<Null>	<Null>	NASHVILLE
1244 2ND AV S	<Null>	<Null>	NASHVILLE
1813 ALLISON PL	<Null>	<Null>	NASHVILLE
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
1601 MARTIN ST			NASHVILLE

1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
1817 NEAL TER	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
1125 12TH AVE S	<Null>	<Null>	NASHVILLE
514 HAMILTON AV	<Null>	<Null>	NASHVILLE
P O BOX 160860	<Null>	<Null>	NASHVILLE
1802 STEWART PL	<Null>	<Null>	NASHVILLE
64 WEST ZANE ST	<Null>	<Null>	LONG BEACH
P O BOX 100111	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE
1266 2ND AVE S	<Null>	<Null>	NASHVILLE
1247 2ND AVE S	<Null>	<Null>	NASHVILLE
1238 THOMAS ST	<Null>	<Null>	NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
600 MONTE CARLO DR			ANTIOCH
1925 OLD HICKORY BLVD	<Null>	<Null>	BRENTWOOD
3000 BEACHMIST WAY	<Null>	<Null>	ANTIOCH
P O BOX 451340	<Null>	<Null>	WESTLAKE
650 WEDGEWOOD AVE			NASHVILLE
P O BOX 100135			NASHVILLE
604 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
15 MISSIONARY DR	<Null>	<Null>	BRENTWOOD
95 WHITE BRIDGE RD STE 306 C/O KEITH KRAFT			NASHVILLE
809 WINDSTONE BLVD	<Null>	<Null>	BRENTWOOD
P O BOX 100135			NASHVILLE
P O BOX 3641			BRENTWOOD
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
1700 ALLISON PL			NASHVILLE
42 SHEPARD ST			NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
711 DOVER RD	<Null>	<Null>	NASHVILLE
420 MOORE AV	<Null>	<Null>	NASHVILLE
1310 JEFFERSON ST C/O JOHN E JORDAN	<Null>	<Null>	NASHVILLE
1310 JEFFERSON ST C/O JOHN E JORDAN	<Null>	<Null>	NASHVILLE
PO BOX 100259	<Null>	<Null>	NASHVILLE
19 SHEPARD ST	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
1704 STEWART PL	<Null>	<Null>	NASHVILLE
1243 2ND AVE S			NASHVILLE
54 HUBBARD ST	<Null>	<Null>	NASHVILLE
643 SPENCE LN	<Null>	<Null>	NASHVILLE
1403 PILLOW ST.	<Null>	<Null>	NASHVILLE
125 DEMOSS RD	<Null>	<Null>	NASHVILLE
508 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
417 WELSHWOOD DR STE 203	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD

1713 ALLISON PL	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
108 CHESTNUT ST	<Null>	<Null>	NASHVILLE
21 PERKINS ST	<Null>	<Null>	NASHVILLE
5716 SPRING HOUSE WAY			BRENTWOOD
12 N HILL ST	<Null>	<Null>	NASHVILLE
6064 CENTRAL PK			MOUNT JULIET
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
P O BOX 100111	<Null>	<Null>	NASHVILLE
1136 BELL GRIMES LN	<Null>	<Null>	NASHVILLE
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6759 PENNYWELL DR			NASHVILLE
600 SOUTHGATE AV	<Null>	<Null>	NASHVILLE
1055 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 4	<Null>	<Null>	ORLINDA
2153 BYRUM AVE	<Null>	<Null>	NASHVILLE
1233 1ST AVE S			NASHVILLE
417 WELSHWOOD DR STE 203	<Null>	<Null>	NASHVILLE
P O BOX 1361	<Null>	<Null>	BRENTWOOD
19 HART ST	<Null>	<Null>	NASHVILLE
156 BONNFELD DR	<Null>	<Null>	HERMITAGE
P O BOX 100111	<Null>	<Null>	NASHVILLE
2416 GARDNER LN	<Null>	<Null>	NASHVILLE
404 WINGROVE ST	<Null>	<Null>	NASHVILLE
4202 KIRTLAND RD	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
P O BOX 92221	<Null>	<Null>	NASHVILLE
515 HAMILTON AVE	<Null>	<Null>	NASHVILLE
802 TIMBER LN	<Null>	<Null>	NASHVILLE
P O BOX 50857	<Null>	<Null>	NASHVILLE
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6304 SHELBYVILLE HWY	<Null>	<Null>	CHRISTIANA
809 WINDSTONE BLVD	<Null>	<Null>	BRENTWOOD
P O BOX 451340	<Null>	<Null>	WESTLAKE
1247 1ST AV S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1809 MARTIN ST	<Null>	<Null>	NASHVILLE
1015 2ND AVE S	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
2160 BYRUM AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1813 NEAL TER	<Null>	<Null>	NASHVILLE
1716 ALLISON PL	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
600 HAMILTON AV	<Null>	<Null>	NASHVILLE

5716 SPRING HOUSE WAY			BRENTWOOD
1608 MARTIN ST	<Null>	<Null>	NASHVILLE
2206 21ST AVE S	<Null>	<Null>	NASHVILLE
822 WOODLAND ST	<Null>	<Null>	NASHVILLE
5209 LAKE CT C/O GLEN WALLIS	<Null>	<Null>	BRENTWOOD
2610 WESTWOOD DR			NASHVILLE
418 MALLORY ST	<Null>	<Null>	NASHVILLE
418 MALLORY ST	<Null>	<Null>	NASHVILLE
524 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 846			NASHVILLE
P O BOX 846			NASHVILLE
6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
1708 CARVELL DR	<Null>	<Null>	NASHVILLE
1708 CARVELL DR	<Null>	<Null>	NASHVILLE
1906 BEECHWOOD AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1802 ALLISON PL	<Null>	<Null>	NASHVILLE
20 ACADEMY PL C/O MIKE URQUHART ESQUIRE	<Null>	<Null>	NASHVILLE
607 MOORE AVE	<Null>	<Null>	NASHVILLE
2159 BYRUM AVE	<Null>	<Null>	NASHVILLE
1804 STEWART PL	<Null>	<Null>	NASHVILLE
1711 NEAL TERRACE	<Null>	<Null>	NASHVILLE
24 HART ST	<Null>	<Null>	NASHVILLE
1233 2ND AVE S	<Null>	<Null>	NASHVILLE
930 S DOUGLAS AVE	<Null>	<Null>	NASHVILLE
6013 GREENLEAF CT	<Null>	<Null>	BRENTWOOD
1703 NEAL TER	<Null>	<Null>	NASHVILLE
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
611 MOORE AVE	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
P O BOX 40451			NASHVILLE
1706 NEAL TER	<Null>	<Null>	NASHVILLE
614 MOORE AV	<Null>	<Null>	NASHVILLE
609 MOORE AVE	<Null>	<Null>	NASHVILLE
1715 STEWART PL	<Null>	<Null>	NASHVILLE
517 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 40165	<Null>	<Null>	NASHVILLE
1117 2ND AV S	<Null>	<Null>	NASHVILLE
608 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
1831 12TH AVE S #257	<Null>	<Null>	NASHVILLE
1719 ALLISON PL	<Null>	<Null>	NASHVILLE
1709 NEAL TER	<Null>	<Null>	NASHVILLE
20 N HILL ST	<Null>	<Null>	NASHVILLE
1116 1ST AVE SO.	<Null>	<Null>	NASHVILLE
1253 2ND AVE S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE			NASHVILLE

650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1107 WADE AV	<Null>	<Null>	NASHVILLE
1925 OLD HICKORY BLVD	<Null>	<Null>	BRENTWOOD
1916 8TH AV S	<Null>	<Null>	NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
106 KINNEYS RD	<Null>	<Null>	SPRINGFIELD
41 N HILL ST	<Null>	<Null>	NASHVILLE
PO BOX 292331	<Null>	<Null>	NASHVILLE
8233 WIKLE RD E	<Null>	<Null>	BRENTWOOD
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
4202 KIRKLAND RD	<Null>	<Null>	NASHVILLE
3829 LEONA PASS			HERMITAGE
436 WINGROVE ST	<Null>	<Null>	NASHVILLE
1037 JEFFERSON ST	<Null>	<Null>	NASHVILLE
1518 BERE A CHURCG RD			LEBANON
7402 BERMUDA DR	<Null>	<Null>	CHRISTIANA
987 GREERLAND DR			NASHVILLE
703 PENDRAGON CT	<Null>	<Null>	FRANKLIN
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
209 10TH AVE S STE 134			NASHVILLE
209 10TH AVE S STE 134			NASHVILLE
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2161 BYRUM AVE	<Null>	<Null>	NASHVILLE
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422 MOORE AVE	<Null>	<Null>	NASHVILLE
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4849 TERRAGON TRL	<Null>	<Null>	ANTIOCH
P O BOX 40451			NASHVILLE
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1026 WILLOUGHBY STATION BLVD	<Null>	<Null>	MOUNT JULIET
1811 NEAL TER.	<Null>	<Null>	NASHVILLE
424 MALLORY ST	<Null>	<Null>	NASHVILLE
2326 UNA ANTIOCH PIKE	<Null>	<Null>	ANTIOCH
650 WEDGEWOOD AV	<Null>	<Null>	NASHVILLE
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5 GARDEN ST	<Null>	<Null>	NASHVILLE
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400 NORMANDY CIR	<Null>	<Null>	NASHVILLE
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27 PERKINS ST	<Null>	<Null>	NASHVILLE
608 MOORE AVE	<Null>	<Null>	NASHVILLE
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89 NE 27TH ST	<Null>	<Null>	MIAMI
1807 MARTIN ST	<Null>	<Null>	NASHVILLE
4693 RIVA RIDGE DR	<Null>	<Null>	OLIVE BRANCH
630 PATRIOT LN			FRANKLIN
P O BOX 101482	<Null>	<Null>	NASHVILLE
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19 HART ST	<Null>	<Null>	NASHVILLE
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2151 BYRUM AVE	<Null>	<Null>	NASHVILLE
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24 ANDREW T WHITMORE ST	<Null>	<Null>	NASHVILLE
600 MONTE CARLO DR			ANTIOCH
837 RUSSLEO DR	<Null>	<Null>	NASHVILLE
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7 GARDEN ST	<Null>	<Null>	NASHVILLE
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1704 ALLISON PL	<Null>	<Null>	NASHVILLE
701 S 6TH ST			NASHVILLE
36 SHEPARD ST	<Null>	<Null>	NASHVILLE
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518 MOORE AVE	<Null>	<Null>	NASHVILLE
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620 HAMILTON AV	<Null>	<Null>	NASHVILLE
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4401 SCENIC DR	<Null>	<Null>	NASHVILLE
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650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
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115 WOODMONT BLVD APT 219			NASHVILLE
5000 FRANKLIN RD	<Null>	<Null>	NASHVILLE
736 RINGGOLD DR C/O PATRICIA CAMPBELL	<Null>	<Null>	NASHVILLE
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436 ATLAS DR	<Null>	<Null>	NASHVILLE
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701 S 6TH ST			NASHVILLE

P O BOX 846			NASHVILLE
701 S 6TH ST			NASHVILLE
29 TRIMBLE ST	<Null>	<Null>	NASHVILLE
2014 POMONA AVE			MEMPHIS
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701 S 6TH ST			NASHVILLE
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131 RAINS AVE	<Null>	<Null>	NASHVILLE
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2015 MANHATTAN BEACH BLVD STE 100	<Null>	<Null>	REDONDO BEACH
161 RAINS AV			NASHVILLE
1260 MARTIN ST APT 212			NASHVILLE
19 HART ST	<Null>	<Null>	NASHVILLE
540 C MOORE AVE	<Null>	<Null>	NASHVILLE
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P O BOX 159038			NASHVILLE
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905 SOUTHSIDE PL			NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C			NASHVILLE
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2008 WATERSTONE DR	<Null>	<Null>	FRANKLIN
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650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
154 RAINS AVE	<Null>	<Null>	NASHVILLE
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621 A MOORE AVE	<Null>	<Null>	NASHVILLE
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2550 MERIDIAN STE 350	<Null>	<Null>	FRANKLIN
1308 A PILLOW ST	<Null>	<Null>	NASHVILLE
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106 GALE LN			NASHVILLE
492 SOUTHGATED AVE	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
212 HAMLETT DR	<Null>	<Null>	WHITE HOUSE
7264 STEINBECK AVE	<Null>	<Null>	SAN DIEGO
2412 12TH AVE S	<Null>	<Null>	NASHVILLE
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411 MERRITT AVE APT 202	<Null>	<Null>	NASHVILLE
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536 B MOORE AVE	<Null>	<Null>	NASHVILLE
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6121 NOLENSVILLE PIKE	<Null>	<Null>	NASHVILLE
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1313 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
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505 B MOORE AVE	<Null>	<Null>	NASHVILLE
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538 A MOORE AVE	<Null>	<Null>	NASHVILLE
538 B MOORE AVE	<Null>	<Null>	NASHVILLE
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203 POINT EAST DR	<Null>	<Null>	NASHVILLE
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2500 21ST AVE S STE 102			NASHVILLE
1069B 2ND AVE S	<Null>	<Null>	NASHVILLE
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16 PERKINS ST	<Null>	<Null>	NASHVILLE
84 ALTENTANN	<Null>	<Null>	NASHVILLE
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2005 TORRINGTON ST			RALEIGH
1407 PILLOW ST			NASHVILLE
471 HUMPHREYS ST	<Null>	<Null>	NASHVILLE
509 A MOORE AVE	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
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511 SOUTHGATE AVE			NASHVILLE
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121 RAINS AVE	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD AVE STE C	<Null>	<Null>	NASHVILLE
100 OCEANSIDE DR			NASHVILLE
1102 WOODLAND AVE			EAGLEVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
1810 A NEAL TERR	<Null>	<Null>	NASHVILLE
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667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
158 A RAINES AVE C/O LOU TAYLOR TRUSTEE			NASHVILLE
158 B RAINS AVE.	<Null>	<Null>	NASHVILLE
510 RIDGEVIEW DR	<Null>	<Null>	MOUNT JULIET
3716 WEST END AVE	<Null>	<Null>	NASHVILLE
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402 CARRIAGE DR	<Null>	<Null>	BENTON
1268B 2ND AVE S			NASHVILLE
9418 GREEN HILL CIR	<Null>	<Null>	BRENTWOOD
411 A MOORE AVE	<Null>	<Null>	NASHVILLE
203 POINT EAST DR	<Null>	<Null>	NASHVILLE
428 B WINGROVE AVE			NASHVILLE
428 A WINGROVE AVE			NASHVILLE
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667 WEDGEWOOD STE C	<Null>	<Null>	NASHVILLE
1699 ALLISON PL			NASHVILLE
3912 ABBOTT MARTIN RD			NASHVILLE
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504 HAMILTON AVE			NASHVILLE
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501 MOORE AVE	<Null>	<Null>	NASHVILLE
143 RAINS AVE	<Null>	<Null>	NASHVILLE
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534 A MOORE AVE	<Null>	<Null>	NASHVILLE
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111 LAKE PARK DR	<Null>	<Null>	MARTIN
1716 CARVELL AVE			NASHVILLE
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1261 1ST AVE S			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
513 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
5231 MARGARETS PL			BRENTWOOD
5716 SPRING HOUSE WAY			BRENTWOOD
320 Ocala DR	<Null>	<Null>	NASHVILLE
1305 C PILOW ST	<Null>	<Null>	NASHVILLE
1035 D PILLOW ST	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C			NASHVILLE
13 A N HILL ST.	<Null>	<Null>	NASHVILLE
13 B N HILL ST.	<Null>	<Null>	NASHVILLE
509 HAMILTON AVE			NASHVILLE
1321 A LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1321 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
2003 DAYLILY DR			FRANKLIN
1311 A LITTLE HAMILTON AVE			NASHVILLE
1311 B LLITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1306 BELMONT PARK CT			NASHVILLE
1319 A LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1319 B LITTLE HAMILTON AVE	<Null>	<Null>	NASHVILLE
1101 RIVERSIDE DR			OLD HICKORY
20 A CLAIBORNE ST	<Null>	<Null>	NASHVILLE
1004 ASHMORE DR			NASHVILLE
465 HENSLEE DR C-1			DICKSON
18 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
10 PERKINS ST	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1708 A ALLISON PL	<Null>	<Null>	NASHVILLE
1708 B ALLISON PL	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1706 A ALLISON PL	<Null>	<Null>	NASHVILLE
1706 A ALLISON PL	<Null>	<Null>	NASHVILLE
465 HENSLEE DR C-1			DICKSON
1706 MARTIN ST			NASHVILLE
1704 MARTIN ST	<Null>	<Null>	NASHVILLE
621 BRADLEY CT			FRANKLIN
11 S GREEN ST 1002	<Null>	<Null>	CHICAGO

434 MERRITT AVE	<Null>	<Null>	NASHVILLE
6710 SW 80 ST STE 101	<Null>	<Null>	MIAMI
438 MERRITT AVE	<Null>	<Null>	NASHVILLE
440 MERRITT AVE	<Null>	<Null>	NASHVILLE
909 N MEADOW LN	<Null>	<Null>	NASHVILLE
444 MERRITT AVE	<Null>	<Null>	NASHVILLE
2103 S OCEAN BLVD			DELRAY BEACH
1322 PILLOW ST	<Null>	<Null>	NASHVILLE
1320 PILLOW ST	<Null>	<Null>	NASHVILLE
502 CHESTERFIELD AVE	<Null>	<Null>	NASHVILLE
430 MERRITT AVE 3			NASHVILLE
430 MERRITT AVE #2			NASHVILLE
430 MERRITT AVE APT 1	<Null>	<Null>	NASHVILLE
209 10TH AVE S STE 521			NASHVILLE
1809 A ALLISON PL	<Null>	<Null>	NASHVILLE
1809 ALLISON PL B			NASHVILLE
107 STRATHMORE WAY			HENDERSONVILLE
519 A SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
519 SOUTHGATE AVE			NASHVILLE
531 A MOORE AVE	<Null>	<Null>	NASHVILLE
531B MOORE AVE	<Null>	<Null>	NASHVILLE
1310 CAMELOT BAY			MOUNT JULIET
1708 A NEAL TER	<Null>	<Null>	NASHVILLE
1708 B NEAL TER	<Null>	<Null>	NASHVILLE
1708 NEAL TER			NASHVILLE
1810 A ALLISON PL	<Null>	<Null>	NASHVILLE
1810 B ALLISON PL	<Null>	<Null>	NASHVILLE
2814 12TH AVE S			NASHVILLE
115 ALTON RD			NASHVILLE
2164 BYRUM AVE	<Null>	<Null>	NASHVILLE
2160 BYRUM AVE			NASHVILLE
2166 BYRUM AVE	<Null>	<Null>	NASHVILLE
2168 BYRUM AVE	<Null>	<Null>	NASHVILLE
2160 BYRUM AVE			NASHVILLE
2158A BYRUM AVE			NASHVILLE
2158B BYRUM AVE	<Null>	<Null>	NASHVILLE
6121 NOLENSVILLE PIKE			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE

4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
4317 SUNNYBROOK DR			NASHVILLE
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4317 SUNNYBROOK DR			NASHVILLE
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600 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
667 WEDGEWOOD AVE STE C			NASHVILLE
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1300 PILLOW ST			NASHVILLE
2155 A BYRUM AVE	<Null>	<Null>	NASHVILLE
2155 B BYRUM AVE	<Null>	<Null>	NASHVILLE
471 HUMPHREYS ST			NASHVILLE
549 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
549B HAMILTON AVE	<Null>	<Null>	NASHVILLE
1598 GUILL RD			MOUNT JULIET
1109 GLENWOOD AVE			NASHVILLE
1109 GLENWOOD AVE			NASHVILLE
1033 DEMONBREUN ST FL3			NASHVILLE
111 ORIEL AVE			NASHVILLE
111 ORIEL AVE			NASHVILLE
600 MOORE AV			NASHVILLE
117 A RAINS AVE	<Null>	<Null>	NASHVILLE
P. O. BOX 331235	<Null>	<Null>	NASHVILLE
117 RAINS AVE			NASHVILLE
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P O BOX 331235	<Null>	<Null>	NASHVILLE
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509 B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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1707 MARTIN ST			NASHVILLE
1716 STEWART PL	<Null>	<Null>	NASHVILLE
2517 EUGENIA AVE STE 202			NASHVILLE
450 PINE RIDGE DR			PARIS
510 HAMILTON AVE			NASHVILLE
1025 SOUTHSIDE CT			NASHVILLE
1231 2ND AVENUE SOUTH			NASHVILLE
900 TYSON AVE			PARIS
900 TYSON AVE			PARIS
1611 VALLE VERDE DR			BRENTWOOD
534 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
2317 CRUZEN STREET			NASHVILLE
615 NAPOLEAN AVE			NASHVILLE

2820 BEAULAH DR			MURFREESBORO
6551 PERNOD AVE			SAINT LOUIS
3740 TURLEY DR A			NASHVILLE
1668 COLLEEN ST			SARASOTA
511 HAMILTON AVE			NASHVILLE
P O BOX 158444			NASHVILLE
2814 12TH AVE S			NASHVILLE
204 SOUTH 11TH STREET			NASHVILLE
1028 VAUGHNS CREST DR			FRANKLIN
PO BOX 331205			NASHVILLE
130 RAINS AVENUE			NASHVILLE
629 POST OAK CIRCLE			BRENTWOOD
1011 CHERRY AVENUE			NASHVILLE
629 POST OAK CIRCLE			BRENTWOOD
2317 CRUZEN ST			NASHVILLE
204 S 11TH ST			NASHVILLE
513 3RD AVE S			NASHVILLE
944 9TH AVE S			NASHVILLE
P O BOX 158444			NASHVILLE
94 ALTENTANN			NASHVILLE
P O BOX 3641			BRENTWOOD
703 PENDRAGON CT			FRANKLIN
514 MOORE AVE			NASHVILLE
1237 2ND AVE S	<Null>	<Null>	NASHVILLE
204 S 11TH ST			NASHVILLE
1304 PILLOW ST			NASHVILLE
613 HAMILTON AVE			NASHVILLE
121 1ST AVE S STE 220			FRANKLIN
1071 2ND AVE S			NASHVILLE
151 RAINS AVE			NASHVILLE
639 E MAIN ST			HENDERSONVILLE
639 E MAIN ST B202			HENDERSONVILLE
525 MOORE AVE			NASHVILLE
827 W MCKENNIE AVE			NASHVILLE
24 N HILL ST			NASHVILLE
929 LAWN VIEW LN			FRANKLIN
1808 MARTIN ST			NASHVILLE
149 RAINS AVE			NASHVILLE
9919 MAXWELL LN			BRENTWOOD
513 3RD AVE S			NASHVILLE
7562 AUBREY RIDGE DR			FAIRVIEW
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD
PO BOX 3641			BRENTWOOD
1205 LINCOLN RD STE 215			MIAMI BEACH
50 VANTAGE WAY STE 107			NASHVILLE
2309 CRESTMOOR RD STE 201			NASHVILLE

407 HUMPHREYS ST APT 1			NASHVILLE
516 HAMILTON AVE			NASHVILLE
1025 SOUTHSIDE CT			NASHVILLE
617 A MOORE AVE			NASHVILLE
615 A MOORE AVE			NASHVILLE
1240 FAIRWAY ST			BOWLING GREEN
416 MOORE AVE			NASHVILLE
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1623 FAIRHAVEN LN	<Null>	<Null>	MURFREESBORO
45 PERKINS ST	<Null>	<Null>	NASHVILLE
127 RAINES AVE			NASHVILLE
133 ACADEMY SQ	<Null>	<Null>	NASHVILLE
565 MOORE AVE	<Null>	<Null>	NASHVILLE
133 ACADEMY SQ	<Null>	<Null>	NASHVILLE
4418 WINSTON AVE W	<Null>	<Null>	NASHVILLE
P O BOX 80271			NASHVILLE
1 CLAIBORNE ST	<Null>	<Null>	NASHVILLE
45 PERKINS ST	<Null>	<Null>	NASHVILLE
19 HART ST ATTN: DONNEL WORDLAW	<Null>	<Null>	NASHVILLE
535 MOORE AVE			NASHVILLE
39 TRIMBLE ST	<Null>	<Null>	NASHVILLE
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11 TRIMBLE ST	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
4418 WINSTON AVE W	<Null>	<Null>	NASHVILLE
17 TRIMBLE ST	<Null>	<Null>	NASHVILLE
1118 2ND AV S	<Null>	<Null>	NASHVILLE
5261 FREDERICKSBURG WAY E	<Null>	<Null>	BRENTWOOD
14 PERKINS ST	<Null>	<Null>	NASHVILLE
1017 BOXWOOD DR	<Null>	<Null>	FRANKLIN
557 MOORE AVE	<Null>	<Null>	NASHVILLE
407 MERRITT AVE	<Null>	<Null>	NASHVILLE
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805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
P O BOX 80271	<Null>	<Null>	NASHVILLE
421 MALLORY ST	<Null>	<Null>	NASHVILLE
9 TRIMBLE ST			NASHVILLE
1017 BOXWOOD DR	<Null>	<Null>	FRANKLIN
54 LINCOLN ST	<Null>	<Null>	NASHVILLE

610 HAMILTON AVE	<Null>	<Null>	NASHVILLE
P O BOX 158444			NASHVILLE
205 LOGANS CIR	<Null>	<Null>	FRANKLIN
1232 2ND AV S	<Null>	<Null>	NASHVILLE
95 WHITE BRIDGE RD STE 306 C/O KEITH KRAFT			NASHVILLE
551 MOORE AVE	<Null>	<Null>	NASHVILLE
1716 NEAL TERR	<Null>	<Null>	NASHVILLE
5248 FRANKLIN PIKE CR	<Null>	<Null>	BRENTWOOD
1804 NEAL TR	<Null>	<Null>	NASHVILLE
33 TRIMBLE ST	<Null>	<Null>	NASHVILLE
809 EDWARDS DR	<Null>	<Null>	FRANKLIN
837 RUSSLEO DR	<Null>	<Null>	NASHVILLE
555 MOORE AVE	<Null>	<Null>	NASHVILLE
1220 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 451340	<Null>	<Null>	WESTLAKE
19 HART ST	<Null>	<Null>	NASHVILLE
19 HART ST	<Null>	<Null>	NASHVILLE
2309 CRESTMOOR RD STE 201	<Null>	<Null>	NASHVILLE
2707 NATCHEZ TC	<Null>	<Null>	NASHVILLE
1806 NEAL TER	<Null>	<Null>	NASHVILLE
23 TRIMBLE ST	<Null>	<Null>	NASHVILLE
13 TRIMBLE ST	<Null>	<Null>	NASHVILLE
436 ATLAS DR	<Null>	<Null>	NASHVILLE
831 DEWEES AVE	<Null>	<Null>	NASHVILLE
1228 2ND AVE S	<Null>	<Null>	NASHVILLE
P O BOX 451340	<Null>	<Null>	WESTLAKE
P O BOX 846			NASHVILLE
614 HAMILTON AVE	<Null>	<Null>	NASHVILLE
1722 NEAL TER	<Null>	<Null>	NASHVILLE
45 PERKINS ST	<Null>	<Null>	NASHVILLE
415 MALLORY ST	<Null>	<Null>	NASHVILLE
754 BENTON AVE			NASHVILLE
1125 12TH AVE S	<Null>	<Null>	NASHVILLE
40 WALL STREET FLOOR 58			NEW YORK
19 HART ST	<Null>	<Null>	NASHVILLE
P O BOX 196300	<Null>	<Null>	NASHVILLE
P O BOX 3641			BRENTWOOD
805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
805 BRENTVIEW DR	<Null>	<Null>	NASHVILLE
526 HAMILTON AVE	<Null>	<Null>	NASHVILLE
402 BOULDER CREEK	<Null>	<Null>	MOUNT JULIET
1916 MOBLEY WAY APT 306	<Null>	<Null>	KNOXVILLE
2616 PADDOCK PARK DR	<Null>	<Null>	THOMPSONS STATION
2616 PADDOCK PARK			THOMPSONS STATION
1240 2ND AVE S 4			NASHVILLE
1240 2ND AVE S #5			NASHVILLE
907 ONEONTA	<Null>	<Null>	DALTON

1240 2ND AVE S #7	<Null>	<Null>	NASHVILLE
P O BOX 26	<Null>	<Null>	MONTICELLO
P O BOX 26	<Null>	<Null>	MONTICELLO
1240 2ND AVE S C10	<Null>	<Null>	NASHVILLE
1240 2ND AVE UNIT C 11			NASHVILLE
5801 W MODOC AVE			VISALIA
1234 2ND AVE S			NASHVILLE
5121 GLENCARRON DR			NASHVILLE
519 LEGENDS RIDGE CT			FRANKLIN
1240 2ND AVE S UNIT 16	<Null>	<Null>	NASHVILLE
1234 2ND AVE S	<Null>	<Null>	NASHVILLE
40 BURTON HILLS BLVD STE 230			NASHVILLE
1707 A MARTIN ST	<Null>	<Null>	NASHVILLE
1707 B MARTIN ST	<Null>	<Null>	NASHVILLE
1716 STEWART PL	<Null>	<Null>	NASHVILLE
1718 STEWART PL	<Null>	<Null>	NASHVILLE
115 A RAINS AVE	<Null>	<Null>	NASHVILLE
115 B RAINS AVE	<Null>	<Null>	NASHVILLE
2517 EUGENIA AVE STE 202			NASHVILLE
608 A HAMILTON AVE			NASHVILLE
608 B HAMILTON AVE			NASHVILLE
624 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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908 STEEPLECHASE DR	<Null>	<Null>	BRENTWOOD
510 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
7725 GATEWAY 1302	<Null>	<Null>	IRVINE
1044 B 2ND AVE S	<Null>	<Null>	NASHVILLE
2018 FRANSWORTH DR			NASHVILLE
553 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
553 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
300 CENTERVIEW DR STE 205	<Null>	<Null>	BRENTWOOD
1231 2ND AVE S			NASHVILLE
1708 A STEWART PL	<Null>	<Null>	NASHVILLE
1708 B STEWART PL	<Null>	<Null>	NASHVILLE
1706 A STEWART PL	<Null>	<Null>	NASHVILLE
1706 B STEWART PL	<Null>	<Null>	NASHVILLE
545 A MOORE AVE	<Null>	<Null>	NASHVILLE
545 B MOORE AVE	<Null>	<Null>	NASHVILLE
615 NAPOLEAN AVE			NASHVILLE
34 A N HILL ST	<Null>	<Null>	NASHVILLE
34 B N HILL ST	<Null>	<Null>	NASHVILLE
34 NORTH HILL STREET			NASHVILLE
650 WEDGEWOOD AVE	<Null>	<Null>	NASHVILLE
9473 ASHFORD PL			BRENTWOOD
1242 THOMAS ST UNIT B	<Null>	<Null>	NASHVILLE
534 HAMILTON AVE A			NASHVILLE
534 B HAMILTON AVE	<Null>	<Null>	NASHVILLE

613 A MOORE AVE	<Null>	<Null>	NASHVILLE
613 B MOORE AVE	<Null>	<Null>	NASHVILLE
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610 B MOORE AVE	<Null>	<Null>	NASHVILLE
11 A N HILL ST	<Null>	<Null>	NASHVILLE
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47 A WHARF AVE	<Null>	<Null>	NASHVILLE
47 B WHARF AVE	<Null>	<Null>	NASHVILLE
3740 TURLEY DR A			NASHVILLE
28 N HILL ST			NASHVILLE
801 MAGNOLIA CT E	<Null>	<Null>	NASHVILLE
801 MAGNOLIA CT E	<Null>	<Null>	NASHVILLE
511 A HAMILTON AVE			NASHVILLE
511 B HAMILTON AVE			NASHVILLE
753 B LYNWOOD AVE	<Null>	<Null>	NASHVILLE
907 SOUTH ST	<Null>	<Null>	NASHVILLE
1116 A 2ND AVE S	<Null>	<Null>	NASHVILLE
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P O BOX 40466			NASHVILLE
553 A MOORE AVE	<Null>	<Null>	NASHVILLE
533 B MOORE AVE			NASHVILLE
2317 CRUZEN ST			NASHVILLE
409 C MERRITT AVE	<Null>	<Null>	NASHVILLE
409 MERITT AVE UNIT D			NASHVILLE
513 3RD AVE S			NASHVILLE
P O BOX 158444			NASHVILLE
409 MERITT AVE UNIT B			NASHVILLE
513 3RD AVE S			NASHVILLE
1831 12TH AVE 257			NASHVILLE
1831 12TH AVE 257			NASHVILLE
2814 12TH AVE S			NASHVILLE
2814 12TH AVE S			NASHVILLE
512 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
6064 CENTRAL PIKE			MOUNT JULIET
516 SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
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6064 CENTRAL PIKE			MOUNT JULIET
6064 CENTRAL PIKE			MOUNT JULIET
1632 MARSHALL HOLLOW DR # 19	<Null>	<Null>	NASHVILLE
1630 MARSHALL HOLLOW DR			NASHVILLE
1628 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
241 DELLWOOD DR			SMYRNA
1624 MARSHALL HOLLOW DR # 23	<Null>	<Null>	NASHVILLE
1622 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
1620 MARSHALL HOLLOW DR #25			NASHVILLE
1618 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE

518 A SOUTHGATE AVE			NASHVILLE
518B SOUTHGATE AVE	<Null>	<Null>	NASHVILLE
520 SOUTHGATE AVE 29	<Null>	<Null>	NASHVILLE
6713 BETTS CT	<Null>	<Null>	COLLEGE GROVE
1619 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
1621 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
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1625 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
1627 MARSHALL HOLLOW DR	<Null>	<Null>	NASHVILLE
204 SOUTH 11TH STREET			NASHVILLE
616 A HAMILTON AVE	<Null>	<Null>	NASHVILLE
616 B HAMILTON AVE	<Null>	<Null>	NASHVILLE
1033 DEMONBREUN ST FL3			NASHVILLE
147 A RAINS AVE	<Null>	<Null>	NASHVILLE
147 B RAINS AVE	<Null>	<Null>	NASHVILLE
157 MT KENNEDY DR	<Null>	<Null>	MARTINEZ
1811 B MARTIN ST	<Null>	<Null>	NASHVILLE
130 A RAINS AVE	<Null>	<Null>	NASHVILLE
130 B RAINS AVE	<Null>	<Null>	NASHVILLE
2206 21ST AVE S STE 200			NASHVILLE
2407 8TH AVE S #513	<Null>	<Null>	NASHVILLE
1404 PILLOW ST # 101			NASHVILLE
1400 PILLOW ST 102	<Null>	<Null>	NASHVILLE
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1489A WOODMONT BLVD	<Null>	<Null>	NASHVILLE
104 NESTLEDOWN CROSSING			BELL BUCKLE
415 MERRITT ST	<Null>	<Null>	NASHVILLE
215 LYNNWOOD TER	<Null>	<Null>	NASHVILLE
1402 PILLOW ST # 101			NASHVILLE
411 MERRITT AVE #102	<Null>	<Null>	NASHVILLE
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154 FRANKLIN RD			BRENTWOOD
9086 OLD HARDING PIKE	<Null>	<Null>	FRANKLIN
2711 OAKLAND AVE			NASHVILLE
141 HUNT'S LINK			DRIPPING SPRINGS
103-507 BOWEN TRUNK RD	<Null>	<Null>	BOWEN ISLAND
125 LINDEN FARMS RD	<Null>	<Null>	LOCUST VALLEY
1310 SLADE CRT			FRANKLIN
1402 PILLOW ST # 207			NASHVILLE
411 MERRITT AVE #202	<Null>	<Null>	NASHVILLE
P. O. BOX 47918	<Null>	<Null>	CHICAGO
1414 SOUT TRACE			BIRMINGHAM
1402 PILLOW ST #307	<Null>	<Null>	NASHVILLE
274 ANATOLE LN			CLEVELAND
1402 PILLOW ST #305	<Null>	<Null>	NASHVILLE
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1402 PILLOW ST 303			NASHVILLE

1402 PILLOW ST # 401			NASHVILLE
1402 PILLOW ST 405			NASHVILLE
1512 FLINTRIDGE RD			AUSTIN
1402 PILLOW ST # 403	<Null>	<Null>	NASHVILLE
1402 PILLOW ST 402	<Null>	<Null>	NASHVILLE
1402 PILLOW ST # 201			NASHVILLE
1402 PILLOW ST # 301	<Null>	<Null>	NASHVILLE
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1309 B POLLOW ST	<Null>	<Null>	NASHVILLE
20 E HUBBARD AVE APT 413	<Null>	<Null>	COLUMBUS
32 GRAMERCY PARK S 17F			NEW YORK
6928 CAIRO BEND RD			LEBANON
102 BERGEN ST APT 1	<Null>	<Null>	BROOKLYN
2517 CRUZEN ST			NASHVILLE
600 12TH AVE S 1906	<Null>	<Null>	NASHVILLE
725 COOL SPRINGS BLVD #600	<Null>	<Null>	FRANKLIN
507 SOUTHGATE AVE			NASHVILLE
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4418 SALISBURY DR	<Null>	<Null>	CARLSBAD
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620 WHISPERWOOD CT			BOWLING GREEN
519 BRUNER PL	<Null>	<Null>	HINSDALE
924 A S DOUGLAS AVE			NASHVILLE
1608 MARSHALL HOLLOW DR 303			NASHVILLE
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1431 14TH AVE S	<Null>	<Null>	NASHVILLE
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1016A GLENDALE LN			NASHVILLE
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513 3RD AVE S			NASHVILLE
1700 CARVELL AVE	<Null>	<Null>	NASHVILLE
1702 CARVELL AVE			NASHVILLE
703 PENDRAGON CT			FRANKLIN
1906 GLEN ECHO RD 150962			NASHVILLE
929 GALE LN			NASHVILLE
514 B MOORE AVE	<Null>	<Null>	NASHVILLE
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929 GALE LN			NASHVILLE
423 MALLORY ST	<Null>	<Null>	NASHVILLE
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P O BOX 159342			NASHVILLE
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31 A PERKINS ST	<Null>	<Null>	NASHVILLE
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2839 SCENIC DR			CLARKSVILLE
10 A N HILL ST	<Null>	<Null>	NASHVILLE
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219 WILLIAMSBURG CIR			BRENTWOOD
P O BOX 40466			NASHVILLE
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639 E MAIN ST			HENDERSONVILLE
527 A MOORE AVE	<Null>	<Null>	NASHVILLE
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525 A MOORE AVE	<Null>	<Null>	NASHVILLE
525 B MOORE AVE	<Null>	<Null>	NASHVILLE
827 W MCKENNIE AVE			NASHVILLE
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P O BOX 306			FLAGSTAFF
2578 E LOCUST DR			CHANDLER
202 DEER RIDGE CT	<Null>	<Null>	BUTLER
3844 MT JULIET RD			HERMITAGE
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22B N HILL ST			NASHVILLE
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2441 OLD FORT PKWY STE Q472			MURFREESBORO
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149 B RAINS AVE	<Null>	<Null>	NASHVILLE

9919 MAXWELL LN	<Null>	<Null>	BRENTWOOD
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1800 MAIN ST			BLOOMSBURG
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7562 AUBREY RIDGE DR			FAIRVIEW
522 MOORE AVE	<Null>	<Null>	NASHVILLE
170 HAVERFORD DR	<Null>	<Null>	NASHVILLE
809 WINDSTONE BLVD			BRENTWOOD
809 WINDSTONE BLVD			BRENTWOOD
PO BOX 3641			BRENTWOOD
PO BOX 3641			BRENTWOOD
1205 LINCOLN RD STE 215			MIAMI BEACH
1205 LINCOLN RD STE 215			MIAMI BEACH
50 VANTAGE WAY STE 107			NASHVILLE
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43 TRIMBLE ST			NASHVILLE

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10511018400	0.17	1710 NEAL TER	1710
10503025300	0.11	1213 2ND AVE S	1213
09315032200	0.13	1016 2ND AVE S	1016
10507026300	0.24	521 HAMILTON AVE	521
10504001500	0.07	12 TRIMBLE ST	12
10511006000	0.17	1707 STEWART PL	1707
10507027500	0.24	137 RAINS AVE	137
10507027600	0.17	506 MOORE AVE	506
10507027700	0.18	508 MOORE AVE	508
10511016500	0.17	1807 NEAL TER	1807
10511008500	0.17	1710 STEWART PL	1710
10508004800	0.1	1302 1ST AVE S	1302
10511008300	0.17	1714 STEWART PL	1714
10503026200	0.09	1241 2ND AVE S	1241
10507036700	0.23	126 RAINS AVE	126
09315033500	0.23	1054 2ND AVE S	1054
09315030100	0.08	1029 2ND AVE S	1029
10511011800	0.17	1709 ALLISON PL	1709
10507026200	0.2	525 HAMILTON AVE	525
10503012300	0.22	1107 1ST AVE S	1107
10503008600	0.2	1109 2ND AVE S	1109
10504004300	0.18	18 N HILL ST	18
10507013000	0.23	1313 PILLOW ST	1313
10507013100	0.23	1315 PILLOW ST	1315
10511006700	0.17	1803 STEWART PL	1803
10503009200	0.16	1079 2ND AVE S	1079
10511005700	0.17	1701 STEWART PL	1701
10507015500	0.2	1315 LITTLE HAMILTON AVE	1315
10507025700	0.19	543 HAMILTON AVE	543
10503025000	0.11	1207 2ND AVE S	1207
10504020100	0.06	0 GARDEN ST	0
10511006900	0.17	1807 STEWART PL	1807
10507038100	0.11	414 MOORE AVE	414
10503025100	0.14	1209 2ND AVE S	1209
10511002900	0.21	153 RAINS AVE	153
10504003800	0.18	15 TRIMBLE ST	15
09315037000	0.04	54 WHARF AVE	54
10503030900	0.22	1241 1ST AVE S	1241
10504018900	0.16	1252 1ST AVE S	1252
09315029700	0.17	1045 2ND AVE S	1045
10511022400	2.17	2150 BYRUM AVE	2150
10503012900	0.61	1116 1ST AVE S	1116
10511007300	0.27	638 WEDGEWOOD AVE	638
10507022900	0.2	602 HAMILTON AVE	602

10503010800	0.17	1100 2ND AVE S	1100
10507042400	0.15	1277 2ND AVE S	1277
10511010300	0.18	1815 MARTIN ST	1815
10503025500	0.09	1217 2ND AVE S	1217
10504011200	0.1	31 N HILL ST	31
10503008100	0.46	1117 2ND AVE S	1117
10511010400	0.16	634 A WEDGEWOOD AVE	634
10511010500	0.18	630 A WEDGEWOOD AVE	630
10504002100	0.14	25 PERKINS ST	25
10503024900	0.11	1205 2ND AVE S	1205
10507027400	0.17	129 RAINS AVE	129
10504020200	0.09	29 GARDEN ST	29
10504009600	0.18	42 N HILL ST	42
09315032500	0.12	1022 2ND AVE S	1022
10503007900	0.13	1121 2ND AVE S	1121
10507021900	0.2	536 HAMILTON AVE	536
10507022300	0.2	544 HAMILTON AVE	544
10503029900	0.13	1217 1ST AVE S	1217
10507037400	0.17	140 RAINS AVE	140
10504010600	0.11	19 N HILL ST	19
10503011800	0.17	1120 2ND AVE S	1120
10503027900	0.21	1262 2ND AVE S	1262
10503030300	0.11	1227 1ST AVE S	1227
09315030600	0.18	1017 2ND AVE S	1017
10504021500	0.14	1258 1ST AVE S	1258
10507025200	0.2	555 HAMILTON AVE	555
10504001900	0.1	17 PERKINS ST	17
10504004900	0.05	59 LINCOLN ST	59
10511020400	0.17	152 RAINS AVE	152
09315032000	0.07	1012 2ND AVE S	1012
10507026100	0.4	533 HAMILTON AVE	533
10512000600	0.11	407 A MOORE AVE	407
10504001200	0.15	12 CLAIBORNE ST	12
10503013600	0.13	37 WHARF AVE	37
10511007400	0.17	1814 STEWART PL	1814
10507035000	0.17	511 MOORE AVE	511
10507036600	0.29	124 RAINS AVE	124
10507015900	0.2	1323 LITTLE HAMILTON AVE	1323
10503012700	0.26	1049 1ST AVE S	1049
10503014101	0.06	10 TRIMBLE ST	10
10507028200	0.05	0 MOORE AVE	0
10504018500	0.21	1259 1ST AVE S	1259
10503009500	0.09	1071 2ND AVE S	1071
10507030800	0.17	620 MOORE AVE	620
09315029800	0.12	1043 2ND AVE S	1043
09315029300	0.12	1057 2ND AVE S	1057
10507030700	0.17	618 A MOORE AVE	618

10504001000	0.15	16 CLAIBORNE ST	16
10507024100	0.38	619 HAMILTON AVE	619
10504010000	0.18	32 N HILL ST	32
10507029200	0.26	548 MOORE AVE	548
10511002300	0.34	510 SOUTHGATE AVE	510
10507030000	0.17	604 MOORE AVE	604
10504008700	0.07	54 TRIMBLE ST	54
10504010800	0.16	23 N HILL ST	23
10507016400	0.17	1308 LITTLE HAMILTON AVE	1308
10503027500	0.14	1267 2ND AVE S	1267
10507025800	0.4	539 HAMILTON AVE	539
10507029700	0.14	556 MOORE AVE	556
10511004300	0.17	434 WINGROVE ST	434
10511004400	0.17	432 WINGROVE ST	432
10511000400	0.17	616 SOUTHGATE AVE	616
10504012600	0.07	20 SHEPARD ST	20
10503025900	0.1	1235 2ND AVE S	1235
10511004000	0.17	440 WINGROVE ST	440
10511021800	0.17	2157 BYRUM AVE	2157
10503013100	0.1	45 WHARF AVE	45
10504015800	0.14	1252 THOMAS ST	1252
10504021200	0.15	14 HART ST	14
10511018800	0.17	1702 NEAL TER	1702
10511012900	0.17	1811 ALLISON PL	1811
10507014600	0.15	1302 A PILLOW ST	1302
10504013400	0.16	1240 1ST AVE S	1240
10511022100	0.17	2163 BYRUM AVE	2163
10504010100	0.18	30 N HILL ST	30
10511000200	0.17	620 SOUTHGATE AVE	620
10504013200	0.08	1236 1ST AVE S	1236
10511012600	0.17	1805 ALLISON PL	1805
10507022400	0.2	546 HAMILTON AVE	546
10511003900	0.18	442 WINGROVE ST	442
10504019500	0.12	11 GARDEN ST	11
10504018800	0.18	1265 1ST AVE S	1265
10503013900	0.26	25 WHARF AVE	25
10507026400	0.2	519 HAMILTON AVE	519
10511020000	0.21	162 RAINS AVE	162
10507024900	0.28	561 HAMILTON AVE	561
10504010700	0.11	21 N HILL ST	21
09315032700	0.27	1028 2ND AVE S	1028
10511022500	0.27	2152 BYRUM AVE	2152
10511011900	0.17	1711 ALLISON PL	1711
10504015700	0.06	1256 THOMAS ST	1256
10511000600	0.19	1613 MARTIN ST	1613
10507037100	0.48	136 RAINS AVE	136
10511018700	0.17	1704 NEAL TER	1704

10507027100	0.2	507 HAMILTON AVE	507
10507020600	0.2	508 HAMILTON AVE	508
10507021600	0.2	530 HAMILTON AVE	530
10508007600	0.08	9 HART ST	9
10507037300	0.17	138 RAINS AVE	138
09315029200	0.15	1059 2ND AVE S	1059
10507012900	0.23	1311 PILLOW ST	1311
10503013700	0.13	31 WHARF AVE	31
10503011400	0.12	1112 2ND AVE S	1112
10504001300	0.15	10 CLAIBORNE ST	10
09315034000	0.23	1031 1ST AVE S	1031
10511007000	0.17	1809 STEWART PL	1809
10504009800	0.18	36 N HILL ST	36
10507029300	0.26	550 MOORE AVE	550
10504019000	0.06	1 GARDEN ST	1
10503012400	0.15	1105 1ST AVE S	1105
10511000700	0.17	610 SOUTHGATE AVE	610
10507037000	0.23	430 MALLORY ST	430
10504013500	0.09	1248 1ST AVE S	1248
10504013600	0.07	0 JOHN ST	0
10507037500	0.17	0 RAINS AVE	0
10507016700	0.17	1302 LITTLE HAMILTON AVE	1302
10507016800	0.1	1300 LITTLE HAMILTON AVE	1300
10504018200	0.21	1253 1ST AVE S	1253
10507022100	0.2	540 HAMILTON AVE	540
09315037300	0.16	53 WHARF AVE	53
09315030500	0.12	1021 2ND AVE S	1021
10507014500	0.21	1302 B PILLOW ST	1302
09315030300	0.16	1025 2ND AVE S	1025
10511005300	0.16	419 MOORE AVE	419
10511005600	0.18	425 MOORE AVE	425
10507039200	0.16	419 MALLORY ST	419
10507037900	0.17	418 MOORE AVE	418
10511004500	0.71	430 WINGROVE ST	430
10511003300	0.16	200 RAINS AVE	200
10511011000	0.18	1810 MARTIN ST	1810
10511003800	0.17	444 WINGROVE ST	444
10511004900	0.12	407 B MOORE AVE	407
10511005000	0.12	409 MOORE AVE	409
10507039100	0.16	417 MALLORY ST	417
09315032100	0.12	1014 2ND AVE S	1014
10507038600	0.12	0 MOORE AVE	0
10508024400	0.07	408 MOORE AVE	408
10503030800	0.21	1239 1ST AVE S	1239
10511004700	0.12	426 WINGROVE ST	426
10511006200	0.17	1711 STEWART PL	1711
10504019700	0.1	15 GARDEN ST	15

10511007100	0.17	1811 STEWART PL	1811
10504010300	0.16	9 N HILL ST	9
10503032300	0.16	5 N HILL ST	5
10504016500	0.27	39 N HILL ST	39
10507021100	0.2	518 HAMILTON AVE	518
10507021200	0.2	520 HAMILTON AVE	520
10511005200	0.16	417 MOORE AVE	417
10504012700	0.07	18 SHEPARD ST	18
10511006100	0.17	1709 STEWART PL	1709
10511000900	0.17	606 SOUTHGATE AVE	606
10507034700	0.17	519 A MOORE AVE	519
10507031900	0.34	601 MOORE AVE	601
10507032000	0.17	601 MOORE AVE	601
10504011900	0.11	34 SHEPARD ST	34
10507038700	0.12	407 MALLORY ST	407
10507038800	0.12	409 MALLORY ST	409
10503009100	0.09	1101 2ND AVE S	1101
10504010200	0.11	7 N HILL ST	7
10503012500	0.27	1103 1ST AVE S	1103
10507037600	0.2	424 MOORE AVE	424
09315029500	0.1	1053 2ND AVE S	1053
10507024200	0.22	617 HAMILTON AVE	617
10511008400	0.17	1712 STEWART PL	1712
10503012800	0.22	1047 1ST AVE S	1047
09315029900	0.16	1033 2ND AVE S	1033
10511007600	0.17	1810 STEWART PL	1810
10511010700	0.18	1816 MARTIN ST	1816
10507012700	0.2	1307 PILLOW ST	1307
10511013800	0.17	1808 ALLISON PL	1808
10511016000	0.17	1717 NEAL TER	1717
10511018200	0.17	1714 NEAL TER	1714
10504014500	0.05	21 A SHEPARD ST	21
10504014600	0.11	21 SHEPARD ST	21
10503025200	0.11	1211 2ND AVE S	1211
10507025400	0.2	551 HAMILTON AVE	551
10503026600	0.14	1249 2ND AVE S	1249
10507019900	0.2	113 RAINS AVE	113
10507019300	0.34	1401 PILLOW ST	1401
10507022000	0.2	538 HAMILTON AVE	538
10511015900	0.17	1715 NEAL TER	1715
10511006800	0.17	1805 STEWART PL	1805
10504021000	0.14	22 HART ST	22
10503028000	0.23	1260 2ND AVE S	1260
10511013000	0.17	1813 ALLISON PL	1813
10504013900	0.34	1257 JOHN ST	1257
10512000700	0.13	418 WINGROVE ST	418
10507032200	0.6	0 MARTIN ST	0

10511014100	0.17	1800 ALLISON PL	1800
10511017000	0.21	1817 NEAL TER	1817
09315033900	0.22	1033 A 1ST AVE S	1033
10507020800	0.2	512 HAMILTON AVE	512
10507020900	0.2	514 HAMILTON AVE	514
10504013000	0.16	10 SHEPARD ST	10
10511008000	0.17	1802 STEWART PL	1802
10503026100	0.09	1239 2ND AVE S	1239
10507026000	0.2	535 HAMILTON AVE	535
10507014800	0.26	1301 LITTLE HAMILTON AVE	1301
10503027700	0.21	1266 2ND AVE S	1266
10503026500	0.07	1247 2ND AVE S	1247
10504016400	0.14	1238 THOMAS ST	1238
09315034500	0.13	1015 1ST AVE S	1015
09315034600	0.22	1013 1ST AVE S	1013
09315037500	0.13	49 WHARF AVE	49
10504001600	0.15	14 TRIMBLE ST	14
10504019100	0.06	3 GARDEN ST	3
10503014100	0.17	21 WHARF AVE	21
10507028500	0.17	532 MOORE AVE	532
10504015500	0.11	1266 THOMAS ST	1266
10511001000	0.34	604 SOUTHGATE AVE	604
09315031900	0.06	1010 2ND AVE S	1010
10507040000	0.23	414 MALLORY ST	414
10511010200	0.18	1813 MARTIN ST	1813
10504015000	0.1	20 GARDEN ST	20
10511020100	0.21	160 RAINS AVE	160
10504001400	0.27	2 CLAIBORNE ST	2
10511015100	0.15	1700 ALLISON PL	1700
10504011500	0.07	42 SHEPARD ST	42
10511014200	0.17	1718 ALLISON PL	1718
10511017100	0.23	1818 NEAL TER	1818
10507037800	0.17	420 MOORE AVE	420
10508005000	0.18	27 HART ST	27
10508005100	0.14	25 HART ST	25
10508004700	0.1	1304 1ST AVE S	1304
10504014400	0.05	19 SHEPARD ST	19
10503008800	0.19	1105 2ND AVE S	1105
10511008800	0.17	1704 STEWART PL	1704
10503026400	0.1	1245 2ND AVE S	1245
10504008300	0.05	54 HUBBARD ST	54
10504001100	0.15	14 CLAIBORNE ST	14
10507019200	0.23	1403 PILLOW ST	1403
10511008100	0.17	1800 STEWART PL	1800
10511002400	0.7	508 SOUTHGATE AVE	508
10507036300	0.23	118 RAINS AVE	118
10507023000	0.18	604 HAMILTON AVE	604

10511012000	0.17	1713 ALLISON PL	1713
10507029000	0.34	542 MOORE AVE	542
10507029100	0.17	546 MOORE AVE	546
10503012100	0.18	108 CHESTNUT ST	108
10504002000	0.12	21 PERKINS ST	21
10507036200	0.23	116 RAINS AVE	116
10504004000	0.15	12 N HILL ST	12
10511001600	0.99	526 SOUTHGATE AVE	526
10503013800	0.13	29 WHARF AVE	29
10507022500	0.2	548 HAMILTON AVE	548
10504012300	0.18	28 SHEPARD ST	28
10507025900	0.2	537 HAMILTON AVE	537
10507022700	1.3	1312 MARTIN ST	1312
10511003400	0.16	202 RAINS AVE	202
10511001200	0.34	600 SOUTHGATE AVE	600
09315029400	0.1	1055 2ND AVE S	1055
10507024500	0.19	611 HAMILTON AVE	611
10511021600	0.17	2153 BYRUM AVE	2153
10503030600	0.64	1233 1ST AVE S	1233
10511007800	0.17	1806 STEWART PL	1806
10507042500	0.19	1285 2ND AVE S	1285
10504021100	0.14	16 HART ST	16
10504019400	0.06	9 GARDEN ST	9
10507015000	0.2	1305 LITTLE HAMILTON AVE	1305
10503032600	0.1	1232 1ST AVE S	1232
10512000400	0.11	405 A MOORE AVE	405
10511001100	0.34	602 SOUTHGATE AVE	602
10511016200	0.17	1801 NEAL TER	1801
10511007200	0.34	1813 STEWART PL	1813
10507026600	0.2	515 HAMILTON AVE	515
10507026700	0.17	515 A HAMILTON AVE	515
09315033000	0.23	1036 2ND AVE S	1036
09315037600	0.21	1040 2ND AVE S	1040
10503031000	0.2	1243 1ST AVE S	1243
10511012400	0.17	1801 ALLISON PL	1801
10503014000	0.12	23 WHARF AVE	23
10503031001	0.18	1247 1ST AVE S	1247
10504010500	0.25	15 N HILL ST	15
10511010000	0.18	1809 MARTIN ST	1809
09315030700	0.11	1015 2ND AVE S	1015
10511015000	0.16	1702 ALLISON PL	1702
10511022900	0.19	2160 BYRUM AVE	2160
10507028300	0.23	528 MOORE AVE	528
10511016800	0.17	1813 NEAL TER	1813
10511014300	0.17	1716 ALLISON PL	1716
10503030000	0.21	1219 1ST AVE S	1219
10507022800	0.27	600 HAMILTON AVE	600

10511002500	0.32	506 SOUTHGATE AVE	506
10507032800	0.17	1608 MARTIN ST	1608
10507032500	0.17	1609 MARTIN ST	1609
09315034100	0.26	1029 1ST AVE S	1029
10504010900	0.15	25 N HILL ST	25
09315034700	0.22	1011 1ST AVE S	1011
10507039600	0.11	418 MALLORY ST	418
10507039700	0.11	420 MALLORY ST	420
10507021400	0.2	524 HAMILTON AVE	524
09315034200	0.26	1023 1ST AVE S	1023
09315037700	0.22	1025 1ST AVE S	1025
10511003700	0.2	446 WINGROVE ST	446
10511019400	0.31	1708 CARVELL AVE	1708
10511019500	0.2	1710 CARVELL AVE	1710
10507030400	0.17	612 MOORE AVE	612
10507027000	0.2	509 HAMILTON AVE	509
10511014000	0.17	1802 ALLISON PL	1802
10503008400	0.17	1113 2ND AVE S	1113
10507031800	0.17	607 MOORE AVE	607
10511021900	0.17	2159 BYRUM AVE	2159
10511007900	0.17	1804 STEWART PL	1804
10511015700	0.17	1711 NEAL TER	1711
10504020900	0.15	24 HART ST	24
10503025800	0.1	1233 2ND AVE S	1233
10503027300	0.14	1263 2ND AVE S	1263
10507048500	0.17	510 MOORE AVE	510
10511015300	0.17	1703 NEAL TER	1703
10504000800	0.15	18 PERKINS ST	18
10511004100	0.17	438 WINGROVE ST	438
10507031600	0.17	611 MOORE AVE	611
10507036400	0.23	120 RAINS AVE	120
10511008900	0.17	1702 STEWART PL	1702
10511018600	0.17	1706 NEAL TER	1706
10507030500	0.17	614 MOORE AVE	614
10507031700	0.17	609 MOORE AVE	609
10511006400	0.17	1715 STEWART PL	1715
10507026500	0.2	517 HAMILTON AVE	517
10507023100	0.2	606 HAMILTON AVE	606
10503007800	0.09	1123 2ND AVE S	1123
10511000800	0.17	608 SOUTHGATE AVE	608
10511006500	0.17	1717 STEWART PL	1717
10511012300	0.17	1719 ALLISON PL	1719
10511015600	0.17	1709 NEAL TER	1709
10504004400	0.18	20 N HILL ST	20
10503012200	0.36	1109 1ST AVE S	1109
10503026800	0.11	1253 2ND AVE S	1253
10503026700	0.14	1251 2ND AVE S	1251

10507027800	0.26	512 MOORE AVE	512
10504019800	0.1	17 GARDEN ST	17
10504000900	0.29	24 LINCOLN ST	24
10511006300	0.17	1713 STEWART PL	1713
10507028400	0.22	530 MOORE AVE	530
10511003500	0.16	204 RAINS AVE	204
10504016600	0.14	41 N HILL ST	41
10504015300	0.06	26 GARDEN ST	26
10511005500	0.18	423 MOORE AVE	423
10507016300	0.17	1310 LITTLE HAMILTON AVE	1310
10511014600	0.17	1710 ALLISON PL	1710
10511003600	0.13	206 RAINS AVE	206
10511004200	0.17	436 WINGROVE ST	436
10504014200	0.1	15 SHEPARD ST	15
10503032200	0.17	3 N HILL ST	3
10504012000	0.11	32 SHEPARD ST	32
10512000800	0.13	416 WINGROVE ST	416
09315030200	0.08	1027 2ND AVE S	1027
10511009100	0.24	603 A SOUTHGATE AVE	603
10503027400	0.12	1265 2ND AVE S	1265
10503027800	0.21	1264 2ND AVE S	1264
10504015600	0.14	1258 THOMAS ST	1258
10511022000	0.17	2161 BYRUM AVE	2161
10504004100	0.18	14 N HILL ST	14
10504015200	0.05	24 GARDEN ST	24
10504021400	0.16	1262 1ST AVE S	1262
10507016500	0.17	1306 LITTLE HAMILTON AVE	1306
10507037700	0.18	422 MOORE AVE	422
10503030700	0.21	1235 1ST AVE S	1235
10504000200	0.15	22 CLAIBORNE ST	22
10504013300	0.12	1238 1ST AVE S	1238
10511009300	0.26	1703 MARTIN ST	1703
10511012200	0.17	1717 ALLISON PL	1717
10511005100	0.17	415 MOORE AVE	415
10508000100	0.05	8 HART ST	8
10504018400	0.21	1257 1ST AVE S	1257
10503030200	0.15	1225 1ST AVE S	1225
10504008100	0.14	46 TRIMBLE ST	46
10511005800	0.17	1703 STEWART PL	1703
10511007500	0.17	1812 STEWART PL	1812
10504008200	0.13	52 TRIMBLE ST	52
10507039800	0.11	422 MALLORY ST	422
10511016700	0.17	1811 NEAL TER	1811
10507039500	0.11	424 MALLORY ST	424
10504007900	0.14	38 TRIMBLE ST	38
10507029500	0.17	554 MOORE AVE	554
10507030600	0.17	616 MOORE AVE	616

10503027000	0.11	1257 2ND AVE S	1257
10511009700	0.23	1711 MARTIN ST	1711
10511013100	0.17	1815 ALLISON PL	1815
09315033800	0.17	1062 2ND AVE S	1062
10511030200	0.22	1726 MARTIN ST	1726
10511030300	0.22	1722 MARTIN ST	1722
10511030400	0.2	1718 MARTIN ST	1718
10511030500	0.22	1714 MARTIN ST	1714
10511030600	0.2	1712 MARTIN ST	1712
10511030700	0.2	1708 MARTIN ST	1708
10503013500	0.14	39 WHARF AVE	39
10504019200	0.12	5 GARDEN ST	5
09315034300	0.17	1019 1ST AVE S	1019
10511017200	0.17	1816 NEAL TER	1816
10511016300	0.17	1803 NEAL TER	1803
10503027100	0.09	1259 2ND AVE S	1259
10507029400	0.17	552 MOORE AVE	552
10504002200	0.16	27 PERKINS ST	27
10507030200	0.17	608 MOORE AVE	608
10512000500	0.11	405 B MOORE AVE	405
09315032800	0.23	1030 2ND AVE S	1030
10503009300	0.1	1077 2ND AVE S	1077
10511009900	0.23	1807 MARTIN ST	1807
10504013700	0.1	1246 1ST AVE S	1246
10503011900	0.17	1122 2ND AVE S	1122
10503032400	0.13	1228 1ST AVE S	1228
10511000300	0.17	618 SOUTHGATE AVE	618
10504020800	0.14	36 HART ST	36
10507036800	0.23	128 RAINS AVE	128
10511016600	0.17	1809 NEAL TER	1809
10511020500	0.23	150 RAINS AVE	150
10511020600	0.23	148 RAINS AVE	148
10511020700	0.23	146 RAINS AVE	146
10511020800	0.23	144 RAINS AVE	144
10511020900	0.25	142 RAINS AVE	142
10511021000	0.25	2131 BYRUM AVE	2131
10511021100	0.23	2135 BYRUM AVE	2135
10511021200	0.23	2139 BYRUM AVE	2139
10511021300	0.23	2143 BYRUM AVE	2143
10511021400	0.23	2147 BYRUM AVE	2147
10504019900	0.12	19 GARDEN ST	19
09315031800	0.05	1008 2ND AVE S	1008
10507015200	0.2	1309 LITTLE HAMILTON AVE	1309
10511021500	0.17	2151 BYRUM AVE	2151
10511009800	0.23	1805 MARTIN ST	1805
10504014700	0.45	33 SHEPARD ST	33
10507029600	0.25	1500 MARTIN ST	1500

10511010900	0.18	1812 MARTIN ST	1812
10508004900	0.1	1300 1ST AVE S	1300
10511012500	0.17	1803 ALLISON PL	1803
10511009400	0.23	1705 MARTIN ST	1705
10511000500	0.13	614 SOUTHGATE AVE	614
10511013200	0.26	1821 ALLISON PL	1821
10504014701	0.34	37 SHEPARD ST	37
10504014800	0.37	12 GARDEN ST	12
10504015900	0.12	1248 THOMAS ST	1248
10503008900	0.08	1103 2ND AVE S	1103
10511009600	0.23	1709 MARTIN ST	1709
10508007700	0.06	1300 2ND AVE S	1300
09315037400	0.13	51 WHARF AVE	51
10503027200	0.09	1261 2ND AVE S	1261
09315032300	0.12	1020 2ND AVE S	1020
10503025600	0.05	1217 B 2ND AVE S	1217
10504019300	0.06	7 GARDEN ST	7
09315029600	0.16	1051 2ND AVE S	1051
10511014900	0.17	1704 ALLISON PL	1704
10511011300	0.24	525 SOUTHGATE AVE	525
10504011800	0.05	36 SHEPARD ST	36
10511015800	0.17	1713 NEAL TER	1713
10507028000	0.36	518 MOORE AVE	518
09315029100	0.1	1061 2ND AVE S	1061
10507023800	0.2	620 HAMILTON AVE	620
10503010900	0.17	1102 2ND AVE S	1102
10507015600	0.2	1317 LITTLE HAMILTON AVE	1317
10511013500	0.17	1814 ALLISON PL	1814
10507016600	0.17	1304 LITTLE HAMILTON AVE	1304
10508023900	0.2	405 MALLORY ST	405
10504018300	0.21	1255 1ST AVE S	1255
10511019900	0.18	164 RAINS AVE	164
10511002600	0.34	504 SOUTHGATE AVE	504
10503025400	0.11	1215 2ND AVE S	1215
10504009700	0.18	38 N HILL ST	38
10511013600	0.17	1812 ALLISON PL	1812
10511016100	0.17	1719 NEAL TER	1719
10507032600	0.14	1611 MARTIN ST	1611
09315034400	0.16	1017 1ST AVE S	1017
09315033300	0.17	1050 2ND AVE S	1050
10504018100	0.21	1251 1ST AVE S	1251
10511016400	0.17	1805 NEAL TER	1805
10503032500	0.2	1230 1ST AVE S	1230
10511011200	0.17	1806 MARTIN ST	1806
10503030100	0.31	1223 1ST AVE S	1223
10511010800	0.18	1814 MARTIN ST	1814
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10504039000	0.22	29 TRIMBLE ST	29
09315038300	0.22	1041 1ST AVE S	1041
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09315038500	0.22	1037 1ST AVE S	1037
09315038600	0.22	1035 1ST AVE S	1035
10507049800	0.17	517 MOORE AVE	517
10507049900	0.17	529 MOORE AVE	529
10511031100	0.17	521 SOUTHGATE AVE	521
10503034100	0.22	1111 1ST AVE S	1111
10503034200	0.22	1113 1ST AVE S	1113
10503034300	0.17	1115 1ST AVE S	1115
10503034400	0.17	1117 1ST AVE S	1117
10503034500	0.17	1119 1ST AVE S	1119
10507050000	0.17	131 RAINS AVE	131
10507050100	0.15	135 RAINS AVE	135
10507050200	0.16	133 RAINS AVE	133
10511031200	5.21	161 RAINS AVE	161
10504039500	0.05	40 SHEPARD ST	40
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10507050400	0.17	540 C MOORE AVE	540
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105030B90000CO	0.14	1074 C 2ND AVE S	1074
105030C00100CO	0	1078 A 2ND AVE S	1078
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105070B00100CO	<Null>	615 B HAMILTON AVE	615
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105070E00100CO	<Null>	1312 A PILLOW ST	1312
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105070J90000CO	0.17	621 C MOORE AVE	621
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105040C00100CO	<Null>	13 A N HILL ST	13
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105040C90000CO	0.16	13 C N HILL ST	13
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105072C00200CO	<Null>	1321 B LITTLE HAMILTON AVE	1321
105072C90000CO	0.2	1321 C LITTLE HAMILTON AVE	1321
105072F00100CO	<Null>	1311 A LITTLE HAMILTON AVE	1311
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105072D00100CO	<Null>	1319 A LITTLE HAMILTON AVE	1319
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105040D00100CO	<Null>	20 A CLAIBORNE ST	20
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105040E00100CO	<Null>	18 CLAIBORNE ST	18
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105040E90000CO	0.15	18 C CLAIBORNE ST	18
105110V00100CO	<Null>	1708 A ALLISON PL	1708
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105110V90000CO	0.17	1708 C ALLISON PL	1708
105110Y00100CO	0	1706 A ALLISON PL	1706
105110Y00200CO	0	1706 B ALLISON PL	1706
105110Y90000CO	0.17	1706 C ALLISON PL	1706
105110U00100CO	<Null>	1706 MARTIN ST	1706
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105110U90000CO	0.2	1706 B MARTIN ST	1706
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105110T90000CO	0.17	1809 C ALLISON PL	1809
105110X00100CO	<Null>	519 A SOUTHGATE AVE	519
105110X00200CO	<Null>	519 B SOUTHGATE AVE	519
105110X90000CO	0.17	519 C SOUTHGATE AVE	519
105073D00100CO	<Null>	531 A MOORE AVE	531
105073D00200CO	<Null>	531 B MOORE AVE	531
105073D90000CO	0.17	531 C MOORE AVE	531
105110W00100CO	<Null>	1708 A NEAL TER	1708
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105110W90000CO	0.17	1708 C NEAL TER	1708
105110Z00100CO	0	1810 A ALLISON PL	1810
105110Z00200CO	0	1810 B ALLISON PL	1810
105110Z90000CO	0.17	1810 C ALLISON PL	1810
105114A00100CO	<Null>	2162 BYRUM AVE	2162
105114A00200CO	<Null>	2164 BYRUM AVE	2164
105114A90000CO	0.28	2162 B BYRUM AVE	2162
105114B00100CO	<Null>	2166 BYRUM AVE	2166
105114B00200CO	<Null>	2168 BYRUM AVE	2168
105114B90000CO	0.29	2164 B BYRUM AVE	2164
105114D00100CO	<Null>	2158 A BYRUM AVE	2158
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105114D90000CO	0.25	2158 C BYRUM AVE	2158
105072G00100CO	0	1270 2ND AVE S #1	1270
105072G00200CO	0	1270 2ND AVE S #2	1270
105072G00300CO	0	1270 2ND AVE S #3	1270
105072G00400CO	0	1270 2ND AVE S #4	1270
105072G00500CO	0	1270 2ND AVE S #5	1270
105072G00600CO	0	1270 2ND AVE S #6	1270
105072G00700CO	0	2 HART ST #3	2
105072G00800CO	0	2 HART ST #4	2
105072G00900CO	0	2 HART ST #5	2

105072G01000CO	0	2 HART ST #6	2
105072G01100CO	0	2 HART ST #1	2
105072G01200CO	0	2 HART ST #2	2
105072G01300CO	0	2 HART ST #7	2
105072G01400CO	0	2 HART ST #8	2
105072G01500CO	0	2 HART ST #10	2
105072G01600CO	0	2 HART ST #9	2
105072G90000CO	0.64	2 B HART ST	2
105113B00100CO	0	1818 ALLISON PL	1818
105113B00200CO	0	600 WEDGEWOOD AVE	600
105113B90000CO	0.2	600 B WEDGEWOOD AVE	600
105111A00100CO	0	1712 A NEAL TER	1712
105111A00200CO	0	1712 B NEAL TER	1712
105111A90000CO	0.17	1712 C NEAL TER	1712
105112A00100CO	0	2155 A BYRUM AVE	2155
105112A00200CO	0	2155 B BYRUM AVE	2155
105112A90000CO	0.17	2155 C BYRUM AVE	2155
105073F00100CO	<Null>	549 A HAMILTON AVE	549
105073F00200CO	<Null>	549 B HAMILTON AVE	549
105073F90000CO	0.2	549 C HAMILTON AVE	549
105073E00100CO	<Null>	618 A HAMILTON AVE	618
105073E00200CO	<Null>	618 B HAMILTON AVE	618
105073E90000CO	0.2	618 C HAMILTON AVE	618
105073H00100CO	<Null>	600 MOORE AVE	600
105073H00200CO	<Null>	1501 MARTIN ST	1501
105073H90000CO	0.17	1501 B MARTIN ST	1501
105074H00100CO	0	117 A RAINS AVE	117
105074H00200CO	0	117 B RAINS AVE	117
105074H90000CO	0.2	117 C RAINS AVE	117
105074G00100CO	0	119 A RAINS AVE	119
105074G00200CO	0	119 B RAINS AVE	119
105074G90000CO	0.17	119 C RAINS AVE	119
105111B00100CO	<Null>	509 B SOUTHGATE AVE	509
105111B00200CO	<Null>	509 A SOUTHGATE AVE	509
105111C90000CO	0.23	1707 C MARTIN ST	1707
105111D90000CO	0.17	1718 B STEWART PL	1718
105073I90000CO	0.18	608 C HAMILTON AVE	608
105111E90000CO	0.17	624 B SOUTHGATE AVE	624
105074J90000CO	0.2	510 C HAMILTON AVE	510
105073J90000CO	0.2	553 C HAMILTON AVE	553
105030M90000CO	0.2	1231 B 2ND AVE S	1231
105111F90000CO	0.17	1708 C STEWART PL	1708
105111G90000CO	0.17	1706 C STEWART PL	1706
105040G90000CO	0.14	1242 C THOMAS ST	1242
105073L90000CO	0.2	534 C HAMILTON AVE	534
105073M90000CO	0.17	613 C MOORE AVE	613
105073N90000CO	0.17	610 C MOORE AVE	610

105040H90000CO	0.16	11 C N HILL ST	11
105030N90000CO	0.13	47 C WHARF AVE	47
105040I90000CO	0.16	26 B N HILL ST	26
105112B90000CO	0.18	421 C MOORE AVE	421
105074K90000CO	0.2	511 C HAMILTON AVE	511
105111H90000CO	0.17	1712 C ALLISON PL	1712
105111I90000CO	0.17	1714 C ALLISON PL	1714
105112D90000CO	1.21	1608 B MARSHALL HOLLOW DR	1608
105112C90000CO	0.21	147 C RAINS AVE	147
105111J90000CO	0.18	1811 C MARTIN ST	1811
105074N90000CO	0.23	130 C RAINS AVE	130
105074P90000CO	0.2	532 C HAMILTON AVE	532
105073Q90000CO	0.2	559 C HAMILTON AVE	559
105072H90000CO	0.23	1309 C PILLOW ST	1309
105074Q90000CO	0.17	521 C MOORE AVE	521
105074S90000CO	0.17	515 C MOORE AVE	515
105112E90000CO	0.26	2156 C BYRUM AVE	2156
105073R90000CO	0.17	533 C MOORE AVE	533
105111K90000CO	0.17	1806 C ALLISON PL	1806
105072I90000CO	0.23	1317 C PILLOW ST	1317
105112F90000CO	0.23	1702 B CARVELL AVE	1702
093150E90000CO	0.17	1052 C 2ND AVE S	1052
105074T90000CO	0.16	514 C MOORE AVE	514
10503035600	0.1	1237 2ND AVE S	1237
105112G90000CO	0.22	2154 C BYRUM AVE	2154
105072K90000CO	0.21	1304 C PILLOW ST	1304
105073T90000CO	0.19	613 C HAMILTON AVE	613
105073U90000CO	0.61	603 D HAMILTON AVE	603
105040K90000CO	0.18	16 C N HILL ST	16
105112H90000CO	0.21	151 C RAINS AVE	151
105111L90000CO	0.15	1704 C CARVELL AVE	1704
105074W90000CO	0.17	527 C MOORE AVE	527
105074X90000CO	0.17	525 C MOORE AVE	525
105040L90000CO	0.12	1240 C THOMAS ST	1240
105040N90000CO	0.18	24 C N HILL ST	24
105040M90000CO	0.18	22 C N HILL ST	22
105111N90000CO	0.18	1808 C MARTIN ST	1808
105112I90000CO	0.21	149 C RAINS AVE	149
105040P90000CO	0.17	1255 B JOHN ST	1255
105073V90000CO	0.17	1605 C MARTIN ST	1605
105074Y90000CO	0.26	522 C MOORE AVE	522
10511032400	0.17	0 SOUTHGATE AVE	0
105113F90000CO	0.17	1812 C NEAL TER	1812
105113G90000CO	0.17	1814 C NEAL TER	1814
105040Q90000CO	0.12	1246 B THOMAS ST	1246
105030T90000CO	0.1	43 C WHARF AVE	43
105030V90000CO	0.51	1242 B 2ND AVE S	1242

105111090000CO	0.34	542 B SOUTHGATE AVE	542
105074Z90000CO	0.2	516 C HAMILTON AVE	516
105111P90000CO	0.18	613 B SOUTHGATE AVE	613
105073W90000CO	0.17	617 C MOORE AVE	617
105073X90000CO	0.17	615 C MOORE AVE	615
105040R90000CO	0.12	40 B HUBBARD ST	40
105073Y90000CO	0.17	416 C MOORE AVE	416
105113K90000CO	0.2	1816 C ALLISON PL	1816
105040S90000CO	0.14	24 B SHEPARD ST	24
105073Z90000CO	0.17	1607 C MARTIN ST	1607
105072L90000CO	0.2	1303 C LITTLE HAMILTON AVE	1303
105072M90000CO	0.17	1606 C MARTIN ST	1606
105040T90000CO	0.15	27 B N HILL ST	27
105040U90000CO	0.16	12 B SHEPARD ST	12
10504006900	0.13	35 PERKINS ST	35
10504007000	0.14	41 PERKINS ST	41
10504007700	0.07	0 HUBBARD ST	0
10507027200	0.06	0 HAMILTON AVE	0
10504002600	0.23	26 TRIMBLE ST	26
10507033000	0.21	565 MOORE AVE	565
10504002700	0.2	24 TRIMBLE ST	24
10503011300	0.13	1110 2ND AVE S	1110
10504009100	0.18	37 TRIMBLE ST	37
10504003100	0.1	1 CLAIBORNE ST	1
10504007200	0.13	45 PERKINS ST	45
10503031900	0.29	1208 1ST AVE S	1208
10507034200	0.17	535 MOORE AVE	535
10504009200	0.18	39 TRIMBLE ST	39
10504003500	0.15	21 TRIMBLE ST	21
10503031600	0.15	11 TRIMBLE ST	11
10507034000	0.17	539 MOORE AVE	539
10503011200	0.15	1108 2ND AVE S	1108
10504003700	0.13	17 TRIMBLE ST	17
10503011700	0.23	1118 2ND AVE S	1118
10504007300	0.27	49 PERKINS ST	49
10504000700	0.09	14 PERKINS ST	14
10504003000	0.1	3 CLAIBORNE ST	3
10507033300	0.17	557 MOORE AVE	557
10507048300	0.3	407 MERRITT AVE	407
10507048400	0.69	405 MERRITT AVE	405
10503031200	0.11	1206 1ST AVE S	1206
10507033100	0.17	563 MOORE AVE	563
10504009000	0.18	35 TRIMBLE ST	35
10507039300	0.17	421 MALLORY ST	421
10503031500	0.18	9 TRIMBLE ST	9
10504002900	0.12	5 CLAIBORNE ST	5
10504008900	0.16	54 LINCOLN ST	54

10507023300	0.2	610 HAMILTON AVE	610
10507021300	0.2	522 HAMILTON AVE	522
10504003300	0.18	25 TRIMBLE ST	25
10503028800	0.14	1232 2ND AVE S	1232
10507039900	0.23	416 MALLORY ST	416
10507033600	0.17	551 MOORE AVE	551
10511018100	0.17	1716 NEAL TER	1716
10507034100	0.17	537 MOORE AVE	537
10511017800	0.17	1804 NEAL TER	1804
10504008800	0.13	33 TRIMBLE ST	33
10507033800	0.17	547 MOORE AVE	547
10504011100	0.05	0 N HILL ST	0
10507033400	0.17	555 MOORE AVE	555
10503029200	0.21	1220 2ND AVE S	1220
10503031300	0.18	5 TRIMBLE ST	5
10503032000	0.14	1212 1ST AVE S	1212
10503032100	0.13	1214 1ST AVE S	1214
09315033100	0.35	1042 2ND AVE S	1042
10504002800	0.11	9 CLAIBORNE ST	9
10511017700	0.18	1806 NEAL TER	1806
10504003400	0.13	23 TRIMBLE ST	23
10504003900	0.18	13 TRIMBLE ST	13
10511018000	0.17	1718 NEAL TER	1718
10504003200	0.18	27 TRIMBLE ST	27
10503029000	0.26	1228 2ND AVE S	1228
10503031400	0.18	7 TRIMBLE ST	7
10503031100	0.41	1200 1ST AVE S	1200
10507023500	0.2	614 HAMILTON AVE	614
10511017900	0.17	1722 NEAL TER	1722
10504007100	0.06	43 PERKINS ST	43
10507039000	0.11	415 MALLORY ST	415
10511017600	0.17	1808 NEAL TER	1808
10507023400	0.2	612 HAMILTON AVE	612
10503028900	0.34	1230 2ND AVE S	1230
10503031800	0.18	8 N HILL ST	8
10503029500	4.13	1200 2ND AVE S	1200
10507049000	0.17	543 A MOORE AVE	543
10507050700	0.17	561 MOORE AVE	561
10507050800	0.17	559 MOORE AVE	559
105070C90000CO	0.2	526 B HAMILTON AVE	526
105070Y90000CO	0.17	125 B RAINS AVE	125
105030K00100CO	<Null>	1240 2ND AVE S 1	1240
105030K00200CO	<Null>	1240 2ND AVE S 2	1240
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105030K01600CO	<Null>	1240 2ND AVE S 16	1240
105030K90000CO	0.79	1240 B 2ND AVE S	1240
105111B90000CO	0.17	509 C SOUTHGATE AVE	509
105111C00100CO	0	1707 A MARTIN ST	1707
105111C00200CO	0	1707 B MARTIN ST	1707
105111D00100CO	0	1716 STEWART PL	1716
105111D00200CO	0	1718 STEWART PL	1718
105074I00100CO	0	115 A RAINS AVE	115
105074I00200CO	0	115 B RAINS AVE	115
105074I90000CO	0.2	115 C RAINS AVE	115
105073I00100CO	0	608 A HAMILTON AVE	608
105073I00200CO	0	608 B HAMILTON AVE	608
105111E00100CO	0	624 SOUTHGATE AVE	624
105111E00200CO	0	622 SOUTHGATE AVE	622
105074J00100CO	0	510 A HAMILTON AVE	510
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093150D00100CO	<Null>	1044 A 2ND AVE S	1044
093150D00200CO	<Null>	1044 B 2ND AVE S	1044
093150D90000CO	0.16	1044 C 2ND AVE S	1044
105073J00100CO	0	553 A HAMILTON AVE	553
105073J00200CO	0	553 B HAMILTON AVE	553
105030M00100CO	0	1229 2ND AVE S	1229
105030M00200CO	0	1231 2ND AVE S	1231
105111F00100CO	<Null>	1708 A STEWART PL	1708
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105111G00100CO	<Null>	1706 A STEWART PL	1706
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105073K00100CO	<Null>	545 A MOORE AVE	545
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105073K90000CO	0.17	545 C MOORE AVE	545
105040F00100CO	0	34 A N HILL ST	34
105040F00200CO	0	34 B N HILL ST	34
105040F90000CO	0.18	34 C N HILL ST	34
10507052700	0.19	545 HAMILTON AVE	545
105040G00100CO	0	1242 A THOMAS ST	1242
105040G00200CO	0	1242 B THOMAS ST	1242
105073L00100CO	0	534 A HAMILTON AVE	534
105073L00200CO	0	534 B HAMILTON AVE	534

105073M00100CO	0	613 A MOORE AVE	613
105073M00200CO	0	613 B MOORE AVE	613
105073N00100CO	0	610 A MOORE AVE	610
105073N00200CO	0	610 B MOORE AVE	610
105040H00100CO	0	11 A N HILL ST	11
105040H00200CO	0	11 B N HILL ST	11
105030N00100CO	0	47 A WHARF AVE	47
105030N00200CO	0	47 B WHARF AVE	47
105040I00100CO	0	26 N HILL ST	26
105040I00200CO	0	28 N HILL ST	28
105112B00100CO	0	421 A MOORE AVE	421
105112B00200CO	0	421 B MOORE AVE	421
105074K00100CO	0	511 A HAMILTON AVE	511
105074K00200CO	0	511 B HAMILTON AVE	511
105030O00100CO	<Null>	1114 A 2ND AVE S	1114
105030O00200CO	<Null>	1114 B 2ND AVE S	1114
105030O00300CO	<Null>	1116 A 2ND AVE S	1116
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105030O90000CO	0.15	1116 C 2ND AVE S	1116
105073O00100CO	<Null>	553 A MOORE AVE	553
105073O00200CO	<Null>	553 B MOORE AVE	553
105073O90000CO	0.17	553 C MOORE AVE	553
105074L00100CO	0	409 C MERRITT AVE	409
105074L00200CO	0	409 D MERRITT AVE	409
105074L90000CO	0.15	409 F MERRITT AVE	409
105074M00100CO	0	409 A MERRITT AVE	409
105074M00200CO	0	409 B MERRITT AVE	409
105074M90000CO	0.15	409 E MERRITT AVE	409
105111H00100CO	0	1712 A ALLISON PL	1712
105111H00200CO	0	1712 B ALLISON PL	1712
105111I00100CO	0	1714 A ALLISON PL	1714
105111I00200CO	0	1714 B ALLISON PL	1714
105112D00100CO	0	512 SOUTHGATE AVE	512
105112D00200CO	0	514 SOUTHGATE AVE	514
105112D00300CO	0	516 SOUTHGATE AVE	516
105112D00400CO	0	1616 MARSHALL HOLLOW DR	1616
105112D00500CO	0	1614 MARSHALL HOLLOW DR	1614
105112D00600CO	0	1612 MARSHALL HOLLOW DR	1612
105112D00700CO	0	1610 MARSHALL HOLLOW DR	1610
105112D01900CO	0	1632 MARSHALL HOLLOW DR	1632
105112D02000CO	0	1630 MARSHALL HOLLOW DR	1630
105112D02100CO	0	1628 MARSHALL HOLLOW DR	1628
105112D02200CO	0	1626 MARSHALL HOLLOW DR	1626
105112D02300CO	0	1624 MARSHALL HOLLOW DR	1624
105112D02400CO	0	1622 MARSHALL HOLLOW DR	1622
105112D02500CO	0	1620 MARSHALL HOLLOW DR	1620
105112D02600CO	0	1618 MARSHALL HOLLOW DR	1618

105112D02700CO	0	518 A SOUTHGATE AVE	518
105112D02800CO	0	518 B SOUTHGATE AVE	518
105112D02900CO	0	520 SOUTHGATE AVE	520
105112D04100CO	0	1611 MARSHALL HOLLOW DR	1611
105112D04200CO	0	1619 MARSHALL HOLLOW DR	1619
105112D04300CO	0	1621 MARSHALL HOLLOW DR	1621
105112D04400CO	0	1623 MARSHALL HOLLOW DR	1623
105112D04500CO	0	1625 MARSHALL HOLLOW DR	1625
105112D04600CO	0	1627 MARSHALL HOLLOW DR	1627
105112D90100CO	0.76	1609 B MARSHALL HOLLOW DR	1609
105073P00100CO	<Null>	616 A HAMILTON AVE	616
105073P00200CO	<Null>	616 B HAMILTON AVE	616
105073P90000CO	0.2	616 C HAMILTON AVE	616
105112C00100CO	<Null>	147 A RAINS AVE	147
105112C00200CO	<Null>	147 B RAINS AVE	147
105111J00100CO	0	1811 A MARTIN ST	1811
105111J00200CO	0	1811 B MARTIN ST	1811
105074N00100CO	0	130 A RAINS AVE	130
105074N00200CO	0	130 B RAINS AVE	130
105074O90000CO	0.98	1400 B PILLOW ST	1400
105074O10100CO	<Null>	1404 PILLOW ST #102	1404
105074O10200CO	<Null>	1404 PILLOW ST #101	1404
105074O10300CO	<Null>	1400 PILLOW ST #102	1400
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105074O10500CO	<Null>	419 MERRITT AVE	419
105074O10600CO	<Null>	417 MERRITT AVE	417
105074O10700CO	<Null>	415 MERRITT AVE	415
105074O10800CO	<Null>	413 MERRITT AVE	413
105074O10900CO	<Null>	1402 PILLOW ST #101	1402
105074O11000CO	<Null>	411 MERRITT AVE #102	411
105074O11100CO	<Null>	411 MERRITT AVE #101	411
105074O20100CO	<Null>	1404 PILLOW ST #202	1404
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105074O20400CO	<Null>	1402 PILLOW ST #202	1402
105074O20500CO	<Null>	1402 PILLOW ST #203	1402
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105074O20700CO	<Null>	1402 PILLOW ST #205	1402
105074O20800CO	<Null>	1402 PILLOW ST #206	1402
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105074O21100CO	<Null>	411 MERRITT AVE #201	411
105074O30400CO	<Null>	1402 PILLOW ST #302	1402
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105074O30700CO	<Null>	1402 PILLOW ST #305	1402
105074O30600CO	<Null>	1402 PILLOW ST #304	1402
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105074O20300CO	<Null>	1402 PILLOW ST #201	1402
105074O30300CO	<Null>	1402 PILLOW ST #301	1402
105074P00100CO	0	532 A HAMILTON AVE	532
105074P00200CO	0	532 B HAMILTON AVE	532
105073Q00100CO	0	559 A HAMILTON AVE	559
105073Q00200CO	0	559 B HAMILTON AVE	559
105072H00100CO	<Null>	1309 A PILLOW ST	1309
105072H00200CO	<Null>	1309 B PILLOW ST	1309
105074Q00100CO	0	521 A MOORE AVE	521
105074Q00200CO	0	521 B MOORE AVE	521
105074R00100CO	<Null>	523 A MOORE AVE	523
105074R00200CO	<Null>	523 B MOORE AVE	523
105074R90000CO	0.17	523 C MOORE AVE	523
105112D03100CO	0	1608 MARSHALL HOLLOW DR #101	1608
105112D03200CO	0	1608 MARSHALL HOLLOW DR #102	1608
105112D03300CO	0	1608 MARSHALL HOLLOW DR #103	1608
105112D03400CO	0	1608 MARSHALL HOLLOW DR #104	1608
105112D03500CO	0	1608 MARSHALL HOLLOW DR #201	1608
105112D03600CO	0	1608 MARSHALL HOLLOW DR #202	1608
105112D03700CO	0	1608 MARSHALL HOLLOW DR #203	1608
105112D03800CO	0	1608 MARSHALL HOLLOW DR #204	1608
105112D03900CO	0	1608 MARSHALL HOLLOW DR #301	1608
105112D04000CO	0	1608 MARSHALL HOLLOW DR #302	1608
105112D04700CO	0	1608 MARSHALL HOLLOW DR #303	1608
105112D04800CO	0	1609 MARSHALL HOLLOW DR #101	1609
105112D04900CO	0	1609 MARSHALL HOLLOW DR #102	1609
105112D05000CO	0	1609 MARSHALL HOLLOW DR #103	1609
105112D05100CO	0	1609 MARSHALL HOLLOW DR #104	1609
105112D05200CO	0	1609 MARSHALL HOLLOW DR #201	1609
105112D05300CO	0	1609 MARSHALL HOLLOW DR #202	1609
105112D05400CO	0	1609 MARSHALL HOLLOW DR #203	1609
105112D05500CO	0	1609 MARSHALL HOLLOW DR #204	1609
105112D05600CO	0	1609 MARSHALL HOLLOW DR #301	1609
105112D05700CO	0	1609 MARSHALL HOLLOW DR #302	1609
105112D05800CO	0	1609 MARSHALL HOLLOW DR #303	1609
105074S00100CO	0	515 A MOORE AVE	515
105074S00200CO	0	515 B MOORE AVE	515
105030P00100CO	<Null>	1224 2ND AVE S #102	1224
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105030P00600CO	<Null>	1224 2ND AVE S #302	1224
105030P90000CO	0.21	1224 B 2ND AVE S	1224
105112E00100CO	<Null>	2156 A BYRUM AVE	2156
105112E00200CO	<Null>	2156 B BYRUM AVE	2156
105073R00100CO	0	533 A MOORE AVE	533
105073R00200CO	0	533 B MOORE AVE	533
105111K00100CO	0	1806 A ALLISON PL	1806
105111K00200CO	0	1806 B ALLISON PL	1806
105072I00100CO	0	1317 A PILLOW ST	1317
105072I00200CO	0	1317 B PILLOW ST	1317
105073S00100CO	0	549 A MOORE AVE	549
105073S00200CO	0	549 B MOORE AVE	549
105073S90000CO	0.17	549 C MOORE AVE	549
105112F00100CO	0	1700 CARVELL AVE	1700
105112F00200CO	0	1702 CARVELL AVE	1702
093150E00100CO	0	1052 A 2ND AVE S	1052
093150E00200CO	0	1052 B 2ND AVE S	1052
105074T00100CO	0	514 A MOORE AVE	514
105074T00200CO	0	514 B MOORE AVE	514
105074U00100CO	0	516 A MOORE AVE	516
105074U00200CO	0	516 B MOORE AVE	516
105074U90000CO	0.16	516 C MOORE AVE	516
105074V00100CO	<Null>	423 MALLORY ST	423
105074V00200CO	<Null>	425 MALLORY ST	425
105074V90000CO	0.17	425 B MALLORY ST	425
105112G00100CO	0	2154 A BYRUM AVE	2154
105112G00200CO	0	2154 B BYRUM AVE	2154
105040J00100CO	0	31 PERKINS ST	31
105040J00200CO	0	29 HUBBARD ST	29
105040J90000CO	0.29	29 B HUBBARD ST	29
105030Q00100CO	0	10 B N HILL ST	10
105030Q00200CO	0	10 A N HILL ST	10
105030Q90000CO	0.18	10 C N HILL ST	10
105030O90100CO	0.15	0 2ND AVE S	0
105072K00100CO	<Null>	1304 A PILLOW ST	1304
105072K00200CO	<Null>	1304 B PILLOW ST	1304
105073T00100CO	0	613 A HAMILTON AVE	613
105073T00200CO	0	613 B HAMILTON AVE	613
105073U00100CO	0	605 C HAMILTON AVE	605
105073U00200CO	0	605 B HAMILTON AVE	605
105073U00300CO	0	605 A HAMILTON AVE	605
105073U00400CO	0	603 C HAMILTON AVE	603
105073U00500CO	0	603 B HAMILTON AVE	603
105073U00600CO	0	603 A HAMILTON AVE	603
105073U02500CO	0	1405 A MARTIN ST	1405
105073U02600CO	0	1405 B MARTIN ST	1405
105073U02700CO	0	1405 C MARTIN ST	1405

105073U00700CO	0	601 HAMILTON AVE #103	601
105073U00800CO	0	601 HAMILTON AVE #203	601
105073U00900CO	0	601 HAMILTON AVE #303	601
105073U01000CO	0	601 HAMILTON AVE #102	601
105073U01100CO	0	601 HAMILTON AVE #202	601
105073U01200CO	0	601 HAMILTON AVE #302	601
105073U01300CO	0	601 HAMILTON AVE #101	601
105073U01400CO	0	601 HAMILTON AVE #201	601
105073U01500CO	0	601 HAMILTON AVE #301	601
105073U01600CO	0	1403 MARTIN ST #101	1403
105073U01700CO	0	1403 MARTIN ST #201	1403
105073U01800CO	0	1403 MARTIN ST #301	1403
105073U01900CO	0	1403 MARTIN ST #102	1403
105073U02000CO	0	1403 MARTIN ST #202	1403
105073U02100CO	0	1403 MARTIN ST #302	1403
105073U02200CO	0	1403 MARTIN ST #103	1403
105073U02300CO	0	1403 MARTIN ST #203	1403
105073U02400CO	0	1403 MARTIN ST #303	1403
105073U90100CO	0.29	601 B HAMILTON AVE	601
105040K00100CO	0	16 A N HILL ST	16
105040K00200CO	0	16 B N HILL ST	16
105112H00100CO	<Null>	151 A RAINS AVE	151
105112H00200CO	<Null>	151 B RAINS AVE	151
105111L00100CO	0	1704 A CARVELL AVE	1704
105111L00200CO	0	1704 B CARVELL AVE	1704
105111M00100CO	0	1706 A CARVELL AVE	1706
105111M00200CO	0	1706 B CARVELL AVE	1706
105111M90000CO	0.15	1706 C CARVELL AVE	1706
105074W00100CO	0	527 A MOORE AVE	527
105074W00200CO	0	527 B MOORE AVE	527
105074X00100CO	0	525 A MOORE AVE	525
105074X00200CO	0	525 B MOORE AVE	525
105040L00100CO	0	1240 A THOMAS ST	1240
105040L00200CO	0	1240 B THOMAS ST	1240
105040J00300CO	0	33 PERKINS ST	33
105040J00400CO	0	31 HUBBARD ST	31
105040N00100CO	0	24 A N HILL ST	24
105040N00200CO	0	24 B N HILL ST	24
105040M00100CO	0	22 A N HILL ST	22
105040M00200CO	0	22 B N HILL ST	22
105111N00100CO	<Null>	1808 A MARTIN ST	1808
105111N00200CO	<Null>	1808 B MARTIN ST	1808
105040O00100CO	0	19 A TRIMBLE ST	19
105040O00200CO	0	19 B TRIMBLE ST	19
105040O90000CO	0.13	19 C TRIMBLE ST	19
105112I00100CO	0	149 A RAINS AVE	149
105112I00200CO	0	149 B RAINS AVE	149

105040P00100CO	0	1253 JOHN ST	1253
105040P00200CO	0	1255 JOHN ST	1255
09315039500	0.12	1018 2ND AVE S	1018
105073V00100CO	0	1605 A MARTIN ST	1605
105073V00200CO	0	1605 B MARTIN ST	1605
105074Y00100CO	0	520 MOORE AVE	520
105074Y00200CO	0	522 MOORE AVE	522
10511032500	0.14	0 SOUTHGATE AVE	0
105113F00100CO	0	1812 A NEAL TER	1812
105113F00200CO	0	1812 B NEAL TER	1812
105113G00100CO	0	1814 A NEAL TER	1814
105113G00200CO	0	1814 B NEAL TER	1814
105040Q00100CO	0	1244 THOMAS ST	1244
105040Q00200CO	0	1246 THOMAS ST	1246
105030T00100CO	<Null>	43 A WHARF AVE	43
105030T00200CO	<Null>	43 B WHARF AVE	43
105030U00100CO	<Null>	41 A WHARF AVE	41
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105030U90000CO	0.1	41 C WHARF AVE	41
105030V00100CO	<Null>	1242 2ND AVE S #10	1242
105030V00200CO	<Null>	1242 2ND AVE S #9	1242
105030V00300CO	<Null>	1242 2ND AVE S #8	1242
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105030V00600CO	<Null>	1242 2ND AVE S #5	1242
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105030V00900CO	<Null>	1242 2ND AVE S #2	1242
105030V01000CO	<Null>	1242 2ND AVE S #1	1242
105111O01100CO	0	542 SOUTHGATE AVE #105	542
105111O01200CO	0	542 SOUTHGATE AVE #106	542
105111O01300CO	0	542 SOUTHGATE AVE #107	542
105111O01500CO	0	542 SOUTHGATE AVE #301	542
105111O01800CO	0	542 SOUTHGATE AVE #304	542
105111O01900CO	0	542 SOUTHGATE AVE #305	542
105111O02000CO	0	542 SOUTHGATE AVE #306	542
105111O01700CO	0	542 SOUTHGATE AVE #303	542
105111O02200CO	0	542 SOUTHGATE AVE #308	542
105111O02100CO	0	542 SOUTHGATE AVE #307	542
105111O02400CO	0	542 SOUTHGATE AVE #202	542
105111O02700CO	0	542 SOUTHGATE AVE #205	542
105111O02900CO	0	542 SOUTHGATE AVE #207	542
105111O03600CO	0	542 SOUTHGATE AVE #214	542
105111O03700CO	0	542 SOUTHGATE AVE #215	542
105111O04300CO	0	542 SOUTHGATE AVE #221	542
105111O04500CO	0	542 SOUTHGATE AVE #223	542
105111O04700CO	<Null>	542 SOUTHGATE AVE #225	542

105111O03200CO	<Null>	542 SOUTHGATE AVE #210	542
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105111O00700CO	0	542 SOUTHGATE AVE #101	542
105111O01000CO	0	542 SOUTHGATE AVE #104	542
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105111O04900CO	<Null>	542 SOUTHGATE AVE #227	542
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105111O04400CO	<Null>	542 SOUTHGATE AVE #222	542
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105074Z00100CO	<Null>	516 A HAMILTON AVE	516
105074Z00200CO	<Null>	516 B HAMILTON AVE	516
105111P00100CO	0	1700 STEWART PL	1700
105111P00200CO	0	613 SOUTHGATE AVE	613
105073W00100CO	0	617 A MOORE AVE	617
105073W00200CO	0	617 B MOORE AVE	617
105073X00100CO	0	615 A MOORE AVE	615
105073X00200CO	0	615 B MOORE AVE	615
105040R00100CO	0	42 TRIMBLE ST	42
105040R00200CO	0	40 HUBBARD ST	40
105073Y00100CO	<Null>	416 A MOORE AVE	416
105073Y00200CO	<Null>	416 B MOORE AVE	416
105113K00100CO	0	1816 A ALLISON PL	1816
105113K00200CO	0	1816 B ALLISON PL	1816
105040S00100CO	<Null>	22 SHEPARD ST	22
105040S00200CO	<Null>	24 SHEPARD ST	24
105073Z00100CO	<Null>	1607 A MARTIN ST	1607
105073Z00200CO	<Null>	1607 B MARTIN ST	1607
105072L00100CO	0	1303 A LITTLE HAMILTON AVE	1303
105072L00200CO	0	1303 B LITTLE HAMILTON AVE	1303
105072M00100CO	0	1606 A MARTIN ST	1606
105072M00200CO	0	1606 B MARTIN ST	1606

105040T00100CO	<Null>	27 N HILL ST	27
105040T00200CO	<Null>	29 N HILL ST	29
105040U00100CO	0	12 SHEPARD ST	12
105040U00200CO	0	14 SHEPARD ST	14
10504038700	0.73	43 TRIMBLE ST	43
Total			

PropStreet	PropSuite	PropCity	PropState	PropZip	Owner	OwnAddr1
2ND AVE S	<Null>	NASHVILLE	TN	37210	ST. PATRICI	1219 2ND AV S
HART ST	<Null>	NASHVILLE	TN	37210	MORNING	19 HART ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
ALLISON PL	<Null>	NASHVILLE	TN	37203	METRO GOP	O BOX 196300
WINGROVE ST	<Null>	NASHVILLE	TN	37203	FLAHERTY,	424 WINGROVE
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	P O BOX 846
N HILL ST	<Null>	NASHVILLE	TN	37210	TREVECCA	333 MURFREES
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HELLMER, J	1071 2ND AVE S
SHEPARD ST	<Null>	NASHVILLE	TN	37210	SOWELL, J	7402 BERMUDA
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU	1107 WADE AV
MILDRED SHUTE AVE	<Null>	NASHVILLE	TN	37210	MCTORRY,	600 MONTE CA
2ND AVE S	<Null>	NASHVILLE	TN	37210	CUNNINGH	810 OAK MEAD
WEDGEWOOD AVE		NASHVILLE	TN	37203	METRO GOP	O BOX 196300
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	POSEY, WIL	2416 GARNER L
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN	PO BOX 60736
2ND AVE S	<Null>	NASHVILLE	TN	37210	PRITCHARD	1024 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	KENDALL, T	P O BOX 29296
HART ST	<Null>	NASHVILLE	TN	37210	HALL, BEVE	1136 BELL GRIN
2ND AVE S	<Null>	NASHVILLE	TN	37210	SPRAGENS,	1075 2ND AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	FLOYD, GE	1249 1ST AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	HOLMAN, T	3005 MONMOUL
GARDEN ST	<Null>	NASHVILLE	TN	37210	MCADOO,	4228 PRINCESS
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
1ST AVE S	<Null>	NASHVILLE	TN	37210	BETTY, DOI	P O BOX 15913
ALLISON PL	<Null>	NASHVILLE	TN	37203	NEAL, ANG	1715 ALLISON F
RAINS AVE	<Null>	NASHVILLE	TN	37203	MCNICHOL	127 RAINES AVI
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	P O BOX 846
WINGROVE ST	<Null>	NASHVILLE	TN	37203	NASHVILLE	650 WEDGEWC
MARTIN ST	<Null>	NASHVILLE	TN	37203	LABLANC, F	1818 MARTIN S
WHARF AVE	<Null>	NASHVILLE	TN	37210	GUINDI, YV	422 TREEMONT
SHEPARD ST	<Null>	NASHVILLE	TN	37210	WOOD, JOI	1260 MARTIN S
2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	701 S 6TH ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	FAY, MICH	1243 2ND AVE S
PERKINS ST	<Null>	NASHVILLE	TN	37210	SHELTON, I	113 PERKINS ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	Z 1, LLC &	(1619 GRAYBAR
2ND AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	24 ANDREW T V
MALLORY ST	<Null>	NASHVILLE	TN	37203	MEEK, CAM	411 MALLORY S
2ND AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS	P O BOX 10025
MARTIN ST	<Null>	NASHVILLE	TN	37203	KELTON, JE	P O BOX 40451
2ND AVE S	<Null>	NASHVILLE	TN	37210	COHEN, DE	1291 2ND AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	METRO GOP	O BOX 196300
NEAL TER	<Null>	NASHVILLE	TN	37203	TITUS, BRY	1815 NEAL TER
STEWART PL	<Null>	NASHVILLE	TN	37203	SMITH, LOI	1801 STEWART
STEWART PL	<Null>	NASHVILLE	TN	37203	DAVIS, DOI	1808 STEWART
NEAL TER	<Null>	NASHVILLE	TN	37203	FUQUA, ER	1705 NEAL TER
HART ST	<Null>	NASHVILLE	TN	37210	HART STRE	13 HART ST

MOORE AVE	<Null>	NASHVILLE	TN	37203	WISE, STEV 6013 GREENLEA
STEWART PL	<Null>	NASHVILLE	TN	37203	KELTON EN 809 WINDSTON
NEAL TER	<Null>	NASHVILLE	TN	37203	LANIER, ER 1707 NEAL TR
NEAL TER	<Null>	NASHVILLE	TN	37203	HEFFERNO 1710 NEAL TR
2ND AVE S	<Null>	NASHVILLE	TN	37210	MOORE, FL 1213 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	GAD, MEDI 1016 2ND AVE S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SMALLMAN P O BOX 15844
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M 1925 OLD HICKO
STEWART PL	<Null>	NASHVILLE	TN	37203	SCHRUPP, C 1707 STEWART
RAINS AVE	<Null>	NASHVILLE	TN	37203	WD DEVELOP O BOX 15844
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWO
MOORE AVE	<Null>	NASHVILLE	TN	37203	COVINGTO 508 MOORE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	KOEHLER, E 1807 NEAL TER
STEWART PL	<Null>	NASHVILLE	TN	37203	RIDLEY, JAI 1710 STEWART
1ST AVE S	<Null>	NASHVILLE	TN	37210	STEINHOUS P O BOX 10025
STEWART PL	<Null>	NASHVILLE	TN	37203	FINEN, CHF 1714 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	COWAN, W 1241 2ND AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN PO BOX 60736
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ALLISON PL	<Null>	NASHVILLE	TN	37203	WORDLAW 1709 ALLISON P
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KRABOUSA 525 HAMILTON
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2ND AVE S	<Null>	NASHVILLE	TN	37210	SHILOH MI 1117 2ND AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	HUGHES, H 508 SOUTHGAT
PILLOW ST	<Null>	NASHVILLE	TN	37203	BASKERVIL 1313 PILLOW S
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STEWART PL	<Null>	NASHVILLE	TN	37203	ROACH, LA 1803 STEWART
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	D&J PROPE 650 WEDGEWO
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GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU 1107 WADE ST
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MOORE AVE	<Null>	NASHVILLE	TN	37203	FREEMAN, 414 MOORE AV
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RAINS AVE	<Null>	NASHVILLE	TN	37203	GATTI, CAR 153 RAINS AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M 1925OLD HICKO
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2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DO 4418 WINSTON
BYRUM AVE	<Null>	NASHVILLE	TN	37203	83 FREIGHT 345 S JEFFERSO
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WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	MORRIS, W P O BOX 12060
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2ND AVE S	<Null>	NASHVILLE	TN	37210	CARPS, BR 1205 2ND AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	KREYSA, KA 129 RAINS AVE
GARDEN ST	<Null>	NASHVILLE	TN	37210	SNEAD, AU 1107 WADE ST
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RAINS AVE	<Null>	NASHVILLE	TN	37203	HATCHER, I 140 RAINS AVE
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LINCOLN ST	<Null>	NASHVILLE	TN	37210	BUFORD, JI 3704 TURLEY D
RAINS AVE	<Null>	NASHVILLE	TN	37203	RAM MEEK 10451 PAW PAW
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
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CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	STARNES, E 4117 CREEKWOOD
WHARF AVE	<Null>	NASHVILLE	TN	37210	THOMAS, F P O BOX 19009
STEWART PL	<Null>	NASHVILLE	TN	37203	CARPENTER 1814 STEWART
MOORE AVE	<Null>	NASHVILLE	TN	37203	PORTER, O 511 MOORE AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	BENTLEY IN PO BOX 60736
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MDHA P O BOX 846
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA 701 S 6TH ST
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MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWOOD

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MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	HUGHES, H 508 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CL P O BOX 3641
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREATER N 37 TRIMBLE ST
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ELLIOTT, TH 616 SOUTHGAT
SHEPARD ST	<Null>	NASHVILLE	TN	37210	BUD PROPI 211 BELL CANY
2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLT, MAF 1235 2ND AVE S
WINGROVE ST	<Null>	NASHVILLE	TN	37203	SMALLMAN P O BOX 15844
BYRUM AVE	<Null>	NASHVILLE	TN	37203	NUGYEN, V 2157 BYRUM A
WHARF AVE	<Null>	NASHVILLE	TN	37210	TAYLOR, JC 45 WHARF AVE
THOMAS ST	<Null>	NASHVILLE	TN	37210	WHITEHEA 5137 GRAND O
HART ST	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
NEAL TER	<Null>	NASHVILLE	TN	37203	CREWS, J. C 1702 NEAL TER
ALLISON PL	<Null>	NASHVILLE	TN	37203	KELTON, CL P O BOX 3641
PILLOW ST	<Null>	NASHVILLE	TN	37203	VICK, JONA 2223 11TH AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	JAMES, NE 109 CHEROKEE
BYRUM AVE	<Null>	NASHVILLE	TN	37203	ROSEMAN, 6666 BROOKM
N HILL ST	<Null>	NASHVILLE	TN	37210	CROSS, DO 30 N HILL ST
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ALLISON PL	<Null>	NASHVILLE	TN	37203	BERTRAND 1805 ALLISON F
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCCURDY, 519 HAMILTON
RAINS AVE	<Null>	NASHVILLE	TN	37203	HAMMONI 5248 FRANKLIN
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ALLISON PL	<Null>	NASHVILLE	TN	37203	LYNCH-LOF 1711 ALLISON F
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HART ST	<Null>	NASHVILLE	TN	37210	HART STRE P O BOX 10021
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PILLOW ST	<Null>	NASHVILLE	TN	37203	GOLDEN, V 407 WILLIAMSF
WHARF AVE	<Null>	NASHVILLE	TN	37210	BUD PROP 211 BELL CANY
2ND AVE S	<Null>	NASHVILLE	TN	37210	LYTLE, T. C. 3212 VAILVIEW
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GOODLOE, 10 CLAIBORNE S
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STEWART PL	<Null>	NASHVILLE	TN	37203	NORRIS, W 900 19TH AV S,
N HILL ST	<Null>	NASHVILLE	TN	37210	HOWSE, C. 36 N HILL ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	GOOCH, W 711 DOVER DRI
GARDEN ST	<Null>	NASHVILLE	TN	37210	DAVIS, LOR # 1 GARDEN ST
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	CHEN, ANN 610 SOUTHGAT
MALLORY ST		NASHVILLE	TN	37203	TENNESSEE 136 RAINS AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	MAYS SHA 4693 RIVA RIDG
JOHN ST	<Null>	NASHVILLE	TN	37210	MAYS SHA 4693 RIVA RIDG
RAINS AVE	<Null>	NASHVILLE	TN	37203	HATCHER, I 140 RAINS AV
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LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	WALKER, N 1300 LITTLE HA
1ST AVE S	<Null>	NASHVILLE	TN	37210	POSEY, WIL 2416 GARDNER
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	JENKINS, D 540 HAMILTON
WHARF AVE	<Null>	NASHVILLE	TN	37210	BAHUR, JAI 516 GLENGARR
2ND AVE S	<Null>	NASHVILLE	TN	37210	GLADYS, LL 802 FRANKLIN F
PILLOW ST	<Null>	NASHVILLE	TN	37203	VICK, JONA 2223 11TH AVE
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MOORE AVE	<Null>	NASHVILLE	TN	37203	PATY CONS 1401 DALLAS A
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MALLORY ST	<Null>	NASHVILLE	TN	37203	DILKS, ED 8419 MALLORY S
MOORE AVE	<Null>	NASHVILLE	TN	37203	BENNETT, I 418 MOORE AV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	MITCHELL, 430 WINGROVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	FERRIS, CLI 200 RAINS AVE
MARTIN ST	<Null>	NASHVILLE	TN	37203	JACKSON, I 1810 MARTIN S
WINGROVE ST	<Null>	NASHVILLE	TN	37203	WINGROVE 513 3RD AVE S
MOORE AVE	<Null>	NASHVILLE	TN	37203	BLUEGRAS 407B MOORE A
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MALLORY ST	<Null>	NASHVILLE	TN	37203	GAYE, SHAI 417 MALLORY S
2ND AVE S		NASHVILLE	TN	37210	MUSIC CIT 703 PENDRAGO
MOORE AVE	<Null>	NASHVILLE	TN	37203	MCKINNEY 915 GOODBAR
MOORE AVE	<Null>	NASHVILLE	TN	37203	BASS, LUCI 1601 EMERALD
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WINGROVE ST	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
STEWART PL	<Null>	NASHVILLE	TN	37203	HODGES, A 1711 STEWART
GARDEN ST	<Null>	NASHVILLE	TN	37210	KOZIOL, JU 15 GARDEN ST

STEWART PL	<Null>	NASHVILLE	TN	37203	MCKENZIE, 1811 STEWART
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MCDANIEL 417 MOORE AV
SHEPARD ST		NASHVILLE	TN	37210	HANKINS, C 18 SHEPARD ST
STEWART PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	HENDRIX, F 606 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	FERDOWSI, 519 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HILLCREST 1601 MARTIN S
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MOORE AVE	<Null>	NASHVILLE	TN	37203	TENNESSEE 136 RAINS AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	KOVACH, S 1071 2ND AVE S
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STEWART PL	<Null>	NASHVILLE	TN	37203	LUCKETT, M 1712 STEWART
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2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA P O BOX 846
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ALLISON PL	<Null>	NASHVILLE	TN	37203	SMALLMA P O BOX 15844
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SHEPARD ST		NASHVILLE	TN	37210	21 A SHEP/ P O BOX 40466
SHEPARD ST		NASHVILLE	TN	37210	GIARDINA, 21 SHEPARD ST
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RAINS AVE	<Null>	NASHVILLE	TN	37203	GHORBANI 317 SPICEWOO
PILLOW ST	<Null>	NASHVILLE	TN	37203	WATKINS, F 1401 PILLOW S
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	FAGEN, KEI 538 HAMILTON
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JOHN ST	<Null>	NASHVILLE	TN	37210	MAYS, SHA 4693 RIVA RIDG
WINGROVE ST	<Null>	NASHVILLE	TN	37203	D & J PROP 650 WEDGEWC
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NEAL TER	<Null>	NASHVILLE	TN	37203	RUSSELL, LI 1817 NEAL TER
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LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
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THOMAS ST	<Null>	NASHVILLE	TN	37210	TOWNLEY, 1238 THOMAS S
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WHARF AVE	<Null>	NASHVILLE	TN	37210	CMC DEVEI 600 MONTE CA
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SANKARI, M 1925 OLD HICK
GARDEN ST	<Null>	NASHVILLE	TN	37210	ISMAIL, QA 3000 BEACHMI
WHARF AVE	<Null>	NASHVILLE	TN	37210	EQUITY TRI P O BOX 45134
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWO
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ALEXANDR 604 SOUTHGAT
2ND AVE S	<Null>	NASHVILLE	TN	37210	ESLAMI, H/ 15 MISSIONARY
MALLORY ST	<Null>	NASHVILLE	TN	37203	ELJAY ENTE 95 WHITE BRID
MARTIN ST	<Null>	NASHVILLE	TN	37203	KELTON EN 809 WINDSTON
GARDEN ST	<Null>	NASHVILLE	TN	37210	FLOYD, GE(P O BOX 10013
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ALLISON PL	<Null>	NASHVILLE	TN	37203	WARREN, M 1700 ALLISON P
SHEPARD ST	<Null>	NASHVILLE	TN	37210	LEANNA, SI 42 SHEPARD ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
NEAL TER	<Null>	NASHVILLE	TN	37203	GOOCH, W 711 DOVER RD
MOORE AVE	<Null>	NASHVILLE	TN	37203	NGUYEN, T 420 MOORE AV
HART ST	<Null>	NASHVILLE	TN	37210	FRIERSON,, 1310 JEFFERSO
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STEWART PL	<Null>	NASHVILLE	TN	37203	GRIGSBY, P 1704 STEWART
2ND AVE S	<Null>	NASHVILLE	TN	37210	FAY, MICH/ 1243 2ND AVE S
HUBBARD ST	<Null>	NASHVILLE	TN	37210	VAUGHT, JI 54 HUBBARD ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	WOODBINI 643 SPENCE LN
PILLOW ST	<Null>	NASHVILLE	TN	37203	MCDONALI 1403 PILLOW S
STEWART PL	<Null>	NASHVILLE	TN	37203	HAFERMAN 125 DEMOSS RI
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RAINS AVE	<Null>	NASHVILLE	TN	37203	BARRETT, M 417 WELSHWO
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KELTON EN 809 WINDSTON

ALLISON PL	<Null>	NASHVILLE	TN	37203	SALTER, SU 1713 ALLISON F
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PERKINS ST	<Null>	NASHVILLE	TN	37210	NASH, JON 21 PERKINS ST
RAINS AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE 5716 SPRING H
N HILL ST	<Null>	NASHVILLE	TN	37210	PETTIGREW 12 N HILL ST
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WHARF AVE	<Null>	NASHVILLE	TN	37210	SPARKMAN 2707 NATCHEZ
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HALL, BEVE 1136 BELL GRIN
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MCCUTCH/ 600 SOUTHGAT
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KLEIN, BAR P O BOX 4
BYRUM AVE	<Null>	NASHVILLE	TN	37203	GOOCH, C/ 2153 BYRUM A
1ST AVE S	<Null>	NASHVILLE	TN	37210	MT. PISGAI 1233 1ST AVE S
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2ND AVE S	<Null>	NASHVILLE	TN	37210	SALIMI, JAI P O BOX 1361
HART ST	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
GARDEN ST	<Null>	NASHVILLE	TN	37210	VAUGHN, / 156 BONNFIELD
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROOKS, W P O BOX 10011
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MOORE AVE	<Null>	NASHVILLE	TN	37203	AL-MAHDI 404 WINGROVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	WILSON, B/ 4202 KIRTLAND
NEAL TER	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	DAILY, PAT 515 HAMILTON
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N HILL ST	<Null>	NASHVILLE	TN	37210	NASHVILLE 650 WEDGEWC
MARTIN ST	<Null>	NASHVILLE	TN	37203	ANDREWS, 1809 MARTIN S
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ALLISON PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
BYRUM AVE	<Null>	NASHVILLE	TN	37203	CASTRO, JA 2160 BYRUM A
MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
NEAL TER	<Null>	NASHVILLE	TN	37203	WILSON, B/ 1813 NEAL TER
ALLISON PL	<Null>	NASHVILLE	TN	37203	HEGGIE, KF 1716 ALLISON F
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE 5716 SPRING H
MARTIN ST	<Null>	NASHVILLE	TN	37203	FROHOCK, 1608 MARTIN S
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1ST AVE S	<Null>	NASHVILLE	TN	37210	URBAN HO 822 WOODLAN
N HILL ST	<Null>	NASHVILLE	TN	37210	POUNCEY, 5209 LAKE CT C
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MALLORY ST	<Null>	NASHVILLE	TN	37203	BELLEFANT 418 MALLORY S
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CARVELL AVE	<Null>	NASHVILLE	TN	37203	JENKINS, P, 1708 CARVELL I
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MOORE AVE	<Null>	NASHVILLE	TN	37203	BAINBRIDG 1906 BEECHWC
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MOORE AVE	<Null>	NASHVILLE	TN	37203	JONES, INE 607 MOORE AV
BYRUM AVE	<Null>	NASHVILLE	TN	37203	MASON, EL 2159 BYRUM A
STEWART PL	<Null>	NASHVILLE	TN	37203	RICHARD, J 1804 STEWART
NEAL TER	<Null>	NASHVILLE	TN	37203	FAVORITE, 1711 NEAL TER
HART ST	<Null>	NASHVILLE	TN	37210	REYNA, HU 24 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	GOO REVO 1233 2ND AVE S
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MOORE AVE	<Null>	NASHVILLE	TN	37203	WISE , STEV 6013 GREENLEA
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WINGROVE ST	<Null>	NASHVILLE	TN	37203	438 WINGF P O BOX 15844
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RAINS AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
STEWART PL	<Null>	NASHVILLE	TN	37203	KELTON, JE P O BOX 40451
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MOORE AVE	<Null>	NASHVILLE	TN	37203	HARRIS, LI 614 MOORE AV
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STEWART PL	<Null>	NASHVILLE	TN	37203	HILL, MARY 1715 STEWART
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BROWN, S/ 517 HAMILTON
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STEWART PL	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL	<Null>	NASHVILLE	TN	37203	HOPKINS, J 1719 ALLISON F
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2ND AVE S	<Null>	NASHVILLE	TN	37210	PHILLIPS, K 1253 2ND AVE S
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GARDEN ST	<Null>	NASHVILLE TN	37210	SNEAD, AU 1107 WADE AV
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STEWART PL	<Null>	NASHVILLE TN	37203	NEELY, MA 1916 8TH AV S
MOORE AVE	<Null>	NASHVILLE TN	37203	GMAT HOL 650 WEDGEWC
RAINS AVE	<Null>	NASHVILLE TN	37203	SNEED, HEI 106 KINNEYS RI
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WINGROVE ST	<Null>	NASHVILLE TN	37203	HALL, HAZE 436 WINGROVE
SHEPARD ST	<Null>	NASHVILLE TN	37210	15 SHEPAR 1037 JEFFERSO
N HILL ST	<Null>	NASHVILLE TN	37210	GREENE, JA 1518 BEREA CH
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WINGROVE ST	<Null>	NASHVILLE TN	37203	HYBRID BU 987 GREERLANI
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2ND AVE S	<Null>	NASHVILLE TN	37210	REFRESHCC 209 10TH AVE S
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THOMAS ST	<Null>	NASHVILLE TN	37210	SOWELL, JA 7402 BERMUDA
BYRUM AVE	<Null>	NASHVILLE TN	37203	FRYE, YOLA 2161 BYRUM A
N HILL ST	<Null>	NASHVILLE TN	37210	SAVITSKY, I 14 N HILL ST
GARDEN ST	<Null>	NASHVILLE TN	37210	HAMIDY, S 609 SUNNYBRO
1ST AVE S	<Null>	NASHVILLE TN	37210	MORNING P O BOX 10148
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MOORE AVE	<Null>	NASHVILLE TN	37203	MORROW, 422 MOORE AV
1ST AVE S	<Null>	NASHVILLE TN	37210	WENER, ST 5049 CASPIAN I
CLAIBORNE ST	<Null>	NASHVILLE TN	37210	SPARKMAN 2707 NATCHEZ
1ST AVE S	<Null>	NASHVILLE TN	37210	MOTE, GRA 950 GRAYBAR L
MARTIN ST	<Null>	NASHVILLE TN	37203	WEHO DEV 513 3RD AVE S
ALLISON PL	<Null>	NASHVILLE TN	37203	TUNE, KELL 1717 ALLISON F
MOORE AVE	<Null>	NASHVILLE TN	37203	TRAN, NGH 415 MOORE AV
HART ST	<Null>	NASHVILLE TN	37210	FLOYD, GE(1249 1ST AVE S
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TRIMBLE ST	<Null>	NASHVILLE TN	37210	AL-SORAIF 4849 TERRAGO
STEWART PL	<Null>	NASHVILLE TN	37203	KELTON, JE P O BOX 40451
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TRIMBLE ST	<Null>	NASHVILLE TN	37210	AL-SORAIF 4849 TERRAGO
MALLORY ST	<Null>	NASHVILLE TN	37203	JACKSON, \ 1026 WILLOUG
NEAL TER	<Null>	NASHVILLE TN	37203	STONE, JEF 1811 NEAL TER
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TRIMBLE ST	<Null>	NASHVILLE TN	37210	MOHAMM 2326 UNA ANTI
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MARTIN ST	<Null>	NASHVILLE	TN	37203	BAKER, JOF 1711 MARTIN S
ALLISON PL	<Null>	NASHVILLE	TN	37203	BABER, MA 1815 ALLISON F
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MARTIN ST	<Null>	NASHVILLE	TN	37203	HARLAN, C 1726 MARTIN S
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WHARF AVE	<Null>	NASHVILLE	TN	37210	CUMBERLA 1602 8TH AVE S
GARDEN ST	<Null>	NASHVILLE	TN	37210	JONES, SH/ 5 GARDEN ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK & BE 2308 WHITE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	ADAMSON, 400 NORMAND
NEAL TER	<Null>	NASHVILLE	TN	37203	MARKEN, F 1803 NEAL TER
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MOORE AVE	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
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2ND AVE S	<Null>	NASHVILLE	TN	37210	HEWITT, BI 630 PATRIOT LN
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HART ST	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
RAINS AVE	<Null>	NASHVILLE	TN	37203	KING, JEFFI P O BOX 24783
NEAL TER	<Null>	NASHVILLE	TN	37203	BATTS, YVC 1809 NEAL TER
RAINS AVE	<Null>	NASHVILLE	TN	37203	D&G DEVEI P O BOX 15844
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LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	HARVEY, H. 1309 LITTLE HA
BYRUM AVE	<Null>	NASHVILLE	TN	37203	LEE, VATER 2151 BYRUM A
MARTIN ST	<Null>	NASHVILLE	TN	37203	E & K LUSK 6563 SUNNY SH
SHEPARD ST	<Null>	NASHVILLE	TN	37210	URBAN HO 822 WOODLAN
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ALLISON PL	<Null>	NASHVILLE	TN	37203	CURLL, PAT 1803 ALLISON F
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	YOCHUM, I 614 SOUTHGAT
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WHARF AVE	<Null>	NASHVILLE	TN	37210	CMC DEVEI 600 MONTE CA
2ND AVE S		NASHVILLE	TN	37210	CENTRAL C 837 RUSSLEO D
2ND AVE S		NASHVILLE	TN	37210	PRITCHARD 1024 2ND AVE S
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2ND AVE S	<Null>	NASHVILLE	TN	37210	KOVACH, S 1071 2ND AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	MCCLOUD, 1704 ALLISON F
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MDHA 701 S 6TH ST
SHEPARD ST	<Null>	NASHVILLE	TN	37210	HAMM, GE 36 SHEPARD ST
NEAL TER	<Null>	NASHVILLE	TN	37203	LOPEZ, JESI 1713 NEAL TER
MOORE AVE	<Null>	NASHVILLE	TN	37203	FRASURE, F 518 MOORE AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	CUMBERLA 1602 8TH AVE S
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ALLISON PL	<Null>	NASHVILLE	TN	37203	OPERATIO 1125 12TH AVE
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MALLORY ST	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWC
1ST AVE S	<Null>	NASHVILLE	TN	37210	CHINETTI, F 1255 1ST AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	BREAL, GRI 164 RAINS AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE 5716 SPRING H
2ND AVE S	<Null>	NASHVILLE	TN	37210	DEATON, L 1215 2ND AV S
N HILL ST	<Null>	NASHVILLE	TN	37210	OLIVER, SU 38 N HILL ST
ALLISON PL	<Null>	NASHVILLE	TN	37203	SMALLMA P O BOX 15844
NEAL TER	<Null>	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
MARTIN ST	<Null>	NASHVILLE	TN	37203	1611 MART 513 3RD AVE S
1ST AVE S	<Null>	NASHVILLE	TN	37210	NUCK & BE 1100 RUSSELL S
2ND AVE S	<Null>	NASHVILLE	TN	37210	2ND AVENI 703 PENDRAGO
1ST AVE S	<Null>	NASHVILLE	TN	37210	KARR, BERI 115 WOODMOI
NEAL TER	<Null>	NASHVILLE	TN	37203	AUTENRIET 5000 FRANKLIN
1ST AVE S	<Null>	NASHVILLE	TN	37210	MCCALL, B 736 RINGGOLD
MARTIN ST	<Null>	NASHVILLE	TN	37203	KENNER, CI 1806 MARTIN S
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MDHA 701 S 6TH ST

2ND AVE S	<Null>	NASHVILLE	TN	37210	MDHA	P O BOX 846
MOORE AVE	<Null>	NASHVILLE	TN	37203	MDHA	701 S 6TH ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	PARKS, RH	29 TRIMBLE ST
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MOORE AVE	<Null>	NASHVILLE	TN	37203	ARC PROPE	5716 SPRING H
MOORE AVE	<Null>	NASHVILLE	TN	37203	FITE, WILLI	529 MOORE AV
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1ST AVE S	<Null>	NASHVILLE	TN	37210	FEENEY, M	1119 1ST AVE S
RAINS AVE	<Null>	NASHVILLE	TN	37203	ESMOND,	1131 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	THOMAS, K	135 RAINS AVE
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RAINS AVE	<Null>	NASHVILLE	TN	37203	WDCN PUE	161 RAINS AV
SHEPARD ST	<Null>	NASHVILLE	TN	37210	WOOD, JOI	1260 MARTIN S
HART ST	<Null>	NASHVILLE	TN	37210	MORNINGE	19 HART ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	CLOUSE, C/	540 C MOORE A
2ND AVE S	<Null>	NASHVILLE	TN	37210	DAVIDSON,	1023 A 2ND AV
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PILLOW ST	<Null>	NASHVILLE	TN	37203	SHARP, EV/	1306 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	SCHALMO,	1306 B PILLOW

PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1306 84 ALTENTANN
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	COOK, NICI 500 B SOUTHGA
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SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 500 4516 SHYS HILL
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	QUINN, GE 4316 DALE AVE
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 615 F 4516 SHYS HILL
PILLOW ST	<Null>	NASHVILLE	TN	37203	FIVE TWEN 4516 SHYS HILL
PILLOW ST	<Null>	NASHVILLE	TN	37203	KIM, CHAR 1406 PILLOW S
GARDEN ST	<Null>	NASHVILLE	TN	37210	BURT, DAN 14 A GARDEN S
GARDEN ST	<Null>	NASHVILLE	TN	37210	CORLEW, JI 14 GARDEN ST I
GARDEN ST	<Null>	NASHVILLE	TN	37210	FLEMMING 14 C GARDEN S
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GARDEN ST	<Null>	NASHVILLE	TN	37210	O.I.C. GARI 1223 A 1ST AVE
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	YI, HO WOI 507 SOUTHGAT
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	WALLS, REI 505 SOUTHGAT
CARVELL AVE	<Null>	NASHVILLE	TN	37203	BENSON, LI 1692 CARVELL /
CARVELL AVE	<Null>	NASHVILLE	TN	37203	CASEY, ROE 1694 CARVELL /
CARVELL AVE	<Null>	NASHVILLE	TN	37203	1696 CARV P O BOX 159038
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. SOU14516 SHYS HILL
2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLLINGSV 1064 A 2ND AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	HEWITT, BE 630 PATRIOT LN
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2ND AVE S	<Null>	NASHVILLE	TN	37210	PROCINO, I 1064 D 2ND AV
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2ND AVE S	<Null>	NASHVILLE	TN	37210	HOLLOWAY 1066 C 2ND AV
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MILES, MIC 540 A MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	THOMPSON 540 B MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 540 F P O BOX 40018
PILLOW ST	<Null>	NASHVILLE	TN	37203	EQUITY TRI 905 SOUTHSIDE
PILLOW ST	<Null>	NASHVILLE	TN	37203	NEWTON, I 1310 B PILLOW
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PILLOW ST	<Null>	NASHVILLE	TN	37203	HANNAH, M 1312 A PILLOW
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SOUTHGATE AVE	1	NASHVILLE	TN	37203	WOLCOTT, 1129 WOODBR
SOUTHGATE AVE	2	NASHVILLE	TN	37203	SILVESTRO, 502 B SOUTHGA
SOUTHGATE AVE	3	NASHVILLE	TN	37203	JACOBS, BF 502 SOUTHGAT
SOUTHGATE AVE	4	NASHVILLE	TN	37203	SHELL, JAN 502 SOUTHGAT
SOUTHGATE AVE	5	NASHVILLE	TN	37203	ELDRIDGE, 502 SOUTHGAT
SOUTHGATE AVE	6	NASHVILLE	TN	37203	PANKHANI, 502F SOUTHGA
SOUTHGATE AVE	7	NASHVILLE	TN	37203	BRYANT, E 502 G SOUTHG.
SOUTHGATE AVE	8	NASHVILLE	TN	37203	DAVIS, ASH 502 H SOUTHG.

SOUTHGATE AVE	9	NASHVILLE	TN	37203	SAN MART 502 SOUTHGAT
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PILLOW ST	<Null>	NASHVILLE	TN	37203	GRIFFIN, P 1314 A PILLOW
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RAINS AVE	<Null>	NASHVILLE	TN	37203	TRISARNSR 154 RAINS AVE
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MOORE AVE	<Null>	NASHVILLE	TN	37203	AUVENSHII 619 A MOORE A
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MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM 2550 MERIDIAN
MOORE AVE	<Null>	NASHVILLE	TN	37203	FLEMING, C 621 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAUMSCHI 621 B MOORE A
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PILLOW ST	<Null>	NASHVILLE	TN	37203	DOUGLAS, 1308 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	DAWSON, . 1308 B PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. PILLC 106 GALE LN
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	GARDNER, 492 SOUTHGAT
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RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 155 F 667 WEDGEWC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	CLICK, LAU 212 HAMLETT L
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MOORE AVE	<Null>	NASHVILLE	TN	37203	SUKOWATI 2310 ELLIOT AV
MOORE AVE	<Null>	NASHVILLE	TN	37203	THREESEAS 411 MERRITT A
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2ND AVE S	<Null>	NASHVILLE	TN	37210	NOCK, BRI/ 1106B 2ND AVE
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MILNER, AI 536 B MOORE A
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LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 1313 3608 BENHAM
MOORE AVE	<Null>	NASHVILLE	TN	37203	STOKELY, R 505 MOORE AV
MOORE AVE	<Null>	NASHVILLE	TN	37203	MATHEWS, 505 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 505 F 505 MOORE AV
PILLOW ST	<Null>	NASHVILLE	TN	37203	BAZANOS, 1316 A PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	ULRICH, BR 1316 PILLOW S
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1316 6 PUBLIC SQ

MOORE AVE	<Null>	NASHVILLE	TN	37203	DEAN, ERIK 538 A MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	HARTLEY, T 538 B MOORE A
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM 14307 OLD HIC
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PERKINS ST	<Null>	NASHVILLE	TN	37210	GALBRAITH 16 PERKINS ST
PILLOW ST		NASHVILLE	TN	37203	BACON, J. F 84 ALTENTANN
PILLOW ST		NASHVILLE	TN	37203	RUEGER, LI 1319 B PILLOW
PILLOW ST		NASHVILLE	TN	37203	O.I.C. 1319 6350 TORRINGT
PILLOW ST	<Null>	NASHVILLE	TN	37203	WHITE, RIC 2005 TORRINGT
PILLOW ST	<Null>	NASHVILLE	TN	37203	PELTIER, PE 1407 PILLOW S
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MILLS, JAM 509 A MOORE A
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MOORE AVE	<Null>	NASHVILLE	TN	37203	LANNING, J 513 A MOORE A
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RAINS AVE	<Null>	NASHVILLE	TN	37203	SMOLINSKI 125 RAINS AVE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	ATHANASU 502 HAMILTON
NEAL TER	<Null>	NASHVILLE	TN	37203	JENKINS, D 1701 NEAL TER
SOUTHGATE AVE	<Null>	NASHVILLE	TN	37203	MARTIN, D 511 SOUTHGAT
NEILL AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOMP O BOX 15844
RAINS AVE	<Null>	NASHVILLE	TN	37203	VAUCHER, 121 RAINS AVE
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PILLOW ST	<Null>	NASHVILLE	TN	37203	OPALINE VIP O BOX 158058
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ALLISON PL	<Null>	NASHVILLE	TN	37203	MAP GENE 100 OCEANSIDE
ALLISON PL	<Null>	NASHVILLE	TN	37203	BRENIZE, T 1102 WOODLAI
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1707 650 WEDGEWC
NEAL TER	<Null>	NASHVILLE	TN	37203	BACKHOFF, 1810 A NEAL TE
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RAINS AVE	<Null>	NASHVILLE	TN	37203	HCC TRUST 158 A RAINES A
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2ND AVE S	<Null>	NASHVILLE	TN	37210	MODERN C 3716 WEST ENI
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MOORE AVE	<Null>	NASHVILLE	TN	37203	YU, JEOM Y 411 A MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	URBAN DM 203 POINT EAST
WINGROVE ST	<Null>	NASHVILLE	TN	37203	WRIGHT, N 428 B WINGROV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	NANCE, JO 428 A WINGROV
WINGROVE ST	<Null>	NASHVILLE	TN	37203	O.I.C. 428 \ 203 POINT EAST
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 428 \ 203 POINT EAST
ALLISON PL	<Null>	NASHVILLE	TN	37203	MACKIE, C/ 1703 ALLISON F
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ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1701 667 WEDGEWC
MOORE AVE	<Null>	NASHVILLE	TN	37203	BOWLING, 503 A MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	MILLS, ADA 503 B MOORE /
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HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BAXTER, JC 504 HAMILTON
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MOORE AVE	<Null>	NASHVILLE	TN	37203	MOORE, L 501 MOORE AV
RAINS AVE	<Null>	NASHVILLE	TN	37203	MILLER, JO 143 RAINS AVE
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 41934
MOORE AVE	<Null>	NASHVILLE	TN	37203	BOWEN, C/ 534 A MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	MARGOLIS 534 B MOORE /
MOORE AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 534 P 111 LAKE PARK
CARVELL AVE	<Null>	NASHVILLE	TN	37203	DELL, CORY 1716 CARVELL /
CARVELL AVE	<Null>	NASHVILLE	TN	37203	DAVIS, ROS 1720 CARVEL A
CARVELL AVE	<Null>	NASHVILLE	TN	37203	ZVEZDA 2, P O BOX 15870
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CARVELL AVE	<Null>	NASHVILLE	TN	37203	DERCK, ELI 1728 CARVEL A

CARVELL AVE	<Null>	NASHVILLE	TN	37203	PAINTER, A 1732 CARVELL A
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	ROUHANI-F 524 WEDGEWO
WEDGEWOOD AVE	<Null>	NASHVILLE	TN	37203	PEARSON, 526 WEDGEWO
CARVELL AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WED 667 WEDGEWO
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KLURFELD, 547 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	JANAN, BRI 547 B HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE (510 RIDGEVIEW
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MUGNANC 557 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	GEBHARDT 557 B HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. THE (510 RIDGEVIEW
1ST AVE S	<Null>	NASHVILLE	TN	37210	SANDERFU 1261 1ST AVE S
MALLORY ST	<Null>	NASHVILLE	TN	37203	GMAT HOL 650 WEDGEWO
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCCAMEY, 513 A HAMILTC
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	YOUNG, W 5231 MARGARE
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 513 F 5716 SPRING H
2ND AVE S	<Null>	NASHVILLE	TN	37210	HART TO H 320 OCALA DR
PILLOW ST	<Null>	NASHVILLE	TN	37203	WANGN, K 1305 C PILOW S
PILLOW ST	<Null>	NASHVILLE	TN	37203	DIEDRICH, . 1035 D PILLOW
PILLOW ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1305 667 WEDGEWO
N HILL ST	<Null>	NASHVILLE	TN	37210	MADDEN, I 13 A N HILL ST.
N HILL ST	<Null>	NASHVILLE	TN	37210	MADDEN, J 13 B N HILL ST.
N HILL ST	<Null>	NASHVILLE	TN	37210	O.I.C. 13 N 509 HAMILTON
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	LIGHTSTON 1321 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	KHAN, CHE 1321 B LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WIN 2003 DAYLILY D
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	RUFF, JON 1311 A LITTLE H
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	BEAR, RYAN 1311 B LLITTLE
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. HOM 1306 BELMONT
LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	HELLAND, I 1319 A LITTLE H
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LITTLE HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 1319 1101 RIVERSIDE
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	KHO, EUN J 20 A CLAIBORN
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	WANG, YUI 1004 ASHMORE
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	O.I.C. HOM 465 HENSLEE D
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	VO, TERRY 18 CLAIBORNE S
PERKINS ST	<Null>	NASHVILLE	TN	37210	VELLOFF, J 10 PERKINS ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	O.I.C. HOM 465 HENSLEE D
ALLISON PL		NASHVILLE	TN	37203	ROBERTS, I 1708 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	BONETTI, V 1708 B ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. 1708 465 HENSLEE D
ALLISON PL		NASHVILLE	TN	37203	RICKS, ALLI 1706 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	RICKS, JENI 1706 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. 1706 465 HENSLEE D
MARTIN ST	<Null>	NASHVILLE	TN	37203	DE CASTRO 1706 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	KORNUTICI 1704 MARTIN S
MARTIN ST	<Null>	NASHVILLE	TN	37203	O.I.C. 1704 621 BRADLEY C
MERRITT AVE		NASHVILLE	TN	37203	JOSEPH, AN 11 S GREEN ST

MERRITT AVE		NASHVILLE	TN	37203	BACIGALUF 434 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	AGPG REAL 6710 SW 80 ST
MERRITT AVE		NASHVILLE	TN	37203	SHAPIRO, F 438 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	BYRNES, D/ 440 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	ANTA CAPI 909 N MEADOV
MERRITT AVE		NASHVILLE	TN	37203	COOK, JACI 444 MERRITT A
PILLOW ST		NASHVILLE	TN	37203	PILLOW 8 C 2103 S OCEAN E
PILLOW ST		NASHVILLE	TN	37203	YEVCHAK, / 1322 PILLOW S
PILLOW ST		NASHVILLE	TN	37203	DAVIES, KA 1320 PILLOW S
MERRITT AVE	4	NASHVILLE	TN	37203	PURCELL, J. 502 CHESTERFII
MERRITT AVE	3	NASHVILLE	TN	37203	WILKES, CA 430 MERRITT A
MERRITT AVE	2	NASHVILLE	TN	37203	BARBERA, / 430 MERRITT A
MERRITT AVE	1	NASHVILLE	TN	37203	STRECKER, 430 MERRITT A
MERRITT AVE		NASHVILLE	TN	37203	PILLOW ST/ 209 10TH AVE S
ALLISON PL	<Null>	NASHVILLE	TN	37203	SHAH, CHL/ 1809 A ALLISON
ALLISON PL	<Null>	NASHVILLE	TN	37203	MACHUCA, 1809 ALLISON P
ALLISON PL	<Null>	NASHVILLE	TN	37203	O.I.C. 1809 107 STRATHMC
SOUTHGATE AVE		NASHVILLE	TN	37203	GEORGE, S 519 A SOUTHG/
SOUTHGATE AVE		NASHVILLE	TN	37203	ACKERMAN 519 B SOUTHG/
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. TOW 519 SOUTHGAT
MOORE AVE	<Null>	NASHVILLE	TN	37203	GRANT, RE 531 A MOORE /
MOORE AVE		NASHVILLE	TN	37203	KIRKPATRIC 531B MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 1310 CAMELOT
NEAL TER		NASHVILLE	TN	37203	LAMBERT, / 1708 A NEAL TE
NEAL TER		NASHVILLE	TN	37203	DEANE, AN 1708 B NEAL TE
NEAL TER		NASHVILLE	TN	37203	O.I.C. HOM 1708 NEAL TER
ALLISON PL		NASHVILLE	TN	37203	LUNSFORD 1810 A ALLISON
ALLISON PL		NASHVILLE	TN	37203	WHITNEY, / 1810 B ALLISON
ALLISON PL		NASHVILLE	TN	37203	O.I.C. HOM 2814 12TH AVE
BYRUM AVE		NASHVILLE	TN	37203	SANDOVAL 115 ALTON RD
BYRUM AVE		NASHVILLE	TN	37203	COLEMAN, 2164 BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. HOM 2160 BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	JAIN, NAVII 2166 BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	ANNAPURE 2168 BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. HOM 2160 BYRUM A
BYRUM AVE		NASHVILLE	TN	37203	HAGOVSKY 2158A BYRUM /
BYRUM AVE		NASHVILLE	TN	37203	SMITH, JEN 2158B BYRUM /
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. 2158 6121 NOLENSVI
2ND AVE S	1	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
2ND AVE S	2	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
2ND AVE S	3	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
2ND AVE S	4	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
2ND AVE S	5	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
2ND AVE S	6	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	3	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	4	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	5	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR

HART ST	6	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	1	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	2	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	7	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	8	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	10	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST	9	NASHVILLE	TN	37210	2ND & HAF 4317 SUNNYBR
HART ST		NASHVILLE	TN	37210	O.I.C. 2ND 4317 SUNNYBR
ALLISON PL		NASHVILLE	TN	37203	THOMPSON 1818 ALLISON F
WEDGEWOOD AVE		NASHVILLE	TN	37203	ELDRIDGE, 600 WEDGEWO
WEDGEWOOD AVE		NASHVILLE	TN	37203	O.I.C. 1818 667 WEDGEWO
NEAL TER		NASHVILLE	TN	37203	LOCKNER, 11712 A NEAL TE
NEAL TER		NASHVILLE	TN	37203	WOERZ, CA 1712 B NEAL TE
NEAL TER		NASHVILLE	TN	37203	O.I.C. TOW 1300 PILLOW S
BYRUM AVE		NASHVILLE	TN	37203	THOMPSON 2155 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	NESTLER, JI 2155 B BYRUM
BYRUM AVE		NASHVILLE	TN	37203	O.I.C. BYRL 471 HUMPHREY
HAMILTON AVE		NASHVILLE	TN	37203	CHRISTENS 549 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	MENDENH. 549B HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. THE C 1598 GUILL RD
HAMILTON AVE		NASHVILLE	TN	37203	BRITT-LAYT 1109 GLENWOC
HAMILTON AVE		NASHVILLE	TN	37203	BRITT-LAYT 1109 GLENWOC
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1033 DEMONBI
MOORE AVE		NASHVILLE	TN	37203	HICKS, BRI/ 111 ORIEL AVE
MARTIN ST		NASHVILLE	TN	37203	HICKS, BRI/ 111 ORIEL AVE
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOM 600 MOORE AV
RAINS AVE		NASHVILLE	TN	37203	SMITH, PAI 117 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P. O. BOX 3312.
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM 117 RAINS AVE
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P O BOX 33123.
RAINS AVE		NASHVILLE	TN	37203	JOHNSON, P O BOX 33123.
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM 117 RAINS AVE
SOUTHGATE AVE		NASHVILLE	TN	37203	TANQUILU' 509 B SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	OVERBY, KJ 509 A SOUTHGA
MARTIN ST		NASHVILLE	TN	37203	O.I.C. 1707 1707 MARTIN S
STEWART PL		NASHVILLE	TN	37203	1716 & 1717 1716 STEWART
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 2517 EUGENIA
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 622 S 450 PINE RIDGE
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. TOW 510 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1025 SOUTHSID
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1231 1231 2ND AVEN
STEWART PL		NASHVILLE	TN	37203	O.I.C. 1708 900 TYSON AVE
STEWART PL		NASHVILLE	TN	37203	O.I.C. 1706 900 TYSON AVE
THOMAS ST		NASHVILLE	TN	37210	O.I.C. HOM 1611 VALLE VEF
HAMILTON AVE		NASHVILLE	TN	37203	534 HAMIL 534 A HAMILTC
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN S
MOORE AVE		NASHVILLE	TN	37203	O.I.C. COTT 615 NAPOLEAN

N HILL ST	NASHVILLE	TN	37210	O.I.C. 11 N 2820 BEAULAH
WHARF AVE	NASHVILLE	TN	37210	O.I.C. 47 W 6551 PERNOD A
N HILL ST	NASHVILLE	TN	37210	O.I.C. HOM 3740 TURLEY DI
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 1668 COLLEEN S
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HOM 511 HAMILTON
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 15844
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM 2814 12TH AVE
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	O.I.C. SOU 1204 SOUTH 11T
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 147 F 1028 VAUGHNS
MARTIN ST	NASHVILLE	TN	37203	O.I.C. HOM PO BOX 331205
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 130 F 130 RAINS AVE
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. 532 F 629 POST OAK C
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HOM 1011 CHERRY A
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1309 629 POST OAK C
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN S
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 204 S 11TH ST
BYRUM AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 533 F 944 9TH AVE S
ALLISON PL	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 15844
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1317 94 ALTENTANN
CARVELL AVE	NASHVILLE	TN	37203	O.I.C. HOM P O BOX 3641
2ND AVE S	NASHVILLE	TN	37210	O.I.C. HOM 703 PENDRAGO
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 514 F 514 MOORE AV
2ND AVE S	NASHVILLE	TN	37210	BERTRAND 1237 2ND AVE S
BYRUM AVE	NASHVILLE	TN	37203	O.I.C. HOM 204 S 11TH ST
PILLOW ST	NASHVILLE	TN	37203	O.I.C. 1304 1304 PILLOW S
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. 613 F 613 HAMILTON
HAMILTON AVE	NASHVILLE	TN	37203	O.I.C. HAM 121 1ST AVE S S
N HILL ST	NASHVILLE	TN	37210	O.I.C. 16 N 1071 2ND AVE S
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 151 151 RAINS AVE
CARVELL AVE	NASHVILLE	TN	37203	O.I.C. 1704 639 E MAIN ST
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 527 F 639 E MAIN ST
MOORE AVE	NASHVILLE	TN	37203	O.I.C. 525 F 525 MOORE AV
THOMAS ST	NASHVILLE	TN	37210	O.I.C. HOM 827 W MCKENN
N HILL ST	NASHVILLE	TN	37210	O.I.C. 24 N 24 N HILL ST
N HILL ST	NASHVILLE	TN	37210	O.I.C. HOM 929 LAWN VIEW
MARTIN ST	NASHVILLE	TN	37203	O.I.C. MAR 1808 MARTIN S
RAINS AVE	NASHVILLE	TN	37203	O.I.C. 149 F 149 RAINS AVE
JOHN ST	NASHVILLE	TN	37210	O.I.C. HOM 9919 MAXWELL
MARTIN ST	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 7562 AUBREY R
SOUTHGATE AVE	NASHVILLE	TN	37203	MODERN R 170 HAVERFOR
NEAL TER	NASHVILLE	TN	37203	O.I.C. HOM 809 WINDSTON
NEAL TER	NASHVILLE	TN	37203	O.I.C. HOM PO BOX 3641
THOMAS ST	NASHVILLE	TN	37210	O.I.C. HOM 1205 LINCOLN F
WHARF AVE	NASHVILLE	TN	37210	O.I.C. 43 W 50 VANTAGE W
2ND AVE S	NASHVILLE	TN	37210	O.I.C. 1242 2309 CRESTMO

SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. SOUTH 407 HUMPHREY
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. FIVE- 516 HAMILTON
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 1700 1025 SOUTHSIDE
MOORE AVE		NASHVILLE	TN	37203	O.I.C. WED 617 A MOORE AVE
MOORE AVE		NASHVILLE	TN	37203	O.I.C. WED 615 A MOORE AVE
HUBBARD ST		NASHVILLE	TN	37210	O.I.C. HUBBARD 1240 FAIRWAY
MOORE AVE		NASHVILLE	TN	37203	O.I.C. 416 N 416 MOORE AVE
ALLISON PL		NASHVILLE	TN	37203	O.I.C. HOME <Null>
SHEPARD ST		NASHVILLE	TN	37210	O.I.C. THE HOME <Null>
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOME <Null>
LITTLE HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOME <Null>
MARTIN ST		NASHVILLE	TN	37203	O.I.C. HOME <Null>
N HILL ST		NASHVILLE	TN	37210	O.I.C. TWO <Null>
SHEPARD ST		NASHVILLE	TN	37210	O.I.C. FOUR <Null>
PERKINS ST	<Null>	NASHVILLE	TN	37210	HANNAH, C 1623 FAIRHAVEN
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HUBBARD ST	<Null>	NASHVILLE	TN	37210	SWETT, AN 45 PERKINS ST
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	MCMICHAEL 127 RAINES AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	KITTLEMAN 133 ACADEMY ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	LONG, RYAN 565 MOORE AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	KITTLEMAN 133 ACADEMY ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DOUGLAS 4418 WINSTON
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREATER N P O BOX 80271
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	ELLIS, KRISTIN 1 CLAIBORNE ST
PERKINS ST	<Null>	NASHVILLE	TN	37210	SWETT, JACOB 45 PERKINS ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST ATT
MOORE AVE	<Null>	NASHVILLE	TN	37203	LUCKETT, J 535 MOORE AVE
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	NASER, MC 39 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	ALEXANDER 21 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	MURRAY, K 11 TRIMBLE ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CLIP O BOX 3641
2ND AVE S	<Null>	NASHVILLE	TN	37210	JONES, DOUGLAS 4418 WINSTON
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	ESPANA, M 17 TRIMBLE ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	PATTON, P 1118 2ND AV S
PERKINS ST	<Null>	NASHVILLE	TN	37210	SEIBEL, HO 5261 FREDERICK
PERKINS ST	<Null>	NASHVILLE	TN	37210	BREZA, SIEG 14 PERKINS ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GENCAY, A 1017 BOXWOOD
MOORE AVE	<Null>	NASHVILLE	TN	37203	LAUGHEAD 557 MOORE AVE
MERRITT AVE	<Null>	NASHVILLE	TN	37203	STANLEY, V 407 MERRITT AVE
MERRITT AVE	<Null>	NASHVILLE	TN	37203	MANGRUM 405 MERRITT AVE
1ST AVE S	<Null>	NASHVILLE	TN	37210	EQUITY TRIP O BOX 45134
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMOND 805 BRENTVIEW
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	LITTLE MOI P O BOX 80271
MALLORY ST	<Null>	NASHVILLE	TN	37203	SPRINGER, 421 MALLORY ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GILLIAM, A 9 TRIMBLE ST
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	GENCAY, A 1017 BOXWOOD
LINCOLN ST	<Null>	NASHVILLE	TN	37210	BRANNON, 54 LINCOLN ST

HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SUAREZ, M 610 HAMILTON
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	SMALLMAN P O BOX 15844
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	PADRE PIO 205 LOGANS CI
2ND AVE S	<Null>	NASHVILLE	TN	37210	LEE, CALLIE 1232 2ND AV S
MALLORY ST	<Null>	NASHVILLE	TN	37203	ELJAY ENTE 95 WHITE BRID
MOORE AVE	<Null>	NASHVILLE	TN	37203	MURPHY, C 551 MOORE AV
NEAL TER	<Null>	NASHVILLE	TN	37203	COLE, NICH 1716 NEAL TER
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI 5248 FRANKLIN
NEAL TER	<Null>	NASHVILLE	TN	37203	HILL, BARB. 1804 NEAL TR
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	SPARKMAN 33 TRIMBLE ST
MOORE AVE	<Null>	NASHVILLE	TN	37203	CAUDILL, D 809 EDWARDS
N HILL ST	<Null>	NASHVILLE	TN	37210	CENTRAL C 837 RUSSLEO D
MOORE AVE	<Null>	NASHVILLE	TN	37203	MATHENY, 555 MOORE AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	GRANT, JAC 1220 2ND AVE S
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	EQUITY TRIP O BOX 45134
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
1ST AVE S	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	TRUE DEVE 2309 CRESTMO
CLAIBORNE ST	<Null>	NASHVILLE	TN	37210	SPARKMAN 2707 NATCHEZ
NEAL TER	<Null>	NASHVILLE	TN	37203	HENDRICKS 1806 NEAL TER
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	STURDEN, ' 23 TRIMBLE ST
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	GREEN, JEA 13 TRIMBLE ST
NEAL TER	<Null>	NASHVILLE	TN	37203	POTTS & KI 436 ATLAS DR
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	JOBE, WAN 831 DEWEES AV
2ND AVE S	<Null>	NASHVILLE	TN	37210	BUIE, LARR 1228 2ND AVE S
TRIMBLE ST	<Null>	NASHVILLE	TN	37210	EQUITY TRIP O BOX 45134
1ST AVE S	<Null>	NASHVILLE	TN	37210	MDHA P O BOX 846
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OWEN, DO 614 HAMILTON
NEAL TER	<Null>	NASHVILLE	TN	37203	STRINGER, 1722 NEAL TER
PERKINS ST	<Null>	NASHVILLE	TN	37210	SWETT, JAC 45 PERKINS ST
MALLORY ST	<Null>	NASHVILLE	TN	37203	MCGRAW, 415 MALLORY S
NEAL TER	<Null>	NASHVILLE	TN	37203	ANDRADY, 754 BENTON AV
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	OPERATIO 1125 12TH AVE
2ND AVE S	<Null>	NASHVILLE	TN	37210	1230 2ND / 40 WALL STREE
N HILL ST	<Null>	NASHVILLE	TN	37210	MORNING 19 HART ST
2ND AVE S	<Null>	NASHVILLE	TN	37210	METRO GO P O BOX 19630
MOORE AVE	<Null>	NASHVILLE	TN	37203	KELTON, CL P O BOX 3641
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI 805 BRENTVIEW
MOORE AVE	<Null>	NASHVILLE	TN	37203	HAMMONI 805 BRENTVIEW
HAMILTON AVE	<Null>	NASHVILLE	TN	37203	O.I.C. 526 F 526 HAMILTON
RAINS AVE	<Null>	NASHVILLE	TN	37203	O.I.C. WEH 402 BOULDER C
2ND AVE S	1	NASHVILLE	TN	37210	BYRNES, GI 1916 MOBLEY V
2ND AVE S	2	NASHVILLE	TN	37210	GOMEZ, M 2616 PADDOCK
2ND AVE S	3	NASHVILLE	TN	37210	GOMEZ, M 2616 PADDOCK
2ND AVE S	4	NASHVILLE	TN	37210	CHERKESKY 1240 2ND AVE S
2ND AVE S	5	NASHVILLE	TN	37210	GINZBURG, 1240 2ND AVE S
2ND AVE S	6	NASHVILLE	TN	37210	MYERS, RIC 907 ONEONTA

2ND AVE S	7	NASHVILLE	TN	37210	CHERKESKY 1240 2ND AVE S
2ND AVE S	8	NASHVILLE	TN	37210	MAKIN PRCP O BOX 26
2ND AVE S	9	NASHVILLE	TN	37210	KINMER PRCP O BOX 26
2ND AVE S	10	NASHVILLE	TN	37210	SIRAGUSA, 1240 2ND AVE S
2ND AVE S	11	NASHVILLE	TN	37210	RYAN, JASC 1240 2ND AVE S
2ND AVE S	12	NASHVILLE	TN	37210	SIMONETTI 5801 W MODOR
2ND AVE S	13	NASHVILLE	TN	37210	CHERKESKY 1234 2ND AVE S
2ND AVE S	14	NASHVILLE	TN	37210	CROUVI, SF 5121 GLENCAR
2ND AVE S	15	NASHVILLE	TN	37210	HENGAMEI 519 LEGENDS R
2ND AVE S	16	NASHVILLE	TN	37210	GENSIS NA 1240 2ND AVE S
2ND AVE S	<Null>	NASHVILLE	TN	37210	O.I.C. DWE 1234 2ND AVE S
SOUTHGATE AVE		NASHVILLE	TN	37203	O.I.C. 1700 40 BURTON HIL
MARTIN ST		NASHVILLE	TN	37203	HAGEN, JEI 1707 A MARTIN
MARTIN ST		NASHVILLE	TN	37203	AMENDED 1707 B MARTIN
STEWART PL		NASHVILLE	TN	37203	JONES, JEN 1716 STEWART
STEWART PL		NASHVILLE	TN	37203	DEPAOLI, R 1718 STEWART
RAINS AVE		NASHVILLE	TN	37203	SANDERS, I 115 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	SNODGRAS 115 B RAINS AV
RAINS AVE		NASHVILLE	TN	37203	O.I.C. HOM 2517 EUGENIA
HAMILTON AVE		NASHVILLE	TN	37203	BUEHLER, I 608 A HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	BUEHLER, I 608 B HAMILTO
SOUTHGATE AVE		NASHVILLE	TN	37203	FUGE, BREI 624 SOUTHGAT
SOUTHGATE AVE		NASHVILLE	TN	37203	ALEX, MAR 622 SOUTHGAT
HAMILTON AVE		NASHVILLE	TN	37203	CONDER, C 908 STEEPLECH
HAMILTON AVE		NASHVILLE	TN	37203	HINKLE, JEI 510 B HAMILTO
2ND AVE S		NASHVILLE	TN	37210	JOHNSON, 7725 GATEWAY
2ND AVE S		NASHVILLE	TN	37210	AJAO, JOSE 1044 B 2ND AV
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1044 2018 FRANSWC
HAMILTON AVE		NASHVILLE	TN	37203	HENDIX, M 553 A HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	PETERLICH, 553 B HAMILTO
2ND AVE S		NASHVILLE	TN	37210	BOOTH, RC 300 CENTERVIE
2ND AVE S		NASHVILLE	TN	37210	CURTIS, CH 1231 2ND AVE S
STEWART PL		NASHVILLE	TN	37203	SLOOP, JOI 1708 A STEWAF
STEWART PL		NASHVILLE	TN	37203	STUMP, PA 1708 B STEWAF
STEWART PL		NASHVILLE	TN	37203	BLASSEY, C 1706 A STEWAF
STEWART PL		NASHVILLE	TN	37203	ESTEVEZ, R 1706 B STEWAF
MOORE AVE		NASHVILLE	TN	37203	BARBER, G 545 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	LEE, CHEVI 545 B MOORE A
MOORE AVE		NASHVILLE	TN	37203	O.I.C. COTT 615 NAPOLEAN
N HILL ST		NASHVILLE	TN	37210	CHINETTI, I 34 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	GILMORE, I 34 B N HILL ST
N HILL ST		NASHVILLE	TN	37210	O.I.C. HOM 34 NORTH HILL
HAMILTON AVE		NASHVILLE	TN	37203	D&J PROPE 650 WEDGEWC
THOMAS ST		NASHVILLE	TN	37210	FLTPPC PRCP 9473 ASHFORD
THOMAS ST		NASHVILLE	TN	37210	MURPHY, F 1242 THOMAS S
HAMILTON AVE		NASHVILLE	TN	37203	COURI, GEI 534 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	BERRY, BRI 534 B HAMILTO

MOORE AVE	NASHVILLE	TN	37203	TARPLEY, V 613 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	COLBY, TR/ 613 B MOORE A
MOORE AVE	NASHVILLE	TN	37203	MCGINN, N 610 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	KENNEDY, 610 B MOORE A
N HILL ST	NASHVILLE	TN	37210	HYONG, SU 11 A N HILL ST
N HILL ST	NASHVILLE	TN	37210	PORTER, M 11 B N HILL ST
WHARF AVE	NASHVILLE	TN	37210	HIGGINS, JI 47 A WHARF AV
WHARF AVE	NASHVILLE	TN	37210	KLUTTZ, AN 47 B WHARF AV
N HILL ST	NASHVILLE	TN	37210	RICHARDS, 3740 TURLEY DI
N HILL ST	NASHVILLE	TN	37210	WANG, GU 28 N HILL ST
MOORE AVE	NASHVILLE	TN	37203	421 A&B N 801 MAGNOLIA
MOORE AVE	NASHVILLE	TN	37203	421 A&B N 801 MAGNOLIA
HAMILTON AVE	NASHVILLE	TN	37203	ZEITLIN, AN 511 A HAMILTO
HAMILTON AVE	NASHVILLE	TN	37203	ZEITLIN, AN 511 B HAMILTO
2ND AVE S	NASHVILLE	TN	37210	MCCUE, M. 753 B LYNWOO
2ND AVE S	NASHVILLE	TN	37210	SIDDIQI, JE 907 SOUTH ST
2ND AVE S	NASHVILLE	TN	37210	TAUGHER, 1116 A 2ND AV
2ND AVE S	NASHVILLE	TN	37210	FRAZIER, KI 1116 N 2ND AV
2ND AVE S	NASHVILLE	TN	37210	O.I.C. HOM P O BOX 40466
MOORE AVE	NASHVILLE	TN	37203	GODHWAN 553 A MOORE A
MOORE AVE	NASHVILLE	TN	37203	PASTOR, P/ 533 B MOORE A
MOORE AVE	NASHVILLE	TN	37203	O.I.C. HOM 2317 CRUZEN S
MERRITT AVE	NASHVILLE	TN	37203	DIDONATO 409 C MERRITT
MERRITT AVE	NASHVILLE	TN	37203	GLEATON, . 409 MERITT AV
MERRITT AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
MERRITT AVE	NASHVILLE	TN	37203	MAGNESS I P O BOX 15844
MERRITT AVE	NASHVILLE	TN	37203	HAYES, SCC 409 MERITT AV
MERRITT AVE	NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
ALLISON PL	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SMALLMAI 2814 12TH AVE
ALLISON PL	NASHVILLE	TN	37203	SMALLMAI 2814 12TH AVE
SOUTHGATE AVE	NASHVILLE	TN	37203	PATTERSO 512 SOUTHGAT
SOUTHGATE AVE	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
SOUTHGATE AVE	NASHVILLE	TN	37203	SULLIVAN, 516 SOUTHGAT
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	SOUTHGAT 6064 CENTRAL I
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	ARNOLD, N 1632 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	CALBORN, 1630 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	WOEHLERT 1628 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	D'ALBA, OF 241 DELLWOO
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	ROSS, ALEC 1624 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	HUNT, TON 1622 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	GENITO, VE 1620 MARSHAL
MARSHALL HOLLOW DR	NASHVILLE	TN	37203	BRINKMAN 1618 MARSHAL

SOUTHGATE AVE		NASHVILLE	TN	37203	HARKEY, T 518 A SOUTHG
SOUTHGATE AVE		NASHVILLE	TN	37203	SONGER, C 518B SOUTHGA
SOUTHGATE AVE		NASHVILLE	TN	37203	DERNBACH 520 SOUTHGAT
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	HOLT, MICI 6713 BETTS CT
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	BAILEY, CO 1619 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	CHADWICK 1621 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	RAINES, AL 1623 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	BATCHA, N 1625 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	NANJI, ALIS 1627 MARSHAL
MARSHALL HOLLOW DR		NASHVILLE	TN	37203	O.I.C. SOUT 204 SOUTH 11T
HAMILTON AVE		NASHVILLE	TN	37203	ROMANELI 616 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	MILLER, MI 616 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	O.I.C. HOM 1033 DEMONBF
RAINS AVE		NASHVILLE	TN	37203	PINCHEVSK 147 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	BELLONE, / 147 B RAINS AV
MARTIN ST		NASHVILLE	TN	37203	SCHULHAU 157 MT KENNEI
MARTIN ST		NASHVILLE	TN	37203	LANDESS, J 1811 B MARTIN
RAINS AVE		NASHVILLE	TN	37203	SADLER, AL 130 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	PATEL, AN/ 130 B RAINS AV
PILLOW ST		NASHVILLE	TN	37203	O.I.C. SEGN 2206 21ST AVE
PILLOW ST	102	NASHVILLE	TN	37203	MYINT, AN 2407 8TH AVE S
PILLOW ST	101	NASHVILLE	TN	37203	DVIRNAK, / 1404 PILLOW S
PILLOW ST	102	NASHVILLE	TN	37203	CROCKER, I 1400 PILLOW S
PILLOW ST	101	NASHVILLE	TN	37203	DUKE, CAR 1400 PILLOW S
MERRITT AVE		NASHVILLE	TN	37203	SPEARS IN/ 1489A WOODM
MERRITT AVE		NASHVILLE	TN	37203	KHAN, CHE 104 NESTLEDOV
MERRITT AVE		NASHVILLE	TN	37203	SWAUNCY, 415 MERRITT S
MERRITT AVE		NASHVILLE	TN	37203	LOWRY, PA 215 LYNNWOO
PILLOW ST	101	NASHVILLE	TN	37203	BEAVER, R/ 1402 PILLOW S
MERRITT AVE	102	NASHVILLE	TN	37203	DILLON, JE/ 411 MERRITT A
MERRITT AVE	101	NASHVILLE	TN	37203	BALUCAN, 411 MERRITT A
PILLOW ST	202	NASHVILLE	TN	37203	ARNOLD RE 154 FRANKLIN F
PILLOW ST	201	NASHVILLE	TN	37203	NEELY, DIA 9086 OLD HARE
PILLOW ST	202	NASHVILLE	TN	37203	OLLILA, MA 2711 OAKLAND
PILLOW ST	203	NASHVILLE	TN	37203	HJORNEVIK 141 HUNT'S LIN
PILLOW ST	204	NASHVILLE	TN	37203	GRAFF, HO 103-507 BOWE
PILLOW ST	205	NASHVILLE	TN	37203	DIGIROLAN 125 LINDEN FAI
PILLOW ST	206	NASHVILLE	TN	37203	UNNI, RAM 1310 SLADE CR
PILLOW ST	207	NASHVILLE	TN	37203	HOESLEY, F 1402 PILLOW S
MERRITT AVE	202	NASHVILLE	TN	37203	TITUS, CRE/ 411 MERRITT A
MERRITT AVE	201	NASHVILLE	TN	37203	LSD REAL E P. O. BOX 4791
PILLOW ST	302	NASHVILLE	TN	37203	PATEL, RAJ 1414 SOUT TRA
PILLOW ST	307	NASHVILLE	TN	37203	MATLOW, / 1402 PILLOW S
PILLOW ST	306	NASHVILLE	TN	37203	EDWARDS, 274 ANATOLE L
PILLOW ST	305	NASHVILLE	TN	37203	WALKER, LI 1402 PILLOW S
PILLOW ST	304	NASHVILLE	TN	37203	HANSON, / 1402 PILLOW S
PILLOW ST	303	NASHVILLE	TN	37203	LOONEY, C 1402 PILLOW S

PILLOW ST	401	NASHVILLE	TN	37203	CONLIN, LII 1402 PILLOW S
PILLOW ST	405	NASHVILLE	TN	37203	LIAO, JONA 1402 PILLOW S
PILLOW ST	404	NASHVILLE	TN	37203	DILL, LAWR 1512 FLINTRIDG
PILLOW ST	403	NASHVILLE	TN	37203	KIM, DAVIE 1402 PILLOW S
PILLOW ST	402	NASHVILLE	TN	37203	COTHRAN, 1402 PILLOW S
PILLOW ST	201	NASHVILLE	TN	37203	CONSIDINE 1402 PILLOW S
PILLOW ST	301	NASHVILLE	TN	37203	HAUTHER, 1402 PILLOW S
HAMILTON AVE		NASHVILLE	TN	37203	GRAY, ZACI 532 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	PEARSON, . 532 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	DH&G WEF 1235 MARTIN S
HAMILTON AVE		NASHVILLE	TN	37203	DH&G WEF 1235 MARTIN S
PILLOW ST		NASHVILLE	TN	37203	SCHUMACI 1309 A PILLOW
PILLOW ST		NASHVILLE	TN	37203	AVILA, SERI 1309 B POLLOV
MOORE AVE		NASHVILLE	TN	37203	LYNN, ADA 20 E HUBBARD
MOORE AVE		NASHVILLE	TN	37203	ISER, ZACH 32 GRAMERCY I
MOORE AVE		NASHVILLE	TN	37203	BOWLES, S 6928 CAIRO BEI
MOORE AVE		NASHVILLE	TN	37203	SADOFSKY, 102 BERGEN ST
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 2517 CRUZEN S
MARSHALL HOLLOW DR	101	NASHVILLE	TN	37203	STAMBERG 600 12TH AVE S
MARSHALL HOLLOW DR	102	NASHVILLE	TN	37203	JUST TRUST 725 COOL SPRIN
MARSHALL HOLLOW DR	103	NASHVILLE	TN	37203	YI, HO WOI 507 SOUTHGAT
MARSHALL HOLLOW DR	104	NASHVILLE	TN	37203	LEMOINE, J 1608 MARSHAL
MARSHALL HOLLOW DR	201	NASHVILLE	TN	37203	TALTON W 905 TRAVELERS
MARSHALL HOLLOW DR	202	NASHVILLE	TN	37203	DANNER, C 4418 SALISBUR
MARSHALL HOLLOW DR	203	NASHVILLE	TN	37203	WOOD, JEN 1608 MARSHAL
MARSHALL HOLLOW DR	204	NASHVILLE	TN	37203	HULAN, CH 620 WHISPERW
MARSHALL HOLLOW DR	301	NASHVILLE	TN	37203	KOPP, LUAI 519 BRUNER PL
MARSHALL HOLLOW DR	302	NASHVILLE	TN	37203	SMALL, ELI 924 A S DOUGL
MARSHALL HOLLOW DR	303	NASHVILLE	TN	37203	WHITE, JES 1608 MARSHAL
MARSHALL HOLLOW DR	101	NASHVILLE	TN	37203	COLON, ELI 1609 MARSHAL
MARSHALL HOLLOW DR	102	NASHVILLE	TN	37203	ANANIAN, . 1609 MARSHAL
MARSHALL HOLLOW DR	103	NASHVILLE	TN	37203	YOUNGER, 1609 MARSHAL
MARSHALL HOLLOW DR	104	NASHVILLE	TN	37203	GILLILAND, 1609 MARSHAL
MARSHALL HOLLOW DR	201	NASHVILLE	TN	37203	SLOVICK, W 1609 MARSHAL
MARSHALL HOLLOW DR	202	NASHVILLE	TN	37203	PAGANE, JI 1609 MARSHAL
MARSHALL HOLLOW DR	203	NASHVILLE	TN	37203	FITCH, ETH 1609 MARSHAL
MARSHALL HOLLOW DR	204	NASHVILLE	TN	37203	MILLIKEN, ' 1609 MARSHAL
MARSHALL HOLLOW DR	301	NASHVILLE	TN	37203	BUCHER, G 1609 MARSHAL
MARSHALL HOLLOW DR	302	NASHVILLE	TN	37203	GARTNER, ' 1609 MARSHAL
MARSHALL HOLLOW DR	303	NASHVILLE	TN	37203	POWELL, JI 1609 MARSHAL
MOORE AVE		NASHVILLE	TN	37203	LOPEZ, MEI 515 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	DONOVAN, 515 B MOORE A
2ND AVE S	102	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE A
2ND AVE S	101	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE A
2ND AVE S	201	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE A
2ND AVE S	202	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE A
2ND AVE S	301	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE A

2ND AVE S	302	NASHVILLE	TN	37210	1224 2ND / 407 B MOORE /
2ND AVE S		NASHVILLE	TN	37210	O.I.C. 1224 204 S 11TH ST
BYRUM AVE		NASHVILLE	TN	37203	HANSON, F 2156 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	PHAMVAN, 1431 14TH AVE
MOORE AVE		NASHVILLE	TN	37203	PATTON, A 944 9TH AVE S
MOORE AVE		NASHVILLE	TN	37203	FRANCES S 533 B MOORE /
ALLISON PL		NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
ALLISON PL		NASHVILLE	TN	37203	SUAREZ FA 1831 12TH AVE
PILLOW ST		NASHVILLE	TN	37203	BACON, WI 84 ALTENTANN
PILLOW ST		NASHVILLE	TN	37203	BACON, WI 1317 B PILLOW
MOORE AVE		NASHVILLE	TN	37203	JUNIA, JOD 1016A GLENDA
MOORE AVE		NASHVILLE	TN	37203	JUNIA, JOD 1016 A GLENDA
MOORE AVE		NASHVILLE	TN	37203	O.I.C. HOM 513 3RD AVE S
CARVELL AVE		NASHVILLE	TN	37203	HERBERT, J 1700 CARVELL /
CARVELL AVE		NASHVILLE	TN	37203	BERNARD, 1702 CARVELL /
2ND AVE S		NASHVILLE	TN	37210	MUSIC CITY 703 PENDRAGO
2ND AVE S		NASHVILLE	TN	37210	CURRAN, G 1906 GLEN ECH
MOORE AVE		NASHVILLE	TN	37203	514 MOOR 929 GALE LN
MOORE AVE		NASHVILLE	TN	37203	SCHUMACI 514 B MOORE /
MOORE AVE		NASHVILLE	TN	37203	PARKER, CI 516 A MOORE /
MOORE AVE		NASHVILLE	TN	37203	HOLT, STEV 516 B MOORE /
MOORE AVE		NASHVILLE	TN	37203	O.I.C. 516 P 929 GALE LN
MALLORY ST		NASHVILLE	TN	37203	CHRZASZ, F 423 MALLORY S
MALLORY ST		NASHVILLE	TN	37203	CRONLN, C 425 MALLORY S
MALLORY ST		NASHVILLE	TN	37203	O.I.C. HOMP O BOX 15934
BYRUM AVE		NASHVILLE	TN	37203	PARKER, BF 2154 A BYRUM
BYRUM AVE		NASHVILLE	TN	37203	BELDA, CRI 2154 B BYRUM
PERKINS ST		NASHVILLE	TN	37210	SHAH, SOH 31 A PERKINS S
HUBBARD ST		NASHVILLE	TN	37210	BLANCO, R 29 B HUBBARD
HUBBARD ST		NASHVILLE	TN	37210	O.I.C. CHES 2839 SCENIC DF
N HILL ST		NASHVILLE	TN	37210	BELL, CLIFF 10 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	BELL, CLIFF 10 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	O.I.C. 10 N 219 WILLIAMSB
2ND AVE S		NASHVILLE	TN	37210	O.I.C. HOMP O BOX 40466
PILLOW ST		NASHVILLE	TN	37203	CORBIN, ST 2082 HAMPSHI
PILLOW ST		NASHVILLE	TN	37203	CORBIN, ST 2082 HAMPSHI
HAMILTON AVE		NASHVILLE	TN	37203	CALDWELL, 613 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	CALDWELL, 613 HAMILTON
HAMILTON AVE		NASHVILLE	TN	37203	KENNEDY, 605 C HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	SCHULTZ, C 605 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	WOERZ, CA 605 A HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	GAUGER, A 603C HAMILTO
HAMILTON AVE		NASHVILLE	TN	37203	HOWARD, . 603 B HAMILTC
HAMILTON AVE		NASHVILLE	TN	37203	ZOELLER, B 603 A HAMILTC
MARTIN ST		NASHVILLE	TN	37203	OSTROM, T 1405 A MARTIN
MARTIN ST		NASHVILLE	TN	37203	HAMILTON 121 1ST AVE ST
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N HILL ST		NASHVILLE	TN	37210	CUTLER, JU 1204 15TH AVE
N HILL ST		NASHVILLE	TN	37210	ESPARZA, M 16 B N HILL ST
RAINS AVE		NASHVILLE	TN	37203	SAPP, SHA 151 A RAINS AV
RAINS AVE		NASHVILLE	TN	37203	MARSHALL 151 B RAINS AV
CARVELL AVE		NASHVILLE	TN	37203	BYRD, LAUI 1704 A CARVEL
CARVELL AVE		NASHVILLE	TN	37203	ROMANO, 1704 B CARVEL
CARVELL AVE		NASHVILLE	TN	37203	RUBIN, MA 1706 A CARVEL
CARVELL AVE		NASHVILLE	TN	37203	RICHARDS C 1706B CARVELL
CARVELL AVE		NASHVILLE	TN	37203	O.I.C. 1706 639 E MAIN ST
MOORE AVE		NASHVILLE	TN	37203	ROGERS, JC 527 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	BOYS SMIT 1871 QUAIL RU
MOORE AVE		NASHVILLE	TN	37203	GREENE, M 525 A MOORE A
MOORE AVE		NASHVILLE	TN	37203	BERRY, VAI 525 B MOORE A
THOMAS ST		NASHVILLE	TN	37210	BE A HELPI 827 W MCKENN
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PERKINS ST		NASHVILLE	TN	37210	DOUGLAS, P O BOX 306
HUBBARD ST		NASHVILLE	TN	37210	NEWMAN, 2578 E LOCUST
N HILL ST		NASHVILLE	TN	37210	THERIAULT 202 DEER RIDG
N HILL ST		NASHVILLE	TN	37210	ELLIOTT DE 3844 MT JULIET
N HILL ST		NASHVILLE	TN	37210	GILL, AUST 22 A N HILL ST
N HILL ST		NASHVILLE	TN	37210	HUNTLEY, (22B N HILL ST
MARTIN ST		NASHVILLE	TN	37203	HOCHEN PI 460 CRAIGHEAD
MARTIN ST		NASHVILLE	TN	37203	HOCHEN PI 1808 B MARTIN
TRIMBLE ST		NASHVILLE	TN	37210	PATTON, J/ 19 A TRIMBLE S
TRIMBLE ST		NASHVILLE	TN	37210	TORRES, C/ 19 B TRIMBLE S
TRIMBLE ST		NASHVILLE	TN	37210	O.I.C. 19 TF 2441 OLD FORT
RAINS AVE		NASHVILLE	TN	37203	BOYS SMIT 1871 QUAIL RU
RAINS AVE		NASHVILLE	TN	37203	DROGOBET 149 B RAINS AV

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JOHN ST		NASHVILLE	TN	37210	COURE, RIC 9919 MAXWELL
2ND AVE S		NASHVILLE	TN	37210	GREGORY F 1800 MAIN ST
MARTIN ST		NASHVILLE	TN	37203	1605 MARTIN 513 3RD AVE S
MARTIN ST		NASHVILLE	TN	37203	1605 MARTIN 513 3RD AVE S
MOORE AVE		NASHVILLE	TN	37203	NASHVILLE 7562 AUBREY R
MOORE AVE		NASHVILLE	TN	37203	PARKER, BE 522 MOORE AV
SOUTHGATE AVE		NASHVILLE	TN	37203	MODERN R 170 HAVERFOR
NEAL TER		NASHVILLE	TN	37203	KELTON EN 809 WINDSTON
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NEAL TER		NASHVILLE	TN	37203	NEAL TERR PO BOX 3641
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WHARF AVE		NASHVILLE	TN	37210	AFFORDAB 50 VANTAGE W
WHARF AVE		NASHVILLE	TN	37210	AFFORDAB 50 VANTAGE W
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WHARF AVE		NASHVILLE	TN	37210	O.I.C. 41 W 50 VANTAGE W
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HAMILTON AVE		NASHVILLE	TN	37203	GRAY, WES 516 HAMILTON
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STEWART PL		NASHVILLE	TN	37203	QIN, KE & F 1025 SOUTHSIDE
SOUTHGATE AVE		NASHVILLE	TN	37203	QIN, KE & F 1025 SOUTHSIDE
MOORE AVE		NASHVILLE	TN	37203	MCQUEEN, 617 A MOORE AVE
MOORE AVE		NASHVILLE	TN	37203	LYNN, MIKI 617 B MOORE AVE
MOORE AVE		NASHVILLE	TN	37203	BRADSHAW 615 A MOORE AVE
MOORE AVE		NASHVILLE	TN	37203	KINKADE, 615 B MOORE AVE
TRIMBLE ST		NASHVILLE	TN	37210	GREENTREE 1240 FAIRWAY
HUBBARD ST		NASHVILLE	TN	37210	GREENTREE 1240 FAIRWAY
MOORE AVE		NASHVILLE	TN	37203	MC2 GROUP 416 MOORE AVE
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	HENDERSON TN	US	37075	2/22/2019
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OR RD STE 201	NASHVILLE TN	US	37215	3/25/2020

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37016000	17	USD	PAR	DB-00001451 OTHER	101
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37016100	17	USD	PAR	PL-20000301 LOT	101
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37016000	17	USD	PAR	DB-00001509 OTHER	101
37016100	17	USD	PAR	PL-00009700 LOT	101
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37016000	17	USD	PAR	DB-00001969 OTHER	101
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37016100	17	USD	PAR	DB-00002091 OTHER	101
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37016100	17	USD	PAR	DB-00002489 OTHER	101
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PropDate	OBJECTID	Acres	Front	Side	IsRegular	LUCODE	LUDesc
9/5/1900	98197	1.21	202	271	N	091	CHURCH
3/28/2005	213209	0.89	212	180	N	091	CHURCH
10/27/1900	100386	0.1	37	125	Y	010	VACANT RE
5/7/1901	104611	0.02	5	150	Y	010	VACANT RE
3/29/1902	104646	0.12	40	136	Y	011	SINGLE FAM
4/2/1987	103902	0.24	80	135	N	012	DUPLEX
2/10/2012	97988	0.14	50	127	N	010	VACANT RE
4/3/1906	98249	0.07	25	137	Y	010	VACANT RE
7/1/1916	98302	0.11	38	132	N	011	SINGLE FAM
10/3/1917	99595	0.06	25	120	Y	011	SINGLE FAM
6/21/1999	96168	0.04	47	60	N	011	SINGLE FAM
3/10/1919	99540	0.09	30	136	Y	010	VACANT RE
1/5/2000	105324	8.3	0	0	N	093	SCHOOL OR
2/17/1920	96401	0.32	75	150	N	013	TRIPLEX
8/10/1920	102597	0.23	50	200	Y	011	SINGLE FAM
10/11/1924	93941	0.27	62	188	Y	011	SINGLE FAM
3/23/1925	94364	0.23	50	188	Y	011	SINGLE FAM
7/13/1925	99768	0.09	50	120	N	010	VACANT RE
8/29/1925	199210	0.15	46	135	Y	011	SINGLE FAM
9/23/1925	99252	0.21	43	184	Y	011	SINGLE FAM
9/1/1926	105836	0.17	50	150	Y	011	SINGLE FAM
4/4/1927	99558	0.06	25	120	Y	010	VACANT RE
4/9/1927	100319	0.1	37	125	Y	010	VACANT RE
7/21/1927	98627	0.07	30	151	N	011	SINGLE FAM
5/10/1928	105270	0.17	50	150	Y	011	SINGLE FAM
8/2/1928	102945	0.17	50	150	Y	011	SINGLE FAM
4/20/1989	103880	0.24	80	132	N	012	DUPLEX
5/27/1930	104685	0.13	40	136	Y	010	VACANT RE
9/27/1930	106273	0.2	59	155	Y	011	SINGLE FAM
4/1/1931	199227	0.1	30	150	Y	010	VACANT RE
8/3/2000	21199	0.05	25	128	N	010	VACANT RE
5/1/1984	96381	0.01	3	135	Y	010	VACANT RE
1/18/1935	99123	0.09	33	128	Y	011	SINGLE FAM
3/5/1936	199241	0.13	40	154	Y	011	SINGLE FAM
5/19/1936	99830	0.21	50	184	Y	012	DUPLEX
7/22/1936	840334	0.09	31	116	Y	020	VACANT CO
1/12/2016	1041720	0.11	40	125	Y	011	SINGLE FAM
10/20/1938	100362	0.1	34	116	Y	020	VACANT CO
11/18/1938	104025	0.17	50	150	Y	011	SINGLE FAM
6/29/1939	840349	0.11	32	130	Y	011	SINGLE FAM
7/31/1939	199272	7.8	0	0	N	093	SCHOOL OR
8/28/1939	106292	0.17	50	150	Y	011	SINGLE FAM
6/10/1940	105297	0.17	50	150	Y	011	SINGLE FAM
6/15/1940	105750	0.17	50	150	Y	011	SINGLE FAM
6/19/1940	104875	0.17	50	150	Y	011	SINGLE FAM
1/1/1976	100139	0.43	116	180	N	091	CHURCH

7/24/1940	102902	0.17	50	148	Y	011	SINGLE FAM
8/9/1940	104604	0.17	50	150	Y	011	SINGLE FAM
9/11/1940	104973	0.17	50	150	Y	011	SINGLE FAM
9/20/1940	1168757	0.17	50	150	Y	011	SINGLE FAM
10/7/1940	97918	0.11	40	130	Y	011	SINGLE FAM
11/6/1940	93657	0.13	40	150	N	011	SINGLE FAM
8/16/1983	102819	0.24	60	175	Y	012	DUPLEX
12/11/1940	96405	0.07	40	80	Y	011	SINGLE FAM
3/5/1941	104705	0.17	50	150	Y	011	SINGLE FAM
10/10/1997	103490	0.24	56	129	N	011	SINGLE FAM
10/10/1997	103310	0.17	50	156	N	011	SINGLE FAM
10/10/1997	103298	0.18	50	156	Y	011	SINGLE FAM
9/5/1941	105940	0.17	50	150	Y	011	SINGLE FAM
11/15/1941	104953	0.17	50	150	Y	011	SINGLE FAM
2/11/1942	100176	0.1	37	125	Y	010	VACANT RE
2/26/1942	615108	0.17	50	150	Y	011	SINGLE FAM
11/21/1942	99050	0.09	33	128	Y	011	SINGLE FAM
9/5/1943	102882	0.23	50	200	Y	011	SINGLE FAM
9/13/1943	199144	0.23	50	190	Y	012	DUPLEX
11/20/1943	94322	0.08	25	135	Y	010	VACANT RE
3/7/1944	104969	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	102808	0.2	50	175	Y	011	SINGLE FAM
4/25/1944	22463	0.22	50	190	Y	011	SINGLE FAM
5/31/1944	96386	0.2	63	135	Y	010	VACANT RE
8/4/1944	97352	0.18	50	160	Y	012	DUPLEX
11/10/1944	101275	0.23	50	191	Y	011	SINGLE FAM
11/10/1944	101358	0.23	48	191	Y	011	SINGLE FAM
11/29/1944	105392	0.17	50	150	Y	011	SINGLE FAM
4/10/1945	199208	0.16	66	137	N	012	DUPLEX
5/17/1945	104398	0.17	30	150	N	011	SINGLE FAM
6/5/1945	101470	0.2	50	178	Y	012	DUPLEX
5/1/2017	1139048	0.19	50	168	N	011	SINGLE FAM
10/27/1945	97636	0.11	40	130	Y	011	SINGLE FAM
2/21/1946	99600	0.06	25	120	Y	010	VACANT RE
2/27/1946	105592	0.17	50	150	Y	011	SINGLE FAM
3/21/1946	103871	0.11	40	129	N	011	SINGLE FAM
3/29/1946	97725	0.14	50	130	Y	011	SINGLE FAM
4/3/1946	104482	0.21	50	180	Y	011	SINGLE FAM
4/16/1946	96796	0.18	50	160	Y	011	SINGLE FAM
8/10/1993	199145	0.04	68	48	N	020	VACANT CC
5/28/1946	98968	0.22	50	184	Y	011	SINGLE FAM
5/29/1946	99496	0.16	145	101	N	011	SINGLE FAM
5/29/1946	94765	0.17	54	135	Y	012	DUPLEX
9/10/2018	105665	2.17	402	252	Y	038	APARTMEN
6/25/1946	96044	0.61	163	124	N	091	CHURCH
7/8/1946	106144	0.27	170	19	N	011	SINGLE FAM
7/22/1946	102046	0.2	50	168	Y	011	SINGLE FAM

9/5/1946	199218	0.17	37	190	Y	011	SINGLE FAM
9/30/1946	840346	0.15	4	130	N	048	PARKING LC
10/4/1946	106061	0.18	50	156	N	011	SINGLE FAM
12/7/1946	98074	0.09	33	128	Y	010	VACANT RE
1/16/1947	97976	0.1	33	128	N	011	SINGLE FAM
11/12/1991	96699	0.46	129	135	Y	091	CHURCH
3/1/2000	106163	0.16	75	96	N	012	DUPLEX
3/1/2000	106174	0.18	49	96	N	012	DUPLEX
4/28/1947	199244	0.14	50	117	N	011	SINGLE FAM
5/26/1947	97534	0.11	40	130	Y	011	SINGLE FAM
10/10/1997	103034	0.17	50	150	Y	011	SINGLE FAM
7/22/1947	99607	0.09	30	120	Y	010	VACANT RE
7/26/1947	97509	0.18	50	161	Y	011	SINGLE FAM
8/12/1947	93878	0.12	31	188	N	010	VACANT RE
9/2/1947	96984	0.13	41	135	Y	010	VACANT RE
9/15/1947	102218	0.2	50	168	Y	011	SINGLE FAM
9/15/1947	102173	0.2	50	168	Y	011	SINGLE FAM
10/14/1947	97953	0.13	33	184	Y	011	SINGLE FAM
11/12/1947	103772	0.17	50	150	Y	011	SINGLE FAM
12/13/1947	97919	0.11	35	133	N	011	SINGLE FAM
1/16/1948	96643	0.17	40	190	Y	011	SINGLE FAM
3/1/1948	99581	0.21	50	188	Y	011	SINGLE FAM
5/4/1948	98400	0.11	25	184	Y	010	VACANT RE
7/15/1948	93790	0.18	60	135	Y	011	SINGLE FAM
7/30/1948	99735	0.14	42	165	N	010	VACANT RE
8/7/1948	1139043	0.2	50	168	Y	011	SINGLE FAM
9/1/1948	199242	0.1	40	117	Y	010	VACANT RE
10/7/1948	97416	0.05	47	56	N	010	VACANT RE
3/18/1949	105550	0.17	50	150	Y	011	SINGLE FAM
3/19/1949	93504	0.07	30	114	N	010	VACANT RE
5/18/1949	1139052	0.4	100	168	Y	011	SINGLE FAM
6/16/1949	104352	0.11	40	136	Y	011	SINGLE FAM
6/24/1949	95984	0.15	40	165	Y	011	SINGLE FAM
7/18/1949	199229	0.13	40	150	Y	011	SINGLE FAM
8/2/1949	106036	0.17	50	150	Y	011	SINGLE FAM
9/1/1949	103758	0.17	50	148	Y	012	DUPLEX
9/26/1949	102700	0.29	64	200	Y	011	SINGLE FAM
10/10/1949	101814	0.2	50	178	Y	012	DUPLEX
10/19/1949	199223	0.26	59	190	Y	012	DUPLEX
11/10/1949	96387	0.06	45	80	Y	011	SINGLE FAM
5/1/1984	103193	0.05	13	156	Y	010	VACANT RE
11/28/1949	99679	0.21	50	184	Y	011	SINGLE FAM
12/19/1949	199211	0.09	30	135	Y	011	SINGLE FAM
1/7/1950	102781	0.17	50	148	Y	011	SINGLE FAM
1/31/1950	94690	0.12	40	135	Y	011	SINGLE FAM
4/26/1950	199139	0.12	40	135	Y	011	SINGLE FAM
8/1/1950	102801	0.17	50	148	Y	012	DUPLEX

8/20/1950	199239	0.15	40	165	Y	010	VACANT RE
10/10/1950	102403	0.38	100	163	Y	011	SINGLE FAM
11/29/1950	97445	0.18	50	161	Y	010	VACANT RE
12/13/1950	103006	0.26	75	148	Y	011	SINGLE FAM
1/13/1951	104079	0.34	50	303	Y	011	SINGLE FAM
2/14/1951	102886	0.17	50	148	Y	011	SINGLE FAM
3/3/1951	96697	0.07	40	87	Y	010	VACANT RE
3/26/1951	97936	0.16	50	131	N	011	SINGLE FAM
4/18/1951	101221	0.17	51	150	Y	011	SINGLE FAM
6/19/1951	99912	0.14	96	151	N	021	NEIGHBORH
8/11/1951	1139049	0.4	100	168	Y	013	TRIPLEX
8/25/1951	103132	0.14	100	60	Y	012	DUPLEX
9/10/1951	104540	0.17	50	150	N	011	SINGLE FAM
9/10/1951	104554	0.17	50	150	N	011	SINGLE FAM
11/2/1951	104044	0.17	50	153	Y	011	SINGLE FAM
12/17/1951	98268	0.07	25	136	Y	011	SINGLE FAM
1/26/1952	98824	0.1	35	128	N	011	SINGLE FAM
3/18/1952	104502	0.17	50	150	N	011	SINGLE FAM
4/2/1952	105865	0.17	50	150	Y	011	SINGLE FAM
5/24/2019	199224	0.1	30	148	Y	011	SINGLE FAM
5/5/1952	98946	0.14	50	120	Y	010	VACANT RE
5/15/1952	99772	0.15	50	120	Y	011	SINGLE FAM
5/16/1952	1168753	0.17	50	150	Y	011	SINGLE FAM
8/4/1952	106032	0.17	50	150	Y	011	SINGLE FAM
8/9/1952	100825	0.15	40	185	N	011	SINGLE FAM
8/10/1952	98849	0.16	165	93	N	012	DUPLEX
9/10/1952	106157	0.17	50	150	Y	011	SINGLE FAM
9/25/1952	97431	0.18	50	161	Y	011	SINGLE FAM
11/10/1952	104020	0.17	50	153	Y	011	SINGLE FAM
12/15/1952	98682	0.08	30	137	N	012	DUPLEX
1/8/1953	105751	0.17	50	150	Y	011	SINGLE FAM
3/16/1953	102166	0.2	50	168	Y	011	SINGLE FAM
3/24/1953	104487	0.18	61	150	N	011	SINGLE FAM
6/3/1953	99549	0.12	50	120	Y	011	SINGLE FAM
6/11/1953	99915	0.18	50	142	Y	011	SINGLE FAM
11/18/1953	96141	0.26	80	150	Y	002	METRO OTI
8/16/1983	102835	0.2	50	175	Y	011	SINGLE FAM
12/24/1953	106012	0.21	60	150	Y	011	SINGLE FAM
1/9/1954	1139040	0.28	70	168	Y	011	SINGLE FAM
3/6/1954	97932	0.11	35	132	N	011	SINGLE FAM
4/15/1954	94086	0.27	62	188	Y	010	VACANT RE
6/3/1954	105755	0.27	50	225	N	011	SINGLE FAM
6/11/1954	105062	0.17	50	150	Y	011	SINGLE FAM
7/1/1954	99069	0.06	25	120	Y	010	VACANT RE
7/30/1954	104182	0.19	100	79	N	011	SINGLE FAM
11/18/1996	103406	0.48	100	200	Y	091	CHURCH
5/11/1955	1168754	0.17	50	150	Y	011	SINGLE FAM

12/29/1983	102918	0.2	50	175	Y	012	DUPLEX
7/1/1955	102398	0.2	50	168	Y	011	SINGLE FAM
7/6/1955	102256	0.2	50	168	Y	011	SINGLE FAM
11/1/1955	100232	0.08	32	113	Y	010	VACANT RE
12/30/1955	103657	0.17	50	150	Y	012	DUPLEX
1/9/1956	199269	0.13	43	135	N	011	SINGLE FAM
1/20/1956	101195	0.23	50	191	Y	011	SINGLE FAM
2/28/1956	199230	0.13	40	150	Y	012	DUPLEX
5/18/1956	96282	0.12	29	190	Y	011	SINGLE FAM
1/4/1957	96086	0.15	40	165	Y	011	SINGLE FAM
3/6/1957	94802	0.23	50	190	Y	014	QUADPLEX
3/20/1957	105698	0.17	50	150	Y	011	SINGLE FAM
6/6/1957	97480	0.18	50	161	Y	011	SINGLE FAM
6/13/1957	102988	0.26	75	148	Y	011	SINGLE FAM
7/24/1957	99516	0.06	25	120	Y	011	SINGLE FAM
9/23/1957	22521	0.15	35	190	Y	011	SINGLE FAM
9/27/1957	104132	0.17	50	153	Y	011	SINGLE FAM
10/7/1957	103201	0.23	50	200	Y	012	DUPLEX
2/26/1958	99282	0.09	50	75	N	010	VACANT RE
2/26/1958	99294	0.07	39	74	N	010	VACANT RE
4/29/1958	103893	0.17	29	150	N	010	VACANT RE
4/29/1958	100957	0.17	50	150	Y	011	SINGLE FAM
4/29/1958	100885	0.1	33	150	Y	011	SINGLE FAM
7/21/1958	99427	0.21	50	184	Y	011	SINGLE FAM
1/15/2008	407905	0.2	50	168	Y	011	SINGLE FAM
8/28/1958	199146	0.16	40	160	Y	020	VACANT CO
8/30/1958	93951	0.12	40	135	Y	011	SINGLE FAM
9/9/1958	100897	0.21	50	185	N	011	SINGLE FAM
11/10/1958	94159	0.16	50	135	Y	010	VACANT RE
1/6/1959	104214	0.16	52	144	N	011	SINGLE FAM
1/8/1959	104174	0.18	53	152	N	011	SINGLE FAM
1/8/1959	103509	0.16	56	122	N	011	SINGLE FAM
1/9/1959	103835	0.17	58	125	Y	011	SINGLE FAM
1/9/1959	104274	0.71	111	286	Y	011	SINGLE FAM
1/14/1959	615446	0.16	30	134	N	011	SINGLE FAM
2/11/1959	105904	0.18	50	154	N	011	SINGLE FAM
2/13/1959	104483	0.17	60	150	N	011	SINGLE FAM
3/23/1959	104339	0.12	40	136	Y	011	SINGLE FAM
3/24/1959	104326	0.12	40	136	Y	010	VACANT RE
6/11/1959	103525	0.16	55	124	N	011	SINGLE FAM
6/19/1959	93578	0.12	45	133	N	010	VACANT RE
7/10/1959	103925	0.12	40	136	N	010	VACANT RE
9/26/1988	103937	0.2	67	139	N	012	DUPLEX
7/21/1959	98855	0.21	50	184	Y	011	SINGLE FAM
10/10/1959	104631	0.12	40	136	Y	011	SINGLE FAM
10/26/1959	104904	0.17	50	150	Y	011	SINGLE FAM
11/18/1959	99562	0.1	38	120	Y	011	SINGLE FAM

12/11/1959	105785	0.17	50	150	Y	011	SINGLE FAM
12/14/1959	97855	0.16	50	137	N	011	SINGLE FAM
3/19/1960	97835	0.16	50	139	N	011	SINGLE FAM
3/22/1960	98020	0.27	80	150	Y	011	SINGLE FAM
4/19/1960	102331	0.2	50	168	Y	011	SINGLE FAM
4/19/1960	102320	0.2	50	168	Y	011	SINGLE FAM
4/20/1960	104232	0.16	52	142	N	011	SINGLE FAM
4/30/1960	98260	0.07	25	137	N	011	SINGLE FAM
8/3/1960	104816	0.17	50	150	Y	011	SINGLE FAM
9/26/1960	104158	0.17	50	153	Y	011	SINGLE FAM
1/6/1989	103708	0.17	50	151	N	012	DUPLEX
11/23/1960	662772	0.34	100	148	Y	091	CHURCH
11/23/1960	103356	0.17	50	148	Y	048	PARKING LC
5/3/2019	98318	0.11	38	125	N	011	SINGLE FAM
1/25/1961	103566	0.12	40	125	Y	011	SINGLE FAM
1/25/1961	103554	0.12	40	125	Y	011	SINGLE FAM
3/2/1961	96099	0.09	32	90	N	011	SINGLE FAM
3/10/1961	97848	0.11	50	138	N	011	SINGLE FAM
1/1/1994	199222	0.27	62	190	Y	011	SINGLE FAM
4/20/1961	103709	0.2	58	150	N	010	VACANT RE
5/15/1961	199141	0.1	28	135	Y	010	VACANT RE
6/16/1961	102427	0.22	60	163	Y	011	SINGLE FAM
8/18/1961	105054	0.17	50	150	Y	011	SINGLE FAM
10/5/1961	199292	0.22	50	194	Y	013	TRIPLEX
11/30/1984	94481	0.16	50	135	Y	012	DUPLEX
1/11/1962	105834	0.17	50	150	Y	011	SINGLE FAM
1/30/1962	106184	0.18	50	155	Y	011	SINGLE FAM
2/24/1962	101020	0.2	42	191	Y	011	SINGLE FAM
5/18/1962	105874	0.17	50	150	Y	012	DUPLEX
5/21/1962	105458	0.17	50	150	Y	011	SINGLE FAM
6/15/1962	1168759	0.17	50	150	Y	011	SINGLE FAM
6/20/1962	98673	0.05	25	90	Y	011	SINGLE FAM
6/20/1962	98679	0.11	50	90	Y	011	SINGLE FAM
7/16/1962	97836	0.11	40	130	Y	012	DUPLEX
8/3/1962	1139045	0.2	50	168	Y	011	SINGLE FAM
8/12/1962	99293	0.14	50	135	Y	013	TRIPLEX
8/25/1962	102074	0.2	58	150	Y	011	SINGLE FAM
9/21/1962	101876	0.34	73	200	Y	011	SINGLE FAM
10/19/1962	102207	0.2	50	168	Y	011	SINGLE FAM
11/16/1962	105364	0.17	50	150	Y	011	SINGLE FAM
11/16/1962	105478	0.17	50	150	Y	011	SINGLE FAM
12/5/1962	99795	0.14	50	120	Y	010	VACANT RE
12/6/1962	99489	0.23	55	188	Y	010	VACANT RE
12/30/1962	106124	0.17	50	150	Y	011	SINGLE FAM
2/27/1963	99002	0.34	100	150	Y	010	VACANT RE
4/15/1963	104657	0.13	40	136	Y	011	SINGLE FAM
4/29/1963	103619	0.6	175	150	N	010	VACANT RE

4/30/1963	105593	0.17	50	150	Y	011	SINGLE FAM
5/1/1963	106372	0.21	43	150	N	012	DUPLEX
6/1/1988	94908	0.22	50	192	N	012	DUPLEX
5/31/1963	102371	0.2	50	168	Y	011	SINGLE FAM
5/31/1963	102362	0.2	50	168	Y	011	SINGLE FAM
6/3/1963	98222	0.16	50	139	Y	011	SINGLE FAM
6/26/1963	105444	0.17	50	150	Y	011	SINGLE FAM
8/10/1963	98974	0.09	33	128	Y	011	SINGLE FAM
8/16/1963	1139051	0.2	50	168	Y	011	SINGLE FAM
8/19/1963	100803	0.26	66	178	Y	010	VACANT RE
10/24/1963	99737	0.21	50	188	Y	011	SINGLE FAM
12/27/1963	99246	0.07	27	128	Y	011	SINGLE FAM
2/8/1964	98380	0.14	50	120	Y	011	SINGLE FAM
2/20/1964	94222	0.13	30	188	Y	010	VACANT RE
2/20/1964	94117	0.22	50	188	Y	010	VACANT RE
3/4/1964	199273	0.13	40	150	Y	020	VACANT CO
10/8/1982	96417	0.15	80	80	Y	010	VACANT RE
5/11/1964	99522	0.06	25	120	Y	010	VACANT RE
5/21/1964	96432	0.17	50	150	Y	010	VACANT RE
6/1/1964	103133	0.17	50	148	Y	011	SINGLE FAM
4/20/2017	99238	0.11	46	120	N	011	SINGLE FAM
8/10/1964	663076	0.34	50	303	Y	011	SINGLE FAM
8/14/1964	93439	0.06	30	102	N	012	DUPLEX
8/17/1964	102978	0.23	50	200	Y	014	QUADPLEX
8/17/1964	105961	0.18	50	156	N	011	SINGLE FAM
4/20/2017	99283	0.1	61	79	Y	011	SINGLE FAM
9/10/1964	105882	0.21	65	150	Y	012	DUPLEX
10/9/1964	96200	0.27	80	165	N	013	TRIPLEX
11/7/1964	104621	0.15	50	150	Y	011	SINGLE FAM
12/5/1964	98344	0.07	25	127	N	011	SINGLE FAM
1/5/1965	105482	0.17	50	150	Y	011	SINGLE FAM
1/22/1965	106407	0.23	46	150	N	011	SINGLE FAM
1/26/1965	103805	0.17	58	125	Y	011	SINGLE FAM
9/21/2004	211088	0.18	68	0	N	013	TRIPLEX
9/21/2004	211089	0.14	41	0	N	012	DUPLEX
2/17/1965	100246	0.1	37	125	Y	010	VACANT RE
4/4/1965	98669	0.05	25	90	Y	011	SINGLE FAM
5/1/1984	96259	0.19	60	131	Y	012	DUPLEX
4/29/1965	104652	0.17	50	150	Y	011	SINGLE FAM
5/6/1965	99186	0.1	34	128	Y	010	VACANT RE
7/29/1965	96499	0.05	40	63	Y	011	SINGLE FAM
7/31/1965	199240	0.15	40	165	Y	011	SINGLE FAM
8/28/1965	102004	0.23	50	200	Y	011	SINGLE FAM
10/9/1965	105355	0.17	50	150	Y	011	SINGLE FAM
11/10/1965	104088	0.7	100	303	Y	011	SINGLE FAM
11/15/1965	102389	0.23	50	200	Y	014	QUADPLEX
11/27/1965	102031	0.18	50	168	Y	011	SINGLE FAM

12/15/1965	105160	0.17	50	150	Y	011	SINGLE FAM
12/17/1965	103042	0.34	100	148	Y	011	SINGLE FAM
12/17/1965	103025	0.17	50	148	Y	011	SINGLE FAM
8/11/1995	96480	0.18	50	156	Y	011	SINGLE FAM
11/19/2020	199243	0.12	40	129	Y	011	SINGLE FAM
3/15/1966	102273	0.23	50	200	Y	011	SINGLE FAM
4/13/1966	97305	0.15	50	160	Y	011	SINGLE FAM
11/19/2020	103934	0.99	147	289	N	010	VACANT RE
5/20/1966	96045	0.13	40	150	Y	013	TRIPLEX
5/25/1966	102155	0.2	50	168	Y	011	SINGLE FAM
6/3/1966	98285	0.18	62	134	N	013	TRIPLEX
6/30/1966	1139050	0.2	50	168	Y	011	SINGLE FAM
7/15/1966	102086	1.32	168	341	Y	062	MOBILE HO
7/29/1966	104231	0.16	50	134	Y	011	SINGLE FAM
8/16/1966	103853	0.34	50	303	Y	011	SINGLE FAM
10/6/1966	199140	0.1	28	135	N	011	SINGLE FAM
10/13/1966	102475	0.19	50	163	Y	011	SINGLE FAM
10/14/1966	105691	0.17	50	150	Y	011	SINGLE FAM
4/22/2018	98449	0.64	150	184	Y	091	CHURCH
11/25/1966	105650	0.17	50	150	Y	011	SINGLE FAM
12/8/1966	840344	0.19	62	130	Y	037	APARTME
12/8/1966	99783	0.14	50	120	Y	013	TRIPLEX
1/23/1967	99543	0.06	25	120	Y	010	VACANT RE
1/27/1967	101028	0.2	50	178	Y	011	SINGLE FAM
2/21/1967	98387	0.1	47	90	N	011	SINGLE FAM
3/30/1967	104380	0.11	40	136	Y	010	VACANT RE
5/20/1967	103840	0.34	50	303	Y	011	SINGLE FAM
5/20/1967	105666	0.17	50	150	Y	011	SINGLE FAM
6/5/1967	105869	0.34	59	150	N	012	DUPLEX
8/16/1983	102857	0.2	50	175	Y	011	SINGLE FAM
9/7/2012	102866	0.17	42	173	N	011	SINGLE FAM
6/9/1967	94463	0.23	50	188	Y	014	QUADPLEX
6/9/1967	94566	0.21	50	188	Y	014	QUADPLEX
6/10/1967	99082	0.2	63	184	Y	012	DUPLEX
6/14/1967	105546	0.17	50	150	Y	011	SINGLE FAM
8/3/1967	96351	0.12	35	150	Y	011	SINGLE FAM
8/11/1967	99172	0.18	43	183	Y	012	DUPLEX
9/4/2015	97877	0.25	80	135	N	010	VACANT RE
9/5/1967	105770	0.18	50	156	Y	011	SINGLE FAM
9/13/1967	93711	0.11	32	135	Y	011	SINGLE FAM
9/22/1967	104728	0.16	45	150	Y	011	SINGLE FAM
6/27/2016	1108841	0.19	42	207	N	011	SINGLE FAM
8/16/1983	103159	0.23	65	156	N	011	SINGLE FAM
10/20/1967	106208	0.17	50	150	Y	011	SINGLE FAM
1/3/1968	105396	0.17	50	150	Y	011	SINGLE FAM
1/16/1968	98036	0.21	50	184	Y	014	QUADPLEX
1/17/1968	102062	0.27	70	168	Y	011	SINGLE FAM

2/28/1968	104111	0.32	50	303	Y	012	DUPLEX
4/1/1968	103901	0.17	50	150	Y	011	SINGLE FAM
4/5/1968	103924	0.17	50	150	Y	011	SINGLE FAM
4/15/1968	94691	0.26	60	190	Y	014	QUADPLEX
5/7/1968	97943	0.15	50	130	N	012	DUPLEX
5/20/1968	94014	0.22	50	188	Y	010	VACANT RE
5/29/1968	102948	0.11	50	100	Y	010	VACANT RE
5/29/1968	102956	0.11	50	100	Y	010	VACANT RE
6/1/1968	102293	0.2	50	168	Y	011	SINGLE FAM
5/1/1984	94472	0.26	40	190	N	012	DUPLEX
5/1/1984	94586	0.22	50	190	Y	012	DUPLEX
6/19/1968	104560	0.2	75	90	N	011	SINGLE FAM
7/19/1968	105615	0.31	140	100	Y	011	SINGLE FAM
7/19/1968	105867	0.2	87	100	Y	010	VACANT RE
8/19/1968	102843	0.17	50	148	Y	011	SINGLE FAM
8/16/1983	102903	0.2	50	175	Y	011	SINGLE FAM
8/23/1968	105703	0.17	50	150	Y	011	SINGLE FAM
8/23/1968	96542	0.17	55	135	Y	011	SINGLE FAM
9/5/1968	103307	0.17	50	148	Y	011	SINGLE FAM
9/10/1968	105970	0.17	50	150	Y	011	SINGLE FAM
9/13/1968	105541	0.17	50	150	Y	011	SINGLE FAM
11/12/1968	105168	0.17	50	150	Y	011	SINGLE FAM
11/27/1968	206101	0.15	50	120	Y	011	SINGLE FAM
5/22/2018	98769	0.1	35	124	Y	011	SINGLE FAM
1/13/1969	99756	0.14	50	127	Y	010	VACANT RE
8/16/1983	103285	0.17	50	156	Y	011	SINGLE FAM
2/12/1969	104776	0.17	50	150	Y	011	SINGLE FAM
3/11/1969	199237	0.15	40	150	Y	012	DUPLEX
3/26/1969	104518	0.17	50	150	N	011	SINGLE FAM
5/19/1969	103277	0.17	50	148	Y	011	SINGLE FAM
6/4/1969	102500	0.23	50	200	Y	012	DUPLEX
7/7/1969	104556	0.17	50	150	Y	011	SINGLE FAM
7/30/1969	1168755	0.17	50	150	Y	011	SINGLE FAM
8/19/1969	102830	0.17	50	148	Y	011	SINGLE FAM
9/9/1969	103293	0.17	50	148	Y	011	SINGLE FAM
9/10/1969	105093	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	102844	0.2	50	175	N	011	SINGLE FAM
10/3/1969	102011	0.2	50	168	Y	011	SINGLE FAM
10/31/1969	97088	0.09	30	135	Y	010	VACANT RE
12/22/1969	104150	0.17	50	153	Y	011	SINGLE FAM
1/6/1970	105204	0.17	50	150	Y	011	SINGLE FAM
1/28/1970	105445	0.17	50	150	Y	011	SINGLE FAM
2/18/1970	105073	0.17	50	150	Y	011	SINGLE FAM
4/10/1970	97368	0.18	50	160	Y	011	SINGLE FAM
4/14/1970	199221	0.36	87	190	Y	092	PARSONAG
7/14/1970	99472	0.11	40	135	Y	011	SINGLE FAM
7/28/1970	99393	0.14	50	135	Y	011	SINGLE FAM

8/16/1983	103273	0.26	50	156	Y	011	SINGLE FAM
8/20/1970	99572	0.1	38	120	Y	011	SINGLE FAM
9/1/1970	199238	0.29	150	91	N	010	VACANT RE
9/1/1970	105000	0.17	50	150	Y	012	DUPLEX
9/7/1970	103146	0.22	65	148	Y	010	VACANT RE
9/29/1970	104336	0.16	50	134	Y	011	SINGLE FAM
5/21/2018	98046	0.14	40	148	Y	011	SINGLE FAM
1/25/1971	99306	0.06	30	100	N	011	SINGLE FAM
1/26/1971	104191	0.18	52	148	N	011	SINGLE FAM
3/5/1971	101310	0.17	50	150	Y	011	SINGLE FAM
3/16/1971	105096	0.17	50	150	Y	012	DUPLEX
3/29/1971	104445	0.13	52	134	N	011	SINGLE FAM
4/23/1971	104529	0.17	50	150	N	011	SINGLE FAM
5/21/1971	98658	0.1	50	90	Y	012	DUPLEX
6/1/1971	97805	0.17	112	170	N	010	VACANT RE
6/17/1971	98308	0.11	38	131	N	019	RESIDENTIA
7/9/1971	104669	0.13	40	136	Y	010	VACANT RE
7/29/1971	94276	0.08	25	135	Y	010	VACANT RE
9/14/1971	104480	0.24	67	151	Y	012	DUPLEX
9/21/1971	99835	0.12	45	127	Y	011	SINGLE FAM
10/9/1971	99671	0.21	50	188	Y	010	VACANT RE
10/13/1971	99135	0.14	50	120	Y	012	DUPLEX
10/28/1971	106070	0.17	50	150	Y	011	SINGLE FAM
12/8/1971	97320	0.18	50	160	Y	011	SINGLE FAM
1/18/1972	99337	0.05	30	76	Y	010	VACANT RE
1/18/1972	99820	0.16	103	52	N	010	VACANT RE
2/8/1972	101137	0.17	49	150	Y	012	DUPLEX
2/18/1972	103736	0.18	59	148	N	011	SINGLE FAM
2/24/1972	98770	0.21	50	184	Y	011	SINGLE FAM
3/8/1972	199233	0.15	40	165	Y	013	TRIPLEX
3/23/1972	98739	0.12	60	122	N	011	SINGLE FAM
3/27/1972	104797	0.26	74	156	Y	011	SINGLE FAM
4/11/1972	105358	0.17	50	150	Y	011	SINGLE FAM
4/20/1972	104255	0.17	52	140	N	011	SINGLE FAM
1/2/1992	100027	0.05	41	50	Y	032	OFFICE BLD
5/8/1972	99594	0.21	50	184	Y	012	DUPLEX
5/10/1972	98316	0.15	35	184	Y	010	VACANT RE
5/11/1972	96469	0.14	40	150	Y	012	DUPLEX
5/12/1972	104500	0.17	50	150	Y	011	SINGLE FAM
5/23/1972	105931	0.17	50	150	Y	011	SINGLE FAM
5/24/1972	96487	0.13	40	150	Y	012	DUPLEX
6/8/1972	103168	0.11	50	100	Y	010	VACANT RE
6/9/1972	106132	0.17	50	150	Y	011	SINGLE FAM
6/10/1972	103150	0.11	50	100	Y	011	SINGLE FAM
6/26/1972	96441	0.14	40	150	Y	011	SINGLE FAM
7/21/1972	102965	0.17	50	148	Y	011	SINGLE FAM
7/25/1972	102818	0.17	50	148	Y	011	SINGLE FAM

9/7/1972	99592	0.11	40	135	Y	011	SINGLE FAM
9/11/1972	105362	0.23	71	156	Y	011	SINGLE FAM
9/21/1972	106194	0.17	50	150	Y	012	DUPLEX
9/27/1972	199271	0.17	40	190	Y	011	SINGLE FAM
10/2/1972	105601	0.22	63	161	N	011	SINGLE FAM
10/2/1972	105470	0.22	63	161	Y	011	SINGLE FAM
10/2/1972	105356	0.2	63	161	Y	011	SINGLE FAM
10/2/1972	105237	0.22	63	161	Y	011	SINGLE FAM
10/2/1972	105091	0.2	63	161	N	011	SINGLE FAM
10/2/1972	104976	0.2	63	161	Y	011	SINGLE FAM
10/12/1972	199228	0.14	40	150	Y	011	SINGLE FAM
1/25/2018	99528	0.12	50	117	Y	011	SINGLE FAM
10/26/1972	94365	0.17	37	190	Y	010	VACANT RE
10/27/1972	615153	0.17	50	150	Y	011	SINGLE FAM
11/2/1972	105757	0.17	50	150	Y	012	DUPLEX
11/8/1972	99668	0.09	30	135	Y	010	VACANT RE
11/9/1972	102976	0.17	50	148	Y	012	DUPLEX
11/15/1972	199245	0.16	47	152	N	011	SINGLE FAM
11/27/1972	102864	0.17	50	148	Y	011	SINGLE FAM
12/4/1972	104366	0.11	40	136	Y	010	VACANT RE
1/5/1973	94250	0.23	50	188	Y	012	DUPLEX
1/5/1973	199209	0.1	34	135	Y	011	SINGLE FAM
1/8/1973	105639	0.23	71	156	Y	011	SINGLE FAM
1/15/1973	99219	0.1	30	150	Y	010	VACANT RE
1/17/1973	96744	0.17	40	190	Y	011	SINGLE FAM
2/14/1973	98184	0.13	74	186	N	011	SINGLE FAM
3/13/1973	104034	0.17	50	153	Y	010	VACANT RE
5/25/2004	206102	0.14	50	120	Y	010	VACANT RE
3/27/1973	102977	0.23	50	200	Y	014	QUADPLEX
3/27/1973	106038	0.17	50	150	Y	011	SINGLE FAM
3/30/1973	105418	0.23	68	150	Y	012	DUPLEX
3/30/1973	105285	0.23	68	150	Y	012	DUPLEX
3/30/1973	105139	0.23	68	150	Y	012	DUPLEX
3/30/1973	105010	0.23	68	150	Y	012	DUPLEX
3/30/1973	104866	0.25	72	150	Y	012	DUPLEX
3/30/1973	104900	0.25	72	150	Y	012	DUPLEX
3/30/1973	105044	0.23	68	150	Y	012	DUPLEX
3/30/1973	105184	0.23	68	150	Y	012	DUPLEX
3/30/1973	105318	0.23	68	150	Y	012	DUPLEX
3/30/1973	105441	0.23	68	150	Y	012	DUPLEX
4/5/1973	99577	0.12	50	120	Y	011	SINGLE FAM
4/14/1973	93401	0.05	30	89	N	015	RESIDENTIA
4/28/1973	101212	0.2	50	178	Y	011	SINGLE FAM
5/4/1973	105586	0.17	50	150	Y	011	SINGLE FAM
5/22/1973	105485	0.23	71	156	Y	011	SINGLE FAM
6/16/1973	98695	0.45	124	161	N	038	APARTMEN
6/22/1973	102951	0.25	88	100	Y	012	DUPLEX

6/26/1973	106013	0.18	50	155	N	011	SINGLE FAM
7/7/1973	100114	0.1	37	125	Y	010	VACANT RE
8/21/1973	105656	0.17	50	150	Y	011	SINGLE FAM
9/14/1973	104944	0.23	71	156	Y	011	SINGLE FAM
9/15/1973	104092	0.13	50	132	N	011	SINGLE FAM
9/27/1973	106282	0.26	74	150	N	011	SINGLE FAM
10/12/1973	98714	0.34	90	161	N	038	APARTMEN
3/5/2013	766162	0.37	76	172	N	014	QUADPLEX
10/18/1973	98825	0.12	50	120	Y	010	VACANT RE
5/17/2020	96177	0.08	31	130	N	011	SINGLE FAM
10/19/1973	105224	0.23	71	156	Y	011	SINGLE FAM
10/25/1973	100290	0.06	25	120	Y	020	VACANT CO
11/1/1973	199147	0.13	40	160	N	020	VACANT CO
11/13/1973	99709	0.09	29	135	Y	010	VACANT RE
12/6/2019	93725	0.12	31	178	N	011	SINGLE FAM
12/11/1973	98163	0.05	21	128	Y	010	VACANT RE
12/21/1973	99537	0.06	25	120	Y	011	SINGLE FAM
12/28/1973	199142	0.16	56	135	Y	012	DUPLEX
1/22/1974	104823	0.17	50	150	Y	011	SINGLE FAM
8/19/1994	104535	0.24	28	43	N	012	DUPLEX
11/12/2019	98330	0.05	25	124	N	011	SINGLE FAM
2/20/1974	105276	0.17	50	150	Y	011	SINGLE FAM
8/16/1983	103222	0.36	100	156	Y	011	SINGLE FAM
3/13/1974	199268	0.1	30	135	Y	011	SINGLE FAM
3/14/1974	101934	0.2	50	168	Y	011	SINGLE FAM
3/21/1974	199219	0.17	40	190	Y	011	SINGLE FAM
4/9/1974	101549	0.2	50	178	Y	012	DUPLEX
4/12/1974	106154	0.17	50	150	Y	012	DUPLEX
4/23/1974	101041	0.17	50	150	Y	012	DUPLEX
7/3/1974	1041733	0.2	80	125	Y	012	DUPLEX
7/15/1974	99503	0.21	50	184	Y	011	SINGLE FAM
7/16/1974	106128	0.18	55	150	Y	012	DUPLEX
8/1/1974	104129	0.34	50	303	Y	011	SINGLE FAM
8/10/1974	98002	0.11	40	130	Y	011	SINGLE FAM
8/29/1974	97495	0.18	50	161	Y	012	DUPLEX
8/31/1974	106068	0.17	50	150	Y	011	SINGLE FAM
9/10/1974	105564	0.17	50	150	Y	011	SINGLE FAM
9/10/1974	104057	0.14	53	127	N	011	SINGLE FAM
9/20/1974	94296	0.16	32	188	Y	010	VACANT RE
10/1/1974	94884	0.17	36	190	Y	010	VACANT RE
10/15/1974	99330	0.21	50	184	Y	014	QUADPLEX
10/22/1974	105843	0.17	50	150	Y	011	SINGLE FAM
10/29/1974	98221	0.2	49	155	N	010	VACANT RE
11/5/1974	105730	0.17	50	152	N	011	SINGLE FAM
11/27/1974	98160	0.31	75	184	Y	014	QUADPLEX
11/30/1974	106113	0.18	50	155	Y	011	SINGLE FAM
12/29/1983	102927	0.2	50	172	Y	012	DUPLEX

1/30/1984	94592	0.16	50	135	Y	012	DUPLEX
5/1/1984	103175	0.24	67	156	Y	012	DUPLEX
1/2/1986	96914	0.22	50	160	N	011	SINGLE FAM
6/1/1988	199274	0.22	50	194	N	011	SINGLE FAM
6/1/1988	199275	0.22	50	194	N	011	SINGLE FAM
6/1/1988	199148	0.22	50	193	N	011	SINGLE FAM
6/1/1988	199149	0.22	50	193	N	011	SINGLE FAM
1/6/1989	103718	0.17	50	150	N	012	DUPLEX
7/3/1989	103631	0.17	50	151	Y	011	SINGLE FAM
8/19/1994	104539	0.17	50	150	N	012	DUPLEX
8/11/1995	96079	0.22	50	190	Y	011	SINGLE FAM
8/11/1995	96203	0.22	50	190	Y	011	SINGLE FAM
8/11/1995	96308	0.17	52	140	Y	011	SINGLE FAM
8/11/1995	96428	0.17	52	140	Y	011	SINGLE FAM
8/11/1995	96557	0.17	52	140	Y	011	SINGLE FAM
2/23/1998	103142	0.17	50	150	Y	011	SINGLE FAM
10/10/1997	103393	0.15	50	129	N	011	SINGLE FAM
2/23/1998	103267	0.16	50	150	N	011	SINGLE FAM
1/5/2000	104781	5.21	0	0	N	058	RECORDING
8/3/2000	21217	0.05	25	127	N	011	SINGLE FAM
5/25/2004	206103	0.14	50	120	Y	010	VACANT RE
2/2/2007	103077	0.17	50	149	Y	011	SINGLE FAM
8/20/2007	392067	0	0	0	N	015	RESIDENTIA
8/20/2007	392066	0	0	0	N	015	RESIDENTIA
8/20/2007	392068	0.16	50	135	Y	010	VACANT RE
4/29/2008	433201	0	0	0	N	015	RESIDENTIA
4/29/2008	94377	0	0	0	N	015	RESIDENTIA
4/29/2008	433202	0.16	50	135	Y	010	VACANT RE
10/25/2012	556497	0	0	0	N	015	RESIDENTIA
10/25/2012	556498	0	0	0	N	015	RESIDENTIA
10/25/2012	199214	0.13	33	183	N	010	VACANT RE
10/25/2012	556510	0	0	0	N	015	RESIDENTIA
10/25/2012	556506	0	0	0	N	015	RESIDENTIA
10/25/2012	556504	0.14	35	175	N	010	VACANT RE
4/4/2011	627490	0	0	0	N	015	RESIDENTIA
4/4/2011	627491	0	0	0	N	015	RESIDENTIA
11/15/2011	627489	0.09	40	110	N	010	VACANT RE
5/23/2011	638260	0	0	0	N	015	RESIDENTIA
5/23/2011	638261	0	0	0	N	015	RESIDENTIA
5/23/2011	657522	0.11	33	183	N	010	VACANT RE
5/23/2011	199213	0.18	43	188	N	010	VACANT RE
5/23/2011	657521	0	0	0	N	015	RESIDENTIA
5/23/2011	657523	0	0	0	N	015	RESIDENTIA
10/8/2012	740727	0	0	0	N	015	RESIDENTIA
10/8/2012	199217	0.04	65	40	Y	010	VACANT RE
11/6/2012	744886	0	0	0	N	015	RESIDENTIA
11/6/2012	744887	0	0	0	N	015	RESIDENTIA

11/6/2012	744888	0.2	50	184	N	010	VACANT RE
3/18/2013	761208	0	0	0	N	015	RESIDENTIA
3/18/2013	761206	0	0	0	N	015	RESIDENTIA
3/18/2013	761210	0.21	89	95	N	010	VACANT RE
3/18/2013	760243	0	0	0	N	015	RESIDENTIA
3/18/2013	760241	0	0	0	N	015	RESIDENTIA
3/18/2013	102442	0.19	50	163	Y	010	VACANT RE
3/18/2013	759647	0	0	0	N	015	RESIDENTIA
3/18/2013	759953	0	0	0	N	015	RESIDENTIA
3/8/2013	768263	0	0	0	N	015	RESIDENTIA
3/8/2013	768264	0	0	0	N	015	RESIDENTIA
3/8/2013	768265	0	0	0	N	015	RESIDENTIA
3/8/2013	768261	0	0	0	N	015	RESIDENTIA
3/8/2013	99286	0.47	89	172	N	010	VACANT RE
6/14/2013	780427	0	0	0	N	015	RESIDENTIA
6/14/2013	780425	0	0	0	N	015	RESIDENTIA
6/14/2013	780432	0	0	0	N	015	RESIDENTIA
6/14/2013	780431	0	0	0	N	015	RESIDENTIA
6/14/2013	780430	0	0	0	N	015	RESIDENTIA
6/14/2013	104734	0.46	100	200	Y	010	VACANT RE
8/8/2013	798003	0	0	0	N	015	RESIDENTIA
8/8/2013	798004	0	0	0	N	015	RESIDENTIA
8/8/2013	798005	0	0	0	N	015	RESIDENTIA
8/8/2013	798001	0	0	0	N	015	RESIDENTIA
8/8/2013	798010	0	0	0	N	015	RESIDENTIA
8/8/2013	798006	0	0	0	N	011	SINGLE FAM
8/8/2013	798009	0	0	0	N	015	RESIDENTIA
8/8/2013	798008	0	0	0	N	015	RESIDENTIA
8/8/2013	199290	0.14	37	185	Y	010	VACANT RE
8/8/2013	199291	0.11	24	185	Y	010	VACANT RE
9/6/2013	803773	0	0	0	N	015	RESIDENTIA
9/6/2013	803771	0	0	0	N	015	RESIDENTIA
9/6/2013	329626	0.17	50	149	Y	010	VACANT RE
9/17/2013	823641	0	0	0	N	015	RESIDENTIA
9/17/2013	823637	0	0	0	N	015	RESIDENTIA
9/17/2013	101249	0.2	50	183	N	010	VACANT RE
9/17/2013	804420	0	0	0	N	015	RESIDENTIA
9/17/2013	804419	0	0	0	N	015	RESIDENTIA
9/17/2013	101329	0.2	50	178	Y	010	VACANT RE
12/18/2013	832274	0	0	0	N	015	RESIDENTIA
12/18/2013	832276	0	0	0	N	015	RESIDENTIA
12/18/2013	832278	0	0	0	N	015	RESIDENTIA
12/18/2013	832279	0	0	0	N	015	RESIDENTIA
12/18/2013	832280	0	0	0	N	015	RESIDENTIA
12/18/2013	832281	0	0	0	N	015	RESIDENTIA
12/18/2013	832282	0	0	0	N	015	RESIDENTIA
12/18/2013	832284	0	0	0	N	015	RESIDENTIA

12/18/2013	832283	0	0	0	N	015	RESIDENTIA
12/18/2013	832273	0.7	100	296	Y	010	VACANT RE
1/23/2014	848323	0	0	0	N	015	RESIDENTIA
1/23/2014	848321	0	0	0	N	015	RESIDENTIA
1/23/2014	848324	0.2	50	178	Y	010	VACANT RE
3/12/2014	860758	0	0	0	N	015	RESIDENTIA
3/12/2014	860759	0	0	0	N	015	RESIDENTIA
3/12/2014	104568	0.17	50	148	Y	010	VACANT RE
3/12/2014	860756	0	0	0	N	015	RESIDENTIA
3/12/2014	860757	0	0	0	N	015	RESIDENTIA
3/12/2014	105664	0.21	60	150	Y	010	VACANT RE
3/31/2014	865946	0	0	0	N	015	RESIDENTIA
3/31/2014	865947	0	0	0	N	015	RESIDENTIA
3/31/2014	103218	0.17	50	149	Y	010	VACANT RE
3/31/2014	866198	0	0	0	N	015	RESIDENTIA
3/31/2014	866195	0	0	0	N	015	RESIDENTIA
3/31/2014	103200	0.17	50	148	Y	010	VACANT RE
4/9/2014	865795	0	0	0	N	015	RESIDENTIA
4/9/2014	865796	0	0	0	N	015	RESIDENTIA
4/9/2014	101160	0.2	50	184	N	010	VACANT RE
4/28/2014	867569	0	0	0	N	015	RESIDENTIA
4/28/2014	867570	0	0	0	N	015	RESIDENTIA
4/28/2014	104593	0.21	66	101	N	010	VACANT RE
6/5/2014	873236	0	0	0	N	015	RESIDENTIA
6/5/2014	873235	0	0	0	N	015	RESIDENTIA
6/5/2014	190353	0.2	50	168	N	010	VACANT RE
6/11/2014	877304	0	0	0	N	015	RESIDENTIA
6/11/2014	877303	0	0	0	N	015	RESIDENTIA
6/11/2014	102876	0.17	50	148	Y	010	VACANT RE
9/24/2014	906209	0	0	0	N	015	RESIDENTIA
9/24/2014	906210	0	0	0	N	015	RESIDENTIA
9/24/2014	96052	0.14	35	190	Y	010	VACANT RE
9/24/2014	910374	0	0	0	N	015	RESIDENTIA
9/24/2014	910375	0	0	0	N	015	RESIDENTIA
9/24/2014	199220	0.16	35	190	Y	010	VACANT RE
10/3/2014	913145	0	0	0	N	015	RESIDENTIA
10/3/2014	913144	0	0	0	N	015	RESIDENTIA
10/3/2014	103104	0.17	50	148	Y	010	VACANT RE
10/23/2014	916306	0	0	0	N	015	RESIDENTIA
10/23/2014	916305	0	0	0	N	015	RESIDENTIA
10/23/2014	101370	0.2	50	178	Y	010	VACANT RE
10/24/2014	918274	0	0	0	N	015	RESIDENTIA
10/24/2014	918275	0	0	0	N	015	RESIDENTIA
10/24/2014	103797	0.17	50	148	Y	010	VACANT RE
11/4/2014	924634	0	0	0	N	015	RESIDENTIA
11/4/2014	924635	0	0	0	N	015	RESIDENTIA
11/4/2014	101508	0.2	50	178	Y	010	VACANT RE

6/19/2015	926915	0	0	0	N	015	RESIDENTIA
6/19/2015	926914	0	0	0	N	015	RESIDENTIA
6/19/2015	103098	0.17	50	149	Y	010	VACANT RE
1/28/2015	944133	0	0	0	N	015	RESIDENTIA
1/28/2015	944134	0	0	0	N	015	RESIDENTIA
1/28/2015	944135	0	0	0	N	015	RESIDENTIA
1/28/2015	944136	0	0	0	N	015	RESIDENTIA
1/28/2015	944137	0	0	0	N	015	RESIDENTIA
1/28/2015	944138	0	0	0	N	015	RESIDENTIA
1/28/2015	941621	0.15	52	121	N	010	VACANT RE
1/28/2015	941622	0.15	52	121	N	010	VACANT RE
1/28/2015	199289	0.15	53	121	N	010	VACANT RE
1/24/2019	199236	0.09	40	93	N	011	SINGLE FAM
3/11/2015	947653	0	0	0	N	015	RESIDENTIA
3/11/2015	947654	0	0	0	N	015	RESIDENTIA
3/11/2015	101530	0.23	50	191	Y	010	VACANT RE
5/1/2015	961822	0	0	0	N	015	RESIDENTIA
5/1/2015	961823	0	0	0	N	015	RESIDENTIA
5/1/2015	102113	0.23	50	200	Y	010	VACANT RE
5/5/2015	963333	0	0	0	N	015	RESIDENTIA
5/5/2015	963334	0	0	0	N	015	RESIDENTIA
5/5/2015	874223	0.17	50	148	Y	010	VACANT RE
5/6/2015	965265	0	0	0	N	015	RESIDENTIA
5/6/2015	965266	0	0	0	N	015	RESIDENTIA
5/6/2015	103771	0.17	50	148	Y	010	VACANT RE
5/8/2015	996930	0	0	0	N	015	RESIDENTIA
5/8/2015	996929	0	0	0	N	015	RESIDENTIA
5/8/2015	103742	0.17	50	148	Y	010	VACANT RE
5/27/2015	968157	0	0	0	N	015	RESIDENTIA
5/27/2015	968156	0	0	0	N	015	RESIDENTIA
7/1/2015	982850	0	0	0	N	015	RESIDENTIA
7/1/2015	982849	0	0	0	N	015	RESIDENTIA
7/1/2015	104643	0.17	36	150	N	010	VACANT RE
7/1/2015	984146	0	0	0	N	015	RESIDENTIA
7/1/2015	984145	0	0	0	N	015	RESIDENTIA
7/1/2015	102541	0.23	68	150	Y	010	VACANT RE
7/2/2015	979331	0	0	0	N	015	RESIDENTIA
7/2/2015	979332	0	0	0	N	015	RESIDENTIA
7/2/2015	101121	0.2	50	178	Y	010	VACANT RE
7/2/2015	982225	0	0	0	N	015	RESIDENTIA
7/2/2015	982226	0	0	0	N	015	RESIDENTIA
7/2/2015	100879	0.17	40	191	Y	010	VACANT RE
7/10/2015	985091	0	0	0	N	015	RESIDENTIA
7/10/2015	985092	0	0	0	N	015	RESIDENTIA
7/10/2015	104869	0.17	49	150	N	010	VACANT RE
7/27/2015	986053	0	0	0	N	015	RESIDENTIA
7/27/2015	986052	0	0	0	N	015	RESIDENTIA

7/27/2015	106078	0.17	50	150	Y	010	VACANT RE
7/30/2015	987669	0	0	0	N	015	RESIDENTIA
7/30/2015	987670	0	0	0	N	015	RESIDENTIA
7/30/2015	105771	0.22	60	150	Y	010	VACANT RE
8/19/2015	989977	0	0	0	N	015	RESIDENTIA
8/19/2015	989968	0	0	0	N	015	RESIDENTIA
8/19/2015	989971	0	0	0	N	015	RESIDENTIA
8/19/2015	989976	0	0	0	N	015	RESIDENTIA
8/19/2015	989974	0	0	0	N	015	RESIDENTIA
8/19/2015	989970	0	0	0	N	015	RESIDENTIA
8/19/2015	989969	0	0	0	N	015	RESIDENTIA
8/19/2015	989973	0	0	0	N	015	RESIDENTIA
8/19/2015	989972	0	0	0	N	015	RESIDENTIA
8/19/2015	989975	0	0	0	N	015	RESIDENTIA
8/19/2015	199270	0.34	80	190	Y	010	VACANT RE
8/20/2015	994387	0	0	0	N	015	RESIDENTIA
8/20/2015	994388	0	0	0	N	015	RESIDENTIA
8/20/2015	99825	0.23	56	189	Y	010	VACANT RE
8/20/2015	993092	0	0	0	N	015	RESIDENTIA
8/20/2015	993091	0	0	0	N	015	RESIDENTIA
8/20/2015	993089	0	0	0	N	015	RESIDENTIA
8/20/2015	993090	0	0	0	N	015	RESIDENTIA
8/20/2015	104302	0.25	75	143	N	010	VACANT RE
8/20/2015	999201	0.24	75	144	N	010	VACANT RE
5/17/2016	1004440	0	0	0	N	015	RESIDENTIA
5/17/2016	1004441	0	0	0	N	015	RESIDENTIA
5/17/2016	104579	0.17	100	76	N	010	VACANT RE
5/13/2016	1005423	0	0	0	N	015	RESIDENTIA
5/13/2016	1005424	0	0	0	N	015	RESIDENTIA
5/13/2016	1004439	0.17	76	99	N	010	VACANT RE
10/16/2015	1012116	0	0	0	N	015	RESIDENTIA
10/16/2015	1012117	0	0	0	N	015	RESIDENTIA
10/16/2015	103816	0.17	50	148	Y	010	VACANT RE
10/22/2015	1016594	0	0	0	N	015	RESIDENTIA
10/22/2015	1016595	0	0	0	N	015	RESIDENTIA
10/22/2015	102415	0.34	85	168	Y	010	VACANT RE
11/9/2015	1020129	0	0	0	N	015	RESIDENTIA
11/9/2015	1020130	0	0	0	N	015	RESIDENTIA
11/9/2015	103837	0.17	50	148	Y	010	VACANT RE
11/17/2015	1023634	0	0	0	N	015	RESIDENTIA
11/17/2015	1023633	0	0	0	N	015	RESIDENTIA
11/17/2015	103119	0.17	50	149	Y	010	VACANT RE
12/4/2015	1024595	0	0	0	N	015	RESIDENTIA
12/4/2015	1024596	0	0	0	N	015	RESIDENTIA
12/4/2015	1024597	0	0	0	N	015	RESIDENTIA
12/4/2015	1024598	0	0	0	N	015	RESIDENTIA
12/4/2015	1024600	0	0	0	N	015	RESIDENTIA

12/4/2015	1024599	0	0	0	N	015	RESIDENTIA
12/4/2015	1024602	0	0	0	N	015	RESIDENTIA
12/4/2015	1024601	0	0	0	N	011	SINGLE FAM
12/4/2015	106043	0.69	300	100	Y	010	VACANT RE
12/7/2015	1028458	0	0	0	N	015	RESIDENTIA
12/7/2015	1028459	0	0	0	N	015	RESIDENTIA
12/7/2015	1139056	0.2	50	168	Y	010	VACANT RE
12/7/2015	1029752	0	0	0	N	015	RESIDENTIA
12/7/2015	1029751	0	0	0	N	015	RESIDENTIA
12/7/2015	1139042	0.2	50	168	Y	010	VACANT RE
12/10/2015	99741	0.21	50	184	Y	011	SINGLE FAM
1/12/2016	103526	0.11	40	125	Y	011	SINGLE FAM
1/26/2016	1051060	0	0	0	N	015	RESIDENTIA
1/26/2016	1051059	0	0	0	N	015	RESIDENTIA
1/26/2016	102877	0.23	58	175	Y	010	VACANT RE
1/27/2016	99016	0.57	133	189	N	027	DAY CARE C
2/4/2016	1049746	0	0	0	N	015	RESIDENTIA
2/4/2016	1049747	0	0	0	N	015	RESIDENTIA
2/4/2016	100969	0.15	31	191	N	010	VACANT RE
2/22/2016	1050038	0	0	0	N	015	RESIDENTIA
2/22/2016	1050039	0	0	0	N	015	RESIDENTIA
2/22/2016	998868	0.16	50	139	N	010	VACANT RE
2/25/2016	1052676	0	0	0	N	015	RESIDENTIA
2/25/2016	1052673	0	0	0	N	015	RESIDENTIA
2/25/2016	1052675	0.2	50	178	Y	010	VACANT RE
2/29/2016	1055301	0	0	0	N	015	RESIDENTIA
2/29/2016	1055300	0	0	0	N	015	RESIDENTIA
2/29/2016	101290	0.2	50	178	Y	010	VACANT RE
3/3/2016	1055907	0	0	0	N	015	RESIDENTIA
3/3/2016	1055906	0	0	0	N	015	RESIDENTIA
3/3/2016	101623	0.2	50	178	Y	010	VACANT RE
5/16/2017	1058731	0	0	0	N	015	RESIDENTIA
5/16/2017	1058732	0	0	0	N	015	RESIDENTIA
5/16/2017	1055286	0.15	40	165	N	010	VACANT RE
5/16/2017	1061931	0	0	0	N	015	RESIDENTIA
5/16/2017	1061932	0	0	0	N	015	RESIDENTIA
5/16/2017	199234	0.15	40	0	N	010	VACANT RE
3/18/2016	1063129	0	0	0	N	015	RESIDENTIA
3/18/2016	1063130	0	0	0	N	015	RESIDENTIA
3/18/2016	105005	0.17	50	150	N	010	VACANT RE
3/18/2016	1069529	0	0	0	N	015	RESIDENTIA
3/18/2016	1069530	0	0	0	N	015	RESIDENTIA
3/18/2016	104907	0.17	50	150	Y	010	VACANT RE
4/26/2016	1075994	0	0	0	N	015	RESIDENTIA
4/26/2016	1075995	0	0	0	N	015	RESIDENTIA
4/26/2016	104860	0.2	54	161	N	010	VACANT RE
4/15/2016	1078005	0	0	0	Y	015	RESIDENTIA

4/15/2016	1078004	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078007	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078003	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078001	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078008	0	0	0	Y	015	RESIDENTIA
4/15/2016	1078000	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077998	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077992	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077993	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077995	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077996	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077997	0	0	0	Y	015	RESIDENTIA
4/15/2016	1077994	0	0	0	Y	015	RESIDENTIA
3/1/2018	101718	0.59	146	176	N	010	VACANT RE
4/22/2016	1085994	0	0	0	N	015	RESIDENTIA
4/22/2016	1085995	0	0	0	N	015	RESIDENTIA
4/22/2016	105933	0.17	50	150	N	010	VACANT RE
5/25/2016	1102028	0	0	0	N	015	RESIDENTIA
5/25/2016	1102027	0	0	0	N	015	RESIDENTIA
5/25/2016	104553	0.17	50	150	N	010	VACANT RE
5/26/2016	1098060	0	0	0	N	015	RESIDENTIA
5/26/2016	1098059	0	0	0	N	015	RESIDENTIA
5/26/2016	103612	0.17	50	151	N	010	VACANT RE
5/27/2016	1095653	0	0	0	N	015	RESIDENTIA
5/27/2016	1095652	0	0	0	N	015	RESIDENTIA
5/27/2016	1168756	0.17	50	151	N	010	VACANT RE
6/27/2016	1114032	0	0	0	N	015	RESIDENTIA
6/27/2016	1114033	0	0	0	N	015	RESIDENTIA
6/27/2016	105969	0.17	50	150	N	010	VACANT RE
6/27/2016	1108844	0	0	0	N	015	RESIDENTIA
6/27/2016	1108843	0	0	0	N	015	RESIDENTIA
6/27/2016	1108842	0.28	50	205	N	010	VACANT RE
6/27/2016	1110038	0	0	0	N	015	RESIDENTIA
6/27/2016	1110037	0	0	0	N	015	RESIDENTIA
6/27/2016	189891	0.28	71	200	N	010	VACANT RE
7/5/2016	1114870	0	0	0	N	015	RESIDENTIA
7/5/2016	1114869	0	0	0	N	015	RESIDENTIA
7/5/2016	106030	0.25	55	212	N	010	VACANT RE
7/14/2016	1114451	0	0	0	N	015	RESIDENTIA
7/14/2016	1114450	0	0	0	N	015	RESIDENTIA
7/14/2016	1114452	0	0	0	N	015	RESIDENTIA
7/14/2016	1114454	0	0	0	N	015	RESIDENTIA
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7/14/2016	1114455	0	0	0	N	015	RESIDENTIA
7/14/2016	1114457	0	0	0	N	015	RESIDENTIA
7/14/2016	1114458	0	0	0	N	015	RESIDENTIA
7/14/2016	1114459	0	0	0	N	015	RESIDENTIA

7/14/2016	1114456	0	0	0	N	015	RESIDENTIA
7/14/2016	1114460	0	0	0	N	015	RESIDENTIA
7/14/2016	1114461	0	0	0	N	015	RESIDENTIA
7/14/2016	1114462	0	0	0	N	015	RESIDENTIA
7/14/2016	1114465	0	0	0	N	015	RESIDENTIA
7/14/2016	1114463	0	0	0	N	015	RESIDENTIA
7/14/2016	1114464	0	0	0	N	015	RESIDENTIA
2/23/2018	99916	0.7	169	183	N	010	VACANT RE
7/29/2016	1123173	0	0	0	N	015	RESIDENTIA
7/29/2016	1123175	0	0	0	N	015	RESIDENTIA
7/29/2016	106333	0.2	64	150	N	010	VACANT RE
8/8/2016	1130000	0	0	0	N	015	RESIDENTIA
8/8/2016	1130001	0	0	0	N	015	RESIDENTIA
8/8/2016	1168758	0.17	50	150	N	010	VACANT RE
8/18/2016	1133676	0	0	0	N	015	RESIDENTIA
8/18/2016	1133675	0	0	0	N	015	RESIDENTIA
8/18/2016	105781	0.17	50	150	N	010	VACANT RE
9/12/2016	1139059	0	0	0	N	015	RESIDENTIA
9/12/2016	1139058	0	0	0	N	015	RESIDENTIA
9/12/2016	1139046	0.2	50	168	N	010	VACANT RE
10/12/2016	1154460	0	0	0	N	015	RESIDENTIA
10/12/2016	1154459	0	0	0	N	015	RESIDENTIA
10/12/2016	101944	0.2	50	168	N	010	VACANT RE
10/31/2016	1153255	0	0	0	N	015	RESIDENTIA
10/31/2016	1153256	0	0	0	N	015	RESIDENTIA
10/31/2016	102915	0.17	50	148	N	010	VACANT RE
12/1/2016	1167610	0	0	0	N	015	RESIDENTIA
12/1/2016	1167611	0	0	0	N	015	RESIDENTIA
12/1/2016	102283	0.2	58	150	N	010	VACANT RE
12/2/2016	1166768	0	0	0	N	015	RESIDENTIA
12/2/2016	1166767	0	0	0	N	015	RESIDENTIA
12/2/2016	102435	0.17	50	150	N	010	VACANT RE
5/29/2019	1168751	0	0	0	N	015	RESIDENTIA
5/29/2019	1168752	0	0	0	N	015	RESIDENTIA
12/9/2016	105079	0.23	71	156	N	010	VACANT RE
12/27/2016	105261	0.17	50	150	N	010	VACANT RE
2/9/2017	102002	0.18	50	167	N	010	VACANT RE
2/21/2017	104007	0.17	49	153	N	010	VACANT RE
3/8/2017	102386	0.2	50	168	N	010	VACANT RE
4/6/2018	1139044	0.2	51	167	N	010	VACANT RE
4/4/2017	98630	0.2	70	128	N	010	VACANT RE
4/4/2017	104859	0.17	50	150	N	010	VACANT RE
4/4/2017	104757	0.17	50	150	N	010	VACANT RE
5/4/2017	98618	0.14	50	120	N	010	VACANT RE
5/11/2017	102232	0.2	50	168	N	010	VACANT RE
5/11/2017	103264	0.17	50	148	N	010	VACANT RE
5/22/2017	102854	0.17	50	149	N	010	VACANT RE

5/22/2017	97865	0.16	50	139	N	010	VACANT RE
5/24/2017	199293	0.13	40	150	N	010	VACANT RE
6/5/2017	97558	0.16	69	114	N	010	VACANT RE
6/26/2017	104199	0.18	52	146	N	010	VACANT RE
6/6/2017	102888	0.2	50	175	N	010	VACANT RE
6/27/2017	105205	0.17	50	150	N	010	VACANT RE
6/28/2017	105301	0.17	50	150	N	010	VACANT RE
11/30/2017	104024	1.21	177	286	N	010	VACANT RE
9/6/2017	104173	0.21	51	180	N	010	VACANT RE
12/12/2017	105860	0.18	50	156	N	010	VACANT RE
10/20/2017	103087	0.23	50	200	N	010	VACANT RE
11/13/2017	102241	0.2	50	168	N	010	VACANT RE
11/30/2018	1139041	0.2	50	166	N	010	VACANT RE
11/20/2017	101101	0.23	50	191	N	010	VACANT RE
11/20/2017	103679	0.17	50	151	N	010	VACANT RE
1/17/2018	103729	0.17	50	148	N	010	VACANT RE
1/18/2018	105932	0.26	50	215	N	010	VACANT RE
2/5/2018	103594	0.17	50	148	N	010	VACANT RE
2/9/2018	105784	0.17	50	148	N	010	VACANT RE
2/15/2018	101448	0.23	50	191	N	010	VACANT RE
4/26/2018	105128	0.23	100	100	N	010	VACANT RE
8/22/2018	199143	0.17	36	190	N	010	VACANT RE
1/29/2019	103250	0.16	45	153	N	010	VACANT RE
7/27/2018	98897	0.1	35	125	N	011	SINGLE FAM
7/24/2018	105844	0.22	45	220	N	010	VACANT RE
11/21/2018	100989	0.21	50	185	N	010	VACANT RE
12/6/2018	102461	0.19	50	163	N	010	VACANT RE
12/30/2018	102523	0.61	257	160	N	010	VACANT RE
1/31/2019	97337	0.18	50	160	N	010	VACANT RE
2/7/2019	104376	0.21	50	180	N	010	VACANT RE
2/22/2019	105334	0.15	75	85	N	010	VACANT RE
4/3/2019	416524	0.17	50	151	N	010	VACANT RE
4/3/2019	184428	0.17	50	151	N	010	VACANT RE
10/15/2019	98504	0.12	50	117	N	010	VACANT RE
10/18/2019	97397	0.18	50	158	N	010	VACANT RE
7/11/2019	97385	0.18	50	159	N	010	VACANT RE
6/7/2019	105816	0.18	50	153	N	010	VACANT RE
9/24/2019	104277	0.21	51	180	N	010	VACANT RE
10/23/2019	98875	0.17	50	150	N	010	VACANT RE
12/31/2019	103688	0.17	50	150	N	010	VACANT RE
1/13/2020	103196	0.26	75	156	N	<Null>	<Null>
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6/9/2020	102348	0.2	50	168	N	<Null>	<Null>
7/10/2020	104451	0.18	30	150	N	<Null>	<Null>
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12/30/2020	97960	0.15	50	129	N	<Null>	<Null>
12/30/2020	98232	0.16	50	139	N	<Null>	<Null>
8/1/1919	1422764	0.13	40	147	Y	010	VACANT RE
8/1/1919	1422767	0.14	40	147	Y	010	VACANT RE
11/10/1924	1422780	0.07	40	77	Y	010	VACANT RE
8/16/1983	1335961	0.06	16	175	Y	010	VACANT RE
1/17/2019	1533241	0.23	70	155	N	010	VACANT RE
8/26/1937	1223343	0.21	50	148	Y	011	SINGLE FAM
1/17/2019	1533239	0.2	57	154	Y	014	QUADPLEX
11/2/1943	1249714	0.13	32	190	Y	011	SINGLE FAM
3/21/1944	1421990	0.18	50	160	Y	091	CHURCH
2/14/2018	1533251	0.1	36	119	Y	011	SINGLE FAM
10/3/1945	1422772	0.13	40	147	Y	011	SINGLE FAM
2/2/1946	1421965	0.29	85	200	N	011	SINGLE FAM
8/27/1946	1223355	0.17	50	148	Y	011	SINGLE FAM
8/9/1947	1421991	0.18	50	160	Y	011	SINGLE FAM
10/9/1947	1421956	0.15	38	160	Y	011	SINGLE FAM
10/30/1947	1421950	0.15	50	160	Y	011	SINGLE FAM
5/15/1948	1223353	0.17	50	148	Y	012	DUPLEX
1/25/1951	1249713	0.15	32	190	Y	011	SINGLE FAM
7/10/1951	1421953	0.13	38	160	Y	011	SINGLE FAM
4/30/1953	1249719	0.23	60	190	Y	011	SINGLE FAM
8/24/1953	1422775	0.27	80	147	Y	012	DUPLEX
1/24/2019	1534027	0.09	40	91	N	011	SINGLE FAM
2/14/2018	1533248	0.1	36	119	Y	011	SINGLE FAM
2/11/1956	1223346	0.17	50	148	Y	011	SINGLE FAM
4/30/1956	1538526	0.3	77	174	N	011	SINGLE FAM
8/2/2011	1538465	0.69	177	174	N	011	SINGLE FAM
8/5/1957	1421964	0.11	50	130	N	010	VACANT RE
3/22/2010	1223356	0.17	50	146	N	012	DUPLEX
10/21/1958	1421989	0.18	50	160	Y	048	PARKING LC
12/5/1958	1425564	0.17	56	120	N	011	SINGLE FAM
9/24/1959	1421949	0.18	50	160	Y	011	SINGLE FAM
6/14/1960	1533245	0.12	44	120	Y	011	SINGLE FAM
6/15/1961	1421996	0.16	91	78	N	011	SINGLE FAM

3/27/1962	1272743	0.2	50	168	Y	011	SINGLE FAM
10/29/1962	1538479	0.2	50	168	Y	011	SINGLE FAM
10/29/1963	1421961	0.18	50	160	Y	013	TRIPLEX
12/18/1963	1330080	0.14	33	188	Y	011	SINGLE FAM
8/17/1964	1537709	0.23	50	200	Y	014	QUADPLEX
10/14/1964	1223349	0.17	50	148	Y	011	SINGLE FAM
10/22/1964	1168760	0.17	50	150	Y	012	DUPLEX
3/22/1965	1223354	0.17	50	148	Y	011	SINGLE FAM
8/26/1966	1168763	0.17	50	150	Y	011	SINGLE FAM
8/30/1966	1421988	0.13	72	71	N	012	DUPLEX
12/13/1967	1223351	0.17	50	148	Y	011	SINGLE FAM
12/30/2020	1828293	0.05	16	129	N	010	VACANT RE
7/11/1968	1223347	0.17	50	148	Y	011	SINGLE FAM
8/20/1968	1330075	0.21	50	188	Y	011	SINGLE FAM
8/20/1968	1421947	0.18	50	160	Y	019	RESIDENTIA
12/13/1969	1421966	0.14	50	140	N	010	VACANT RE
12/13/1969	1421976	0.13	60	130	N	010	VACANT RE
2/19/1970	1208844	0.35	76	190	Y	010	VACANT RE
1/4/1971	1533237	0.11	39	120	Y	012	DUPLEX
1/9/1971	1168765	0.18	50	150	Y	011	SINGLE FAM
4/6/1972	1421959	0.13	38	160	Y	011	SINGLE FAM
4/12/1972	1421951	0.18	50	160	Y	011	SINGLE FAM
4/18/1972	1168761	0.17	50	150	Y	012	DUPLEX
1/2/1986	1421962	0.18	50	160	Y	011	SINGLE FAM
6/19/1972	1330077	0.26	60	188	Y	011	SINGLE FAM
8/7/1972	1421948	0.18	50	160	Y	011	SINGLE FAM
1/5/1973	1421946	0.41	97	130	N	012	DUPLEX
2/2/1973	1272739	0.2	50	168	Y	011	SINGLE FAM
7/25/1973	1168762	0.17	50	150	Y	011	SINGLE FAM
8/8/1973	1422769	0.06	40	70	Y	010	VACANT RE
3/16/1974	1425567	0.11	40	125	Y	011	SINGLE FAM
3/23/1974	1168764	0.17	50	150	Y	011	SINGLE FAM
7/25/1974	1272741	0.2	50	168	Y	011	SINGLE FAM
10/28/1974	1330078	0.34	80	188	Y	032	OFFICE BLD
11/1/1974	1421967	0.18	50	160	Y	011	SINGLE FAM
2/25/2000	1330074	4.13	0	0	N	093	SCHOOL OR
1/25/1980	1223352	0.17	50	151	Y	012	DUPLEX
3/22/2010	1223357	0.17	50	146	N	012	DUPLEX
3/22/2010	1223345	0.17	50	146	N	012	DUPLEX
3/18/2013	1538473	0.2	50	168	Y	010	VACANT RE
5/27/2015	1538582	0.17	50	150	Y	010	VACANT RE
12/4/2017	1330084	0	0	0	N	015	RESIDENTIA
12/4/2017	1330085	0	0	0	N	015	RESIDENTIA
12/4/2017	1330086	0	0	0	N	015	RESIDENTIA
12/4/2017	1330083	0	0	0	N	015	RESIDENTIA
12/4/2017	1330087	0	0	0	N	015	RESIDENTIA
12/4/2017	1330089	0	0	0	N	015	RESIDENTIA

12/4/2017	1330090	0	0	0	N	015	RESIDENTIA
12/4/2017	1330091	0	0	0	N	015	RESIDENTIA
12/4/2017	1330088	0	0	0	N	015	RESIDENTIA
12/4/2017	1330097	0	0	0	N	015	RESIDENTIA
12/4/2017	1330098	0	0	0	N	015	RESIDENTIA
12/4/2017	1330096	0	0	0	N	015	RESIDENTIA
12/4/2017	1330092	0	0	0	N	015	RESIDENTIA
12/4/2017	1330095	0	0	0	N	015	RESIDENTIA
12/4/2017	1330094	0	0	0	N	015	RESIDENTIA
12/4/2017	1330093	0	0	0	N	015	RESIDENTIA
12/4/2017	1330082	0.79	187	0	N	010	VACANT RE
5/29/2019	1168767	0.17	37	150	N	010	VACANT RE
12/9/2016	1170766	0	0	0	N	015	RESIDENTIA
12/9/2016	1170765	0	0	0	N	015	RESIDENTIA
12/27/2016	1175132	0	0	0	N	015	RESIDENTIA
12/27/2016	1175131	0	0	0	N	015	RESIDENTIA
2/9/2017	1196879	0	0	0	N	015	RESIDENTIA
2/9/2017	1196878	0	0	0	N	015	RESIDENTIA
2/9/2017	1252107	0.2	58	150	N	010	VACANT RE
2/9/2017	1196414	0	0	0	N	015	RESIDENTIA
2/9/2017	1196415	0	0	0	N	015	RESIDENTIA
2/21/2017	1198590	0	0	0	N	015	RESIDENTIA
2/21/2017	1198591	0	0	0	N	015	RESIDENTIA
3/8/2017	1204429	0	0	0	N	015	RESIDENTIA
3/8/2017	1204430	0	0	0	N	015	RESIDENTIA
3/16/2017	1208849	0	0	0	N	015	RESIDENTIA
3/16/2017	1208850	0	0	0	N	015	RESIDENTIA
3/16/2017	1208845	0.16	34	190	N	010	VACANT RE
4/6/2018	1211735	0	0	0	N	015	RESIDENTIA
4/6/2018	1378953	0	0	0	N	015	RESIDENTIA
4/4/2017	1270748	0	0	0	N	015	RESIDENTIA
4/4/2017	1270749	0	0	0	N	015	RESIDENTIA
4/4/2017	1216130	0	0	0	N	015	RESIDENTIA
4/4/2017	1216129	0	0	0	N	015	RESIDENTIA
4/4/2017	1216128	0	0	0	N	015	RESIDENTIA
4/4/2017	1216127	0	0	0	N	015	RESIDENTIA
4/19/2017	1223360	0	0	0	N	015	RESIDENTIA
4/19/2017	1223361	0	0	0	N	015	RESIDENTIA
4/19/2017	1223359	0.17	50	151	N	010	VACANT RE
4/21/2017	1225396	0	0	0	N	015	RESIDENTIA
4/21/2017	1225397	0	0	0	N	015	RESIDENTIA
4/21/2017	1422013	0.18	50	160	N	010	VACANT RE
5/1/2017	1226597	0.19	50	168	N	010	VACANT RE
5/4/2017	1230999	0	0	0	N	015	RESIDENTIA
5/4/2017	1231000	0	0	0	N	015	RESIDENTIA
5/11/2017	1233401	0	0	0	N	015	RESIDENTIA
5/11/2017	1233402	0	0	0	N	015	RESIDENTIA

5/11/2017	1235230	0	0	0	N	015	RESIDENTIA
5/11/2017	1235231	0	0	0	N	015	RESIDENTIA
5/22/2017	1237437	0	0	0	N	015	RESIDENTIA
5/22/2017	1237436	0	0	0	N	015	RESIDENTIA
5/22/2017	1238312	0	0	0	N	015	RESIDENTIA
5/22/2017	1238311	0	0	0	N	015	RESIDENTIA
5/24/2017	1239471	0	0	0	N	015	RESIDENTIA
5/24/2017	1239472	0	0	0	N	015	RESIDENTIA
6/5/2017	1243090	0	0	0	N	015	RESIDENTIA
6/5/2017	1243091	0	0	0	N	015	RESIDENTIA
6/26/2017	1243092	0	0	0	N	015	RESIDENTIA
6/26/2017	1243093	0	0	0	N	015	RESIDENTIA
6/6/2017	1243101	0	0	0	N	011	SINGLE FAM
6/6/2017	1243102	0	0	0	N	015	RESIDENTIA
12/28/2018	1249723	0	0	0	N	015	RESIDENTIA
12/28/2018	1249724	0	0	0	N	015	RESIDENTIA
12/28/2018	1249726	0	0	0	Y	015	RESIDENTIA
12/28/2018	1249725	0	0	0	Y	015	RESIDENTIA
12/28/2018	1249717	0.15	33	177	N	010	VACANT RE
6/19/2017	1250493	0	0	0	N	015	RESIDENTIA
6/19/2017	1250492	0	0	0	N	015	RESIDENTIA
6/19/2017	1223348	0.17	50	148	N	010	VACANT RE
6/27/2017	1538533	0	0	0	N	015	RESIDENTIA
6/27/2017	1252906	0	0	0	N	015	RESIDENTIA
6/27/2017	1538523	0.15	39	174	N	010	VACANT RE
6/27/2017	1254092	0	0	0	N	015	RESIDENTIA
6/27/2017	1538536	0	0	0	N	015	RESIDENTIA
6/27/2017	1538519	0.15	39	174	N	010	VACANT RE
6/27/2017	1255293	0	0	0	N	011	SINGLE FAM
6/27/2017	1255294	0	0	0	N	010	VACANT RE
6/28/2017	1255348	0	0	0	N	011	SINGLE FAM
6/28/2017	1255349	0	0	0	N	010	VACANT RE
11/30/2017	1330856	0	0	0	N	011	SINGLE FAM
11/30/2017	1330857	0	0	0	N	011	SINGLE FAM
11/30/2017	1330858	0	0	0	N	011	SINGLE FAM
11/30/2017	1330859	0	0	0	N	011	SINGLE FAM
11/30/2017	1330860	0	0	0	N	011	SINGLE FAM
11/30/2017	1330861	0	0	0	N	011	SINGLE FAM
11/30/2017	1330862	0	0	0	N	011	SINGLE FAM
11/30/2017	1330865	0	0	0	N	015	RESIDENTIA
11/30/2017	1330866	0	0	0	N	015	RESIDENTIA
11/30/2017	1330867	0	0	0	N	015	RESIDENTIA
11/30/2017	1330868	0	0	0	N	015	RESIDENTIA
11/30/2017	1330869	0	0	0	N	015	RESIDENTIA
11/30/2017	1330870	0	0	0	N	015	RESIDENTIA
11/30/2017	1330871	0	0	0	N	015	RESIDENTIA
11/30/2017	1330864	0	0	0	N	015	RESIDENTIA

11/30/2017	1330886	0	0	0	N	015	RESIDENTIA
11/30/2017	1330887	0	0	0	N	015	RESIDENTIA
11/30/2017	1330888	0	0	0	N	015	RESIDENTIA
11/30/2017	1330890	0	0	0	N	011	SINGLE FAM
11/30/2017	1330892	0	0	0	N	015	RESIDENTIA
11/30/2017	1330893	0	0	0	N	015	RESIDENTIA
11/30/2017	1330894	0	0	0	N	015	RESIDENTIA
11/30/2017	1330891	0	0	0	N	015	RESIDENTIA
11/30/2017	1330895	0	0	0	N	015	RESIDENTIA
11/30/2017	1328905	0.76	104	289	N	010	VACANT RE
7/31/2017	1272746	0	0	0	N	011	SINGLE FAM
7/31/2017	1272747	0	0	0	N	015	RESIDENTIA
7/31/2017	1272738	0.2	50	167	N	010	VACANT RE
9/6/2017	1293761	0	0	0	N	015	RESIDENTIA
9/6/2017	1293760	0	0	0	N	015	RESIDENTIA
12/12/2017	1334100	0	0	0	N	015	RESIDENTIA
12/12/2017	1334101	0	0	0	N	015	RESIDENTIA
10/20/2017	1314808	0	0	0	N	015	RESIDENTIA
10/20/2017	1314809	0	0	0	N	015	RESIDENTIA
11/1/2017	1538581	0.98	172	250	N	010	VACANT RE
11/10/2017	1322438	0	0	0	N	015	RESIDENTIA
11/10/2017	1322437	0	0	0	N	015	RESIDENTIA
11/10/2017	1322445	0	0	0	N	015	RESIDENTIA
11/10/2017	1322439	0	0	0	N	015	RESIDENTIA
11/10/2017	1322444	0	0	0	N	015	RESIDENTIA
11/10/2017	1322443	0	0	0	N	015	RESIDENTIA
11/10/2017	1322442	0	0	0	N	015	RESIDENTIA
11/10/2017	1322441	0	0	0	N	015	RESIDENTIA
11/10/2017	1322440	0	0	0	N	015	RESIDENTIA
11/10/2017	1322447	0	0	0	N	015	RESIDENTIA
11/10/2017	1322446	0	0	0	N	015	RESIDENTIA
11/10/2017	1332133	0	0	0	N	015	RESIDENTIA
11/10/2017	1332132	0	0	0	N	015	RESIDENTIA
11/10/2017	1332101	0	0	0	N	015	RESIDENTIA
11/10/2017	1332106	0	0	0	N	015	RESIDENTIA
11/10/2017	1332105	0	0	0	N	015	RESIDENTIA
11/10/2017	1332104	0	0	0	N	015	RESIDENTIA
11/10/2017	1332103	0	0	0	N	015	RESIDENTIA
11/10/2017	1332102	0	0	0	N	015	RESIDENTIA
11/10/2017	1332135	0	0	0	N	015	RESIDENTIA
11/10/2017	1332134	0	0	0	N	015	RESIDENTIA
11/10/2017	1332112	0	0	0	N	015	RESIDENTIA
11/10/2017	1332113	0	0	0	N	015	RESIDENTIA
11/10/2017	1332114	0	0	0	N	015	RESIDENTIA
11/10/2017	1332115	0	0	0	N	015	RESIDENTIA
11/10/2017	1332116	0	0	0	N	015	RESIDENTIA
11/10/2017	1332117	0	0	0	N	015	RESIDENTIA

11/10/2017	1332123	0	0	0	N	015	RESIDENTIA
11/10/2017	1332125	0	0	0	N	015	RESIDENTIA
11/10/2017	1332126	0	0	0	N	015	RESIDENTIA
11/10/2017	1332127	0	0	0	N	015	RESIDENTIA
11/10/2017	1332128	0	0	0	N	015	RESIDENTIA
11/10/2017	1332107	0	0	0	N	015	RESIDENTIA
11/10/2017	1332118	0	0	0	N	015	RESIDENTIA
11/13/2017	1323642	0	0	0	N	015	RESIDENTIA
11/13/2017	1323643	0	0	0	N	015	RESIDENTIA
11/14/2017	1326857	0	0	0	N	015	RESIDENTIA
11/14/2017	1326858	0	0	0	N	015	RESIDENTIA
11/20/2017	1327626	0	0	0	N	011	SINGLE FAM
11/20/2017	1327627	0	0	0	N	011	SINGLE FAM
11/20/2017	1331655	0	0	0	N	015	RESIDENTIA
11/20/2017	1331656	0	0	0	N	015	RESIDENTIA
11/20/2017	1331260	0	0	0	N	015	RESIDENTIA
11/20/2017	1331259	0	0	0	N	015	RESIDENTIA
11/20/2017	1328860	0.17	50	151	N	010	VACANT RE
1/17/2018	1360578	0	0	0	N	015	RESIDENTIA
1/17/2018	1330863	0	0	0	N	015	RESIDENTIA
1/17/2018	1360580	0	0	0	N	015	RESIDENTIA
1/17/2018	1360579	0	0	0	N	015	RESIDENTIA
1/17/2018	1360582	0	0	0	N	015	RESIDENTIA
1/17/2018	1360581	0	0	0	N	015	RESIDENTIA
1/17/2018	1360584	0	0	0	N	015	RESIDENTIA
1/17/2018	1360583	0	0	0	N	015	RESIDENTIA
1/17/2018	1360586	0	0	0	N	015	RESIDENTIA
1/17/2018	1360585	0	0	0	N	015	RESIDENTIA
1/17/2018	1360587	0	0	0	N	015	RESIDENTIA
1/17/2018	1360589	0	0	0	N	015	RESIDENTIA
1/17/2018	1330889	0	0	0	N	015	RESIDENTIA
1/17/2018	1360591	0	0	0	N	015	RESIDENTIA
1/17/2018	1360590	0	0	0	N	015	RESIDENTIA
1/17/2018	1360593	0	0	0	N	015	RESIDENTIA
1/17/2018	1360592	0	0	0	N	015	RESIDENTIA
1/17/2018	1360595	0	0	0	N	015	RESIDENTIA
1/17/2018	1360594	0	0	0	N	015	RESIDENTIA
1/17/2018	1360596	0	0	0	N	015	RESIDENTIA
1/17/2018	1360599	0	0	0	N	015	RESIDENTIA
1/17/2018	1360597	0	0	0	N	015	RESIDENTIA
1/17/2018	1362525	0	0	0	N	015	RESIDENTIA
1/17/2018	1362526	0	0	0	N	015	RESIDENTIA
1/18/2018	1360955	0	0	0	N	036	CONDOMIN
1/18/2018	1330076	0	0	0	N	036	CONDOMIN
1/18/2018	1360949	0	0	0	N	015	RESIDENTIA
1/18/2018	1360956	0	0	0	N	015	RESIDENTIA
1/18/2018	1360950	0	0	0	N	015	RESIDENTIA

1/18/2018	1360957	0	0	0	N	015	RESIDENTIA
1/18/2018	1360948	0.21	50	188	N	010	VACANT RE
1/18/2018	1360603	0	0	0	N	015	RESIDENTIA
1/18/2018	1360604	0	0	0	N	015	RESIDENTIA
2/5/2018	1363873	0	0	0	N	015	RESIDENTIA
2/5/2018	1363874	0	0	0	N	015	RESIDENTIA
2/9/2018	1365404	0	0	0	N	015	RESIDENTIA
2/9/2018	1365405	0	0	0	N	015	RESIDENTIA
2/15/2018	1365797	0	0	0	N	015	RESIDENTIA
2/15/2018	1365798	0	0	0	N	015	RESIDENTIA
3/27/2018	1373221	0	0	0	N	015	RESIDENTIA
3/27/2018	1373222	0	0	0	N	015	RESIDENTIA
3/27/2018	1223350	0.17	50	148	N	010	VACANT RE
4/26/2018	1387628	0	0	0	N	015	RESIDENTIA
4/26/2018	1387629	0	0	0	N	015	RESIDENTIA
5/30/2018	1409805	0	0	0	N	015	RESIDENTIA
5/30/2018	1409806	0	0	0	N	015	RESIDENTIA
1/29/2019	1420043	0	0	0	N	015	RESIDENTIA
1/29/2019	1420044	0	0	0	N	015	RESIDENTIA
1/31/2019	1412188	0	0	0	N	015	RESIDENTIA
1/31/2019	1412189	0	0	0	N	015	RESIDENTIA
1/31/2019	1336014	0.16	45	153	N	010	VACANT RE
6/28/2018	1425598	0	0	0	N	015	RESIDENTIA
6/28/2018	1425599	0	0	0	N	015	RESIDENTIA
6/28/2018	1425562	0.17	64	118	N	010	VACANT RE
7/24/2018	1434523	0	0	0	N	015	RESIDENTIA
7/24/2018	1434525	0	0	0	N	015	RESIDENTIA
5/9/2019	1437745	0	0	0	N	015	RESIDENTIA
5/9/2019	1437746	0	0	0	N	015	RESIDENTIA
5/9/2019	1422799	0.29	71	142	N	010	VACANT RE
2/20/2019	1539266	0	0	0	N	015	RESIDENTIA
2/20/2019	1539267	0	0	0	N	015	RESIDENTIA
2/20/2019	1421968	0.18	50	160	N	010	VACANT RE
12/28/2018	1498339	0.15	33	177	N	010	VACANT RE
11/21/2018	1503053	0	0	0	N	015	RESIDENTIA
11/21/2018	1503052	0	0	0	N	015	RESIDENTIA
12/6/2018	1507059	0	0	0	N	010	VACANT RE
12/6/2018	1507060	0	0	0	N	011	SINGLE FAM
12/30/2018	1515516	0	0	0	N	015	RESIDENTIA
12/30/2018	1515517	0	0	0	N	015	RESIDENTIA
12/30/2018	1515518	0	0	0	N	015	RESIDENTIA
12/30/2018	1515521	0	0	0	N	015	RESIDENTIA
12/30/2018	1515522	0	0	0	N	015	RESIDENTIA
12/30/2018	1515523	0	0	0	N	015	RESIDENTIA
12/30/2018	1515524	0	0	0	N	015	RESIDENTIA
12/30/2018	1515525	0	0	0	N	015	RESIDENTIA
12/30/2018	1515526	0	0	0	N	015	RESIDENTIA

10/20/2020	1516771	0	0	0	N	010	VACANT RE
10/20/2020	1516773	0	0	0	N	010	VACANT RE
10/20/2020	1516775	0	0	0	N	010	VACANT RE
10/20/2020	1516777	0	0	0	N	010	VACANT RE
10/20/2020	1516776	0	0	0	N	010	VACANT RE
10/20/2020	1516779	0	0	0	N	010	VACANT RE
10/20/2020	1516780	0	0	0	N	010	VACANT RE
10/20/2020	1516781	0	0	0	N	010	VACANT RE
10/20/2020	1516782	0	0	0	N	010	VACANT RE
10/20/2020	1516783	0	0	0	N	010	VACANT RE
10/20/2020	1516784	0	0	0	N	010	VACANT RE
10/20/2020	1516785	0	0	0	N	010	VACANT RE
10/20/2020	1516786	0	0	0	N	010	VACANT RE
10/20/2020	1516787	0	0	0	N	010	VACANT RE
10/20/2020	1516788	0	0	0	N	010	VACANT RE
10/20/2020	1516789	0	0	0	N	010	VACANT RE
10/20/2020	1516790	0	0	0	N	010	VACANT RE
10/20/2020	1516791	0	0	0	N	010	VACANT RE
10/20/2020	1514715	0.29	101	160	N	010	VACANT RE
1/31/2019	1533704	0	0	0	N	015	RESIDENTIA
1/31/2019	1533705	0	0	0	N	015	RESIDENTIA
2/7/2019	1533263	0	0	0	N	015	RESIDENTIA
2/7/2019	1533262	0	0	0	N	015	RESIDENTIA
2/22/2019	1540225	0	0	0	N	015	RESIDENTIA
2/22/2019	1540226	0	0	0	N	015	RESIDENTIA
2/22/2019	1539268	0	0	0	N	015	RESIDENTIA
2/22/2019	1539269	0	0	0	N	015	RESIDENTIA
2/22/2019	1533894	0.15	75	85	N	010	VACANT RE
4/3/2019	1564798	0	0	0	N	015	RESIDENTIA
4/3/2019	1564799	0	0	0	N	015	RESIDENTIA
4/3/2019	1562795	0	0	0	N	015	RESIDENTIA
4/3/2019	1562796	0	0	0	N	015	RESIDENTIA
5/8/2019	1580320	0	0	0	N	015	RESIDENTIA
5/8/2019	1580321	0	0	0	N	015	RESIDENTIA
5/9/2019	1581311	0	0	0	N	015	RESIDENTIA
5/9/2019	1581310	0	0	0	N	015	RESIDENTIA
5/16/2019	1587292	0	0	0	N	015	RESIDENTIA
5/16/2019	1587293	0	0	0	N	015	RESIDENTIA
5/29/2019	1584177	0	0	0	N	015	RESIDENTIA
5/29/2019	1584178	0	0	0	N	015	RESIDENTIA
6/7/2019	1593793	0	0	0	N	011	SINGLE FAN
6/7/2019	1593794	0	0	0	N	010	VACANT RE
7/10/2019	1611120	0	0	0	N	015	RESIDENTIA
7/10/2019	1611121	0	0	0	N	015	RESIDENTIA
7/10/2019	1421955	0.13	38	160	N	010	VACANT RE
9/24/2019	1618540	0	0	0	N	015	RESIDENTIA
9/24/2019	1618541	0	0	0	N	015	RESIDENTIA

10/23/2019	1652521	0	0	0	N	011	SINGLE FAM
10/23/2019	1652522	0	0	0	N	011	SINGLE FAM
12/6/2019	1679762	0.12	31	162	N	010	VACANT RE
12/31/2019	1674718	0	0	0	N	011	SINGLE FAM
12/31/2019	1674719	0	0	0	N	010	VACANT RE
1/13/2020	1695001	0	0	0	N	<Null>	<Null>
1/13/2020	1695002	0	0	0	N	<Null>	<Null>
1/13/2020	1696791	0.14	40	148	Y	<Null>	<Null>
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3/6/2020	1707239	0	0	0	N	<Null>	<Null>
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3/8/2020	1708056	0	0	0	N	<Null>	<Null>
3/9/2020	1710462	0	0	0	N	<Null>	<Null>
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3/9/2020	1712857	0	0	0	N	<Null>	<Null>
3/9/2020	1712858	0	0	0	N	<Null>	<Null>
3/9/2020	1710460	0.1	30	150	N	<Null>	<Null>
10/23/2020	1712458	0	0	0	N	<Null>	<Null>
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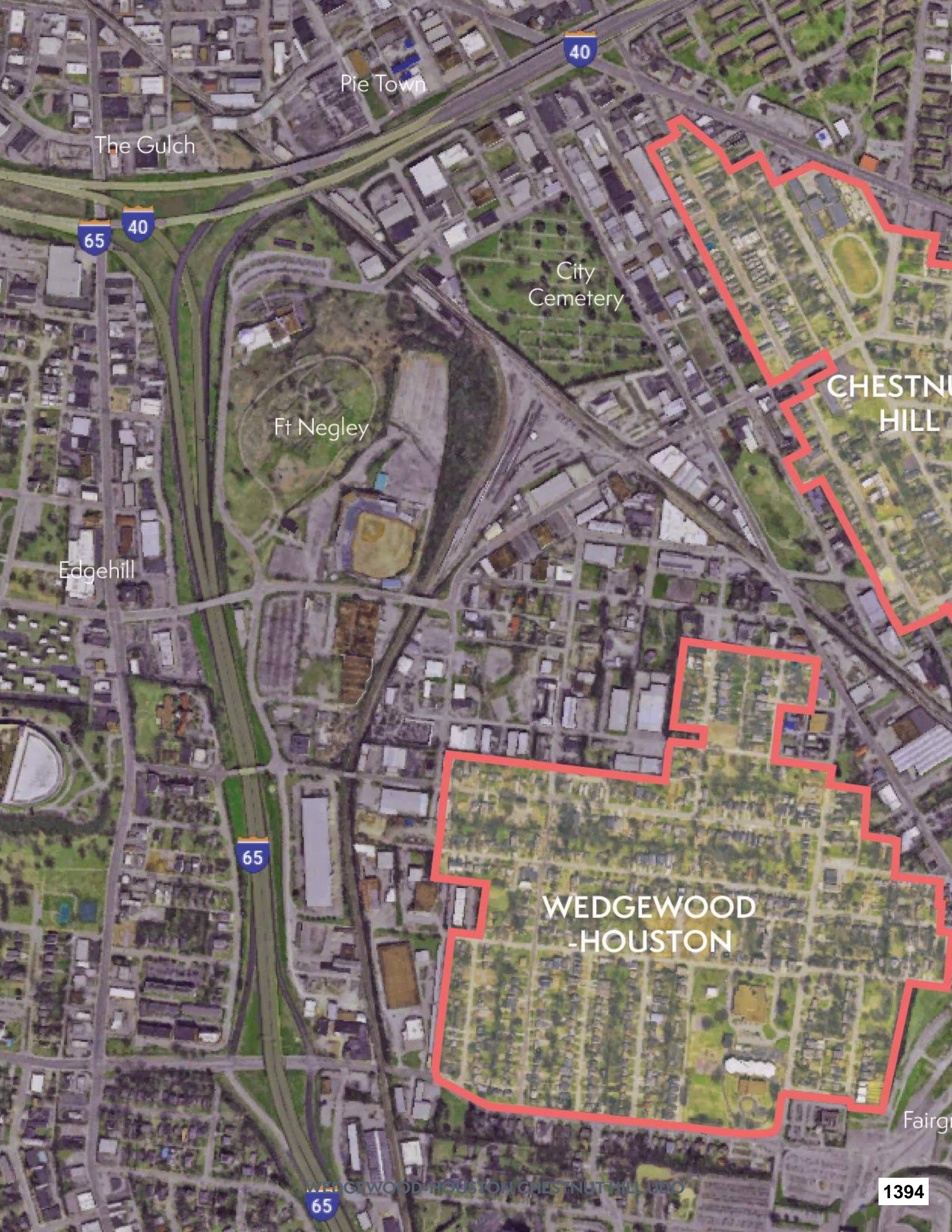
MPC draft
for public comment
January 19, 2021

Napier

WEDGEWOOD-HOUSTON CHESTNUT HILL

Urban Design Overlay

An implementation tool of the 2019
Wedgewood-Houston
Chestnut Hill Planning Study



Pie Town

The Gulch

City
Cemetery

Ft Negley

Edgemoor

CHESTNUT
HILL

WEDGEWOOD
-HOUSTON

Fairgrove



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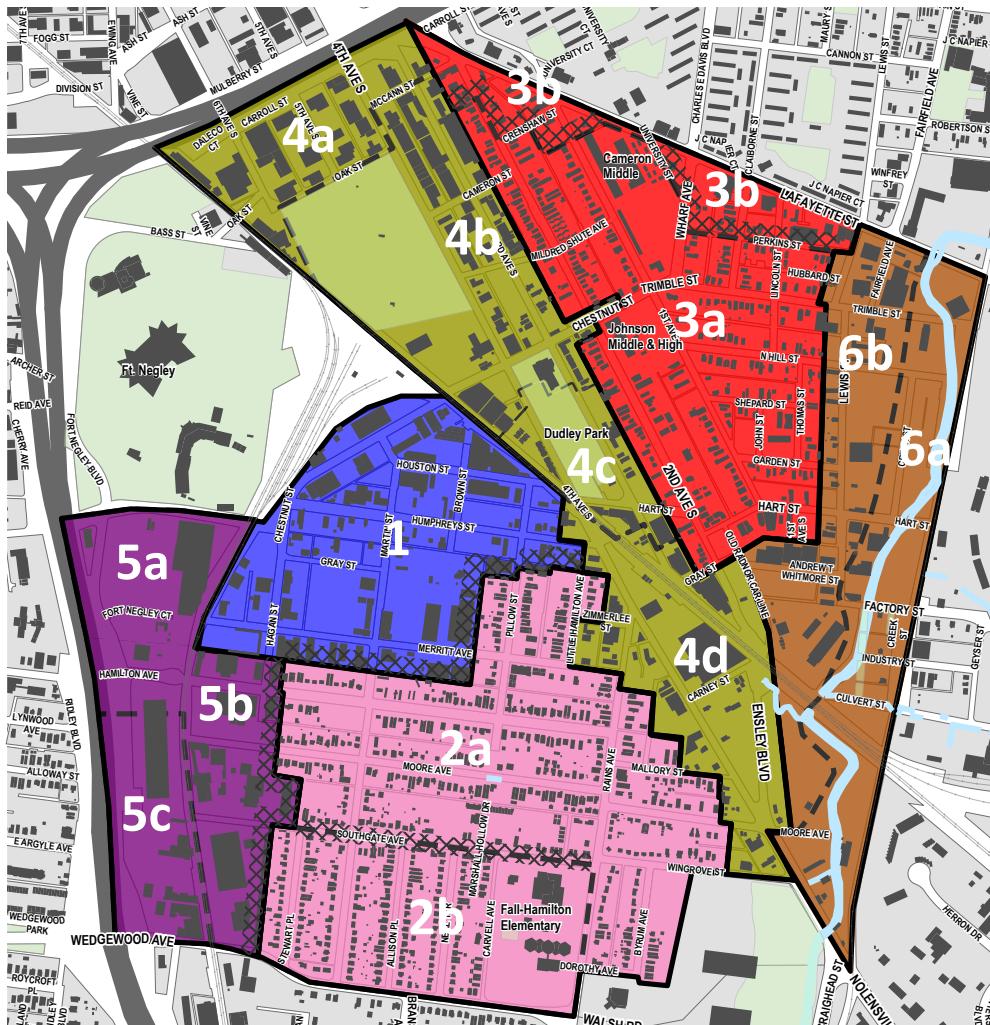
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Appendices

Appendices have been removed & relocated to the website as separate documents

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part 1: introduction



The 2019 Wedgewood-Houston Chestnut Hill Planning Study recommended the development of a contextual infill UDO for character areas 2 and 3a of its plan. The character areas have been slightly rearranged into three neighborhoods, one neighborhood center, and one corridor for the purpose of the UDO.

The Wedgewood Houston Chestnut Hill Planning Study (2019)

In 2019, the Wedgewood Houston Chestnut Hill (WHCH) Planning Study was adopted by the Planning Commission. The study was developed through a participatory process that involved the collaboration of planning staff with community stakeholders to establish a clear vision and provide detailed information and solutions to guide the future physical and regulatory characteristics of these two neighborhoods.

The study established six character areas - geographic sectors with common attributes and identities - to guide redevelopment. During the planning process, it became clear that more detailed guidelines for redevelopment in Character Areas 2 and 3 (the primarily residential portions of the study area) were necessary. Therefore, a key recommendation from the study was to establish a

contextual residential infill Urban Design Overlay (UDO). The need for a UDO is rooted in two core concerns within the community:

1) affordability and displacement: The rising cost of housing in these neighborhoods is displacing lower and moderate-income residents, negatively affecting diversity, and uprooting long-time neighbors.

2) community character: New development is out of character with the existing built environment. Recent residential infill has often been of a greater height and density than that of the surrounding neighborhood and in a different built form to that of the existing homes. This trend is erasing the unique character and sense of place of the neighborhoods.

Intent

The purpose of the Wedgewood-Houston Chestnut Hill UDO is to preserve the essential, defining qualities of the Wedgewood-Houston and Chestnut Hill neighborhoods while addressing increasing demand for residential capacity in the area.

The UDO outlines a carefully calibrated approach to neighborhood development, focused on contextual growth over time. In addition, it prioritizes flexibility and diversity in housing by incentivizing small multi-unit developments in specific places compatible with the existing urban fabric.

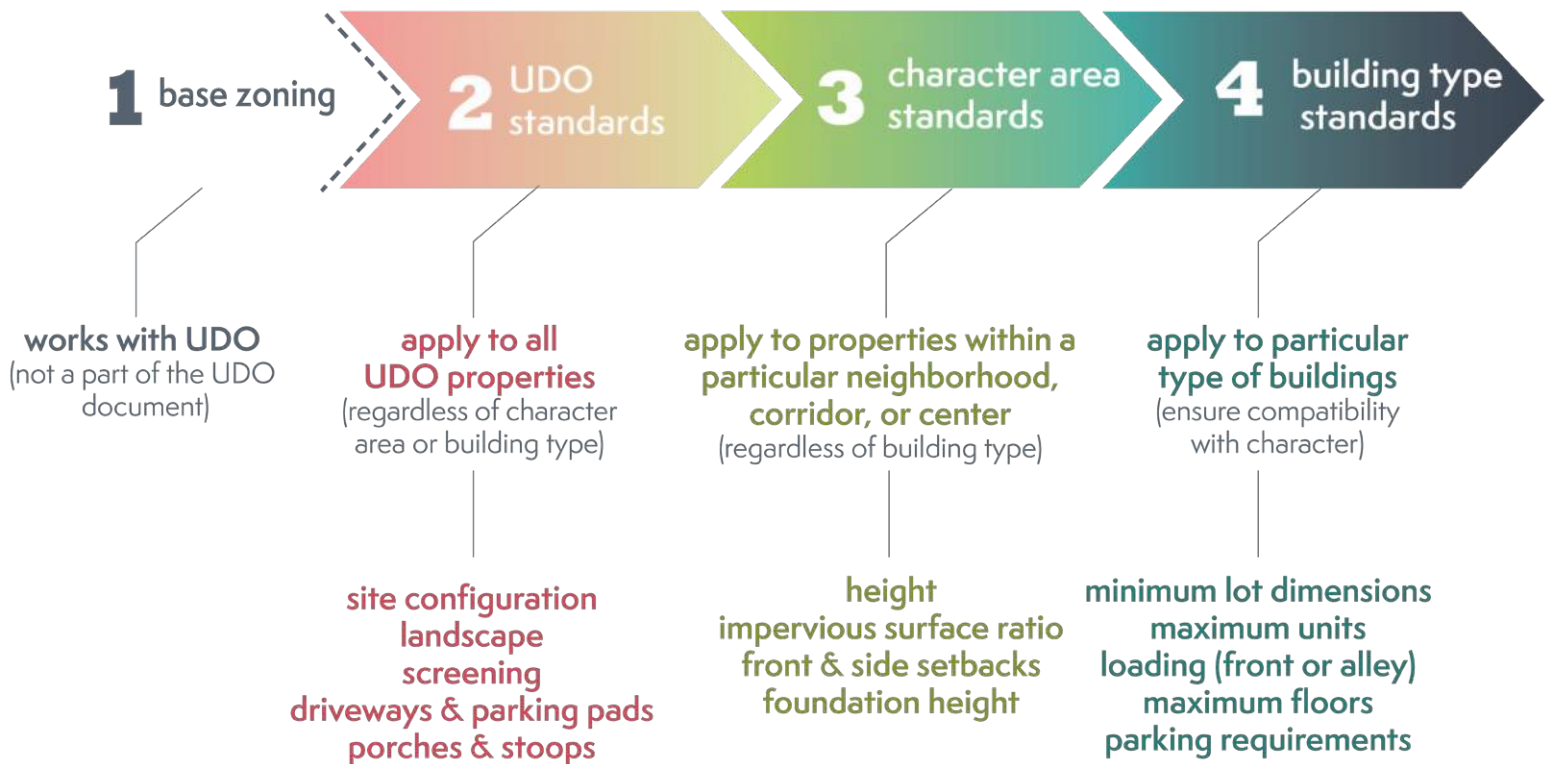


Recent residential development trends focus on maximizing entitlements, resulting in a built form incompatible with the characteristic scale of the neighborhood. These large, single-family homes exacerbate the systemic housing issues - such as lack of diverse and affordable housing options - that plague Nashville's urban neighborhoods.

Goals

- » Provide a framework for a contextual urban neighborhood change in Nashville that prioritizes housing affordability & diversity & sustainable growth.
- » Guide flexibility in housing in Chestnut Hill and Merritt-Southgate to address housing demand and affordability.
- » Preserve the small scale, single family character of the Fall-Hamilton neighborhood (Southgate to Wedgewood Ave) while allowing for some compatible infill.
- » Encourage 2nd Ave South to continue to develop as a vital corridor.
- » Support the development of mixed-use neighborhood centers at the intersections of 2nd Ave South with Hart St and Chestnut St.

how to use this document



1. **Find relevant zoning** by address, parcel #, or owner on Metro's Parcel Viewer: <https://maps.nashville.gov/ParcelViewer/>
2. **Refer to the UDO standards** in this document (p.8-11). All parcels within the UDO boundary are subject to these general standards.
3. **Find the applicable character area standards** (p.12-13). Utilize the UDO framework map on p. 6 to determine the appropriate character area. Every parcel within the UDO will fit into one of the five character areas.
4. **Ensure the proposed design & use fit the site.** Refer to the building type standards (p.14-15). Some building types will not be appropriate or well-suited for every location.

Discrepancies between Character Area Standards & Building Type Standards

Height and setback are standards that reside within the Character Area **and** Building Type sections of the UDO. In some instances these standards might conflict.

In the case of a discrepancy of a standard residing in multiple sections of this document, ***the more conservative, or limiting, standard shall be used.***

That is, if there is a discrepancy between the Character Area & Building Type standards on setback, ***the greater resulting setback*** of the two shall be used. If there is a discrepancy between the two sections for measuring height, ***the shorter resulting height*** shall be used.

part 2: **application & compliance**

COMPLIANCE PROVISIONS

1. Full compliance with the standards of the UDO shall be required when any property within the UDO boundary is redeveloped or vacant property is developed.
2. When a building's occupiable square footage is being expanded, the expansion shall be in compliance with all applicable UDO development standards.
3. When a new structure is built on a lot with multiple structures, the new structure shall be in compliance with all applicable UDO development standards.

RESIDENTIAL ENTITLEMENTS

All residential properties within the UDO boundary and the RM20-A-NS zoning district are entitled to two dwelling units that comply with UDO standards. Properties 5445 sq. ft. and larger shall be entitled to more than two units that comply with UDO standards at a rate of twenty dwelling units per acres.

Projects proposed on lots less than 30 ft wide or 100 ft deep shall be considered through the modification process.

OVERLAPPING CODE & PLANS

Base zoning district standards, including those within the Urban Zoning Overlay (UZO), that are not varied by the provisions set forth in the Wedgewood-Houston Chestnut Hill Urban Design Overlay shall apply as appropriate to all property within the UDO boundary.

If a property is zoned Specific Plan (SP) or Planned Unit Development (PUD) then all standards contained within the SP or PUD shall apply. The UDO standards shall apply for any standards not addressed in the SP or PUD.

PROCESS

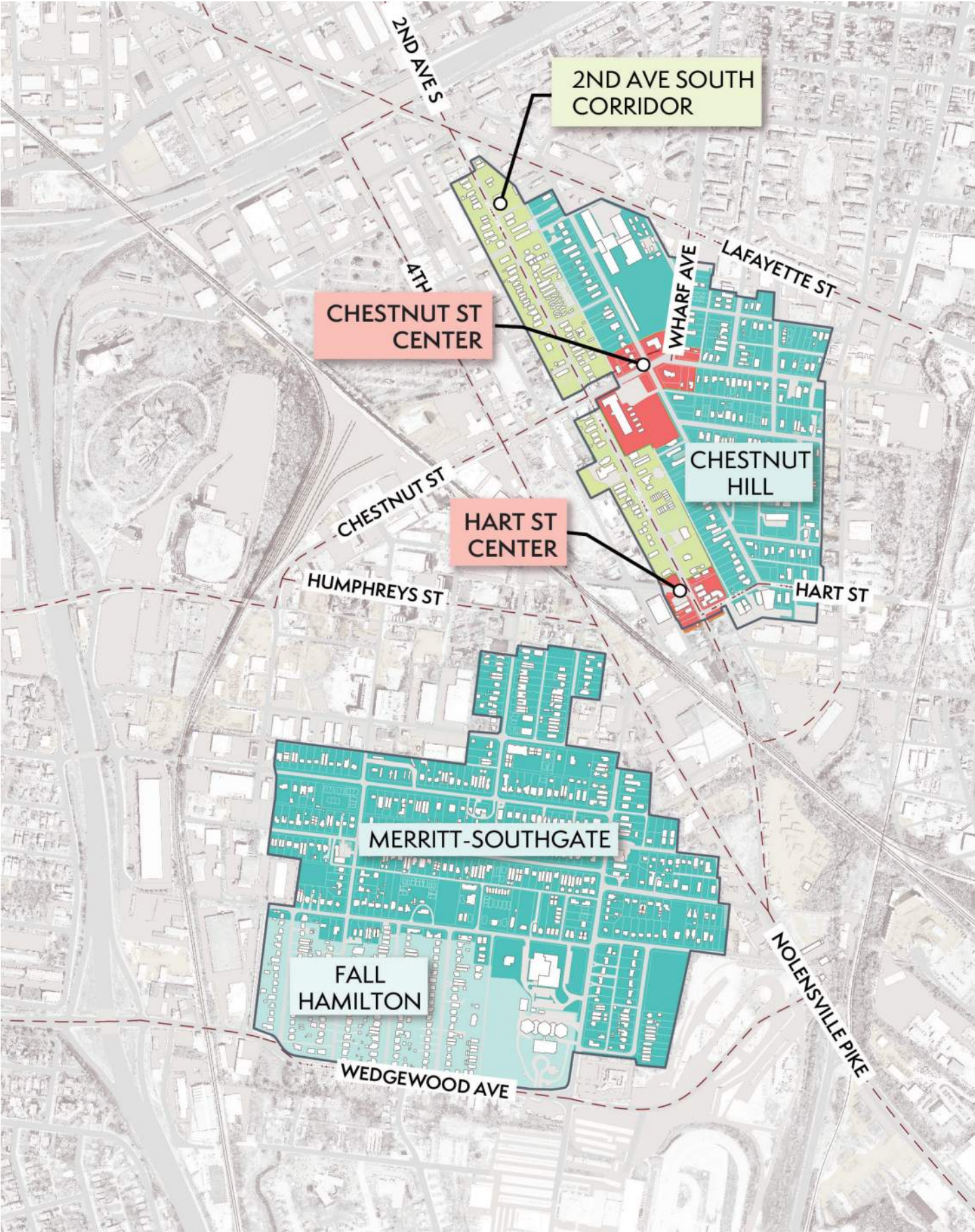
Prior to applying for a building permit, applicants shall apply for a UDO "Final Site Plan" application with the Planning Department. The "Final Site Plan" shall be reviewed and approved by all departments prior to the issuance of the building permit.

Applicants are encouraged to contact Metro planning staff early in the design process for a pre-application meeting. Where physical constraints exist on a site within the UDO, the planning staff may review alternate design solutions that achieve the intent of the UDO.

Existing nonconforming structures can be modified or remodeled as long as the new construction does not allow the structure to become more noncompliant with the UDO standards contained herein.

Following the approval of the Final Site Plan, a Final Plat may be required to establish lots, rights-of-way and easements.

UDO framework map



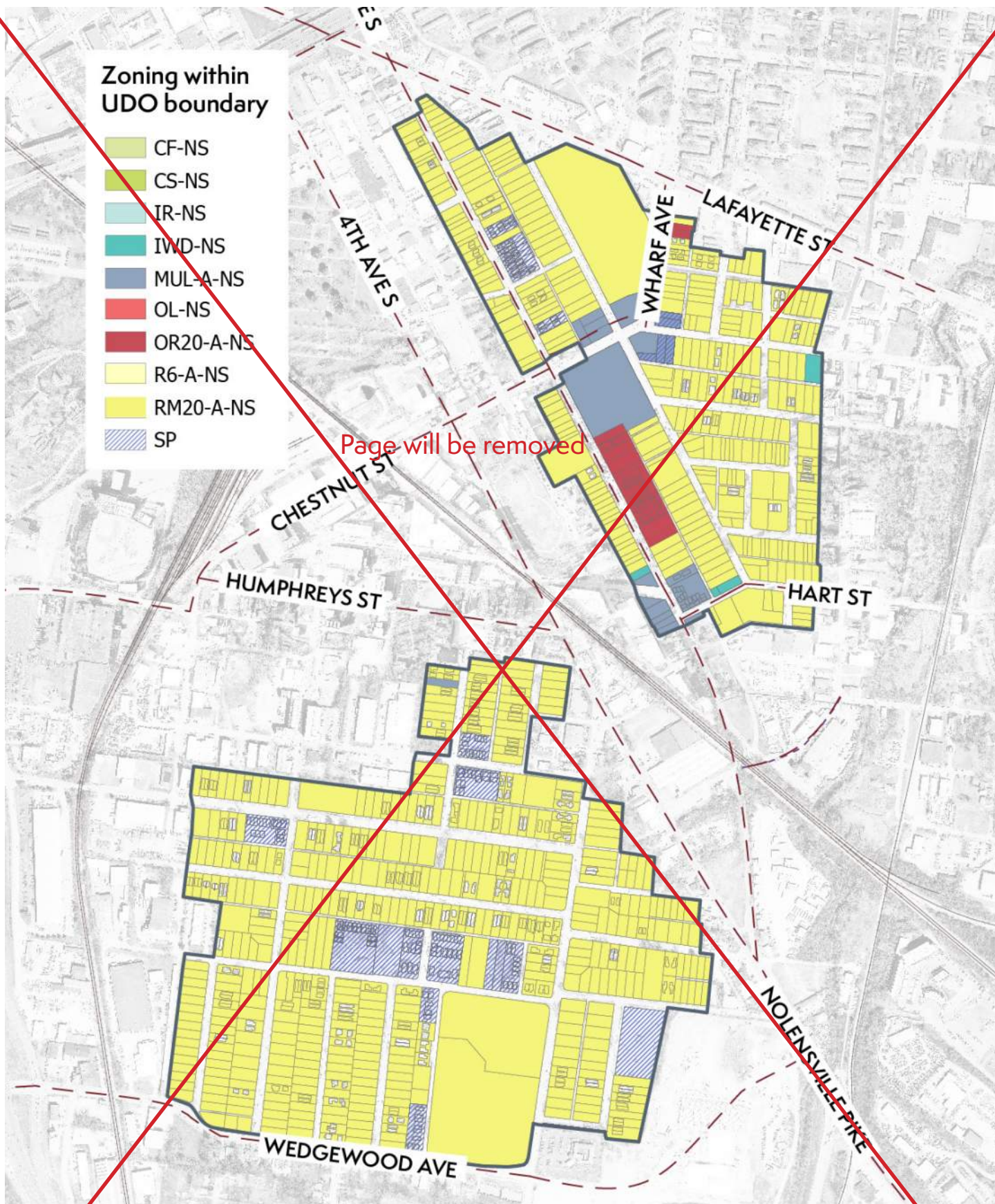
MODIFICATIONS

Based on site-specific issues, modifications to the standards of the UDO may be necessary. Any standard within the UDO may be modified, insofar as the intent of the standard is being met; the modification results in better urban design for the neighborhood as a whole; and the modification does not impede or burden existing or future development of adjacent properties.

Planning Commission or Planning Department staff may approve modifications as follows:

- » The Planning Department staff may approve minor modifications, those containing deviations of 20 percent or less.
- » Major modifications, deviations of more than 20 percent, will be considered by the Planning Commission.

The UDO framework map establishes the geographic boundaries of the five unique character areas comprising the WHCH UDO - The neighborhoods of Fall-Hamilton, Merritt-Southgate, & Chestnut Hill; the Chestnut St & Hart St centers; & the 2nd Ave South corridor. Each property within the UDO fits into one of these character areas.



Zoning reflects the intent of the UDO. Neighborhoods are composed of multi-family residential properties with mixed-use neighborhood centers at Chestnut St and Hart St in Chestnut Hill.

part 3: UDO standards

UDO standards are applicable to all properties within the WHCH UDO boundary, regardless of character area or building type. They shall be used in conjunction with the guidelines outlined in *part 4: character area standards* and *part 5: building type standards*.

SITE CONFIGURATION	
lot dimensions	A lot, once aggregated, shall be no more than 120 ft wide.
frontage	<ul style="list-style-type: none">» Primary structures shall front onto a public street (excludes alleys)» When a property fronts more than one street, such as corner lots, primary structures should prioritize fronting MCSP designated streets over local streets.
ACCESS AND PARKING	
pedestrian access	Pedestrian access shall be provided from any primary entrance to the primary street frontage.
visitability	<p>Properties with four or more units must have at least one unit that is visitable. A unit is visitable when it meets the following requirements:</p> <ul style="list-style-type: none">» one zero step (ADA accessible) entrance» one door with 32" minimum clear passage space» one wheelchair accessible bathroom on the main floor
vehicular access	<ul style="list-style-type: none">» Vehicular access is relegated to alleys for all properties adjacent to alleys» For properties without alley access, driveways are limited to one per lot per public street frontage.
driveways & parking	<ul style="list-style-type: none">» Driveways and parking pads shall be contained within the side or rear setback.» Driveways loading from the primary street shall be no more than 12 ft wide.» No parking pads, pervious or impervious, are permitted in the established front setback in front of the structure.» Parking areas that accommodate 4 or more vehicles shall be separated from building facades a minimum of 8 feet.
bicycle parking	<ul style="list-style-type: none">» Multi-family residential development shall provide covered bicycle parking at a minimum of 2 spaces or 1 space per unit, whichever is greater.» Non-residential development shall provide publicly visible and accessible bicycle parking per Metro code.



LANDSCAPE	
design standards	<ul style="list-style-type: none"> » Tree and shrub species shall be chosen from the Urban Forestry Recommended and Prohibited Tree and Shrub List. » Low Impact Development strategies shall be used for hardscaped areas, to maximize on-site infiltration of stormwater per <i>Metro Low Impact Development Manual</i>.
street trees	<ul style="list-style-type: none"> » When sidewalks are required as part of right-of-way improvements, street trees shall be planted within the furnishing zone of the sidewalk. These trees will count towards a project's TDU requirements. » When overhead utilities are present, understory trees shall be planted, spaced every 20 ft. » When overhead utilities are not present, canopy trees shall be planted, spaced every 30 ft.
screening	Service and utility elements including, but not limited to, waste, recycling, loading, and maintenance facilities, as well as HVAC, meters, transformers, panels, and other mechanical equipment, shall be located out of view and/or screened from public streets
bioretention	<ul style="list-style-type: none"> » Planted bioretention facilities (raingardens, bioswales, etc) shall not be located in the frontage zone or front yard. » Planted bioretention facilities may be planted in the furnishing zone within the right-of-way at the discretion of Public Works and the Urban Forester.

ALL STRUCTURES

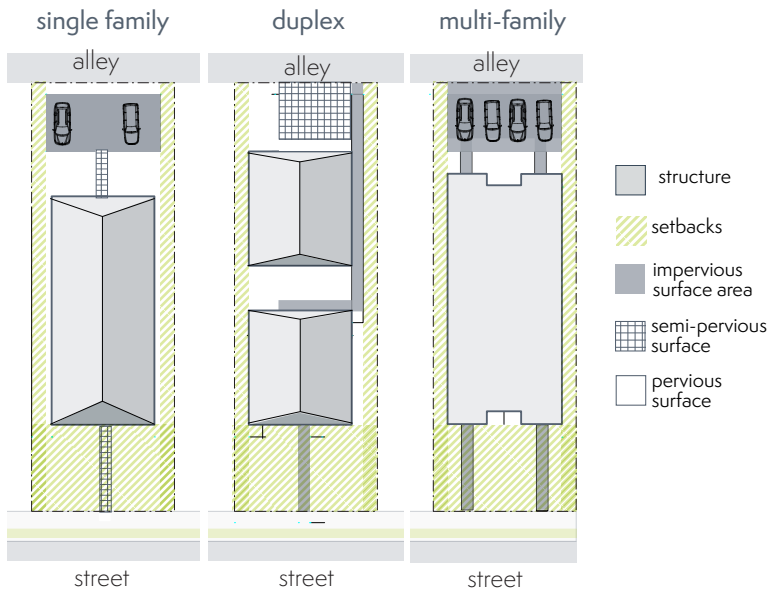
height	<ul style="list-style-type: none"> » Height shall be measured from the average natural grade at the front property line to the roof ridge or parapet. (Refer to p.17) » Basements are not considered stories for the purpose of determining building height in stories.
mezzanines	<ul style="list-style-type: none"> » A mezzanine, regardless of the percentage of floor area it encompasses, shall be considered a full story.
materials	<ul style="list-style-type: none"> » On all public streets, structures must be built or clad with a durable and high finish material that does not terminate at the building corner. Material must wrap around the building corner a minimum of 10 feet. » EIFS cladding systems are not permitted within the UDO.
horizontal to vertical ratio	No structure shall exceed a vertical to horizontal ratio of 1.5 to 1.
porches	Front porches shall be no less than 6 ft deep and 7 ft wide.
shutters	Shutters shall be sized appropriately; that is, the width of a single shutter shall equal 1/2 the width of the corresponding window.
fences & walls	<ul style="list-style-type: none"> » Fences and walls shall be constructed of durable, high quality materials such as wood, stone, masonry, or metal. » Chain link and razor wire are not permitted. » Fences and walls within the front setback shall not exceed 4 ft in height. » Fences and walls along rear lot lines and along side property lines not fronting a public street shall not exceed 7 ft.

DETACHED & ACCESSORY STRUCTURES

Detached Accessory Dwelling Units (DADUs)	<ul style="list-style-type: none"> » Detached accessory dwelling units shall comply with the building-type standards for detached duplexes (refer to p.14-15). » DADUs shall comply with the appropriate character area standards for duplexes (refer to p.12-13)
garages	<ul style="list-style-type: none"> » For lots with alley access, garage doors, whether attached or detached, shall face the side or rear property line. » For lots without alley access and where a primary structure directly blocks the view of a rear garage from the street, the doors of that rear garage may face the front.
buffer distance	<ul style="list-style-type: none"> » 20 ft spacing is required between front-to-back detached structures, except in the case of cottage court multi-family development, in which case a 10-ft minimum spacing is required. » 6 ft spacing is required between side-by-side structures that do not share a common wall.

part 4: character area standards

Character area standards are applicable to all properties within a specific neighborhood, neighborhood center, or corridor, as defined in the UDO. They shall be used in conjunction with the guidelines outlined in *part 3: general area standards* and *part 5: building type standards*.



Character area standards organize guidelines for impervious surface area, height, and setback by residence type to create a pattern that allows for contextual and character-sensitive residential development within a neighborhood, corridor, or neighborhood center.

Restricted Building Types by Character Area

	neighborhoods			neighborhood centers		corridor
	Fall Hamilton	Merritt Southgate	Chestnut Hill	Chestnut Street	Hart Street	2nd Ave South
single family	P	P	P	P	P	P
stacked duplex	P	P	P	P	P	P
attached duplex	P	P	P	P	P	P
detached duplex	P	P	P	P	P	P
row house	R	R	R	P	P	P
triplex	R	R	R	P	P	P
small multiplex	NC	R	R	P	P	P
stacked fourplex	NC	R	R	P	P	P
cottage court	NC	R	R	P	P	P
live/work	NC	R	R	P	P	P
mixed-use	NC	NC	NC	P	P	NC
civic & religious	P	P	P	P	P	P

P=Permitted.

R=Restricted. Building type is restricted to properties with minimum lot dimensions outlined in Building Type Standards.

NC=Not Compliant. Building type is not permitted in this character area.

	single family	duplex	multi-family
Fall Hamilton neighborhood			
max ISR	0.4 0.50	0.4 0.55	0.55 0.65
maximum height	The average height of adjacent single family homes residential structures plus 5 6 ft* to a maximum of 2 stories in 30 ft;		The average height of adjacent single family homes residential structures plus 8 ft* to a maximum of 2.5 stories in 35 ft.
foundation height	18-36" above average street grade at property		
minimum front setback	average setback of adjacent single family homes residential properties		
minimum side setback	5 ft	7 5 ft	refer to relevant building type 5 ft min. Refer to building type standards.
Merritt-Southgate neighborhood			
max ISR	0.5 0.60	0.5 0.65	0.65 0.75
max height (maximum roof elevation)	The average height of adjacent single family homes plus 5 ft*; 2.5 3 stories max and 45 ft. Primary structure(s): 3 stories and 45 ft. Accessory structures & DADUs: Refer to Notes on Character Area Standards (p.17)		The height of adjacent single family homes plus 8 ft*; 3 stories and 45 ft. A 4th story may be granted for flats or other multi-family projects through the modification process.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
minimum front setback	average setback of adjacent single family homes		average setback of adjacent properties
side setback	5 ft		refer to relevant building type 5 ft min. Refer to building type standards.
Chestnut Hill neighborhood			
max ISR	0.4 0.50	0.4 0.55	0.6 0.65
max height	The average height of adjacent single family homes residential structures plus 5 6 ft* to a maximum of 2.5 stories in 35 ft.		The average height of adjacent single family homes residential structures plus 8 ft to a maximum of 2.5 stories in 35 ft.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
minimum front setback	average setback of adjacent single family homes		average setback of adjacent properties
side setback	5 ft	7 ft 5 ft	refer to relevant building type 5 ft min. Refer to building type standards.

	single family	duplex	multi-family	mixed-use
Chestnut Street neighborhood center				
max ISR	0.5 0.60	0.5 0.65	0.8	0.8
max height	The average height of adjacent single family homes structures plus 5 6 ft to a maximum of 2.5 stories in 35 ft.		3 stories in 45 feet. A 4th story may be granted for multi-family projects through the modification process. 40 ft	
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade	
min. front setback	average setback of adjacent properties			
side setback	5 ft		refer to relevant building type 5 ft none required	
Hart Street neighborhood center				
max ISR	0.5 0.60	0.5 0.65	0.8	0.8
max height	The average height of adjacent single family homes structures plus 5 6 ft to a maximum of 2.5 stories in 35 ft.		3 stories 40 ft 3 stories in 45 feet. A 4th story may be granted for multi-family projects through the modification process.	
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade	
min. front setback	average setback of adjacent properties			
side setback	5 ft		refer to relevant building type 5 ft none required	

2nd Ave South corridor			
max ISR	0.5 0.60	0.5 0.65	0.8
max height	The average height of adjacent single family homes structures plus 6 ft to a maximum of 2.5 stories in 35 ft.		3 stories. A 4th story may be granted for multi-family projects through the modification process.
foundation height	18-36" above average street grade at property		1-36" above sidewalk grade
min. front setback	average setback of adjacent properties		
side setback	5 ft		refer to relevant building type 5 ft min. Refer to building type standards.



Notes on Character Area Standards

1. **Adjacent** ~~single-family homes~~ **residential structures** are the most immediate ~~single-family or duplex~~ residences on either side of a property ~~AND across the street~~. ~~Only three relative properties shall be utilized for the calculation: the nearest house to the left, the nearest house to the right, and the house most immediately across the street from the primary frontage.~~

~~For corner lots, adjacency shall include properties immediately across public right-of-way from a side-property line, if no adjoining parcel exists.~~

2. **Height** shall be measured from the average natural grade of the front property line to the roof ridge or parapet. **The average natural grade of the front property line shall be determined by calculating the mean elevation of the two front corners of a property boundary prior to grading.**
3. **Natural grade** is the base ground elevation prior to grading.
4. **Height of Accessory Structures and DADUs:** The top elevation of an accessory structure shall not exceed the top elevation of the principal dwelling.
5. **A mezzanine**, no matter the percentage of floor area it encompasses, shall be counted as an individual story.
6. **ISR** or impervious surface ratio is calculated by taking the total square footage of all impervious surfaces. (roof area & pavement) and dividing that by the area of the property.

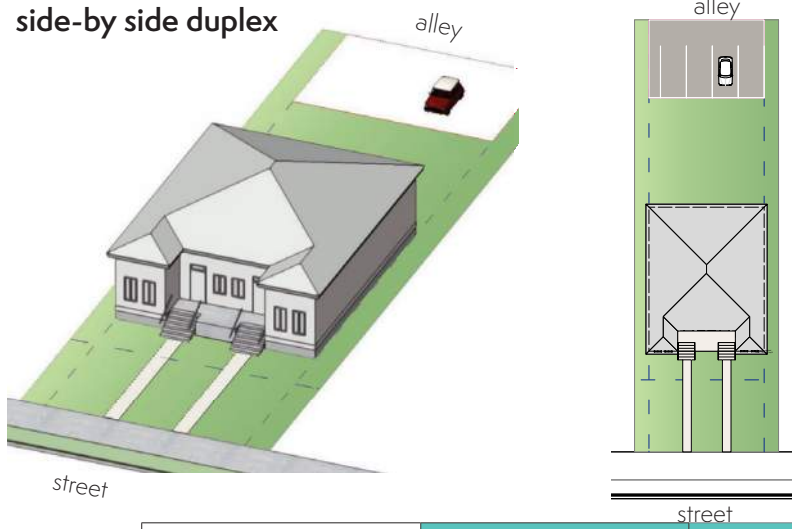
Notes on Mixed-Use Districts and Neighborhood Centers

1. In mixed-use zoning districts, multi-family residential square footage within mixed-use buildings shall not count toward FAR limitations.
2. In mixed-use zoning districts, there shall be no step-back requirements.
3. The UDO does not preclude the future development of neighborhood centers in Merritt-Southgate (Character Area 2a of the 2019 Planning Study). However, a rezoning would be required for the implementation of neighborhood retail on property in a residential zoning district.
4. Any proposed neighborhood center shall be subject to the criteria outlined in the 2019 Planning Study: "While neighborhood centers may be appropriate at certain intersections within subdistrict 2a, they should be sensitive to characteristics found in the immediate surroundings such as scale, setback, roof form, proximity, and height" (p.35).

part 5: single and two family building type standards

Building type standards are applicable to the specific building types allowed within the UDO. They shall be used in conjunction with the guidelines outlined in *part 3: general area standards* and *part 4: character area standards*.

side-by side duplex



Building type standards outline guidelines for zoning, massing, loading, and density by building type in order to ensure that appropriate buildings are designed for parcels of particular sizes and locations within the UDO.

These diagrams show the standards for side-by-side and stacked duplexes applied to a standard 50x150 ft lot with alley access.

	SINGLE FAMILY	STACKED DUPLEX	ATTACHED DUPLEX*
permitted loading	front or alley°	front or alley°	front or alley°
min. lot width	30 ft	30 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
max dwelling units	1	2	2
parking ratio**	1 per unit	1 per unit	1 per unit
front setback	Varies by context. Refer to character area standards (p.12-13)		
min. side setback	5 ft	7 ft 5 ft	7 ft 5 ft
min. rear setback	30 ft	20 ft	20 ft
max height	24 ft	32 ft	2.5
max floors	2	2.5	2.5

*Attached duplexes may be side-by-side or front-to-back.

**Reductions in parking requirements may be pursued through the modification process.

~~**Detached Accessory Dwelling Units (DADU's) shall comply with the standards for Detached Duplexes.~~

	SIDE-BY-SIDE DUPLEX	FRONT- TO-BACK DUPLEX	CARRIAGE HOUSE**
permitted loading	front or alley°	front or alley°	front or alley°
min. lot width	30 ft	30 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
max dwelling units	1	2	2
parking ratio**	1 per unit	1 per unit	1 per unit
front setback	Varies by context. Refer to character area standards (p.12-13)		
min. side setback	5 ft	7 ft 5 ft	7 ft 5 ft
min. rear setback	30 ft	20 ft	20 ft
max height	24 ft	32 ft	2.5
max floors	2	2.5	2.5

Notes on Carriage Houses and Rear Structures

1. Metro Zoning Code has a use called Detached Accessory Dwelling Units (DADUs). The building type commonly associated with this use is referred to as "Carriage House" within the UDO.
2. The standards of this UDO supercede the requirements of 17.16.030.G.
3. A carriage house can be an independent structure or it can be a dwelling unit above a garage, or it can be attached to a workshop or other accessory structure on the same lot as the principal structure.
4. The top elevation of the carriage house and/or rear structure(s) in a front-and-back lot configuration shall not exceed the top elevation of the principal dwelling.
5. The carriage house and/or rear structure(s) in a front-and-back lot configuration shall maintain a proportional mass, size, and height to ensure it is not larger than or extends into the side setback of the principal structure on the lot.
6. The carriage house and/or rear structure(s) in a front-and-back lot configuration shall be of similar or complementary style, design and material as used for the principal structure and shall use similar or complementary architectural characteristics, including roof form and pitch, to the existing principal structure.
7. Carriage houses with a second story dwelling unit shall enclose the stairs interior to the structure and properly fire rate them per the applicable life safety standards found in the code editions adopted by the Metropolitan Government of Nashville.

part 5: multi-family building type standards

	ROW HOUSE	TRIPLEX	SMALL MULTIPLEX	STACKED FOURPLEX	COTTAGE COURT
loading	alley ⁺	front or alley [°]	alley	alley	alley
min. lot width	75 ft	40 ft	75 ft	50 ft	100 ft
min. lot depth	100 ft	100 ft	100 ft	120 ft	150 ft
max dwelling units	9	3	8	4	10
parking ratio**	1 per unit	1 per unit +1	1 per unit + 1 for 2-5 units; 1 per unit + 2 for 5+ units	1 per unit + 1	1 per unit + 1 for 2-5 units; 1 per unit + 2 for 5+ units
front setback	Varies by context. Refer to character area standards (p.12-13)				
min. side setback	10 ft 7 ft	7 ft	7 ft	5 ft	5 ft
min rear setback	20 ft	20 ft	20 ft	30 ft	10 ft
max height	32 ft	32 ft	28 ft	28 ft	18 ft for detached units; 30 ft for attached units
max floors	3	3	2.5	2.5	1.5 for detached units; 30 for attached units

**Reductions in parking requirements may be pursued through the modification process.

⁺Front loading may be pursued for rowhouse properties with three or fewer dwelling units through the modification process.

[°]Dependent upon alley access. Refer to p.8-9.

part 5: **mixe-use & non-residential building type standards**

Three non-residential building types are included within the UDO standards. These types shall be permitted where they are compatible with base zoning and compliant with character area standards.

	LIVE/WORK	MIXED-USE *	NON-RESIDENTIAL USES
min. zoning	RM15A-NSTR	MUN-A	R6A-NSTR
loading	alley	alley or secondary street frontage*	front or alley
min. lot width	75 ft	50 ft	30 ft
min. lot depth	100 ft	100 ft	100 ft
max dwelling units	9	10	not applicable
parking ratio)	1 per unit + 1 for 2-5 units; 1 per unit +2 for >5 units		refer to zoning code
front setback	Varies by context. Refer to character area standards		
min. side setback	10 ft 7 ft	5 ft none required	7 ft 5 ft
min. rear setback (primary structure)	Varies by context. Refer to character area standards		
min first floor height (if more than 1 story)	12 ft	12 ft	n/a
max height	36 ft	40 ft	24 ft
max floors	3	4	2

*Mixed-use buildings shall be permitted within the Chestnut St and Hart St Neighborhood Centers on properties zoned MUL-A-NS or MUN-A-NS.

Appendices

Appendices have been removed & relocated to the website as separate documents.

2021UD-001-001

WEDGEWOOD-HOUSTON CHESTNUT HILL UDO

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 Map 105-07-4-X, Parcel(s) 001-002, 900
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 Map 105-11, Parcel(s) 002-012, 016, 023-026, 029, 033-045, 047-053, 055-081, 083-085, 088, 089, 091, 093, 094, 096-100, 102-110, 112, 113, 118-127, 129-132, 135, 136, 138, 140-143, 146, 151.01, 149-151, 153-172, 176-182, 184, 186-188, 194, 195, 198-201, 204-216, 218-221, 224, 225, 229, 302-307, 311, 312, 324-325
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 Map 105-11-0-C, Parcel(s) 001-005, 900
 Map 105-11-0-D, Parcel(s) 001-009, 900
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Map 105-11-0-K, Parcel(s) 001-002, 900
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Map 105-11-1-D, Parcel(s) 001-002, 900
Map 105-11-1-E, Parcel(s) 001-002, 900
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Map 105-11-2-H, Parcel(s) 001-002, 900
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Map 105-11-4-B, Parcel(s) 001-002, 900
Map 105-11-4-D, Parcel(s) 001-002, 900
Map 105-12, Parcel(s) 004-009
Subarea 11, South Nashville
District 17 (Sledge)
Application fee paid by: Fee waived by Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-636, Version: 1

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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Map & Parcel no. /Owner: Map 081-11, Parcel(s) 598, Pete Connerth, Pete Connerth
Application fee paid by: Peter Connerth
Requested by: Pete Connerth

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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 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 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

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

1. Vehicular access shall be limited to alley.
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.

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 R6-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.

Replace with Agenda Analysis Text

ORDINANCE NO. _____

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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, being Property Parcel No. 598 as designated on Map 081-11 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 081 of said Official Zoning Map for Metropolitan Nashville and Davidson County, as set out in Section 1 of this ordinance, and to make notation thereon of reference to the date of passage and approval of this amendatory ordinance.

Section 3. Be it further enacted, that the uses of this SP shall be limited to all uses permitted by the R6-A zoning district.

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

1. Vehicular access shall be limited to alley.
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.

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 R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.

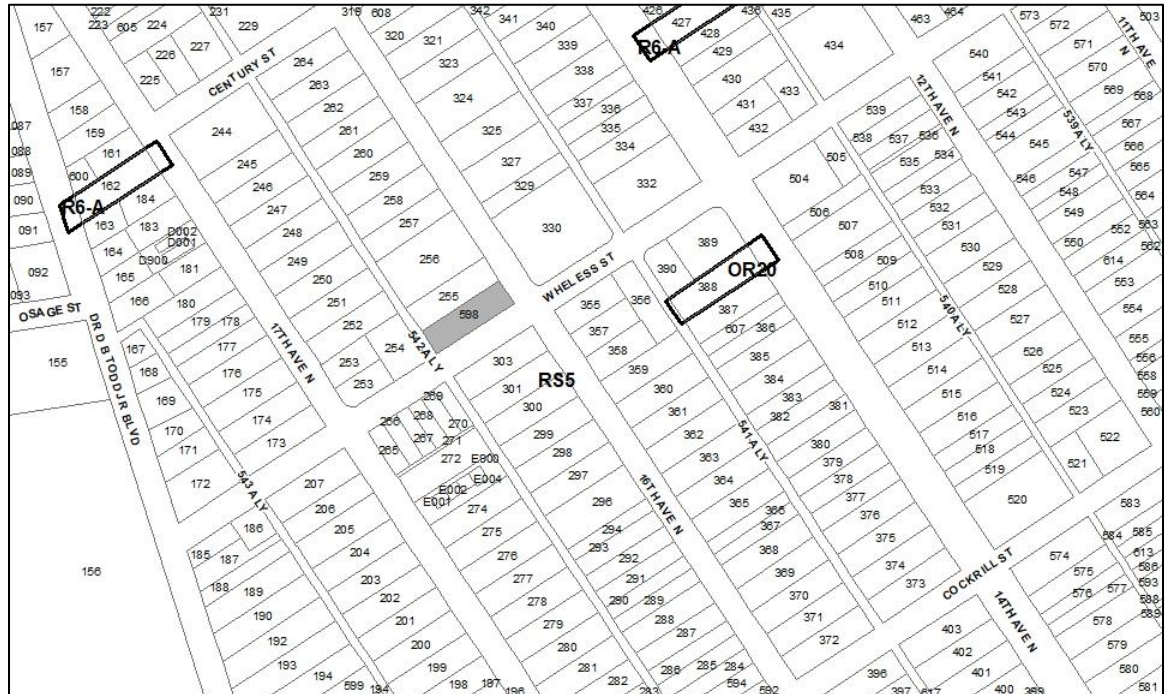
Section 8. Be it further enacted, that this ordinance take effect immediately after its passage and such change be published in a newspaper of general circulation, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

INTRODUCED BY:

Councilmember Brandon Taylor

2020SP-029-001
1604 WHELESS STREET SP
Map 081-11, Parcel(s) 598
Subarea 08, North Nashville
District 21 (Taylor)
Application fee paid by: Peter Connerth

A request to rezone from RS5 to SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, requested by Pete Connerth, applicant and owner.



1604 Wheless Street (SP)

Development Summary		Site Data Table	
SP Name	1604 Wheless Street SP	Site Acreage	0.2 ac
SP Number	2019SP-029-001	Existing Zoning	RS5
Council District	21	Proposed Zoning	SP-R
Map & Parcel	Map 080-11, Parcel 598	Allowable Land Uses	All uses permitted by R6-A

Specific Plan (SP) Standards

1. Uses within this SP shall be limited to all uses permitted by the R6-A zoning district.
2. If two-family residential is proposed, the units shall be fully detached. One unit shall be oriented to 16th Avenue North and the other unit shall be oriented to Wheless street.
3. 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 R6-A zoning district as of the date of the applicable request or application. Uses are limited as described in the Council ordinance.
4. 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.
5. 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.
6. 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.

Proposed Regulatory SP

ORIGINAL

METROPOLITAN COUNTY COUNCIL Bill

No. _____

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 SP zoning for property located at 1604 Wheless Street, at the northwest corner of Wheless Street and 16th Ave N, (0.2 acres), to permit up to two detached residential units, all of which is described herein (Proposal No. 2020SP-029-001).

Introduced _____

Passed First Reading _____

Amended _____

Passed Second Reading _____

Passed Third Reading _____

Approved _____

By _____

Metropolitan Mayor

Advertised _____

Effective Date _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-637, **Version:** 1

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 MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), all of which is described herein (Proposal No. 2021Z-002PR-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:

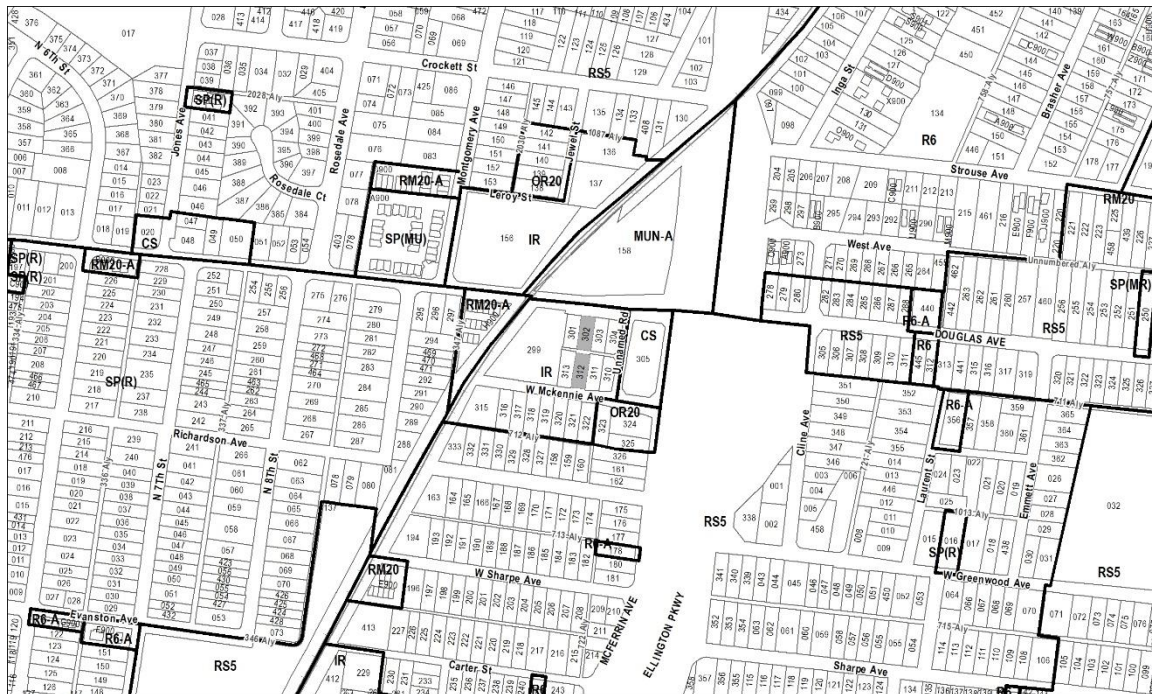
By changing from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), being Property Parcel Nos. 302, 312 as designated on Map 071-16 of the Official Property Identification Maps of The Metropolitan Government 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 071 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.

Application fee paid by: Molly Simmons

A request to rezone from IR to MUN-A zoning for properties located at 754 Douglas Avenue and 830 W McKennie Avenue, approximately 260 feet west of McFerrin Avenue (0.27 acres), requested by Douglas Village, LLC, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-638, **Version:** 1

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 R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, all of which is described herein (Proposal No. 2020SP-045-001).

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 R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, being Part of Property Parcel Nos. 013, 014 and Property Parcel No. 242 as designated on Map 022-00 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 Map 022 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 farm equipment sales and service.

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

1. Farm equipment sales and services is defined as: The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).
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 MUN 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 022, Parcel 242 and Part of Parcel(s) 013-014/Ronald Wwaller and Debora Waller

Requested by: Dale & Associates, Inc.

Water and Sewer Notes

1.

All 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.

After completion of the sanitary sewer, the developer is responsible for the televising of the lines prior to final acceptance. The videotaping must be coordinated with the Metro Water Services inspection section. All costs will be borne by the developer.
10.

Upon completion of construction of water and/or sewer, the engineer shall provide the Metro Water Services department with a complete set of as-built plans on moist erasable mylars in reverse and in digital (*.dwg) format. Sewer plans shall be sealed by a licensed professional engineer or a registered land surveyor and shall include actual field angles between lines, all actual service lines and tee locations, the distance of the end of the service line to property corners and lines and/or station and offset from sewer centerline to end of service line, the depth to the top of the end of the service line, and shall reflect all alignment and grade changes. Water line plans shall be sealed by a licensed professional engineer or a registered land surveyor and shall include offset distance from the roadway centerline, or property line right of way, line depth, locations of hydrants, valves, reducers, tees and pressure reducing devices where applicable. all drawings must be completed and submitted prior to acceptance of the sewers or water mains into the public system and any connections being made.
11.

All water mains must be located within the paved area including all blow-off assemblies.

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 utilities 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 12#/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.

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 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 upon field conditions.
7.

Comply with the MPW Traffic Engineer upon the Final Plan to insure adequate sight distance is provided
8.

Driveways within the development are to be a minimum of 24 feet wide
9.

Final constructions plans shall comply with the design regulations established by the Department of Public Works. Final design and improvements may vary based on actual field conditions.
10.

All sidewalks required per the MCSP shall meet MPW standards and are to be within dedicated right of way
11.

At driveway access points install ground mounted signs, "Now Entering Private Property"
12.

Private hauler will be required for waste/recycle disposal for site.

Phasing

Project to be completed in one phase.

Standard SP Notes

1.

The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
2.

Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
3.

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.
4.

This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
5.

All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
6.

Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
5.

The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
6.

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).
7.

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.
8.

Landscaping and tree density requirements per SP 2020SP-045-001
9.

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.
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 standards, regulations and requirements of the MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
11.

The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
12.

The final site plan / building permit site plan shall depict 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 issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
13.

All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
14.

An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S

Standard Right-of-Way: 64

Half of Standard Right-of-Way: 32.00

Bikeway Width: 6.00

Planting Strip Width: 4.00

Sidewalk Width: 8.00

If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.

Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

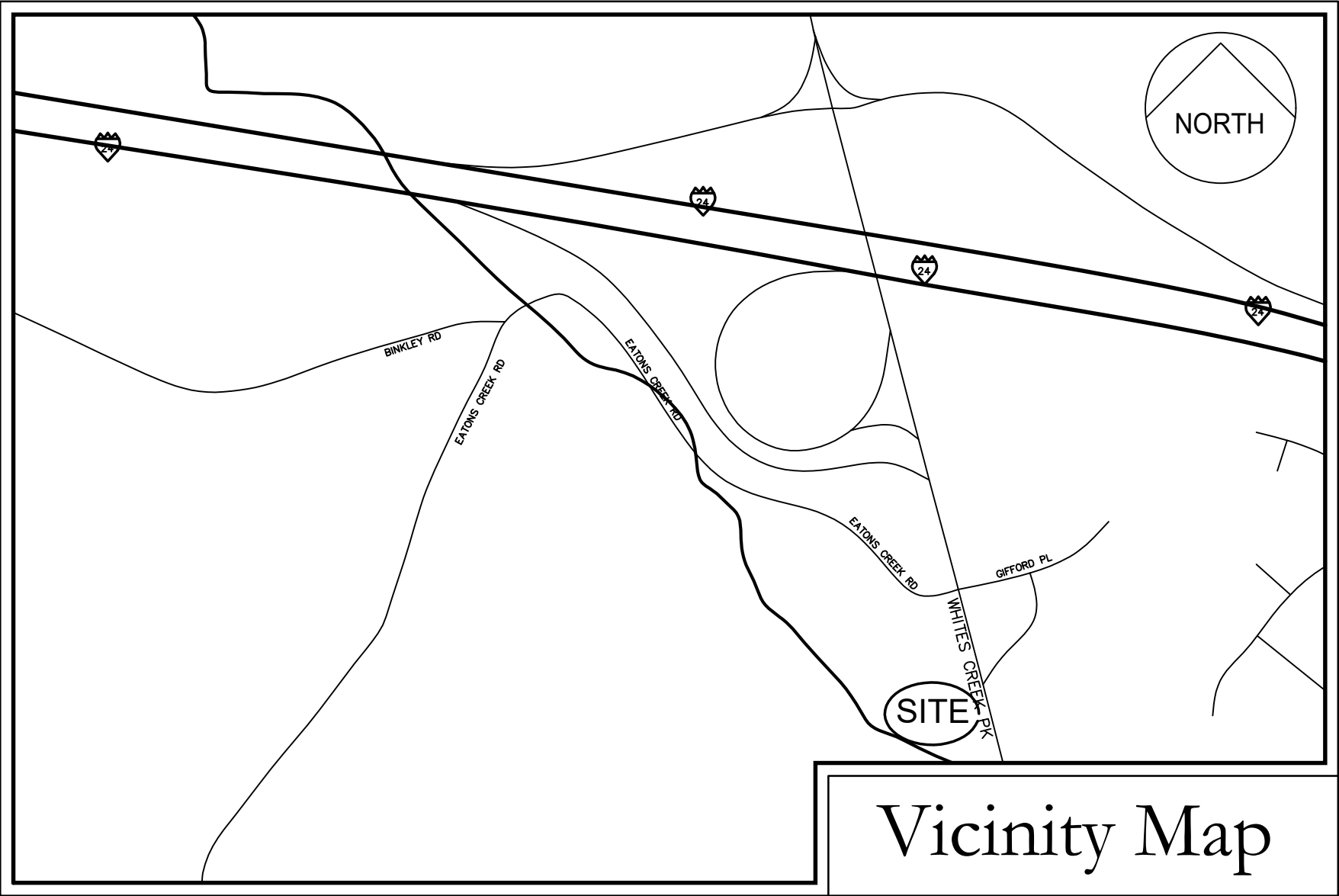
Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

Metro Water Services

Private water and/or sanitary sewer site utility

construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.

A Preliminary SP
Kubota at Whites Creek Pike
Case No. 2020SP-045-001
Being Parcels on Tax Map 22
Nashville, Davidson County, Tennessee



GENERAL PLAN CONSISTENCY NOTE

The intent of the current Land Use Policy T2-NC (Transect 2 Rural Neighborhood Center) is to maintain, enhance, and create rural centers that provide services and a mixture of uses for surrounding rural areas. T2 Rural Neighborhood Centers are pedestrian-friendly areas generally located at defined intersections and contain commercial, mixed use, residential, institutional land uses. T2 Rural Neighborhood Centers serve rural neighborhoods within a ten-minute drive. T2 Rural Neighborhood Centers are generally small, not exceeding the four corners of an intersection of prominent rural roads and have access to sewer infrastructure. T2 Rural Neighborhood Center policy areas are generally surrounded by extensive areas of Conservation Policy. While the Conservation policy is applied to environmentally sensitive features such as floodplains and steep slopes, areas outside of these features still drain to streams, creeks, and rivers within watersheds.

This Proposed SP is ideally located within the business center of Joelton and offers an opportunity for residents of Joelton for essential farm equipment sales and sevicees for this rural community. The Conservation areas within these parcels are to be preserved and protected.

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 more than 1 acre, therefore, a NOI will be submitted to TDEC during final SP process.
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).

NES Notes

- 1)

NES can meet with developer upon request to determine service options.
- 2)

NES shall be placed in 20"PU" along the front of each property.
- 3)

This phase will need to have underground power that will be connected to stubouts from phase 1 and phase 1B.
- 4)

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).
- 5)

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.
- 6)

Developer's vegetation design shall meet both Metro requirements and NES Vegetation Management requirements/clearances.
- 7)

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.
- 8)

NES needs electrical load information including any house, irrigation, pump, or compactor services.
- 9)

Postal plan is required before NES's final construction drawings can be approved.
- 10)

Limited building detail, and/or building construction information provided. 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. .

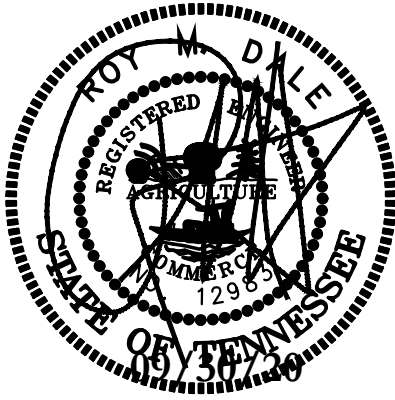
Go to www.nespower.com click on the "BUILDERS & CONTRACTORS" tab. Next click on the "Apply for Residential Subdivision" fill out the form. Then follow the direction for sending the digital drawing and the forms.

Development Summary		
Property Information Map 22 Parcels 242 and part of 13 and 14 7395 Old Hickory Blvd Nashville, TN 37189 Zoned: R40 and CL Site Area: 7.66 Ac	Civil Engineer and Surveyor Dale & Associates (Roy Dale, PE) 516 Heather Place Nashville, Tennessee 37204 615.297.5166	Electric Service Nashville Electric Service (NES) 1214 Church Street Nashville, Tennessee 37246 615.747.6807
Council District 1 - Jonathan Hall	Floodnote This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47037CO105H dated 4/5/2017.	Gas Service Nashville Gas (Piedmont) 615.734.0734
Owners of Record Ronald Waller P.O. Box 248 Joelton, TN 37080		Water and Sewer Service Metro Water Service 1600 2nd Avenue North Nashville, TN 37208 615.862.4598
Developer Robert Coleman 550 Alfred Thun Road Clarksville, TN 37040 Phone: 731-363-9820 Email:scoleman@colemantractor.com		Telephone Service Bellsouth 866.620.6000
		Utility Location Tennessee One-Call 800.351.1111

Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services.
The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).	
Project Area	7.66 Acres
Property zoning: R40 and CL	Surrounding Zoning: CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Sheet Schedule

- C1.0 Notes & Project Standards
- C2.0 Existing Conditions
- C3.0 Proposed Overall SP Layout Without Contours
- C4.0 Proposed Overall SP Layout With Contours



Dale & Associates

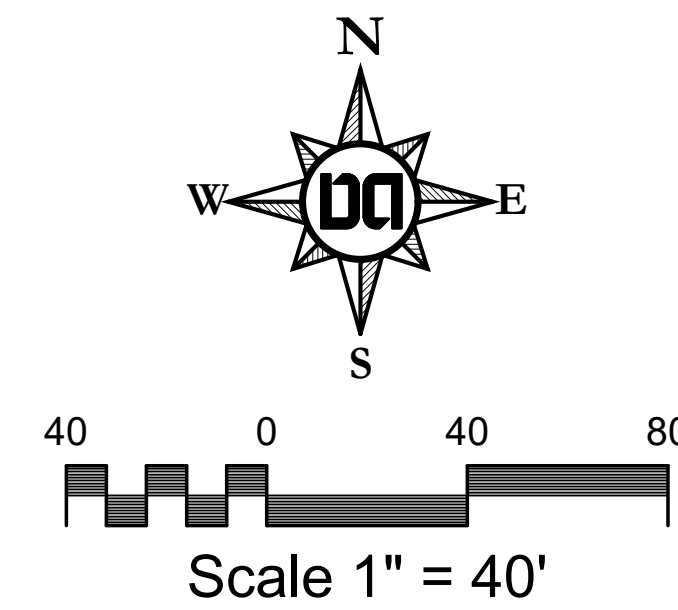
Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

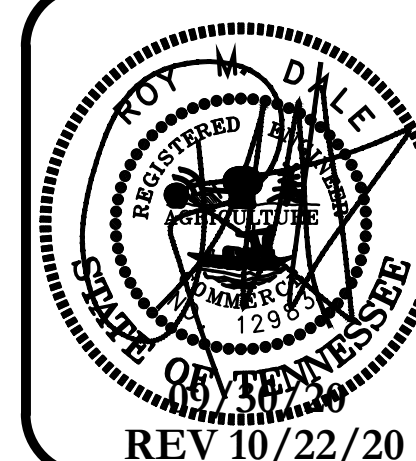
Case No 2020SP-045-001

C1.0

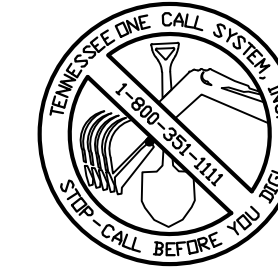
Notes and Project Standards



Kubota at Whites Creek Pike
Old Hickory Blvd North
Davidson County, Tennessee



REV 10/22/20
REV 10/31/20
REV 11/18/20

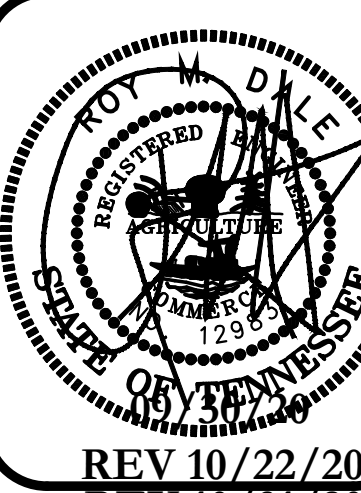


Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
310 Heather Place
Nashville, TN 37204
(615) 297-5166



Existing Conditions

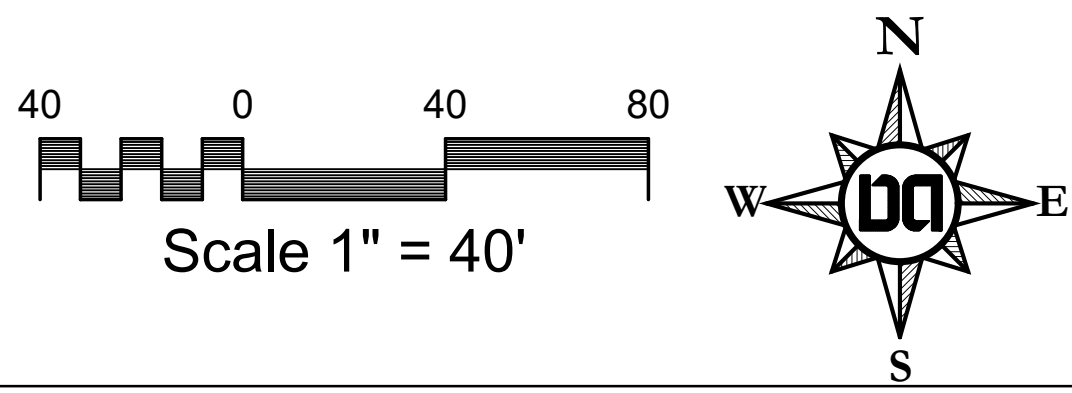
Kubota at Whites Creek Pike
Old Hickory Blvd North
Davidson County, Tennessee



REV 10/22/20
REV 10/31/20
REV 11/18/20
REV 12/12/20

Case No 2020SP-045-001

C3.0



Specific Plan Development Summary	
Uses	Permitted Uses Limited to Farm Equipment Sale and Services.
The retail or wholesale sale, rental, maintenance and repair of farm equipment and yard equipment including sales of parts, incidental and related merchandise. The maximum weight of any farm or yard equipment shall be no more than 25,000 pounds (lbs.).	
Project Area	7.66 Acres
Property zoning	R40 and CL
Surrounding Zoning	CL and SP
Fall Back Zoning	MUN
Minimum lot size	N/A
FAR	0.60
ISR	0.90
Street Setbacks	30' measured from exist R.O.W.
Side yard	10'
Rear yard	20'
Height standards	One Story in 30 feet
Parking and Access	
Proposed Ramp Location and Number	One Whites Creek Pike
Distance to intersection	300 ft Gifford Pl
Parking	Per Metro Zoning Code

Standard SP Notes

- The purpose of this SP is to receive preliminary approval for farm equipment sales and service.
- Farm Equipment Sales and Service is the retail or wholesale sale, rental, maintenance and repair of farm equipment including the sales of parts, incidental and related merchandise. The maximum weight of any farm equipment shall be no more than 25,000 pounds (lbs.)
- 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.
- This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Numbers 47037CO105H dated 4/5/2017.
- All public sidewalks are to be constructed in conformance with metro public works sidewalk design standards.
- Wheel chair accessible curb ramps, complying with applicable metro public works standards, shall be constructed at street crossings.
- The required fire flow shall be determined by the metropolitan fire marshal's office, prior to the issuance of a building permit.
- 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).
- 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.
- Landscaping and tree density requirements per SP 2020SP-045-001
- 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.
- 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 MUN zoning district as of the date of the applicable request or application. Uses are limited as described in the Council approved plan.
- The final unit count and details of the plan shall be governed by the appropriate regulations at the time of final application.
- The final site plan / building permit site plan shall depict 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 issuance of use and occupancy permits, existing vertical obstructions shall be located outside of the required sidewalks. Vertical obstructions are only permitted within the required grass strip or frontage zone.
- All development within the boundaries of this plan meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.
- An access easement shall be provided along the private commercial drive from Whites Creek Pike to the stream buffer. The easement shall allow access to Whites Creek Pike for any future development north of the drive.

Whites Creek Improvement Requirements

This development is required to provide roadway improvements per the MCSP Designation: T2-M-AB2-S
Standard Right-of-Way: 64
Half of Standard Right-of-Way: 32.00
Bikeway Width: 6.00
Planting Strip Width: 4.00
Sidewalk Width: 8.00
If additional right of way is required, this development will dedicate additional right of way to meet the half right of way standard of 32 feet.
Roadway improvements will be designed and constructed per the requirements of the Metro Nashville Department of Public Works

Landscape Buffering Requirements

Existing vegetation will be maintained along the perimeter of the property. Where the property abuts the existing residential and SP Zoning, the existing perimeter vegetation will be supplemented in order to establish a Class "C" Buffer of 30 Ft Minimum Width

Traffic Engineer

Prior to the submittal of any Final SP, A Traffic Access Study Shall Be Scoped By The Metro Traffic Engineer and a Resulting Traffic Access Study Shall Be Completed and Submitted to the Traffic Engineer For Review and Approval. All Traffic Improvements Warranted by Said Study Shall Be Designed and Submitted with the Application for The Final SP.

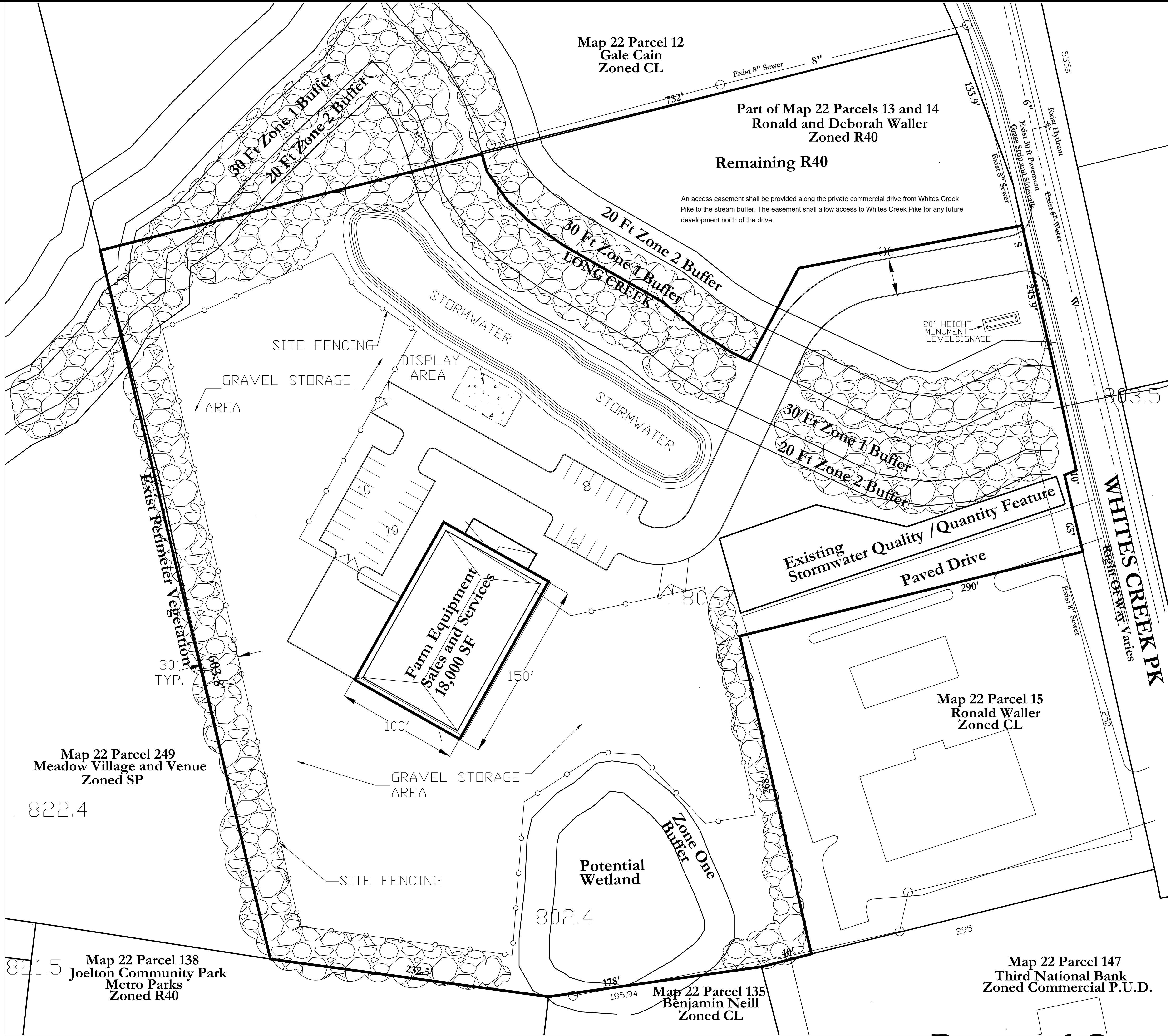
Metro Water Services

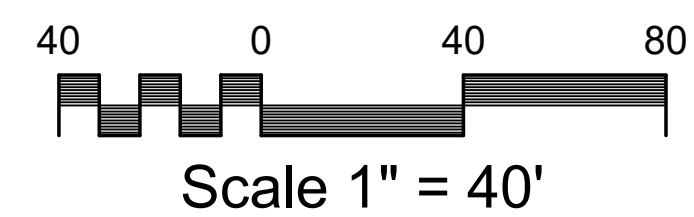
Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.



Dale & Associates
Civil Engineering
Land Planning & Zoning
516 Heather Place
Nashville, TN 37204
(615) 297-5106

Proposed Overall SP Layout
Without Contours





Specific Plan Development Summary	
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Project Area	7.66 Acres
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Landscape Buffering Requirements

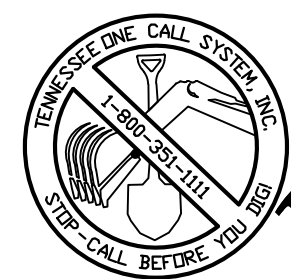
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Private water and/or sanitary sewer site utility construction plans must be submitted and approved prior to Final SP approval. The approved site utility plans must match the Final Site Plan/SP plans. A Capacity Study has taken place and the required capacity must be reserved by confirmation of capacity fee payment prior to Final Site Plan/SP approval.



Submitted with the Application

DA

Dale & Associates

516 Heather Place
Nashville, TN 37206
(615) 297-5151

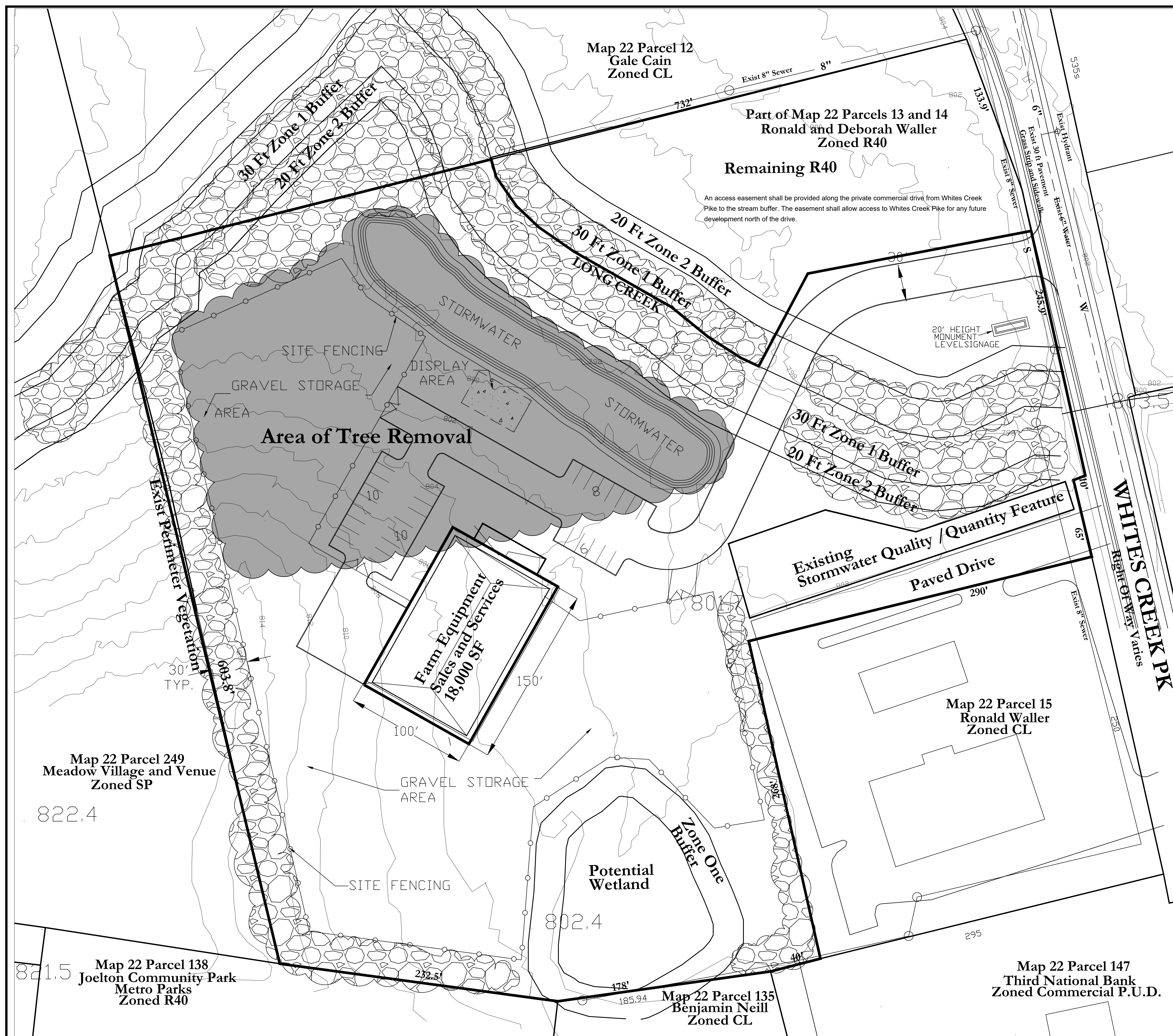
Civil Engineering
Land Planning & Zoning
Surveying

Case No 2020SP-045-001

C4.0

Case No 2020SP-045-001

C4.0



Note: Site Contains 186,000 SF of Forested Area of which 100,000 SF to be preserved

Proposed Overall SP Layout

With Contours

2020SP-045-001
KABOTA AT WHITES CREEK PIKE
Map 022, Parcel 242 and Part of Parcel(s) 013-014
Subarea 01, Joelton
District 01 (Hall)
Application fee paid by: Dale & Associates, Inc

A request to rezone from R40 and CL to SP zoning for properties located at 7215 Whites Creek Pike, and part of properties located at 7221 and 7227 Whites Creek Pike, approximately 210 feet south of Gifford Place (7.66 acres), to permit farm equipment sale and services, requested by Dale and Associates, applicant; Ronald Waller and Debora Waller, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-639, **Version:** 1

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 R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-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 R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), being Property Parcel No. 117 as designated on Map 092-10 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

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 092 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.

ORDINANCE NO. _____

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 R8-A zoning for property located at 2937 Torbett Street, approximately 810 feet west of 28th Avenue North (0.23 acres), all of which is described herein (Proposal No. 2020Z-070PR-001).

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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:

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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 092 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:

Councilmember Brandon Taylor

Application fee paid by: C&H Properties LLC



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-640, **Version:** 1

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 RM15-A-NS zoning for property located at 1305 Lischee Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), all of which is described herein (Proposal No. 2021Z-011PR-001).

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

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

By changing from RS5 to RM15-A-NS zoning for property located at 1305 Lischee Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), being Property Parcel No. 258 as designated on Map 071-15 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 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 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.

2021Z-011PR-001
Map 071-15, Parcel(s) 258
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: Reginal McKeever

A request to rezone from RS5 to RM15-A-NS zoning for property located at 1305 Lischeby Avenue, approximately 300 feet north of Douglas Avenue (0.18 acres), requested by Reginal McKeever, applicant; Top R and A Development, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-641, **Version:** 1

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 RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres, all of which is described herein (Proposal No. 2020Z-131PR-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 RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), being Property Parcel Nos. 088, 089 as designated on Map 041-12 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 041 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-131PR-001

Map 041-12, Parcel(s) 088-089

Subarea 02, Parkwood - Union Hill

District 08 (VanReece)

Application fee paid by: W.C. Company

A request to rezone from RS20 to ON zoning for properties located at 929 and 931 Old Hickory Boulevard, approximately 390 feet east of Dickerson Pike (1.66 acres), requested by W.C. Company, applicant; Ronald and Frances McCrary, owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-642, **Version:** 1

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 R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), all of which is described herein (Proposal No. 2020Z-138PR-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 R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres) being Property Parcel No. 042 as designated on Map 058-16 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 058 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-138PR-001

Map 058-16, Parcel(s) 042

Subarea 03, Bordeaux - Whites Creek - Haynes Trinity

District 01 (Hall)

Application fee paid by: Phillip Nesmith

A request to rezone from RS15 to R15 zoning for property located at 4020 Meadow Road, on the east side of Meadow Road and approximately 220 feet south of Cedar Circle (0.33 acres), requested by Phillip Nesmith, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-643, **Version:** 1

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 MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), all of which is described herein (Proposal No. 2021Z-015PR-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 MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.89 acres), being Property Parcel No. 514 as designated on Map 071-11 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 071 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.

2021Z-015PR-001
Map 071-11, Parcel(s) 514
Subarea 05, East Nashville
District 05 (Parker)
Application fee paid by: The Cauble Group, LLC

A request to rezone from RS5 to MUG-A zoning for property located at Dickerson Pike (unnumbered), approximately 210 feet south of Fern Avenue within the Dickerson Pike Sign Urban Design Overlay (0.62 acres), requested by Fulmer Lucas Engineering, LLC, applicant; Howdy Hospitality, LLC, owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-644, **Version:** 1

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 RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), all of which is described herein (Proposal No. 2020Z-141PR-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 RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), being Property Parcel No. 083 as designated on Map 133-00 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 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.

2020Z-141PR-001

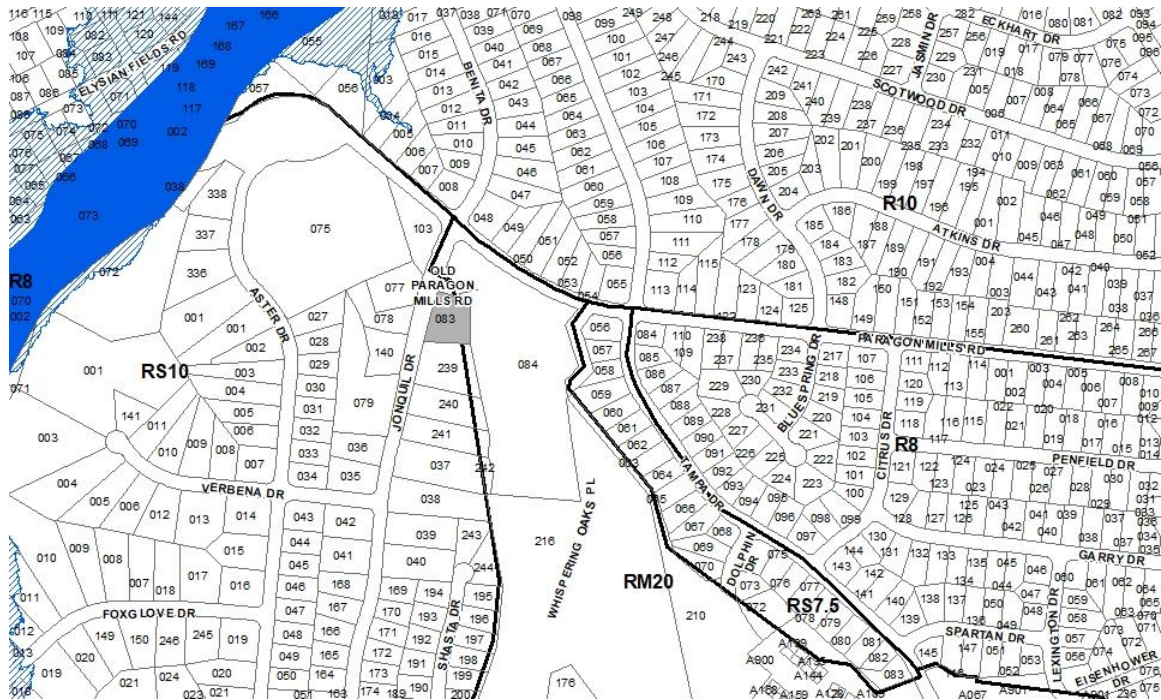
Map 133, Parcel(s) 083

Subarea 12, Southeast

District 26 (Johnston)

Application fee paid by: Hamidullah Durani

A request to rezone from RM20 and RS10 to R10 zoning for property located at 387 Old Paragon Mills Road, approximately 220 feet southwest of Paragon Mills Road (0.43 acres), requested by Hamidullah & Gholam Durani, applicants and owners.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-534, **Version:** 1

An ordinance amending the Debt Management Policy for the Metropolitan Government of Nashville and Davidson County to place a cap on the percentage of budgeted revenues devoted to debt service and amending Section 5.04.110 to require a quarterly debt report from the Director of Finance.

WHEREAS, at the suggestion of the State Comptroller, the Metropolitan Council adopted a Debt Management Policy for the Metropolitan Government in 2011 pursuant to Resolution No. RS2011-94; and

WHEREAS, Substitute Ordinance No. BL2017-726 added Section 5.04.105 to the Metropolitan Code to establish a requirement that the Metropolitan Government maintain a debt management policy that includes, at a minimum, the following:

- The appropriate amount of debt (by category) that should be approved in a capital spending plan;
- Multiple metrics by which the Metropolitan Government monitors, measures, and evaluates its financial condition including without limitation the amount of debt and debt service;
- A discussion of available metrics for measuring the amount of debt and debt service, and the reasons why the metrics selected for section 5.04.105
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(A)(2)(b) are most appropriate;
- A discussion of available metrics for measuring debt service including without limitation debt service as a percent of expenditures, revenues, property tax revenue, or per capita, and the reasons why the metrics selected for section 5.04.105
<<https://library.municode>.
(A)(2)(b) are most appropriate;
- A discussion of what factors regarding financial performance trends, including projections of key economic variables and population trends, must be considered in determining the appropriate amount of debt to be approved in a capital spending plan;
- A discussion of the purposes for which each category of debt may be utilized;
- A discussion of what impact if any the Metropolitan Government's net pension obligation, has on the amount of debt (by category) that is advisable; and
- A discussion of what impact, if any, the Metropolitan Government's unfunded OPEB obligation has on the amount of debt (by category) that is advisable.

WHEREAS, a revised Debt Management Policy was approved by the Council in 2017 pursuant to Ordinance No. BL2017-949 to comply with the requirements of Section 5.04.105; and

WHEREAS, the Debt Management Policy provides that the debt policy guidelines outlined therein are intended to provide general direction regarding the future use and execution of debt, though the Metropolitan Government maintains the right to modify these guidelines and may make exceptions to any of them at any time to the extent that the execution of such debt achieves the Metropolitan Government's goals; and

WHEREAS, more than 27,000 citizens recently signed a petition attempting to amend the Metropolitan Charter to, in part, impose debt limitations upon the Metropolitan Government; and

WHEREAS, although the Charter amendment petition was ruled to be unconstitutional, the petition provides evidence that constituents are concerned that the Metropolitan Government's debt level will soon be out of control if immediate actions are not taken; and

WHEREAS, the percentage of the Metropolitan Government's operating budget allocated to the payment of debt was 11.7% in 2008, 14% in 2020, and is projected to be over 16% of the operating budget by the year 2022 if the current trend continues; and

WHEREAS, the Council recognizes the requirement and necessity of providing adequate funds annually to timely repay the Metropolitan Government's outstanding debt, but is also mindful that debt payments should be limited to an amount that does not unduly burden the taxpayers; and

WHEREAS, it is fitting and proper that the Council adopt a policy that would place a sufficient, but reasonable cap, upon the percentage of revenues devoted to debt service, and establish a more transparent and accountable process for approving increases in debt.

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

Section 1. The Metropolitan County Council hereby amends the Debt Management Policy by adding the following provisions at the end of Section B., Policy:

It is further the policy of the Metropolitan Government that no more than 17% of the Metropolitan Government's annual operating budget be allocated to the payment of debt service. If the Metropolitan Government determines it is necessary to exceed this percentage cap, while not a legal requirement, it is the intention of the Metropolitan Council that such increase be approved by twenty-seven (27) affirmative votes of the Council.

Section 2. Section 5.05.110 of the Metropolitan Code is hereby amended by adding the following new subsection C.:

C. In addition to the annual debt report required by this section, the Director of Finance shall provide the Metropolitan Council with a report at the end of each quarter of the fiscal year providing information regarding debt commitments. Such report shall include debt payments and commitment in the prior quarter and projected debt for the following four years in both dollar amount and as a percentage of the operating budget. The projected debt is to include all projects approved in an initial general obligation bond resolution for which the use of commercial paper has been committed that will eventually become long term additional debt.

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

Analysis

Ordinance No. BL2017-726 added Section 5.04.105 to the Metro Code to require the Metropolitan Government to maintain a debt management policy that includes, at a minimum, the following:

- The appropriate amount of debt (by category) that should be approved in a capital spending plan;
- Multiple metrics for monitoring and evaluating Metro's financial condition, including the amount of debt and debt service;
- A discussion of available metrics for measuring the amount of debt and debt service, and the reasons why the metrics selected are most appropriate;
- A discussion of available metrics for measuring debt service including debt service as a percent of

expenditures, revenues, property tax revenue, or per capita, and the reasons why the metrics selected are most appropriate;

- A discussion of what factors regarding financial performance trends, including projections of key economic variables and population trends must be considered in determining the appropriate amount of debt to be approved in a capital spending plan;
- A discussion of the purposes for which each category of debt may be utilized;
- A discussion of what impact, if any, Metro's net pension obligation, has on the amount of debt (by category) that is advisable; and
- A discussion of what impact if any Metro's unfunded other post-employment benefits (OPEB) obligation has on the amount of debt.

A revised Debt Management Policy was approved by the Council in 2017 pursuant to Ordinance No. BL2017-949 to comply with the requirements of Section 5.04.105.

This ordinance further amends the Debt Management Policy to provide that no more than 17% of Metro's annual operating budget be allocated to the payment of debt service. If Metro determines it is necessary to exceed this percentage cap, the ordinance states that it is the intention of the Metropolitan Council that such increase be approved by 27 affirmative votes of the Council. Metro currently does not have a cap on the percentage of debt in the operating budget.

This ordinance also amends the debt reporting requirements contained in Section 5.04.110 of the Metro Code to require the Finance Director to provide the Council with a report at the end of each quarter of the fiscal year regarding debt commitments. This report would include debt payments and commitments in the prior quarter and projected debt for the following four years in both dollar amount and as a percentage of the operating budget. The projected debt is to include all capital projects approved in an initial general obligation bond resolution for which the use of commercial paper has been committed to start construction, and for which long term bonds will eventually be issued.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-551, **Version:** 1

An Ordinance to amend Chapter 16.04 of the Metropolitan Code of Laws relative to the issuance of certificates of occupancy and stop work orders.

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

Section 1. That Section 16.04.100 of the Metropolitan Code of Laws is hereby amended as follows:

16.04.100 - Certificate of occupancy-Issuance of electrical releases and temporary certificates.

A. To secure compliance with Chapters 16.04 and 16.28 through 16.56, the metropolitan government shall not provide nor permit another to provide utility services (such as water, sewer, electrical, or gas), either public or private, to any building or structure found to be in noncompliance of Chapters 16.04 and 16.28 through 16.56, or to any building or structure on a work site subject to a citation from the U.S. Department of Labor - Occupational Safety and Health Administration and/or the Tennessee Occupation Safety and Health Administration until any and all violations have been abated or corrected, until such building or structure has been brought into compliance, inspected and a final certificate of occupancy issued. This requirement shall not preclude the temporary use of utility services as may be necessary during construction, repair or rehabilitation of a structure. Provided, however, the director may authorize the issuance of an electrical release to the utility to connect electrical service in accordance with Section 16.36.030 for portions of a building safe for occupancy.

B. 1. It is further expressly provided that in the case of one-family and two-family dwellings and apartment/condominium complexes not exceeding three stories, a full electrical release shall, without exception, be issued after the frame inspection has been made and approved subject to completion of the following items:

- a. Electrical service must be completed and properly grounded;
- b. All exposed electrical wires are made safe (disconnected or installed in an approved junction box).

2. This request for full electrical release may be made on an oral or written basis by the electrical contractor, and the release shall be issued not more than two working days after the release unless an inspection of the intended premises reflects a noncompliance with paragraphs 1 and 2 of subsection B.

C. It is further expressly provided that in the case of one-family and two-family dwellings and apartment/condominium complexes not exceeding three stories, a temporary certificate of occupancy shall be issued after the following conditions have been met:

- 1. The plumbing has been connected with the water system and sewer line or waste disposal system;
- 2. Safe conditions exist with regard to such items as smoke detectors are installed and operable; exits are complete; fire stopping is in place and ditches are covered.
- 3. No temporary certificate of occupancy shall be issued if evidence is provided to the department of codes administration that the work site is subject to a citation from the U.S. Department of Labor - Occupational

Safety and Health Administration and/or the Tennessee Occupation Safety and Health Administration. A temporary certificate of occupancy shall be issued upon written evidence that all violations in the citation have been abated or corrected and if the other conditions in this subsection C are met.

D. Any such temporary certificate shall be valid for sixty days after the date of issue unless extended by the director. The director shall not unreasonably withhold any extensions unless for good cause. Should the building permittee obtaining a temporary certificate fail to secure a final certificate of occupancy within the time allowed, the director, in addition to other remedies available, and for good cause, may cause the utilities to be disconnected upon notice to the supplier to discontinue to furnish said service for this reason. The director shall not utilize his remedy to cause utilities to be disconnected unless ten days' written notice is given to the applicant. In case a contractor secures the temporary certificate, it shall be his responsibility to notify the purchaser or tenant of this condition of occupancy.

Section 2. That Section 16.04.110 of the Metropolitan Code of Laws is hereby amended as follows:

16.04.110 - Noncompliance-Stop work order.

A. Upon notice from the director of codes administration that work on any building or structure is being done contrary to the provisions of Chapters 16.04 and 16.28 through 16.56, or in a dangerous or unsafe manner; or upon notice that operation of any building or structure is being conducted contrary to the provisions of Section 17.16.250.E; or upon evidence provided to the department of codes administration that a work site is subject to a citation from the U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) and/or the Tennessee Occupational Safety and Health Administration (TOSHA) as described in subsection C; such work or operation shall be immediately stopped. Such notice shall be in writing and shall be given to the owner of the property or to his agent or to the person doing the work or overseeing the operation, and shall state the conditions under which work or operation may be resumed. When an emergency exists, no written notice shall be required to be given by the director.

B. Such notice as required may be in the form of a placard posted by the inspector conspicuously on the building in which the work or operation is in progress. Removal of such notice or placard without the express consent of the director of codes administration or his designated agent, is a violation of this code.

C. A stop work order shall be issued for any work site subject to a citation from OSHA and/or TOSHA when such citation contains violations that have not been abated or corrected whenever evidence of a citation has been provided to the department of codes administration. A citation from OSHA and/or TOSHA shall be treated as an emergency and no written notice shall be required. In such cases, work shall be allowed to continue upon written evidence that all violations in the citation have been abated or corrected to the satisfaction of the entity that issued the citation.

Section 3. 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 would require a stop work order, and prevent the issuance of a temporary certificate of occupancy, for any work site that is subject to a citation from the U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) and/or the Tennessee Occupation Safety and Health Administration (TOSHA) until all violations have been abated or corrected. Chapter 16.04 of the Metro Code currently provides that the Department of Codes Administration is to issue a stop work order if work is being done on any building or structure in violation of various building and trades code provisions. This ordinance adds OSHA and TOSHA violations to the list of violations that trigger a stop work order.

This ordinance would also prohibit the Codes Department from issuing a temporary occupancy permit if there are any outstanding OSHA or TOSHA violations at the site. Such permit could only be issued upon written evidence that all violations in the citation have been abated or corrected to the satisfaction of the entity that issued the citation.

The Codes Department has expressed some concerns regarding the enforceability and legality of this ordinance. According to the Codes Department, many of the standards enforced by OSHA and TOSHA are unrelated to the building and trades codes that Codes enforces, and Codes is not involved in the investigations that lead to OSHA and TOSHA violations. The Codes Department is concerned out potential due process violations if the cited parties are engaged in an appeal of the OSHA or TOSHA decision. Further, Codes is not typically notified when OSHA or TOSHA citations are issued, and even if they are notified, they do not know the status of any appeals or whether the violations have been abated.

There is no specific authorization under state or federal law for this ordinance. Federal law grants authority to states to administer their own workplace safety programs, which led to the creation of TOSHA under state law (Title 50, Chapter 3 of the Tennessee Code Annotated - Occupational Safety and Health Act of 1972) and administered by the Commissioner of Labor and Workforce Development. The state Act grants the Commissioner or their designee inspection and enforcement authority including injunctive relief (§ 50-3-401), the power to assess monetary penalties (§ 50-3-402), and the power to issue stop work orders (§ 50-3-918). But the Act does not grant such authority to local governments. Thus, the state and federal governments have arguably preempted the field regarding such regulations. The Council Office has been unable to find any case law directly on point regarding revocation of local permits based upon OSHA/TOSHA violations.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-556, **Version:** 1

An ordinance to amend the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County, by renaming a portion of Clover Street off 44th Avenue North to "Community Court". (Proposal Number 2020M-006SR-001).

WHEREAS, the request for the street name change has been submitted by Metro Public Works, applicant; and,

WHEREAS, there are three disconnected sections of roadway named Clover Street that could cause confusion for Emergency Services; and,

WHEREAS, the proposed request to change the name of this right-of-way has been submitted to and approved by the Metropolitan Planning Commission, and other relevant agencies of the Metropolitan Government of Nashville and Davidson County, in accordance with Metropolitan Code § 13.08.015; and,

WHEREAS, the community deems it appropriate that said name be changed.

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

Section 1. That the Geographic Information Systems Street and Alley Centerline Layer for the Metropolitan Government of Nashville and Davidson County, as enacted by Ordinance No. BL2019-96, be and is hereby amended, as follows:

Renaming a section of Clover Street to "Community Court", extending from 44th Ave N to a dead end, between Centennial Blvd / Dr Walter S Davis Blvd and Tennessee Ave, all of which is more particularly described by lines, words and figures on the sketch, which is attached hereto and made a part of this ordinance as though copied herein.

Section 2. The Director of the Department of Public Works is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause said change to be made on said Map 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. Amendments to this legislation may be approved by resolution.

Section 4. This ordinance shall take effect immediately after its passage, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Analysis

This ordinance amends the Geographic Information Systems Street and Alley Centerline Layer for the

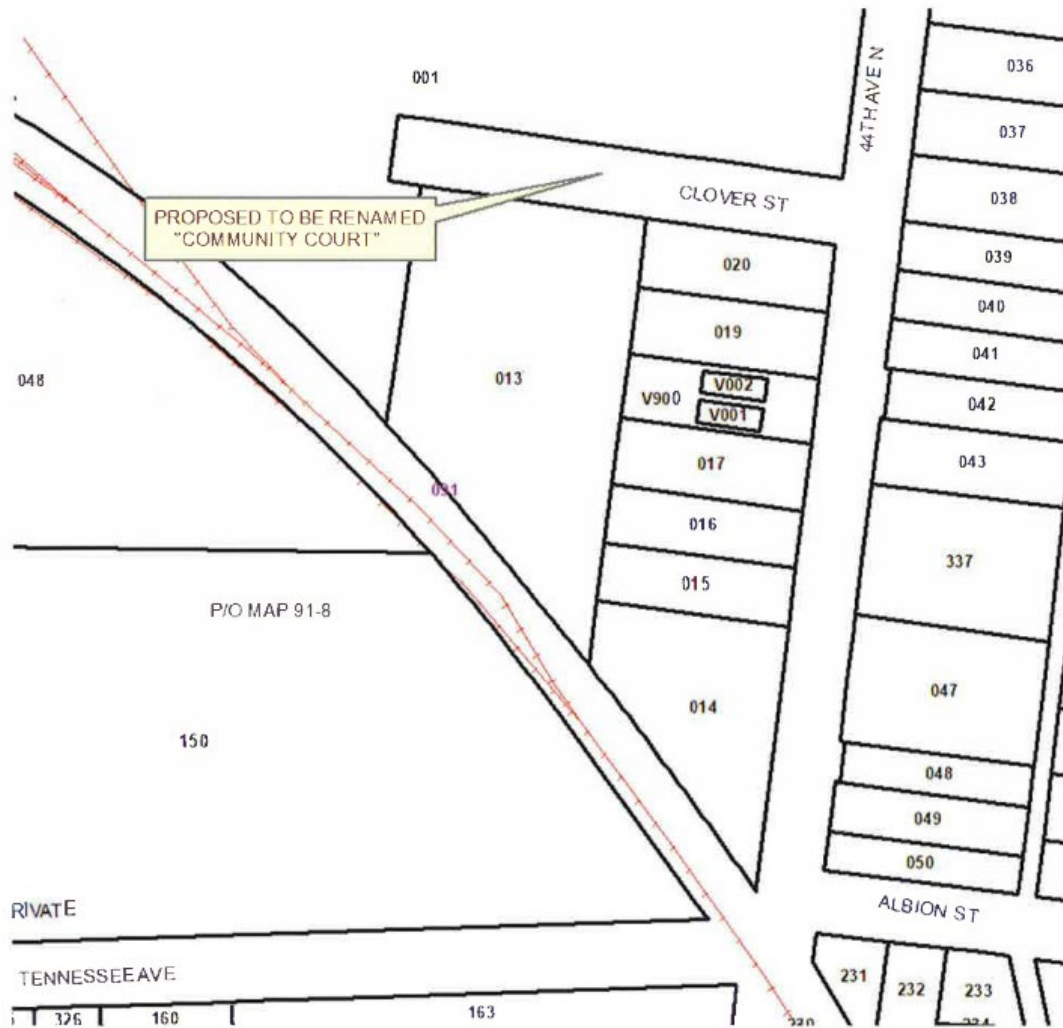
Metropolitan Government of Nashville and Davidson County, by renaming a section of Clover Street extending from 44th Ave N to a dead end, between Centennial Blvd / Dr Walter S Davis Blvd and Tennessee Ave, as "Community Court". There are currently there are three disconnected sections of roadway named Clover Street that could cause confusion for emergency services.

This ordinance has been approved by the Planning Commission and the ECD Board. The required staff report from the Historical Commission has been received and is available as an attachment to the ordinance.

Proposal: 2020M-006SR-001

Map 91-8

Council District 21



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

JOHN COOPER
MAYOR



DEPARTMENT OF PUBLIC WORKS
750 S. 5TH STREET
NASHVILLE, TENNESSEE 37206

Memorandum

To: Lucy Kempf, Planning Department

From: Bonnie Crumby, Public Works *BC*

Date: October 9, 2020

REF: Clover St proposed to be renamed "Community Ct"
Map 91-8 / District 21

There is a new proposed development in the 21st District at 44th Ave N and Clover Street. In preparing to assign addresses for this development, I realized there are three disconnected sections of right-of-way named "Clover Street". There is an existing Clover St between 32nd Ave N & 33rd Ave N and there is also an unimproved Right-of-Way named Clover St between Branch St and 40th Ave N. The disconnected sections of right-of-way with the same street name could cause a potential safety issue for Emergency Services.

To assist Emergency Services and to avoid confusion in locating the new addresses on the section of Clover St off 44th Ave N, Public Works recommends that this section of Clover St be renamed "**Community Court**". The 21st District Council Member agrees with this street renaming.

Included is a portion of the Property Map showing the section of Clover St right-of-way that is requested to be renamed .

Please process this application. Let me know if you have any questions regarding the proposed street renaming.

cc: Brandon Taylor, District 21 Council Member
Marty Boyce, Dept of Emergency Communications
Sharon O'Conner, Planning Department
Lisa Milligan, Planning Department
Shawn Shepard, Planning Department



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-573, **Version:** 1

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 340 Peachtree Street, approximately 350 feet west of Wickson Avenue (0.17 acres), all of which is described herein (Proposal No. 2020Z-129PR-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 340 Peachtree Street, approximately 350 feet west of Wickson Avenue (0.17 acres), being Property Parcel No. 439 as designated on Map 119-01 of the Official Property Identification Maps of The Metropolitan Government of Nashville and Davidson County, all of which is described by lines, words and figures on the attached sketch, which is attached to and made a part of this ordinance as though copied herein.

Section 2. Be it further enacted, that the Metropolitan Clerk is hereby authorized and directed, upon the enactment and approval of this ordinance, to cause the change to be made on Map 119 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 119-01, Parcel(s) 439/Armando Alvarado
Requested by: Armando Alvarado

2020Z-129PR-001
Map 119-01, Parcel(s) 439
Subarea 11, South Nashville
District 16 (Welsch)
Application fee paid by: Armando Bueso

A request to rezone from RS5 to R6-A zoning for property located at 340 Peachtree Street, approximately 350 feet west of Wickson Avenue (0.17 acres), requested by Armando Alvarado, applicant and owner.





Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-581, **Version:** 1

An ordinance amending Section 13.08.080 of the Metropolitan Code to permit the use of License Plate Scanner (LPR) technology on or within law enforcement vehicles.

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

Section 1. That Section 13.08.080 of the Metropolitan Code is hereby amended as follows:

1. By deleting the phrase, "It is unlawful to operate any license plate scanner installed onto or within the public right-of-way, with the exception of uses that meet each of the following requirements:" wherein it appears in subsection G.; and
2. By substituting in lieu thereof the phrase, "It is unlawful to operate any license plate scanner, regardless of the physical location of the scanning equipment, for the purpose of scanning license plates within the public rights-of-way, with the exception of those that are located within or on a law enforcement vehicle and those employed for uses that meet each of the following requirements:".

Section 2. 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 amends Section 13.08.080 of the Metropolitan Code to create an exception for law enforcement vehicles from the prohibition on license plate readers (LPRs). The Code currently prohibits the operation of LPRs installed onto or within the public right-of-way except for use in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law.

This ordinance would create another exception from the LPR ban to allow the use of such scanners by law enforcement. Specifically, the ordinance would allow LPRs located within or on a law enforcement vehicle.

A question has been raised as to whether prohibiting the private use of LPRs violates the First Amendment to the United States Constitution. While there are no cases directly on point, an argument can reasonably be made that preventing private homeowners and businesses from using LPRs, as well as recording and disseminating the data, would be a First Amendment violation. Since the restriction would apply only to LPRs, it would likely be considered content-based, thus triggering the highest strict scrutiny standard of judicial review. In order to survive the strict scrutiny test, Metro would have to show that the restriction is related to a compelling governmental interest, is narrowly tailored to achieve that compelling interest, and is the least restrictive means available to meet that objective. This is an extremely difficult standard to overcome.

There is a proposed amendment for this ordinance to limit the applicability of the LPR use prohibition to Metro

employees and contractors to eliminate the First Amendment concerns.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-582, **Version:** 1

An ordinance amending Section 13.08.080 of the Metropolitan Code of Laws to pertaining to the use of License Plate Scanner (LPR) Technology in the public rights-of-way.

WHEREAS, license plate scanner technology has been deployed safely and effectively across the country, including in Tennessee; and

WHEREAS, license plate scanner technology is an objective tool used to identify the letters and numbers contained on a publicly displayed, government issued, license plate; and

WHEREAS, it is in the public interest to permit the use of this technology subject to a reasonable privacy framework that ensures the protection of civil liberties.

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

Section 1. That Section 13.08.080 of the Metropolitan Code is hereby amended by deleting the existing language in subsection G and substituting in lieu thereof:

G. Except as provided in subsection I. of this section, any department of the Metropolitan Government, either directly or through contractors acting at the department's direction, wishing to acquire or enter into an agreement to acquire license plate scanner (LPR) technology and/or install or operate them onto or within the public rights-of-way, shall comply with the following requirements and restrictions:

1. A usage and privacy policy shall be implemented in order to ensure that the collection, use, maintenance, sharing, and dissemination of LPR information is consistent with respect for individuals' privacy and civil liberties. The usage and privacy policy shall be posted on the department's website, and shall include the following:
 - (a) The authorized purposes for using the LPR system and collecting LPR information, which shall be limited to the following: investigating and prosecuting criminal offenses, detecting and parking civil traffic or parking offenses, operating a smart parking or curb management program, and assisting in missing persons cases including Amber and Silver Alerts.
 - i. Law Enforcement Agencies must have reasonable suspicion that a criminal offense, or a civil traffic or parking offenses, has occurred before examining collected license plate reader data that was collected more than one hour prior to

the examination. Further, Law Enforcement Officers shall not examine license plate reader data that was collected more than one hour prior to the examination in order to generate reasonable suspicion,

- ii. Whenever a license plate reader alerts on a plate, law enforcement, before taking any action, must confirm visually that a plate matches the number and state identified in the alert, confirm that the alert is still active by calling dispatch and, whether the alert pertains to the registrant of the car and not the car itself.

(b) A description of the employees or contractors who are authorized to use or access the LPR system or to collect LPR information.

(c) A description of the steps taken to restrict the information obtained through the LPR system to that which is strictly necessary to implement the purposes in subsection G.1(a) of this section and limited to the contents of only the license plate and, to the extent possible, excluding identifying information of the driver and passengers.

(d) A description of how the LPR system will be monitored to ensure the security of the information obtained.

(e) The purposes of, process for, and restrictions on the sharing of LPR information to other persons, which must be in accordance with the purposes identified in subsection G.1(a) of this section.

(f) A description of the measures used to ensure the accuracy of LPR information and to correct data errors.

(g) The length of time LPR information will be retained, limited to the terms outlined in subsection G.4 of this section.

2. The installation and maintenance of LPR hardware and software, as well as LPR data access, retention, and security, shall be managed by an LPR Custodian ("Custodian"), who will assign personnel under their command to administer the day-to-day operation of the LPR system as defined below. The Custodian's name shall be provided on the department's website. The Custodian shall be the administrator of the LPR system and shall be responsible for developing guidelines and procedures regarding the department's use of its LPR system, including, but not limited to:

(a) Establishing and maintaining reasonable security procedures and practices, including operational, administrative, technical, and physical safeguards, to protect LPR information from unauthorized access, destruction, use, modification, or disclosure;

(b) Maintaining a list of the name and job title of all users who are authorized to use or access the department's LPR system;

(c) Developing training requirements for and ensuring training of authorized users on the operations of, and usage and privacy policy for the department's LPR system;

(d) Developing procedures and a regular timetable for conducting audits of LPR system usage, including audits of user searches;

(e) Developing procedures for, and ensuring the proper retention and destruction of, the agency's LPR data;

(f) Ensuring that this policy and its related procedures are posted conspicuously on the department's public website; and

(g) Managing the relationship with the LPR provider, which shall include ensuring that:

- (1) The provider meets all contractual obligations;

- (2) The system is maintained as per Service Level Agreements;
- (3) Log retention is adequate; and
- (4) Data ownership is clearly understood.

3. Access and use of the department's LPR system is strictly restricted to the authorized users, as outlined below:

- (a) Authorized users must receive appropriate supervisory approval, as determined by the Custodian, prior to receiving LPR system access.
- (b) Access shall only be approved for designated personnel whose roles require them to use the LPR system, and LPR system access shall be further limited to those tasks within the employee's job responsibilities.
- (c) Personnel authorized to use the department's LPR system as defined in subsection G.3.(b) of this section shall be specifically trained in the system, and the usage and privacy policy prior to receiving account access including, but not limited to:
 - i. Applicable local, state, and federal laws;
 - ii. Applicable policies, including the usage and privacy policy;
 - iii. Functionality of the equipment;
 - iv. Authorized and prohibited uses;
 - v. Accessing data;
 - vi. Safeguarding password information and data;
 - vii. Data sharing policies and procedures; and
 - viii. Reporting breaches, errors, and other issues.
- (d) Authorized user accounts which are inactive for a period of nine months will be disabled automatically. Authorized users with disabled accounts must be retrained in the LPR system, usage, and privacy policies prior to having their accounts reinstated.
- (e) Users found to have used the LPR system without authorization, with improper credentials, or in a manner not authorized by these policies shall have their access immediately revoked and may face disciplinary action in accordance with applicable civil service policies, up to and including termination.

4. LPR data, including but not limited to license plate number, vehicle description, location and date/time stamp shall not be retained for more than 30 days unless it is evidence in a criminal offense or civil traffic or parking offense, subject to a properly issued warrant, subpoena, public records request or court order, or where the department has been instructed to preserve such data by the Metropolitan Department of Law in relation to pending litigation or anticipated litigation.

- (a) Any data unrelated to an ongoing investigation, or current or possible litigation shall be automatically deleted after 30 days.
- (b) Users who wish to preserve LPR data for longer than 30 days shall make a written request to their supervisor including the investigation number and purpose for preservation and, upon approval, such LPR data will be preserved along with a note in the record stating the reason for preservation and related investigation number.

5. The LPR Custodian shall perform an audit of the LPR system and its access history on a regular basis,

not less than one time per year. The department shall maintain an audit trail of access to the system for a period of not less than three years, which will include the following:

- (a) The date and time the information is accessed.
- (b) The license plate number or other data elements used to query the LPR system, if such data elements are not deleted per subsection G.4 of this section. Data exempt from deletion under subsection G.4., such as data that will be used as evidence in a criminal offense or civil traffic or parking offense, must be preserved for the audit trail pursuant to this subsection.
- (c) The username of the person who accessed the information.
- (d) The purpose for accessing the information.

6. To the extent consistent with state or federal law, the department's stored LPR data may only be shared with other law enforcement agencies using the following procedures:

- (a) The agency making the request for the LPR data shall submit in writing:
 - i. The name of the agency;
 - ii. The name and title of the person requesting the information;
 - iii. The intended purpose of obtaining the information; and
 - iv. An agreement to adhere to the applicable provisions of this usage and privacy policy.
- (b) The request shall be reviewed and approved by the Custodian before the requested access is granted.
- (c) If the requested search generates results, the Custodian or his or her designee must verify that the results are relevant to the request made prior to sharing the LPR data.
- (d) The department shall not share any data with any agency that uses that data in a manner broader than allowed by this policy.
- (e) Records of all approved requests, including a record of which account was used to provide the search results, must be maintained for a period not less than three years.

7. To protect against racial and ethnic bias in the use of LPRs, any time a motor vehicle is stopped based on data analysis performed by an LPR:

- A. The law enforcement officer who effectuated the stop shall record and provide to their precinct for record keeping and reporting purposes:
 - i. The date, time, and precise location of the stop;
 - ii. Any investigative or enforcement actions that were taken subsequent to the stop, including without limitation: an arrest; a search of a vehicle, driver, or passenger; the issuance of a new ticket, fine, or fee; or the enforcement of an existing ticket, fine, or fee;
 - iii. The self-identified race(s) and ethnicities of the driver of the stopped motor vehicle, if voluntarily provided by the driver following the law enforcement officer's request.
 - a. The race and ethnicity identification categories provided to the driver for selection by the law enforcement officer shall be the same as those under present use by the United States Office of Management and Budget (OMB).
- B. No later than March 1 of each year, the police department shall report to the Metropolitan Council, and shall make publicly available upon the department's website, all of the data

collected pursuant to this subsection Section G.7.A, by precinct, from the previous calendar year. The reported data shall include no other personally identifiable information.

8. Failure of an employee to comply with the foregoing policies shall be grounds for disciplinary action in accordance with applicable civil service policies, up to and including termination.
9. LPR data shall only be disclosed in accordance with state and federal law.
10. LPR data obtained from a privately owned or operated LPR system may be used for the purposes authorized in subsection G.1., provided the data is voluntarily provided by the owners or operators of said LPR systems. The Custodian shall develop policies and procedures for requesting, protecting, and retaining this data that are consistent with the intent of subsections G.2., G.3., and G.4.

Section 2. That Section 13.08.030 of the Metropolitan Code is hereby amended by adding the following new subsection I.:

- I. In addition to the provisions of subsection G. of this section, license plate scanner technology shall be allowed if all of the follow requirements are met:
 - (a) The license plate scanner is used solely and exclusively in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law;
 - (b) The data from the license plate scanner and vehicle emissions sensor is used solely and exclusively for purposes of determining compliance with vehicle emissions standards and aggregating data in a manner which does not allow the identification of a person or persons;
 - (c) A determination by the vehicle emissions sensor that a vehicle identified by the license plate scanner is not in compliance with applicable emissions standards shall not lead to any penalty or punitive action against the registered vehicle owner;
 - (d) No fewer than two such license plate scanners shall be in operation within Davidson County at any given time; and
 - (e) Data that can be used to pair a specific vehicle's license plate number, VIN, or other unique identifier with a specific geographic location shall not be retained for more than one week.

Section 3. 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 amends Section 13.08.080 of the Metropolitan Code to provide for and regulate the usage of license plate reader (LPR) technology. The Code currently prohibits the operation of LPRs installed onto or within the public right-of-way except for use in conjunction with a vehicle emissions sensor as part of an emissions inspection program authorized under local, state or federal law. This ordinance would replace the provisions of subsection G. of Section 13.08.080 entirely. The ordinance preserves the existing emissions

inspection program exception, and adds a new comprehensive regulatory structure for other uses of LPR technology.

The ordinance would require departments, either directly or through contractors, who want to use LPRs to implement a usage and privacy policy that would be posted on the department's website. The policy must be designed "to ensure that the collection, use, maintenance, sharing, and dissemination of LPR information is consistent with respect for individuals' privacy and civil liberties." The data collected could only be used for the following purposes:

- investigating and prosecuting criminal offenses
- detecting and parking civil traffic or parking offenses
- operating a smart parking or curb management program
- assisting in missing persons cases including Amber and Silver Alerts

Law enforcement agencies must have reasonable suspicion that a criminal offense, or a civil traffic or parking offenses, has occurred before examining any LPR data that was collected more than one hour prior to the examination. Prior to taking any action, law enforcement officers must also confirm visually that a plate matches the number and state identified in the alert, confirm that the alert is still active by calling dispatch, and determine whether the alert pertains to the registrant of the car and not the car itself.

The usage policy must also provide a description of the employees or contractors who are authorized to use or access the LPR system or to collect LPR information, and the steps that will be taken to ensure the security of the information and exclude identifying information of the driver and passengers to the extent possible. The policy must include the purposes of and restrictions on sharing LPR data, the measures used to ensure the accuracy of the data, and the length of time the data will be retained.

The installation and maintenance of LPR hardware and software, as well as LPR data access, retention, and security, would be managed by an LPR Custodian. The custodian would be responsible for assigning the personnel who will administer the day-to-day operation of the LPR system, and to develop guidelines and procedures for the further implementation of this ordinance. This will include establishing and maintaining security procedures and practices, maintaining a list of the name and job title of all authorized users, training requirements, audit procedures, and a data retention policy. This policy and its related procedures must be posted conspicuously on the department's public website.

The ordinance also includes specific restrictions on the access and use of the department's LPR system, such as supervisor approval and limiting access to those tasks that fall within the specific user's job responsibilities. All users must be specifically trained regarding the LPR system and the usage/privacy policy prior to receiving account access. Users found to have used the LPR system without authorization would have their access immediately revoked and may face disciplinary action in accordance with applicable civil service policies, up to and including termination.

LPR data could not be retained for more than 30 days unless it is evidence in a criminal offense or civil traffic or parking offense, subject to a properly issued warrant, subpoena, public records request or court order, or where a litigation hold has been placed by the Department of Law. T.C.A. § 55-10-302 provides that any LPR data collected by any governmental entity may not be stored "for more than 90 days" unless the data is retained or stored as part of an ongoing investigation, and in that case, the data must be destroyed at the conclusion of the investigation or criminal action. Thus, the state law does not prevent local governments from having a shorter retention period.

The ordinance requires the LPR custodian to perform an audit at least once per year of the LPR system and

the access history. The ordinance also provides some limitations on the sharing of LPR data with other law enforcement agencies. The ordinance further provides that LPR data obtained by Metro from a privately owned or operated LPR system could only be used for the purposes outlined above.

Law enforcement officers who stop vehicles based upon LPR data must complete a written record that includes the following:

- The date, time, and precise location of the stop;
- Any investigative or enforcement actions that were taken as a result of the stop; and
- The self-identified race(s) and ethnicities of the driver of the stopped motor vehicle if voluntarily provided by the driver at the request of the officer.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-586, **Version:** 2

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:

Kyonzté Toombs
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-593, **Version:** 1

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

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.

Analysis

This ordinance establishes a Special Bombing Review Commission (the "Commission") to investigate and the circumstances and responses pertaining to the December 25, 2020 suicide bombing on Second Avenue and to report its findings back to the Council. Section 2.04 of the Metropolitan Charter authorizes the creation of commissions in addition to those specifically provided for in the Charter, including the necessary authority for carrying out the powers of the commission. The Council has created several commissions by ordinance over the years, such as the Metropolitan Action Commission, the Historical Commission, the Human Relations Commission, and the Housing Fund Commission.

This commission would be of limited duration to focus on one specific event. The purpose of the Commission is to review and investigate the circumstances surrounding the bombing, 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. The Commission would consist of nine members: Seven appointed by the Mayor, which are not subject to confirmation by the Council, the Chair of the Council Public Safety Committee (or another councilmember designated by such Chair) and the Vice Mayor or his designee.

The ordinance grants the Commission 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. The ordinance also specifies that the Commission would have the right to subpoena witnesses and documents. Section 18.10 of the Charter provides that commissions that are granted investigatory authority have the right to compel the attendance of witnesses and the production records pertinent to the investigation or any hearing.

The Commission will be required to submit its report and recommendations to the Council within one year from the date of its first meeting, and the Commission will terminate at that point.

Metropolitan Nashville and Davidson County, TN Legislation

Bill (Ordinance): 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.

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.

Mayor _____
John Cooper

Date _____



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-613, **Version:** 1

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.

Analysis

This ordinance approves a contract between Metro Water Services (MWS) and Lightwave Solar, LLC ("Lightwave") for photovoltaic solar facilities located at the Central Wastewater Treatment Plant, Whites Creek Wastewater Treatment Plant, and Omohundro Water Treatment Plant. The agreement is in furtherance of the Council's approval of Ordinance No. BL2019-1600, which in part requires Metro to utilize 35% tier-one renewable energy sources by 2025, 2.45% of which must be derived from solar, and to utilize 100% tier-one renewable energy by 2041, 10% of which must be from solar.

Lightwave was selected through a request for proposals process to design, construct, and maintain solar arrays at the three MWS facilities (the "System"). The term of the agreement is for 30 years commencing from the date the System is energized, which is anticipated to be December 31, 2021. Lightwave will remain the owner of the System and will provide to MWS all of the electrical energy generated by the System during term of the agreement. MWS will be responsible for delivering any electric energy generated by the System that is in excess of the MWS facility's requirements to Nashville Electric Service.

MWS will make monthly payments to Lightwave in the amount of \$31,090.99 throughout the term of the agreement. Metro can terminate the agreement for any reason with 90 days written notice and upon the payment of a termination fee, which is calculated as the sum of (1) a percentage of the System value after depreciation, (2) the net present value of the remaining monthly payments, and (3) the costs of removal. If Lightwave terminates the agreement early, Metro will be entitled to a termination payment consisting of the net present value of the expected cost of the electricity that is in excess of the monthly fee.

MWS cannot make alterations to the System that could adversely affect operation of the System without Lightwave's consent. MWS can be "off line" up to 48 daylight hours per year without penalty. Being off line for more than 48 hours in a year will require MWS to reimburse Lightwave for lost environmental incentives or lost sales. MWS will have the option to purchase the System at fair market value at the end of the 6th, 15th, 20th, and 25th contract year.

This ordinance also approves a site lease for the solar array areas for the duration of the solar energy agreement with Lightwave.

Future amendments to the agreement may be approved by resolution.

Fiscal Note: Metro Water Services will pay \$31,090.00 monthly from Fund #65560210, Business Unit #67331, under the terms of this agreement.

ORDINANCE NO. 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.

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 contact, 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.

RECOMMENDED BY:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

Trael Webb

Trael Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

Kevin Crumbo

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

Tara Ladd

Assistant Metropolitan Attorney

INTRODUCED BY:

Kymberly Joanniss

Robert Atack

Burke Miller

Council Member(s)

TP

TE

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"/>	<input type="text"/>	\$0.07	Awarded
Ameresco	<input type="checkbox"/>	<input type="text"/>	\$1.00	Evaluated but not selected
Entegry	<input type="checkbox"/>	<input type="text"/>	\$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]

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

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 SH
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”:	
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
Fax	None	Fax	(615) 641-2219
E-mail	None	E-mail	ckoczaja@lightwavesolar.com
Premises Ownership	Site Host [X] owns [] leases the Premises. List Premises Owner, if different from Site Host: N/A	Additional Service Provider Information	

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.

<u>Section 1</u>	Basic Terms and Conditions
<u>Section 2</u>	System Description
<u>Section 3</u>	[Reserved]
<u>Section 4</u>	General Terms and Conditions
<u>Section 5</u>	Form of Site Lease
<u>Section 6</u>	Form of Memorandum of Lease
<u>Section 7</u>	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

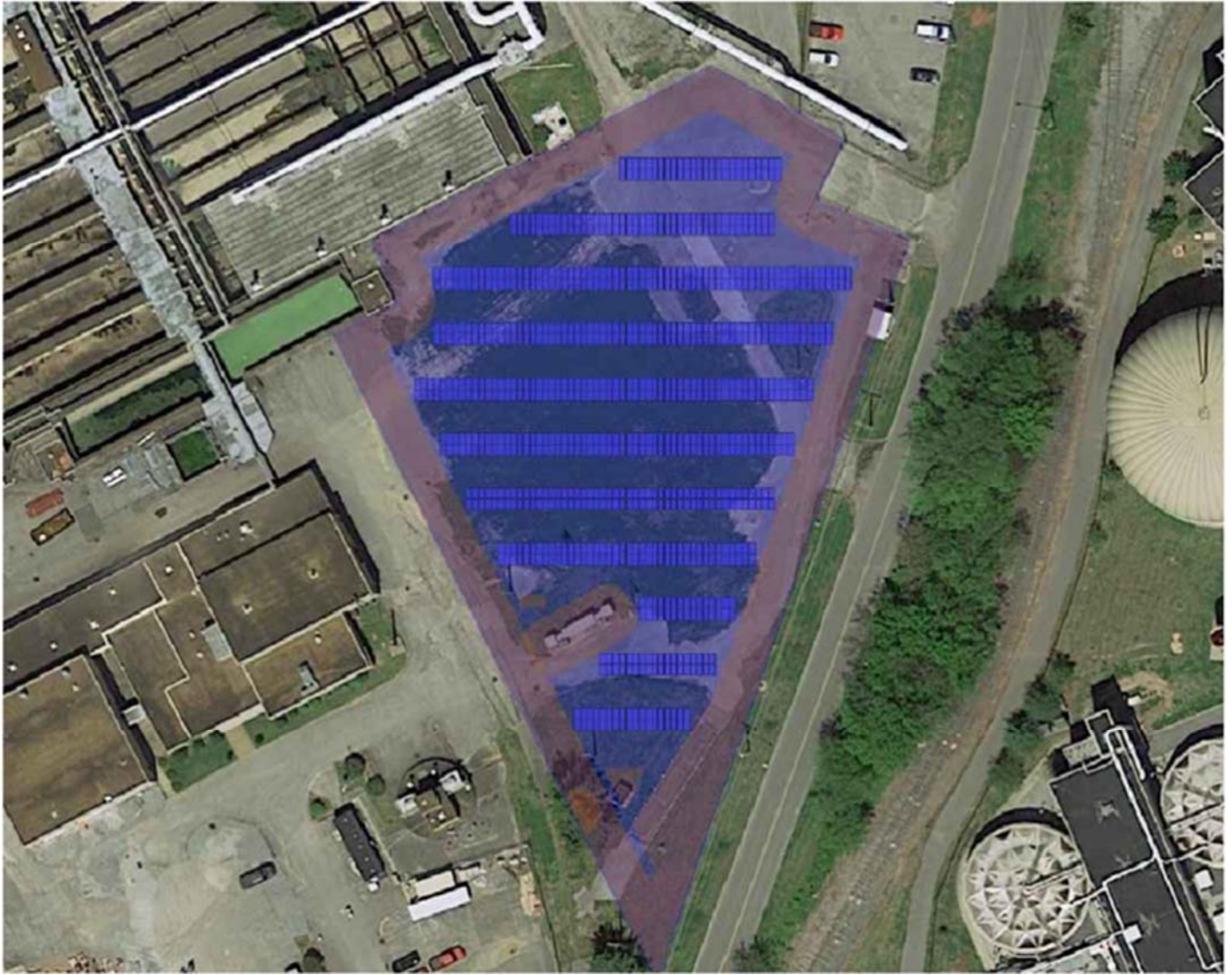
5. **Condition Satisfaction Date:** September 30, 2021
6. **Anticipated Commercial Operation Date:** December 31, 2021
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata 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"> Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties; Performance Guaranty; Tree removal in accordance with all ordinances and permit requirements.
Excludes:	<ul style="list-style-type: none"> Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); Upgrades or repair to the Facility or utility electrical infrastructure.

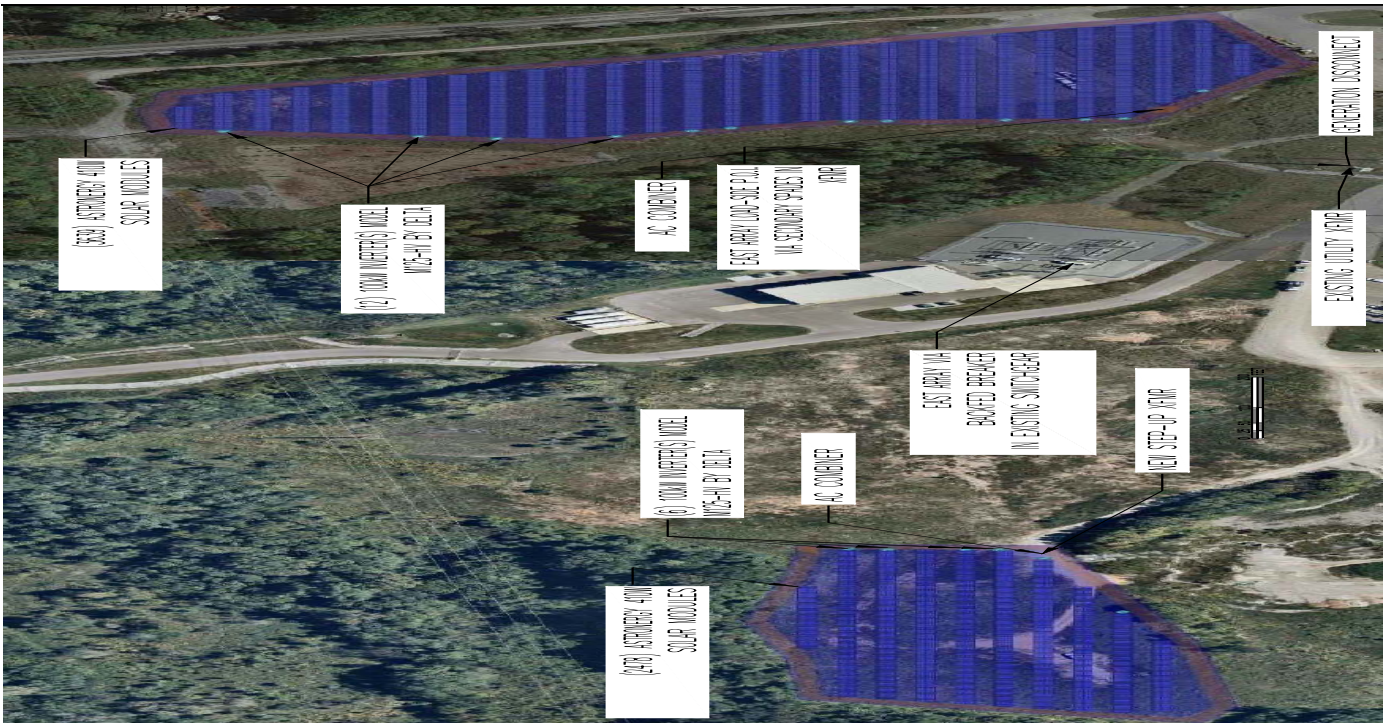
Section 2 – Solar Services Agreement
System Description

- 1. System Location (“Premises”):**
 - a. Site 1: Central Location: 1700 3rd 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:

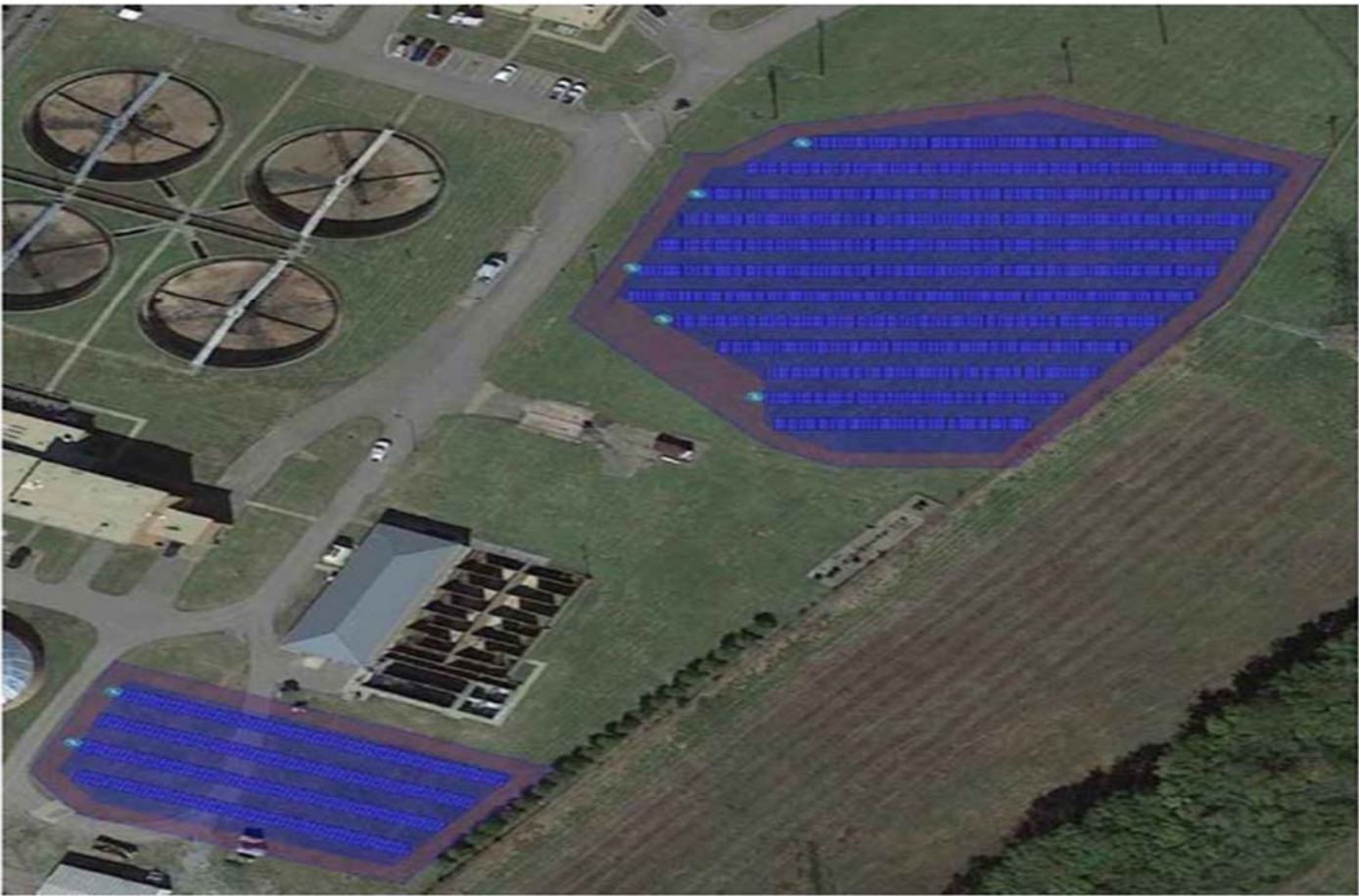
Site 1: Central WWTP



Site 2: Omohundro South



Site 3: Whites Creek WWTP



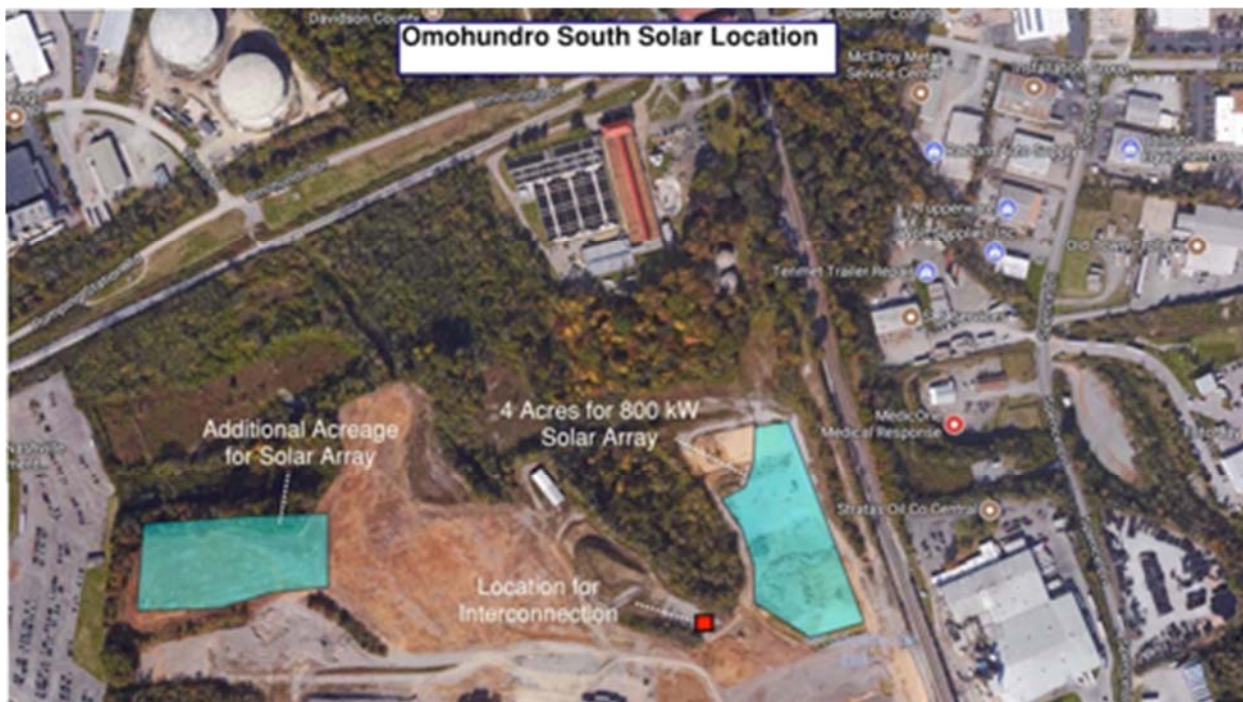
Section 2 – Solar Services Agreement
Attachment A:
Facility Layout

“Facility” shall mean the facilities, buildings and/or improvements located at the Premises and identified below:

- a. Site 1: Central WWTP Facility Location: 1700 3rd 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 (CO₂), methane (CH₄), 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 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 (30th) 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: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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**").

Site Host:		Service Provider:	
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: _____

ACORDTM**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).

PRODUCER HUB International Mid-South 3011 Armory Drive Suite 250 615-383-9761 Nashville, TN 37204		CONTACT NAME: Tammy Oakley PHONE (A/C, No, Ext): 615 383-9761 FAX (A/C, No): 615 383-4628 E-MAIL ADDRESS: tammy.oakley@hubinternational.com															
INSURED Lightwave Solar, LLC 3026 Owen Drive, Suite 104 Antioch, TN 37013-2417		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnatti Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Builders Mutual Insurance Company</td> <td>10844</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER E : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnatti Insurance Company	10677	INSURER B : Builders Mutual Insurance Company	10844	INSURER C : Argonaut Insurance Company	19801	INSURER D : LM Insurance Corporation	33600	INSURER E : Columbia Casualty Company	31127	INSURER F :	
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INSURER E : Columbia Casualty Company	31127																
INSURER F :																	

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE \$1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PD Ded:2,500			CAP5188849	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	<input checked="" type="checkbox"/> PD Ded:2,500						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY			ENP0435953	05/01/2020	05/01/2021	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 checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE \$5,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP105079704	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input type="checkbox"/> N			WC928628604014	05/01/2020	05/01/2021	E.L. EACH ACCIDENT \$1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC539S379613029	10/02/2019	10/02/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Contractors E&O			6046305247	05/01/2020	05/01/2021	\$1,000,000 each claim; \$1,000,000 aggregate \$50,000 deductible.

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

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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:

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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:

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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) Electronic Record and Signature Disclosure: 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) Electronic Record and Signature Disclosure: 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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3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docuSign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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1.866.219.4318. Neither party will be liable for, or be considered to be in breach of or default ns on account of, any delay or failure to perform as required by these Terms and Conditions as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay. These Terms and Conditions are governed in all respects by the laws of the State of Washington as such laws are applied to agreements entered into and to be performed entirely within Washington between Washington residents. Any controversy or claim arising out of or relating to these Terms and Conditions, the Hosted Service, or the Site will be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration will be conducted in King County, Washington, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by Washington law. Notwithstanding the foregoing, either party may seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect the party's rights or property pending the completion of arbitration. By using the Site or the Subscription Service, you consent and submit to the exclusive jurisdiction and venue of the state and federal courts located in King County, Washington. Any legal action by Subscriber arising under these Terms and Conditions must be initiated within two years after the cause of action arises. The waiver by either party of any breach of any provision of these Terms and Conditions does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with these Terms and Conditions will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms and Conditions. If any part of these Terms and Conditions is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms and Conditions will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under these Terms and Conditions is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Except as set forth in Section 2 of these Terms and Conditions, these Terms and Conditions may not be amended except in writing signed by both you and us. In the event that we make such a change that has a material adverse impact on your rights or use of the Service, you may terminate these Terms and Conditions by giving us notice within 20 days of the date we notify you, and you will not be charged any cancellation fee. These Terms and Conditions are the final and complete expression of the agreement between these parties regarding the Subscription Service. These Terms and Conditions supersede, and the terms of these Terms and Conditions govern, all previous oral and written communications regarding these matters.

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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"/>	<input type="text"/>	\$0.07	Awarded
Ameresco	<input type="checkbox"/>	<input type="text"/>	\$1.00	Evaluated but not selected
Entegry	<input type="checkbox"/>	<input type="text"/>	\$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 SH
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”:	
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
Fax	None	Fax	(615) 641-2219
E-mail	None	E-mail	ckoczaja@lightwavesolar.com
Premises Ownership	Site Host [X] owns [] leases the Premises. List Premises Owner, if different from Site Host: N/A	Additional Service Provider Information	

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.

<u>Section 1</u>	Basic Terms and Conditions
<u>Section 2</u>	System Description
<u>Section 3</u>	[Reserved]
<u>Section 4</u>	General Terms and Conditions
<u>Section 5</u>	Form of Site Lease
<u>Section 6</u>	Form of Memorandum of Lease
<u>Section 7</u>	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

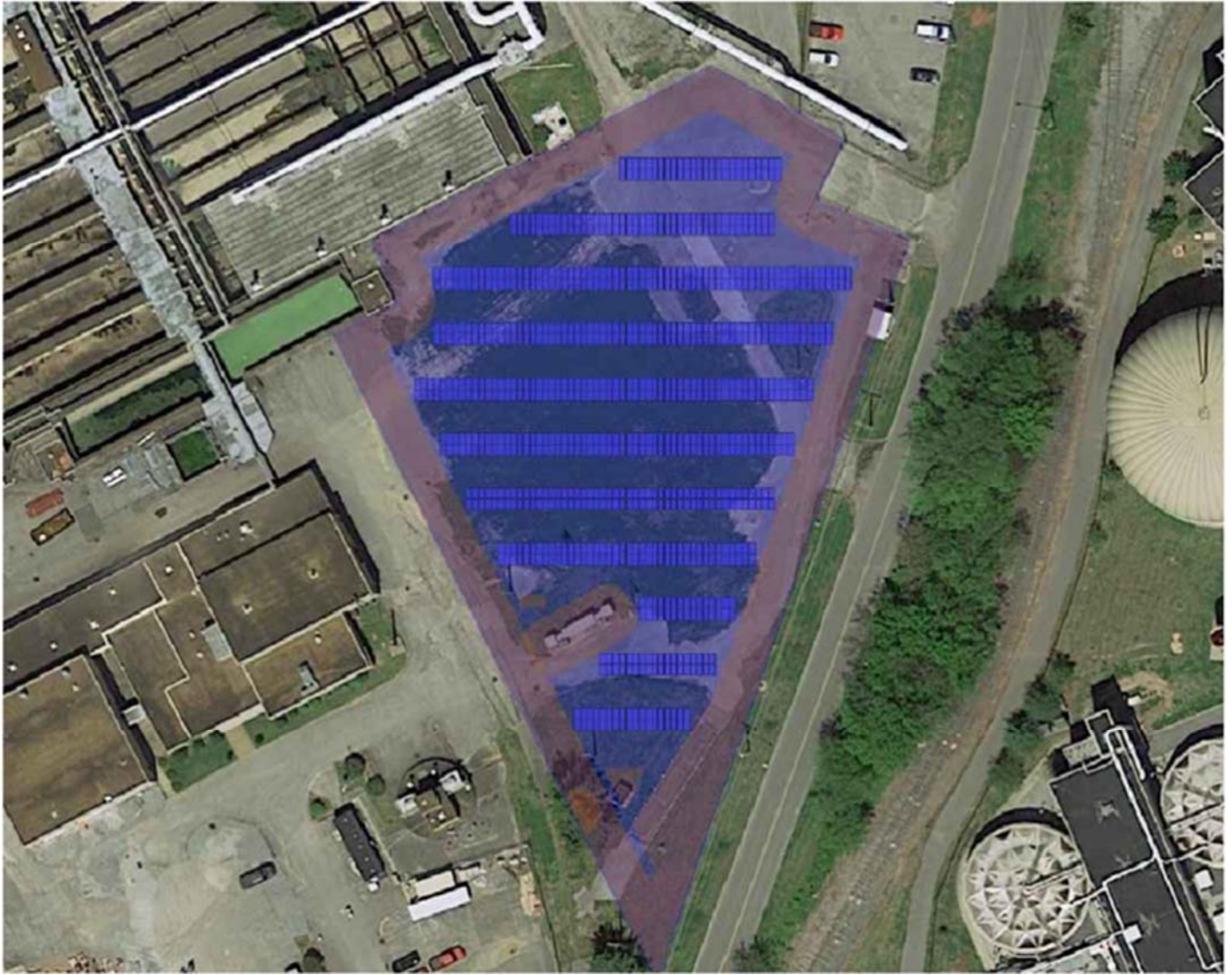
5. **Condition Satisfaction Date:** September 30, 2021
6. **Anticipated Commercial Operation Date:** December 31, 2021
7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata 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"> • Complete design, engineering, permitting, procurement, installation, construction, and commissioning of the System; • Complete operation and maintenance of the System during the Term, including repair and administration of manufacturer's warranties; • Performance Guaranty; • Tree removal in accordance with all ordinances and permit requirements.
Excludes:	<ul style="list-style-type: none"> • Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles); • Upgrades or repair to the Facility or utility electrical infrastructure.

Section 2 – Solar Services Agreement
System Description

- 1. System Location (“Premises”):**
 - a. Site 1: Central Location: 1700 3rd 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

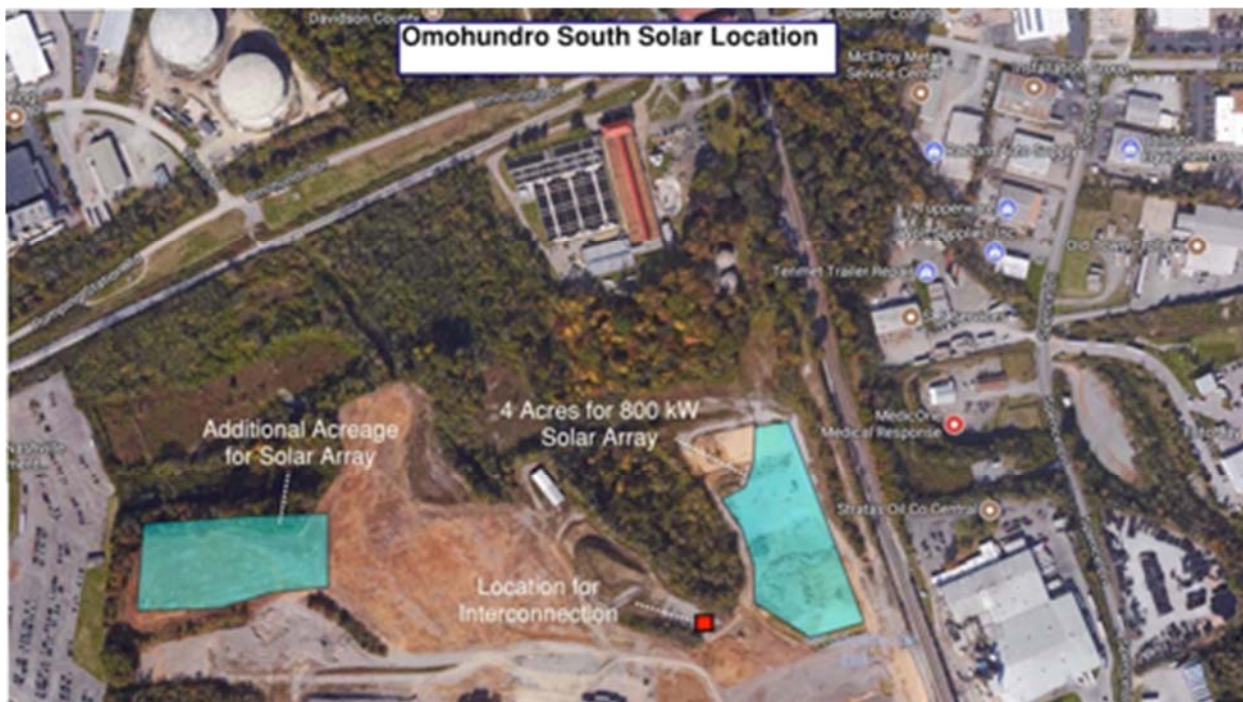
Section 2 – Solar Services Agreement
Attachment A:
Facility Layout

“Facility” shall mean the facilities, buildings and/or improvements located at the Premises and identified below:

- a. Site 1: Central WWTP Facility Location: 1700 3rd 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 (CO₂), methane (CH₄), 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 (30th) 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: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

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**").

Site Host:		Service Provider:	
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: _____

ACORDTM**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).

PRODUCER HUB International Mid-South 3011 Armory Drive Suite 250 615-383-9761 Nashville, TN 37204		CONTACT NAME: Tammy Oakley PHONE (A/C, No, Ext): 615 383-9761 FAX (A/C, No): 615 383-4628 E-MAIL ADDRESS: tammy.oakley@hubinternational.com															
INSURED Lightwave Solar, LLC 3026 Owen Drive, Suite 104 Antioch, TN 37013-2417		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Builders Mutual Insurance Company</td> <td>10844</td> </tr> <tr> <td>INSURER C : Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER D : LM Insurance Corporation</td> <td>33600</td> </tr> <tr> <td>INSURER E : Columbia Casualty Company</td> <td>31127</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Builders Mutual Insurance Company	10844	INSURER C : Argonaut Insurance Company	19801	INSURER D : LM Insurance Corporation	33600	INSURER E : Columbia Casualty Company	31127	INSURER F :	
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INSURER E : Columbia Casualty Company	31127																
INSURER F :																	

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE \$1,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CAP5188849	05/01/2020	05/01/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000
	<input checked="" type="checkbox"/> PD Ded:2,500						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
							\$
A	AUTOMOBILE LIABILITY			ENP0435953	05/01/2020	05/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			ENP0435953	05/01/2020	05/01/2021	EACH OCCURRENCE \$5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$5,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCP105079704	05/01/2020	05/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			WC928628604014	05/01/2020	05/01/2021	E.L. EACH ACCIDENT \$1,000,000
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC539S379613029	10/02/2019	10/02/2020	E.L. DISEASE - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Professional Liability Contractors E&O			6046305247	05/01/2020	05/01/2021	\$1,000,000 each claim; \$1,000,000 aggregate \$50,000 deductible.

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	
Enveloped 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
taliamaxodoneal@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:

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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) Electronic Record and Signature Disclosure: 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) Electronic Record and Signature Disclosure: 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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3. DEFINITIONS "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

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

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. **DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES** You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED "AS IS," AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law.

16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account.

17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-614, **Version:** 1

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.

Analysis

This ordinance authorizes the acceptance of temporary and permanent easements for four properties located on River Drive for a stormwater improvement project. There is no cost associated with acquisition of the easements identified in the ordinance. 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 have no market value according to the Department of Water Services.

ORDINANCE NO. 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).

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.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

994E7DDAE02B458
Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Traci Webb

D56E33C09916450
Traci Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

6A0D28706921459
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd

E655E0378FE2407
Assistant Metropolitan Attorney

INTRODUCED BY:

Kiyomichi Iwamoto

Kathleen D Murphy

Robert H. Hach

Council Member(s)



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 15, 2020

To: Mike Atchison, Metro Water Services

Re: River Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2020M-107ES-001
Council District #02 – Kyonzté Toombs, 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 permanent and temporary easements needed to construct the River Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance. (see sketch for details). (MWS Project Nos. 21-SWC-171).

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 or 615-862-7208.

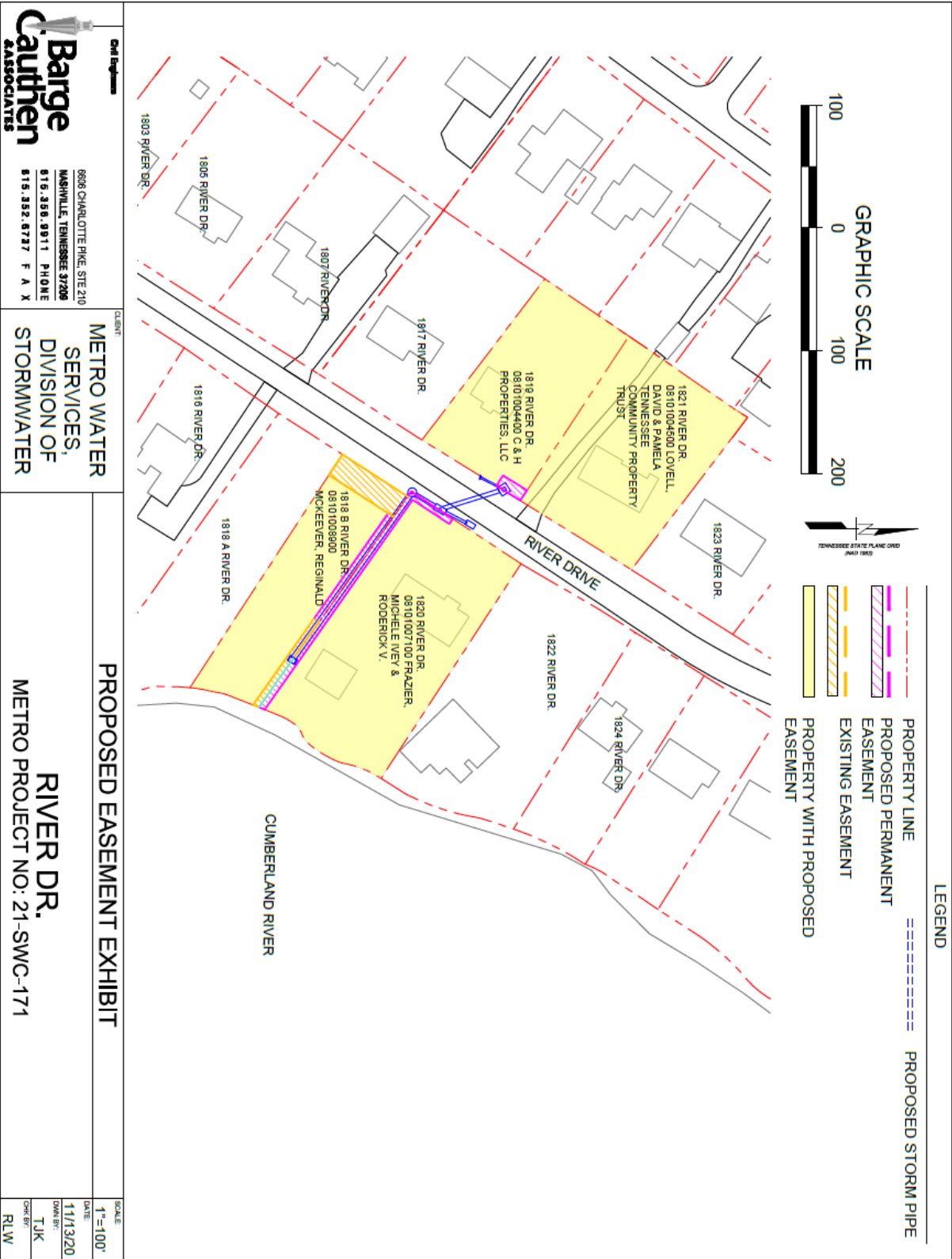
Sincerely,

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: River Drive Stormwater Improvement Project
Planning Commission Mandatory Referral #2020M-107ES-001
Council District #02 – Kyonzté Toombs, Council Member

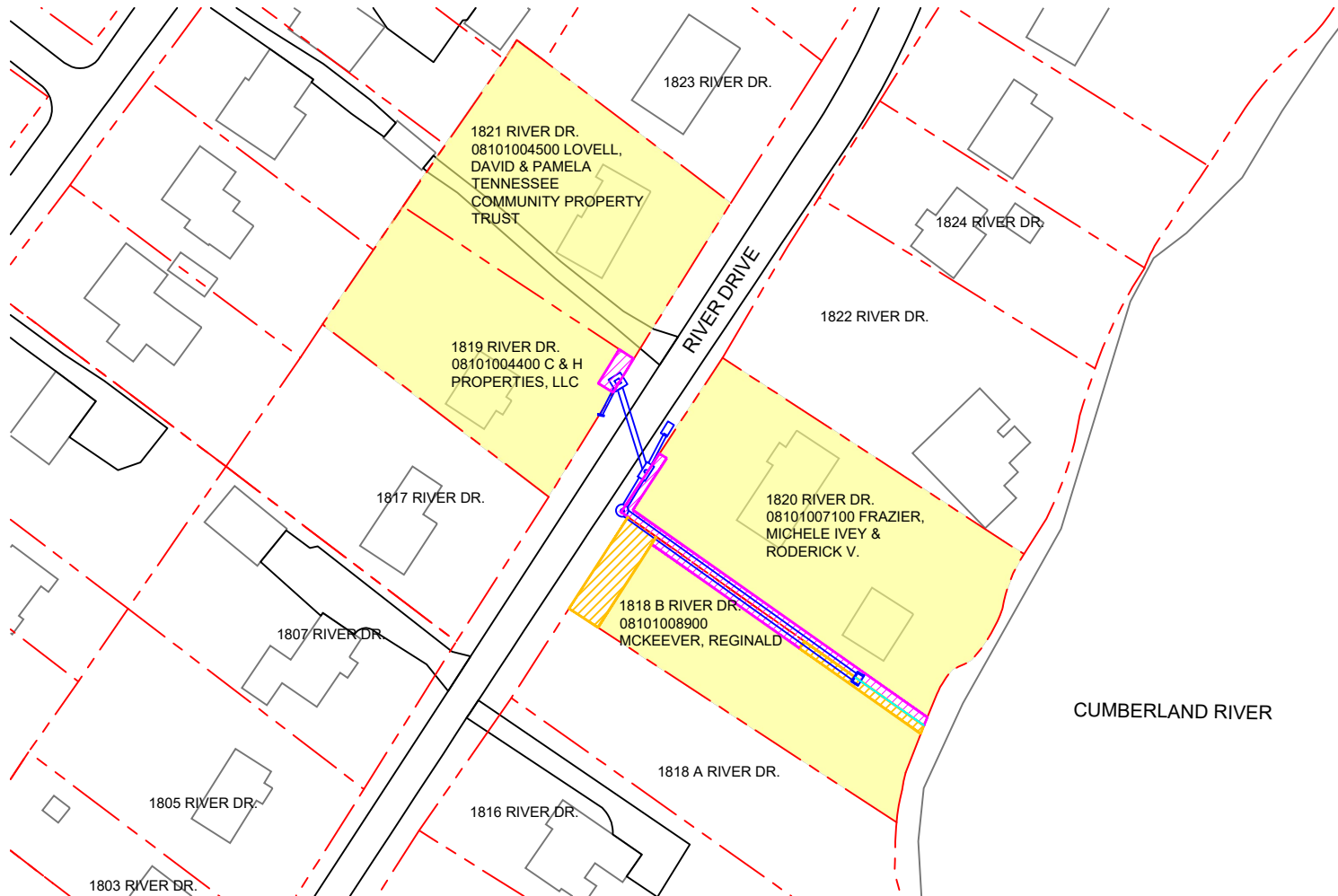
A request for the approval of permanent and temporary easements needed to construct the River Drive Stormwater Improvement Project. These easements are to be acquired through negotiations and acceptance. (see sketch for details). (MWS Project Nos. 21-SWC-171).



LEGEND



- PROPERTY LINE
- PROPOSED PERMANENT EASEMENT
- EXISTING EASEMENT
- PROPERTY WITH PROPOSED EASEMENT
- PROPOSED STORM PIPE



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

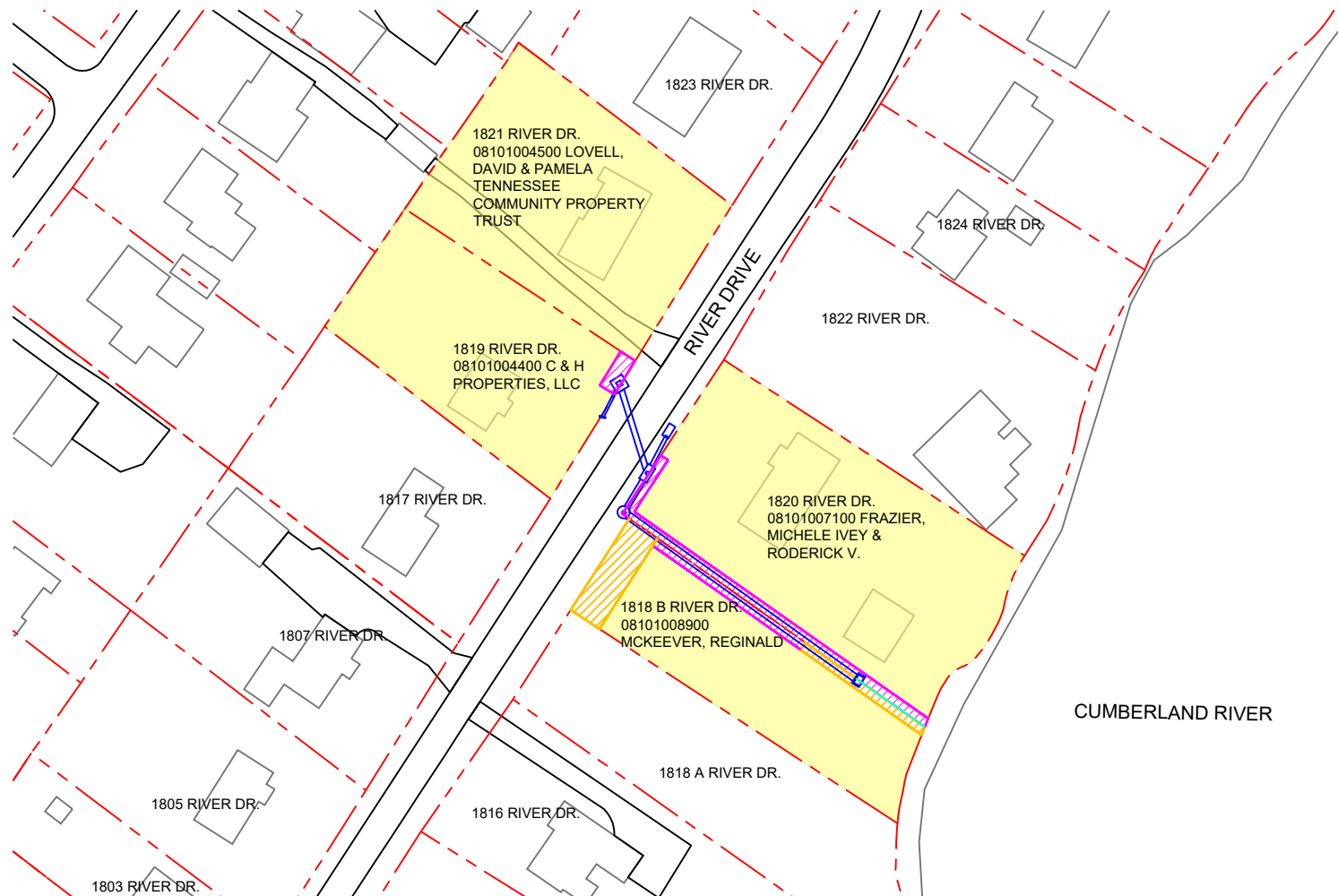
CHK BY:

RLW

LEGEND

- PROPERTY LINE
- ===== PROPOSED STORM PIPE
- PROPOSED PERMANENT EASEMENT
- EXISTING EASEMENT
- PROPERTY WITH PROPOSED EASEMENT

GRAPHIC SCALE



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

File #: BL2021-615, **Version:** 1

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.

Analysis

This ordinance accepts 2,746 linear feet of new eight inch sanitary sewer main, 15 sanitary sewer manhole,

and associated easements for properties located at 7150 and 7154 Nolensville Road and Nolensville Road, unnumbered. 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. BL2021-615

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).

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.)
Tax Map 56; Parcel 52.19
Tax Map 56; Parcel 52.00
Tax Map 56; Parcel 52.05

Address:
7150 Nolensville Road
7154 Nolensville Road
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.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

984E7D0AE02B458
Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Trael Webb

D5CE33C0994645C...
Trael Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

6ACD297068E14E9
Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd

F4553125F24F7
Assistant Metropolitan Attorney

INTRODUCED BY:

Kathleen D Murphy

Rolanda

Council Member(s)



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

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

December 15, 2020

To: Mike Atchison, Metro Water Services

Re: 7150 and 7154 Nolensville Road
Planning Commission Mandatory Referral #2020M-108ES-001
Williamson County

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 2,746 linear feet of 8-inch sanitary sewer main (PVC), 15 sanitary sewer manholes, and easements in Williamson County to serve this development at Nolensville Road. (see sketch for details). (MWS Project No. 20-SL-69).

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 or 615-862-7208.

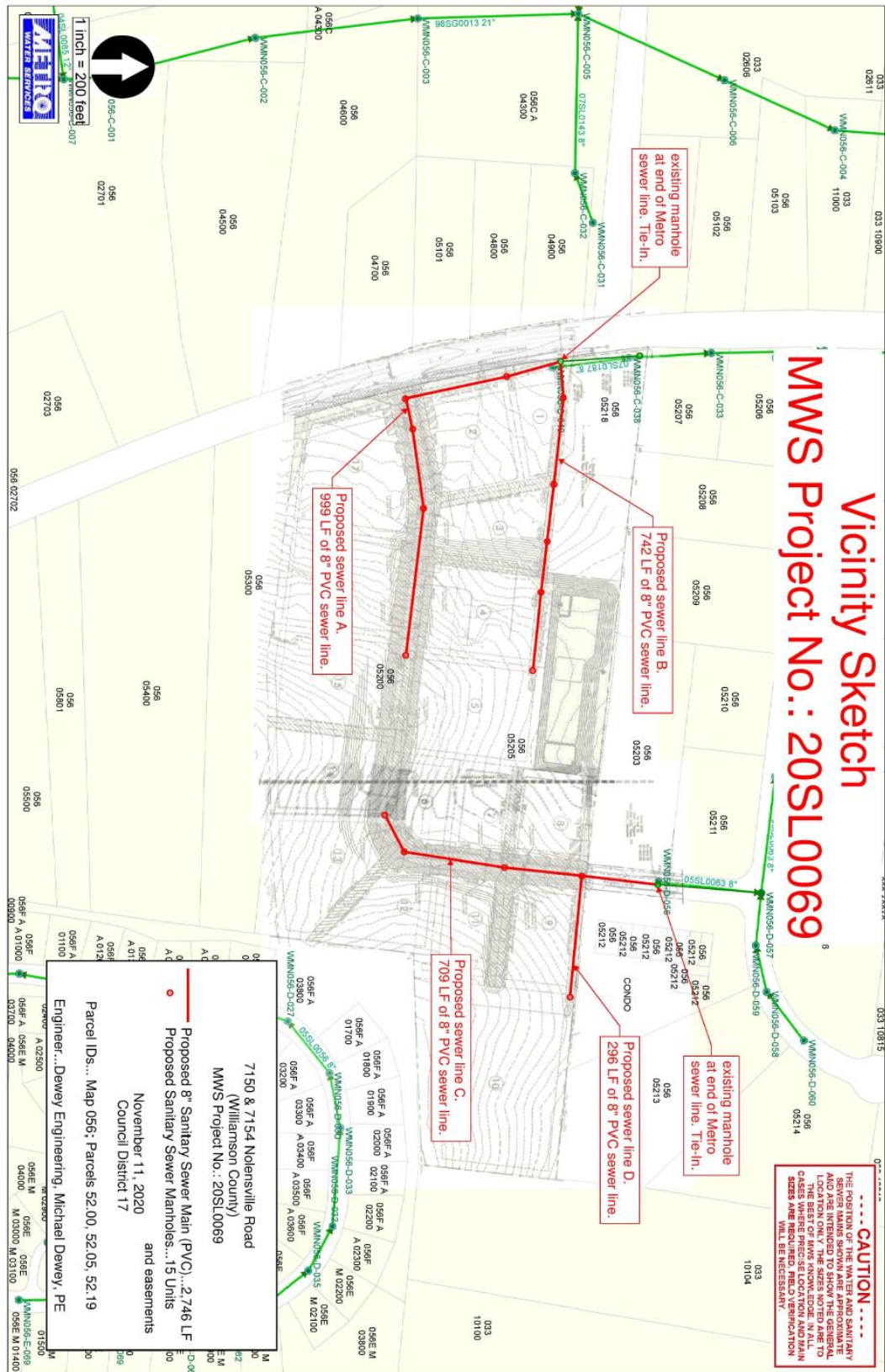
Sincerely,

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: 7150 and 7154 Nolensville Road
Planning Commission Mandatory Referral #2020M-108ES-001
 Williamson County

A request for the acceptance of approximately 2,746 linear feet of 8-inch sanitary sewer main (PVC), 15 sanitary sewer manholes, and easements in Williamson County to serve this development at Nolensville Road. (see sketch for details). (MWS Project No. 20-SL-69).



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 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.

Proposed sewer line B.
742 LF of 8" PVC sewer line.

existing manhole
at end of Metro
sewer line. Tie-In.

7150 & 7154 Nolensville Road
(Williamson County)
MWS Project No.: 20SL0069

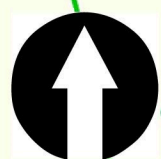
Proposed 8" Sanitary Sewer Main (PVC)...2,746 LF
Proposed Sanitary Sewer Manholes...15 Units
and easements

November 11, 2020
Council District 17

Parcel IDs... Map 056; Parcels 52.00, 52.05, 52.19

Engineer...Dewey Engineering, Michael Dewey, PE

1647



1 inch = 200 feet



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.

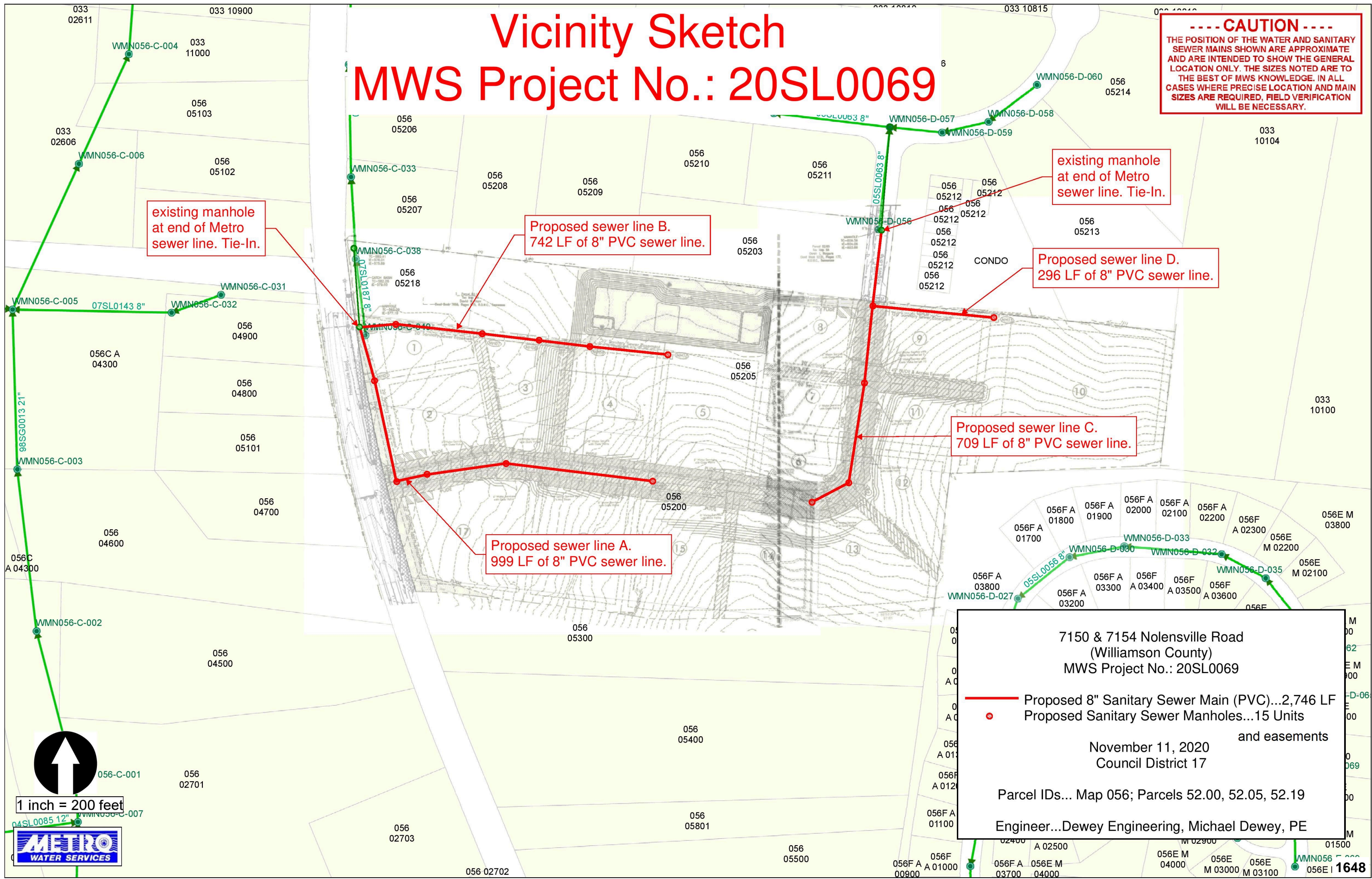
7150 & 7154 Nolensville Road
(Williamson County)
MWS Project No.: 20SL0069

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.

Analysis

This ordinance abandons approximately 1,350 linear feet of existing eight inch water main, and accepts 1,655 linear feet of new 12 inch water main, 2,866 linear feet of new eight inch water main, 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 associated easements for property located at Brick Church Lane (unnumbered), also known as Heartland North Phase 1. 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.

ORDINANCE NO. 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).

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.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

994E7D0AE02B458...

Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Trael Webb

D56F33C09946459...

Trael Webb, Director
Public Property Administration

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:

Kevin Crumbo

6A0D297069514E9...

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

DocuSigned by:

Tara Ladd

E45C82B5F47...

Tara Ladd, Assistant Metropolitan Attorney

INTRODUCED BY:

Jennifer Arble

Kathleen Murphy

Robert Stach

Council Member(s)



**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 or 615-862-7208.

Sincerely,

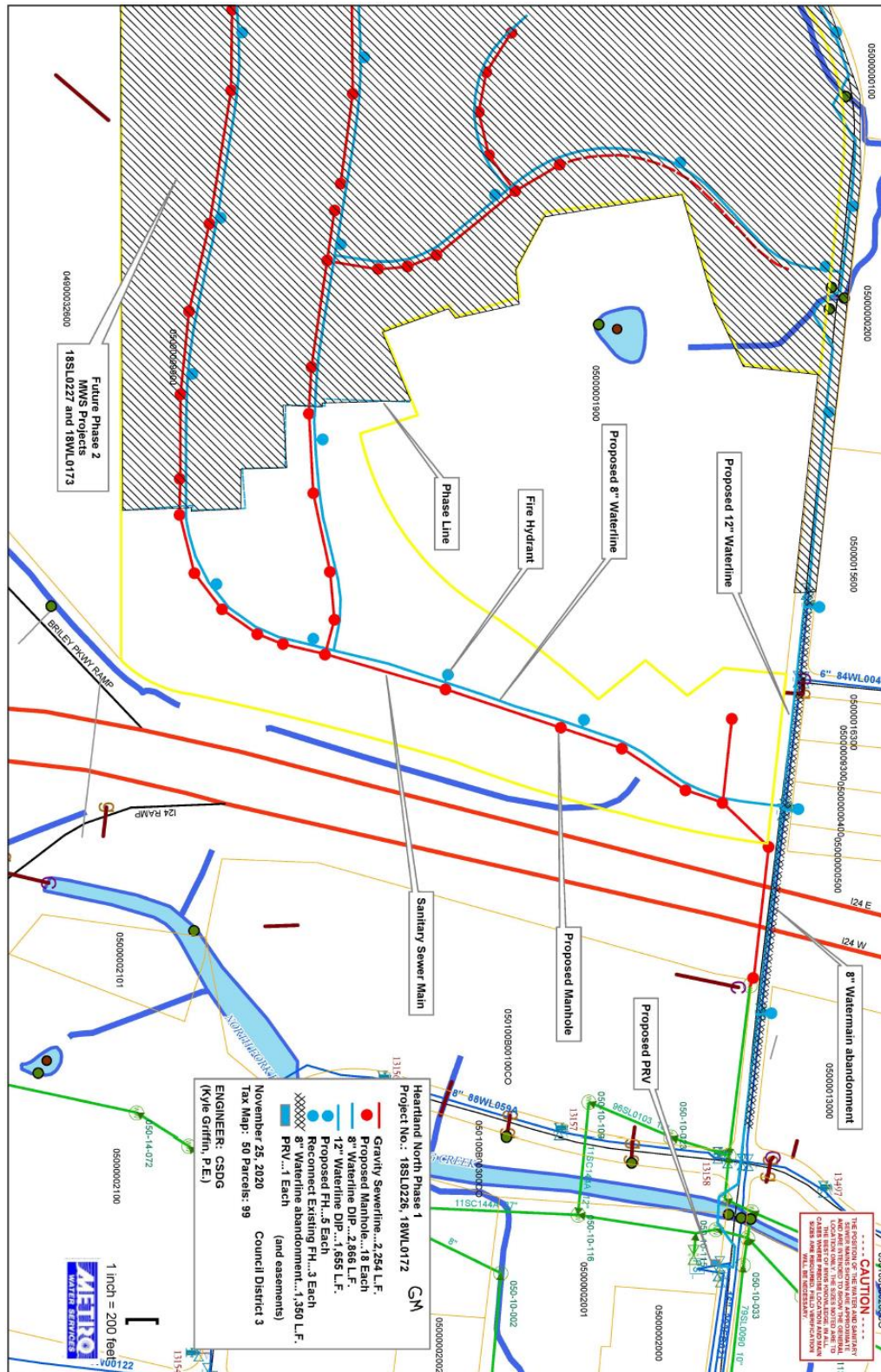
A handwritten signature in black ink, appearing to read "Robert Leeman".

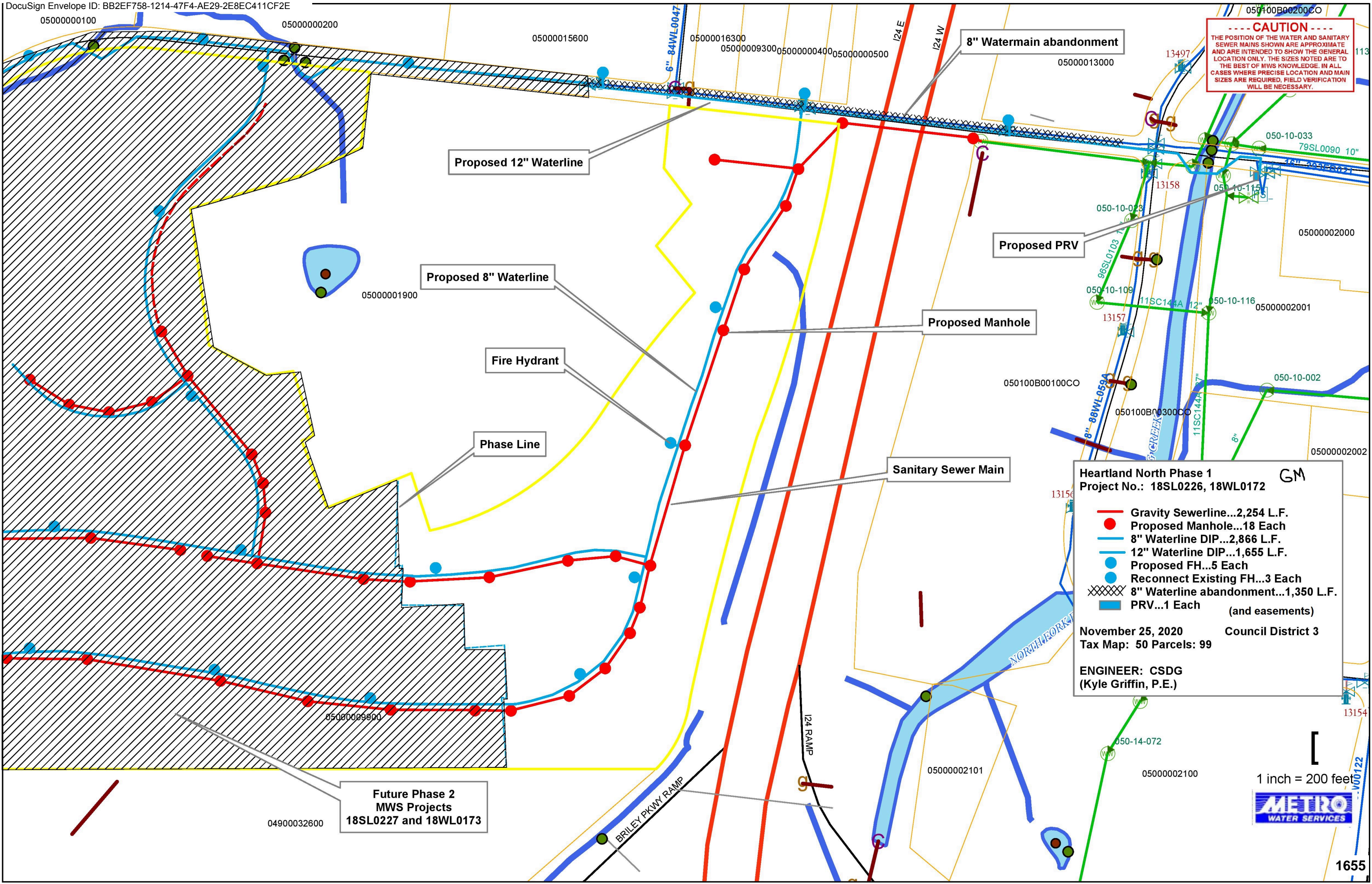
Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

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).







**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

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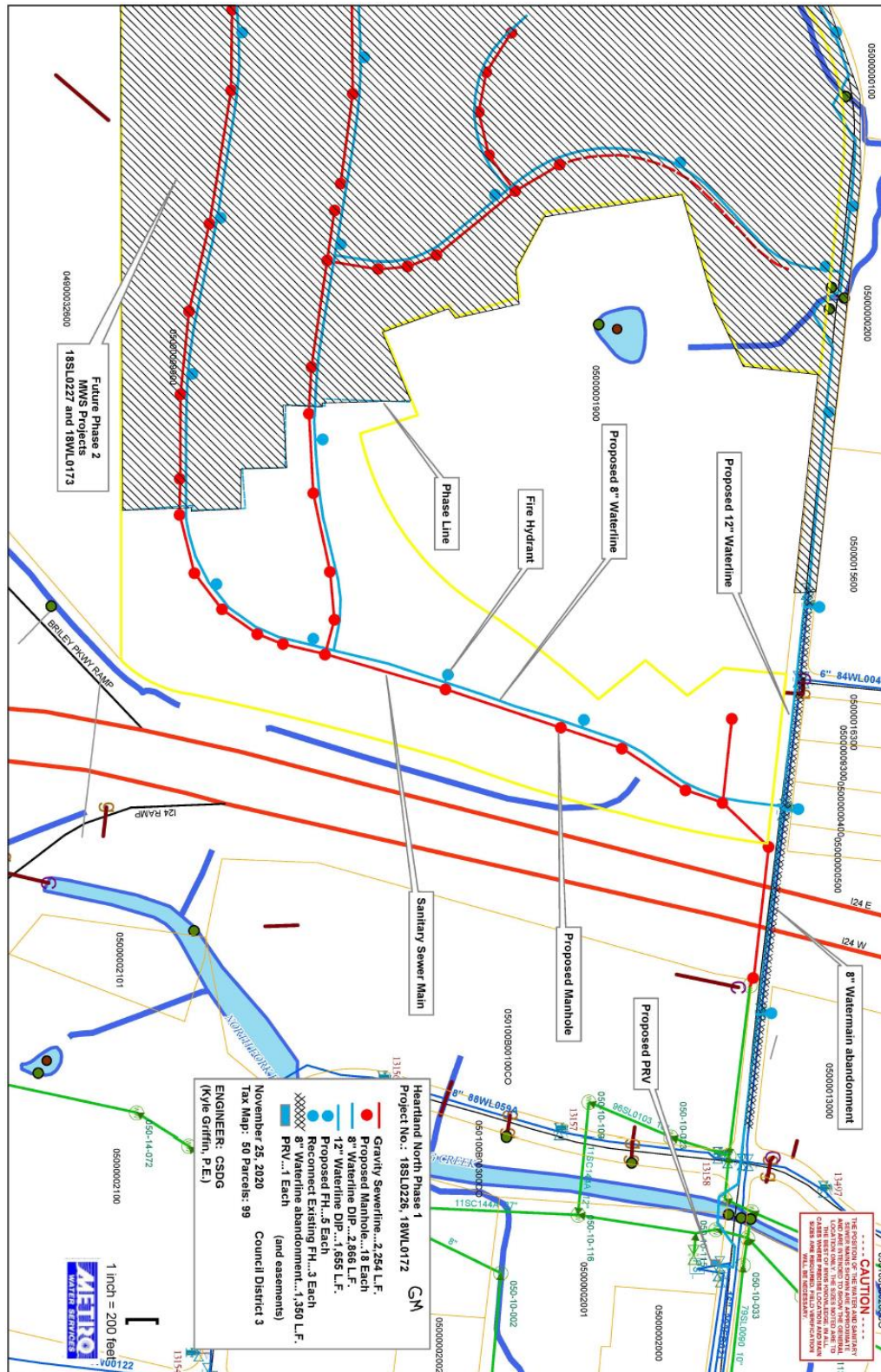
Sincerely,

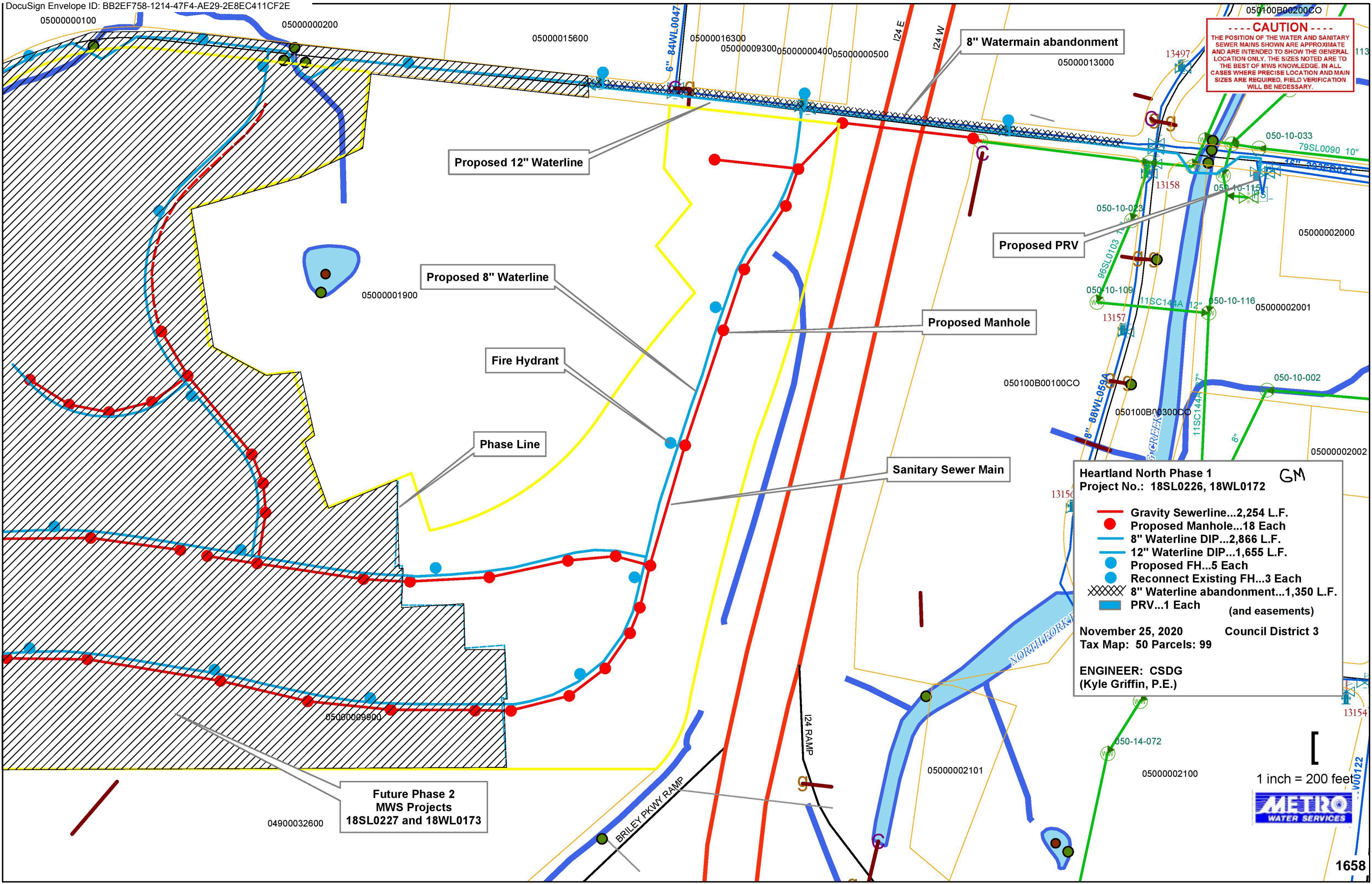
A handwritten signature in black ink, appearing to read "Robert Leeman".

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

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----- 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

Legend:

- 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
Tax Map: 50 Parcels: 99

ENGINEER: CSDG
(Kyle Griffin, P.E.)

Council District 3

1 inch = 200 feet

METRO
WATER SERVICES



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-517, Version: 1

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.

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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:



Councilmember John Rutherford

2020SP-038-001

CEDARS OF CANE RIDGE

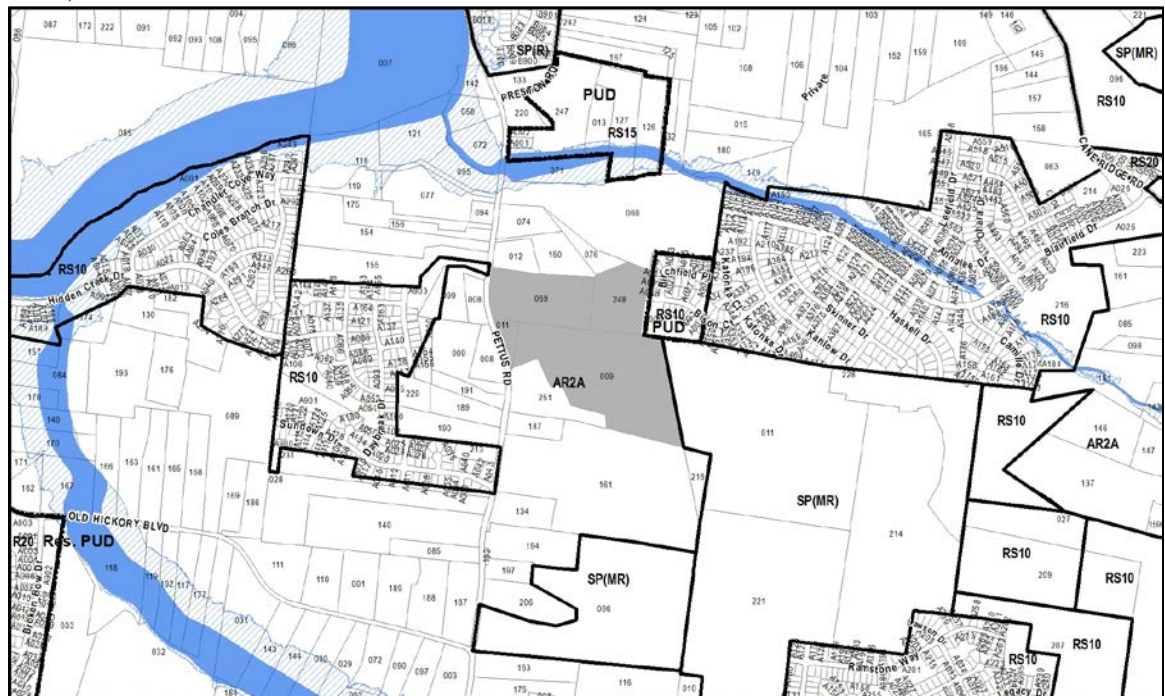
Map 174, Parcel(s) 009.01, 011.01, 069, 248, Green Trails LLC

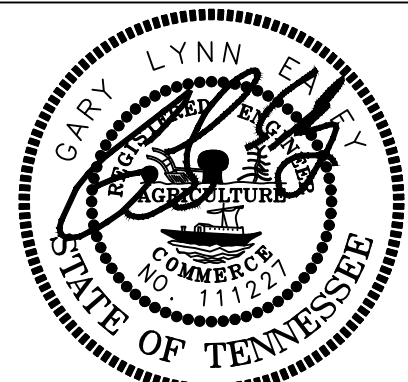
Subarea 12, Southeast

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.





9/16/2020

ISLAND
SOLUTIONS
2925 Berry Hill Drive, Nashville, TN 37204

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

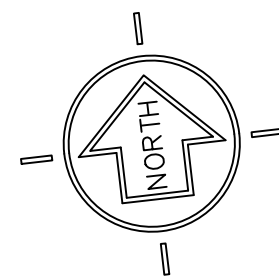
ISSUANCE/REVISION NOTES:
- PLAN DATE: SEPTEMBER 16, 2020

- A NONE
- B NONE
- C NONE
- D NONE

EXISTING
CONDITIONS
PLAN

C1.0

LBC 10079



100 0 50 100 200
GRAPHIC SCALE - 1 inch = 100 ft.

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

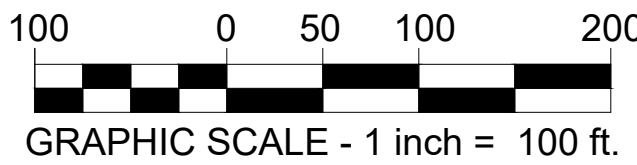
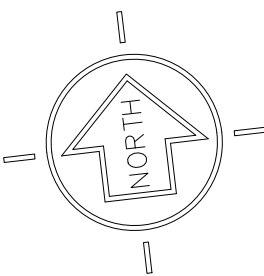
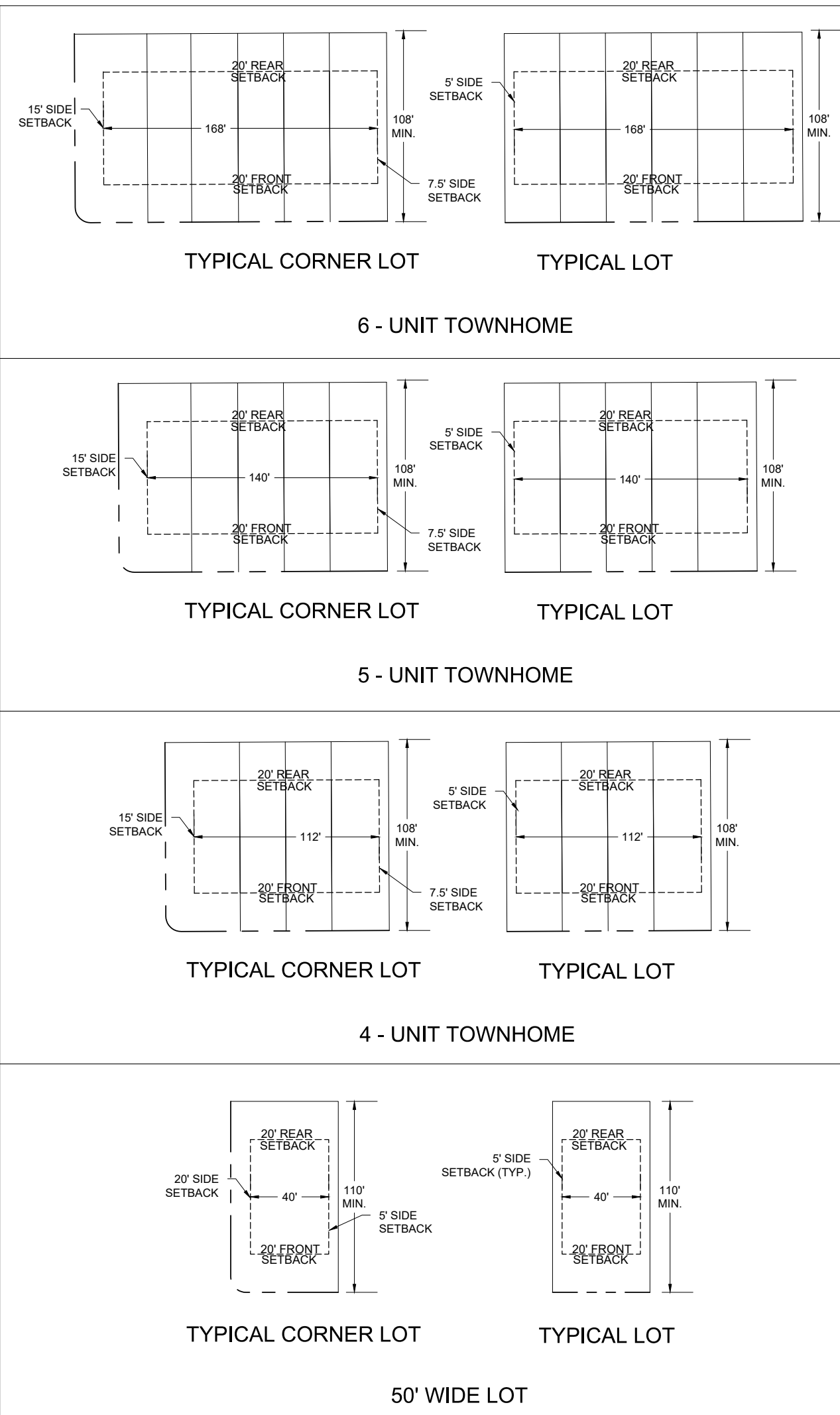
PARKING REQUIRED:

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

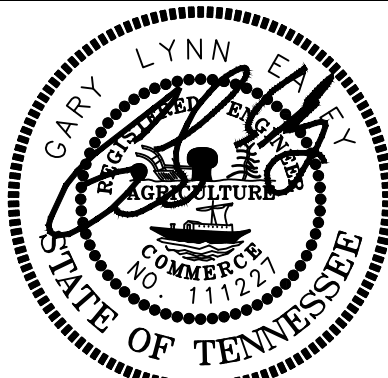
ISSUANCE/REVISION NOTES:

- 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

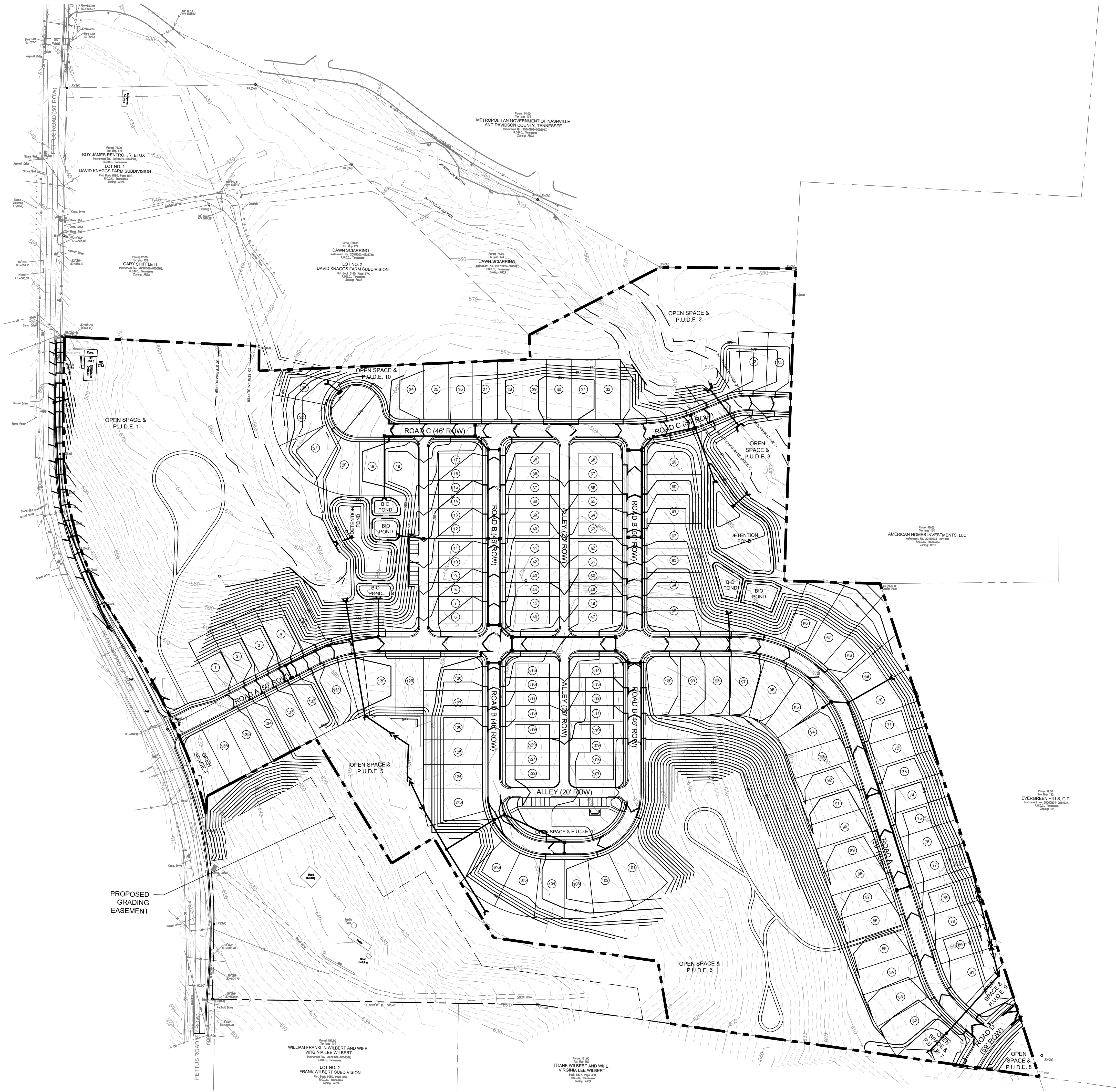
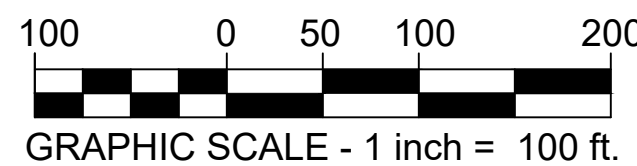
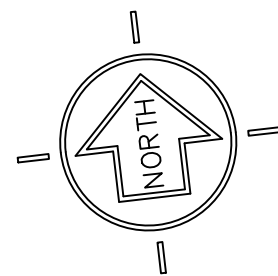
GRADING AND DRAINAGE PLAN

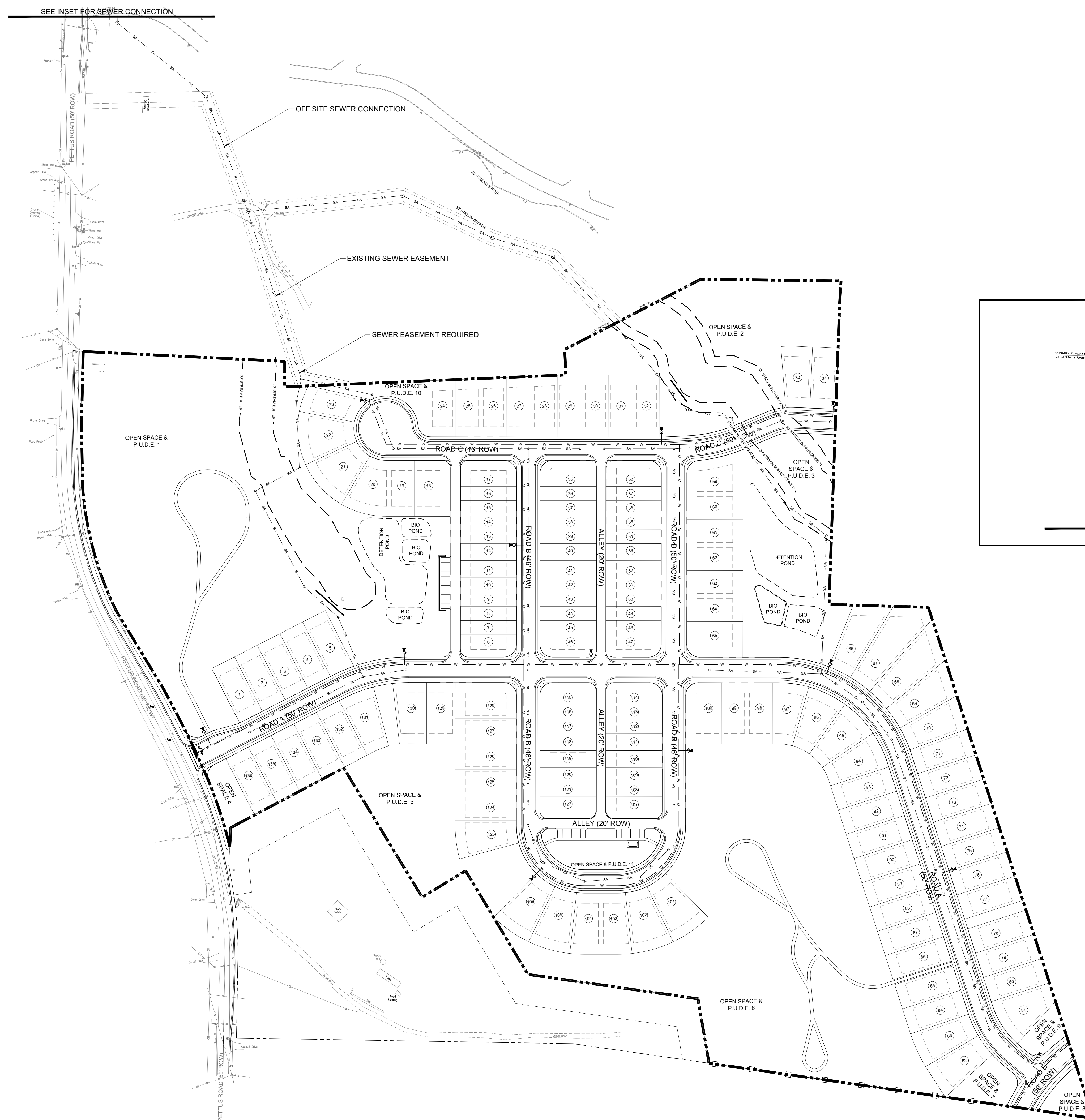
C3.0

LSC 16079

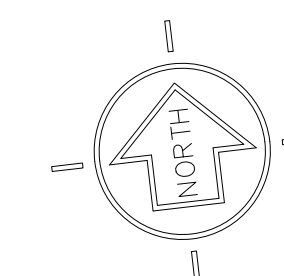
STORMWATER NOTES:

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.





Know what's **below**.
Call before you dig.



CEDARS OF CANE RIDGE

A 55-PLUS AGE TARGETED COMMUNITY

PRELIMINARY SP

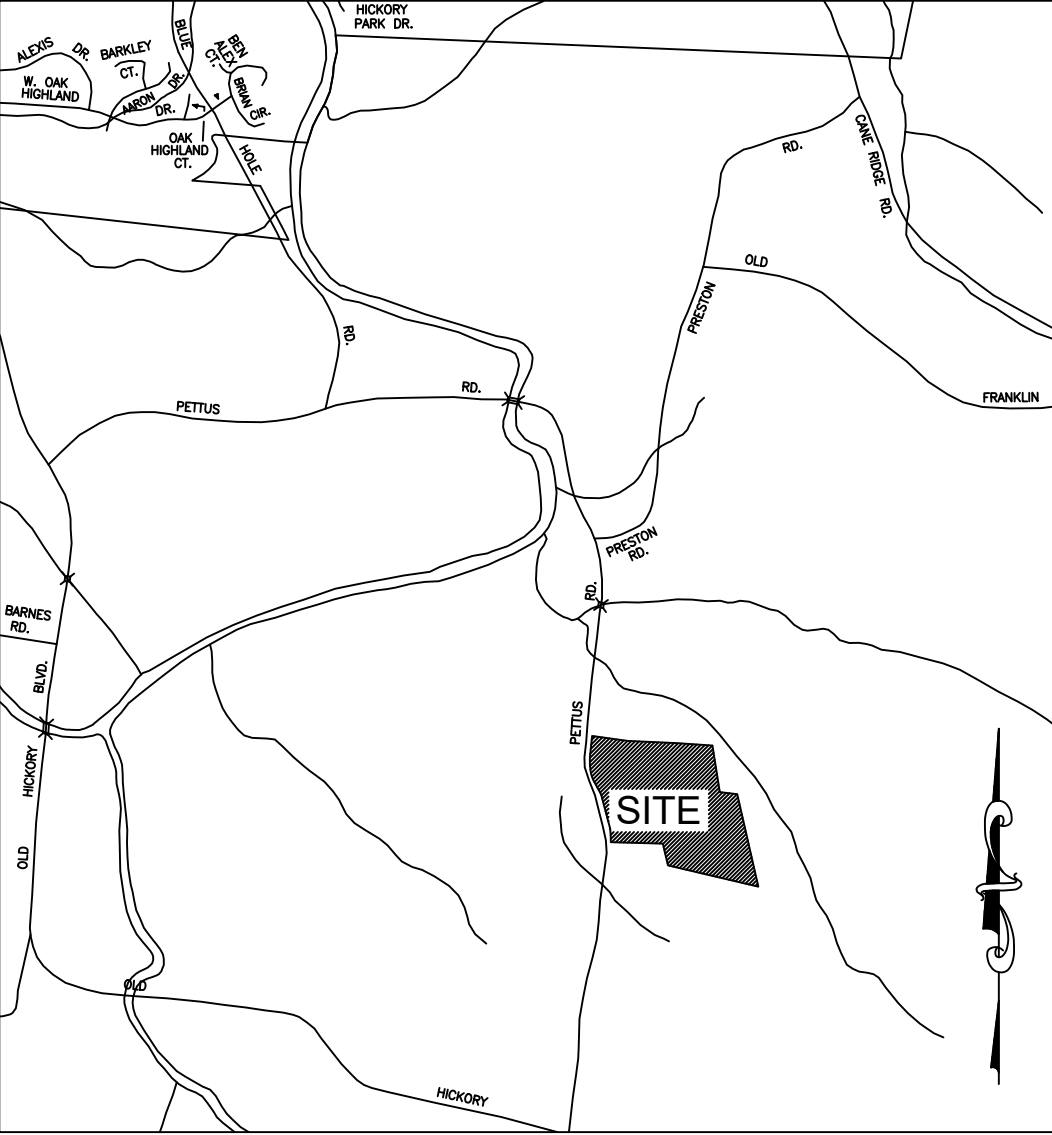
SP#2020S-038-001

MAP 174, PARCELS 9.01, 11.01, 69.00, AND 248.00
5866 PETTUS ROAD
ANTIOCH, DAVIDSON COUNTY, TENNESSEE

SP NOTES:

1. THE PURPOSE OF THIS SP IS TO RECEIVE PRELIMINARY APPROVAL TO PERMIT THE DEVELOPMENT OF 136 SINGLE FAMILY AND MULTI-FAMILY LOTS.
2. ALL ROADS IN THIS DEVELOPMENT WILL BE PUBLIC.
3. ALL UNITS ARE TO BE SOLD FEE-SIMPLE.
4. CEDARS OF CANE RIDGE IS A 55-PLUS AGE TARGETED COMMUNITY.
5. RIGHT-OF-WAY DEDICATION SHALL BE COMPLETED PRIOR TO BUILDING PERMIT ISSUANCE.
6. 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.
7. ALL PUBLIC SIDEWALKS ARE TO BE CONSTRUCTED IN CONFORMANCE WITH METRO PUBLIC WORKS SIDEWALK DESIGN STANDARDS.
8. WHEEL CHAIR ACCESSIBLE CURB RAMPS, COMPLYING WITH APPLICABLE METRO PUBLIC WORKS STANDARDS, SHALL BE CONSTRUCTED AT STREET CROSSINGS.
9. FIRE-FLOW SHALL MEET THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE - 2006 EDITION - B105.1. (THE MINIMUM FIRE-FLOW REQUIREMENTS FOR ONE- AND TWO-FAMILY DWELLINGS HAVING A FIRE-FLOW CALCULATION AREA WHICH DOES NOT EXCEED 3,600 SQUARE FEET SHALL BE 1,000 GALLONS PER MINUTES FOR A DURATION OF 2 HOURS.)
10. 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).
11. 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.
12. INDIVIDUAL WATER AND/OR SANITARY SEWER SERVICES ARE REQUIRED FOR EACH PARCEL.
13. THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT; AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
14. THE DEVELOPER'S FINAL CONSTRUCTION DRAWINGS SHALL COMPLY WITH THE DESIGN REGULATIONS ESTABLISHED BY THE DEPARTMENT OF PUBLIC WORKS. FINAL DESIGN MAY VARY BASED ON FIELD CONDITIONS.
15. BUILDING DESIGN STANDARDS:
 - A. BUILDING FAÇADES FRONTING A STREET SHALL PROVIDE A MINIMUM OF ONE PRINCIPAL ENTRANCE (DOORWAY) AND A MINIMUM OF 15% GLAZING.
 - B. THE FAÇADE OF CORNER UNITS FACING A PUBLIC STREET SHALL HAVE A MINIMUM OF 15% GLAZING AND A WRAP PORCH OR DOORWAY.
 - C. WINDOWS SHALL BE VERTICALLY ORIENTED AT A RATIO OF 1.5:1 OR GREATER, EXCEPT FOR DORMERS.
 - D. EIFS, VINYL SIDING AND UNTREATED WOOD SHALL BE PROHIBITED.
 - E. PORCHES SHALL PROVIDE A MINIMUM OF SIX FEET OF DEPTH.
 - F. A RAISED FOUNDATION OF 18"- 36" IS REQUIRED FOR ALL RESIDENTIAL STRUCTURES.
16. 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.

SITE LOCATION MAP:
NTS



OWNERS

GREEN TRAILS, LLC
2925 BERRY HILL DRIVE
NASHVILLE, TN 37204
RICK DECKBAR
(615) 397-4513

ENGINEER

LAND SOLUTIONS COMPANY, LLC.
2925 BERRY HILL DRIVE
NASHVILLE, TN 37204
JENNIFER SPEICH
(615) 712-7497

FLOODNOTE

THIS PROPERTY IS NOT LOCATED WITHIN A FLOOD HAZARD AREA, ZONE X, AS DEPICTED ON FEMA MAP NUMBER 47037C0393H, DATED APRIL 15, 2017.

SHEET SCHEDULE:

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS PLAN
C2.0	SITE PLAN
C3.0	GRADING AND DRAINAGE PLAN
C4.0	UTILITY PLAN
L1.0	LANDSCAPE PLAN

SITE DATA:

MAP & PARCELS: 174, PARCELS 9.01, 11.01, 69.00, AND 248.00
EXISTING ZONING: AR2A
PROPOSED ZONING: SP
BASE ZONE (SINGLE-FAMILY): RS5
BASE ZONE (TOWNHOMES): RM9
SITE ACREAGE: 44.1 AC +/-
EXISTING USE: SINGLE FAMILY
PROPOSED USE: SINGLE FAMILY
PLAN PREPARATION DATE: 8/31/2020
COUNCIL DISTRICT: 31
COUNCIL PERSON: JOHN RUTHERFORD
FEMA MAP: 47037C0393H, DATED 4/15/17



CEDARS OF CANE RIDGE

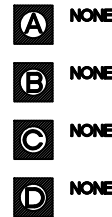
PRELIMINARY SP

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



COVER SHEET

C0.0



Know what's below.
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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

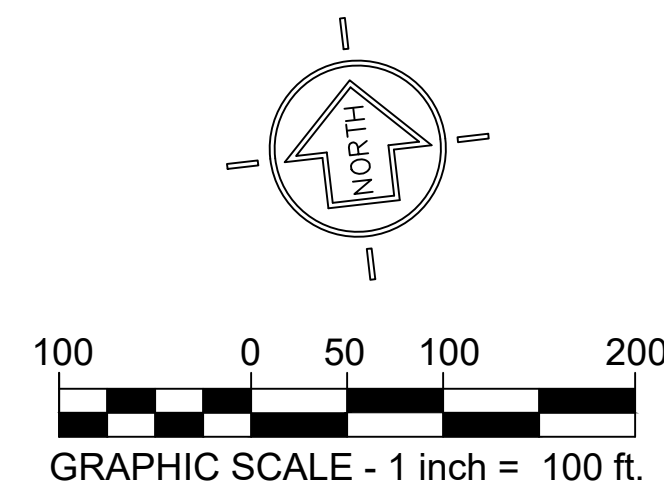
ISSUANCE/REVISION NOTES:
- PLAN DATE: SEPTEMBER 16, 2020

- 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

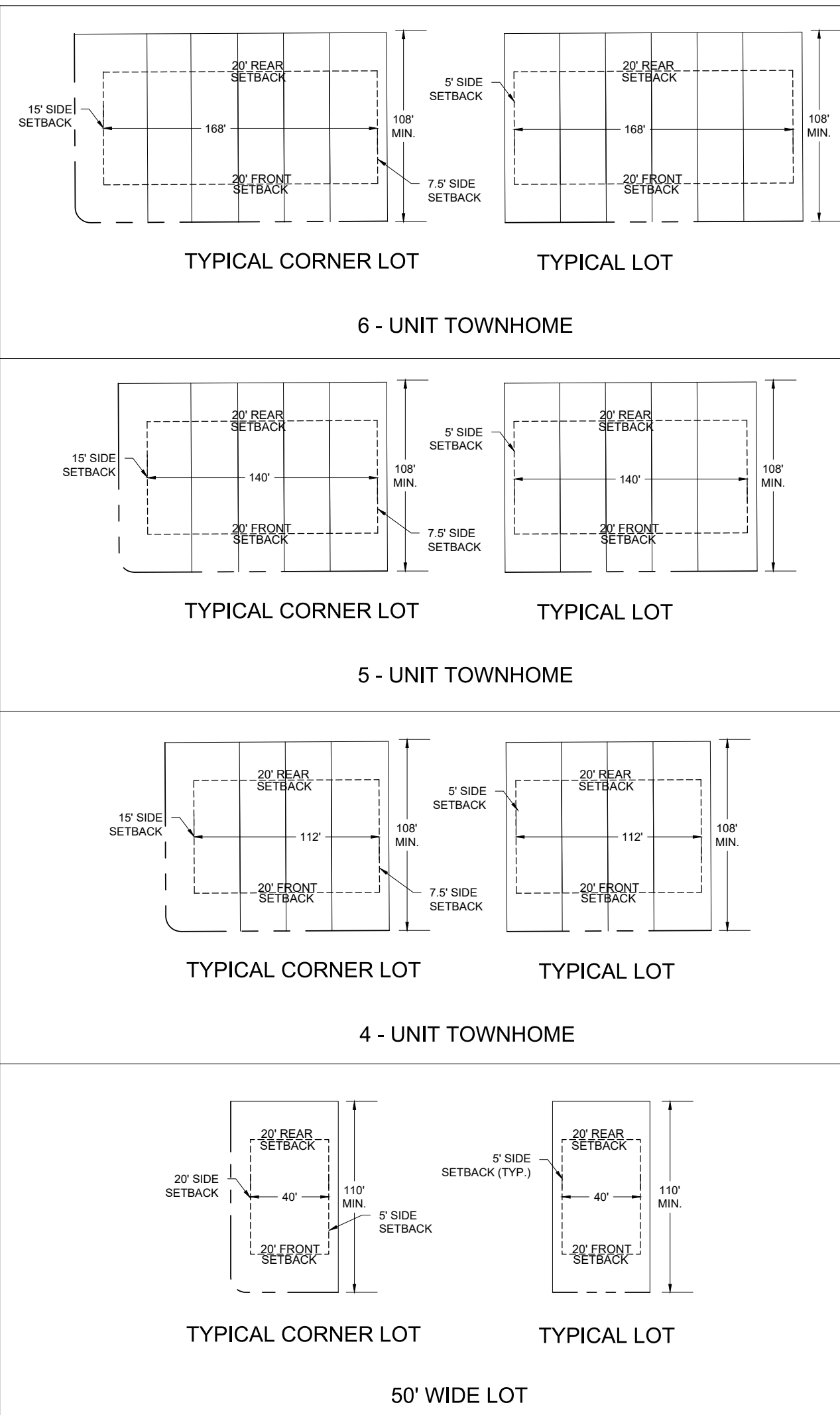
PARKING REQUIRED:

SINGLE FAMILY - 2 SPACES PER UNIT

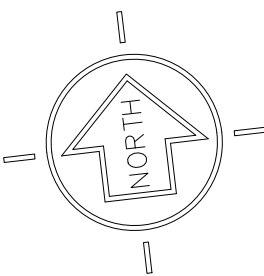
136 UNITS X 2 = 272

GUEST PARKING: 23

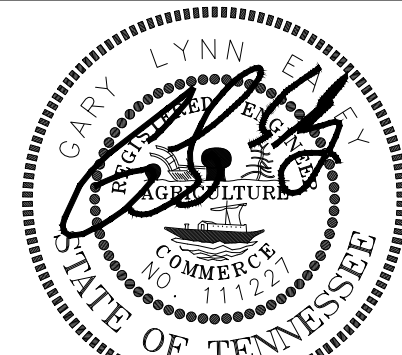
TOTAL PARKING PROVIDED: 295



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100 0 50 100 200
GRAPHIC SCALE - 1 inch = 100 ft.



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

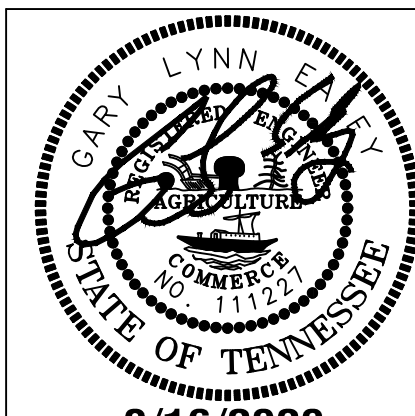
ISSUANCE/REVISION NOTES:

- PLAN DATE: SEPTEMBER 16, 2020

- A NONE
- B NONE
- C NONE
- D NONE

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

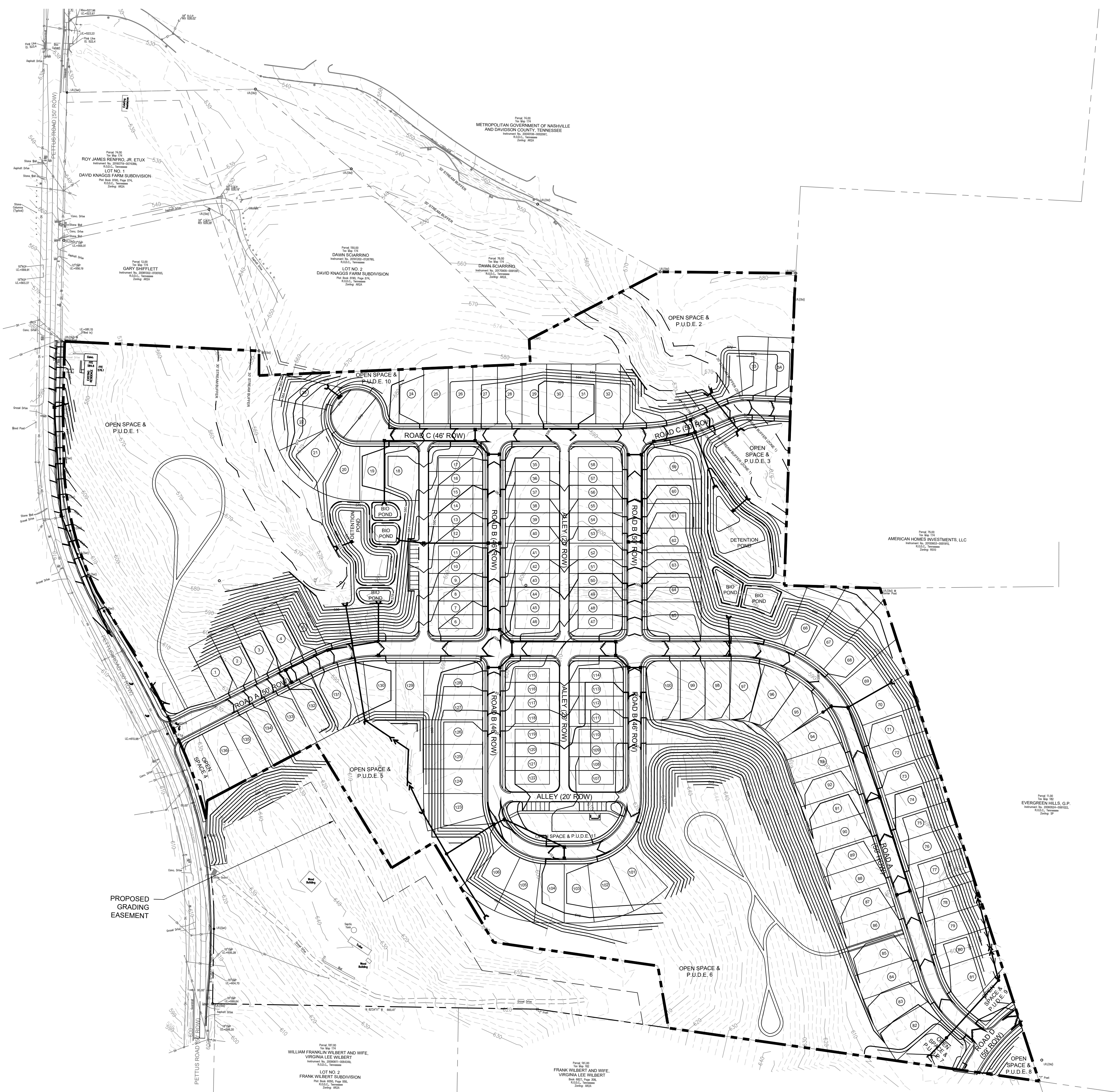
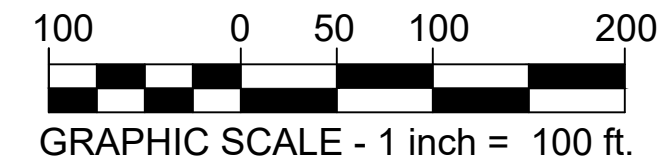
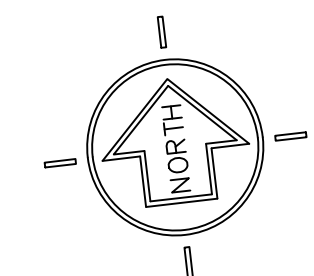
- A NONE
- B NONE
- C NONE
- D NONE

GRADING AND DRAINAGE PLAN

C3.0

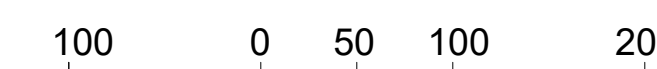
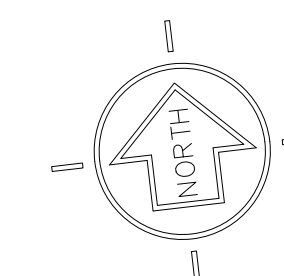
LSC 19079

- 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.





Know what's **below**.
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GRAPHIC SCALE - 1 inch = 100 ft.



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2020-529, **Version:** 1

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:



Councilmember Russ Pulley

2020SP-031-001

DOGTOPIA - GREEN HILLS

Map 117-14, Part of Parcel(s) 148, Green Hills Court GP

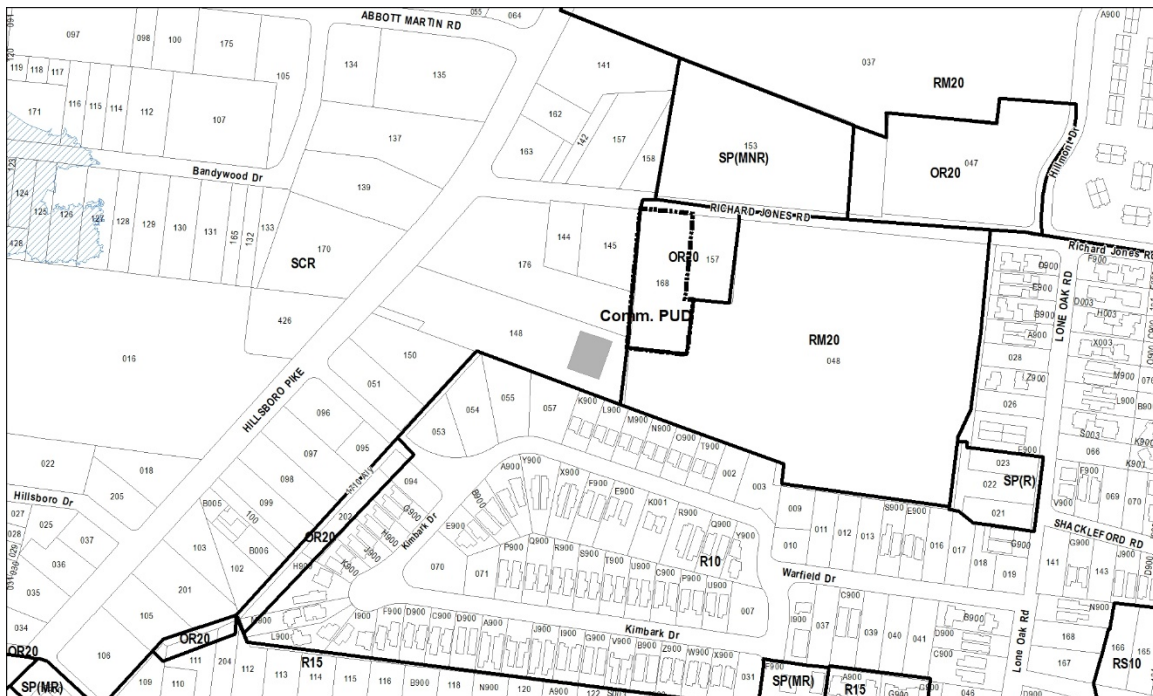
Application fee paid by: Michael E Twomey

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

File #: BL2020-569, **Version:** 1

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.

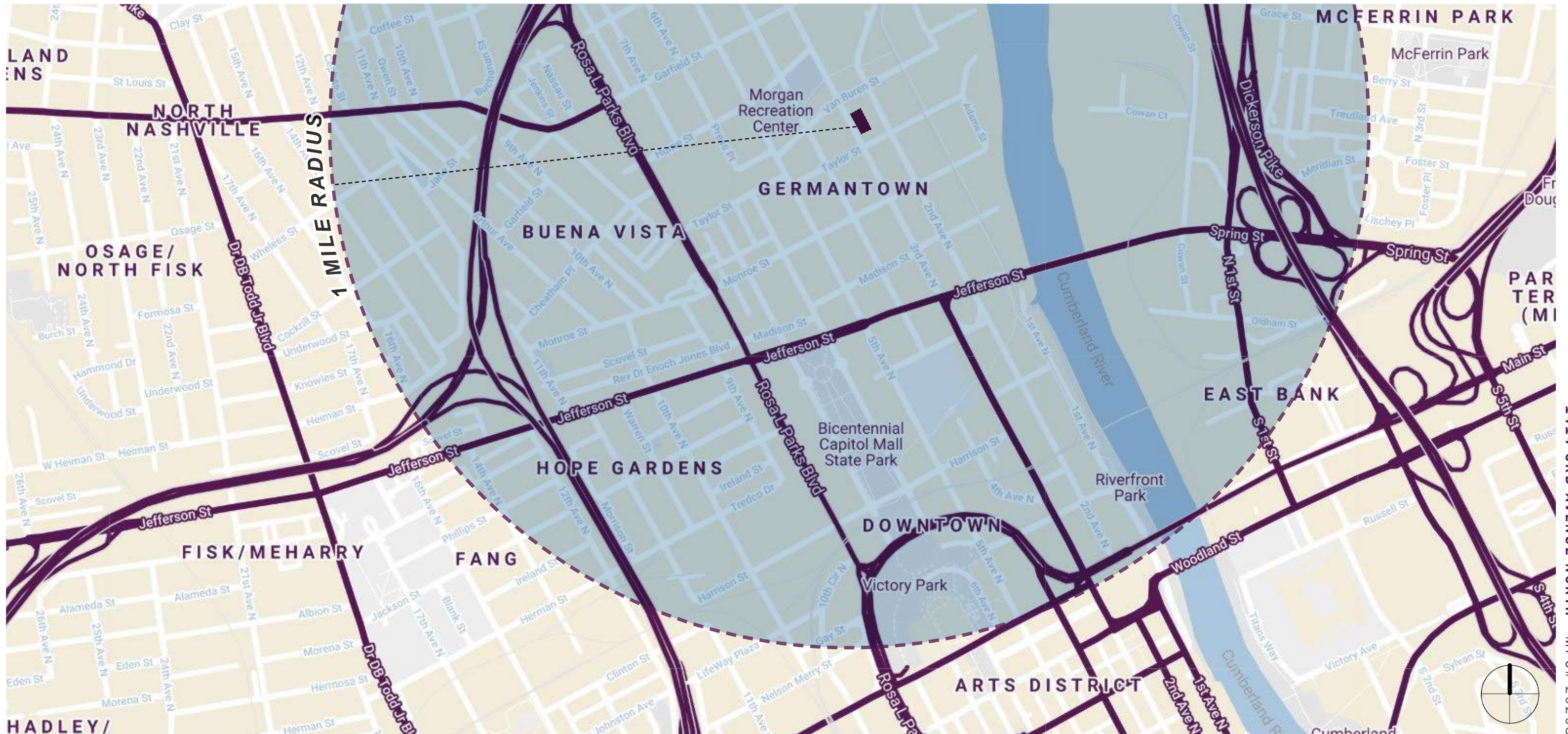
Map & Parcel no. /Owner: Map 082-09, Parcel(s) 125/FFN1414 LLC
Requested by: Smith Gee Studio LLC

Preliminary Specific Plan

1414 3RD AVENUE

Mixed-Use Development on 3rd Avenue North





02

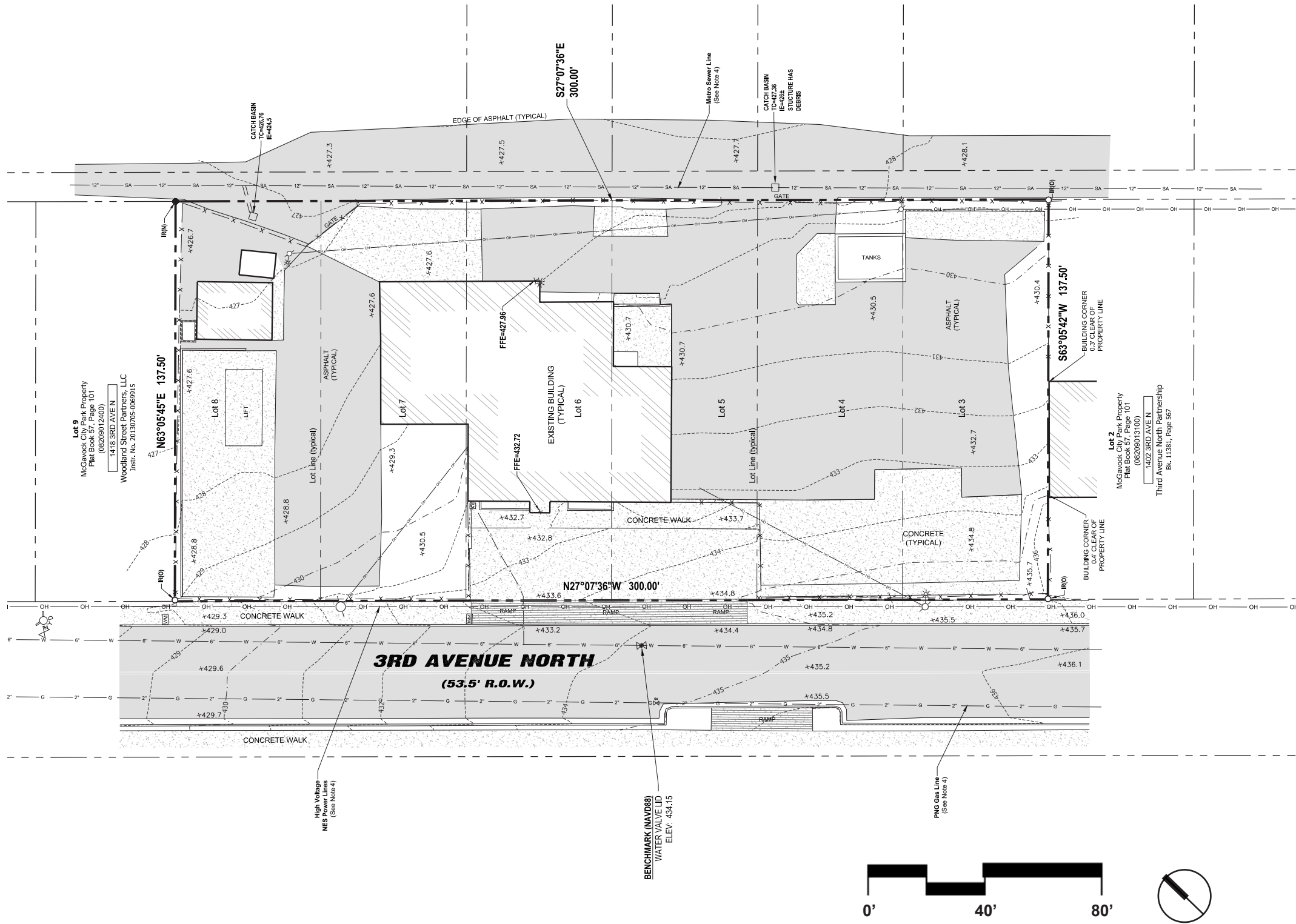
CONTEXT MAP

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.

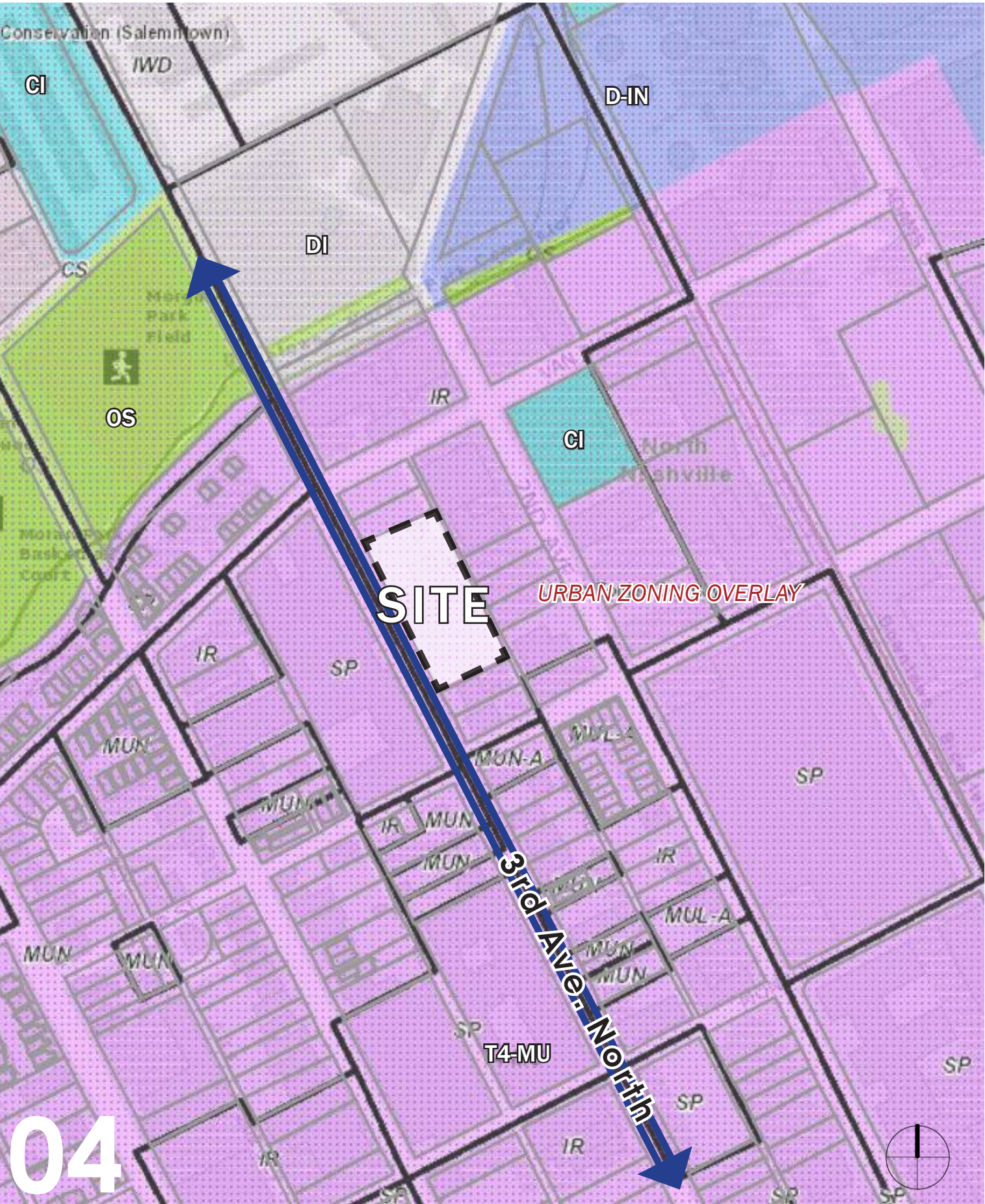
DEED REFERENCE
Owner : Roy Glenn Goodwin of record in Instrument Number 20140219-0014284 in the Register's Office for Davidson County, Tennessee

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).

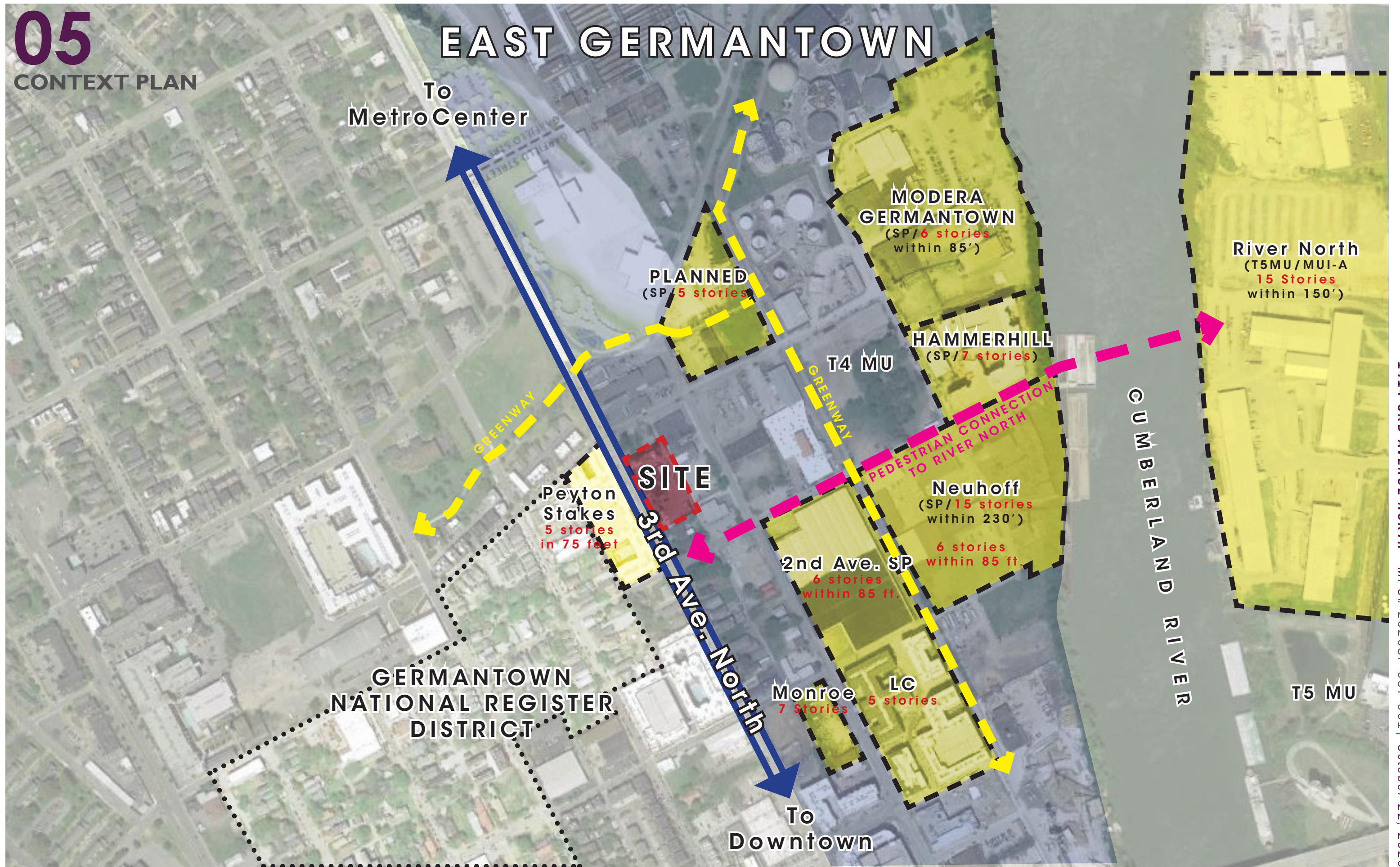
T4 Urban Mixed Use: is applicable to areas that are envisioned to become primarily mixed use with residential and ancillary commercial and light industrial. The building form is generally in character with the existing development pattern of the urban neighborhood in terms of its mass, orientation, and 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

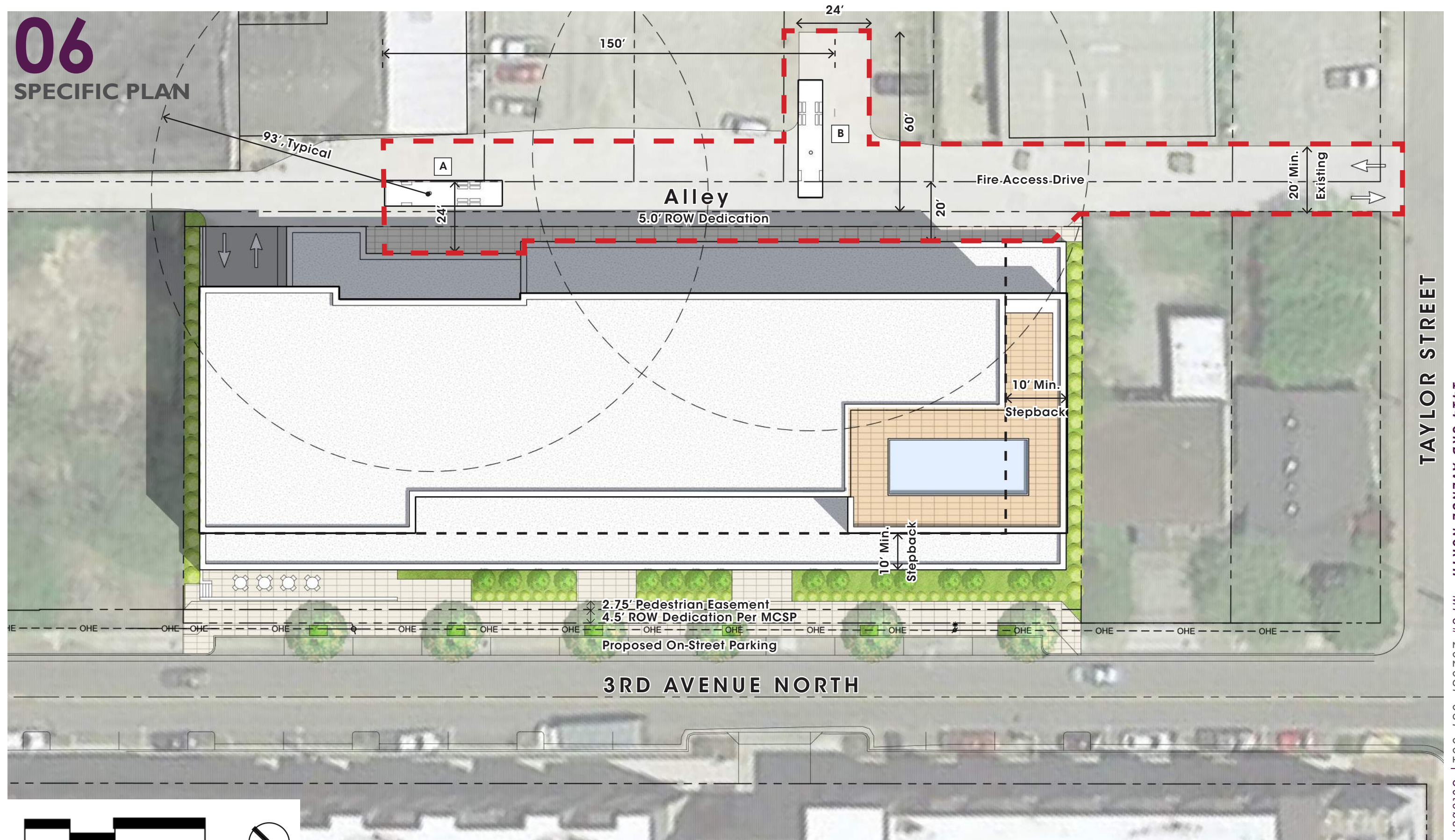
05

CONTEXT PLAN



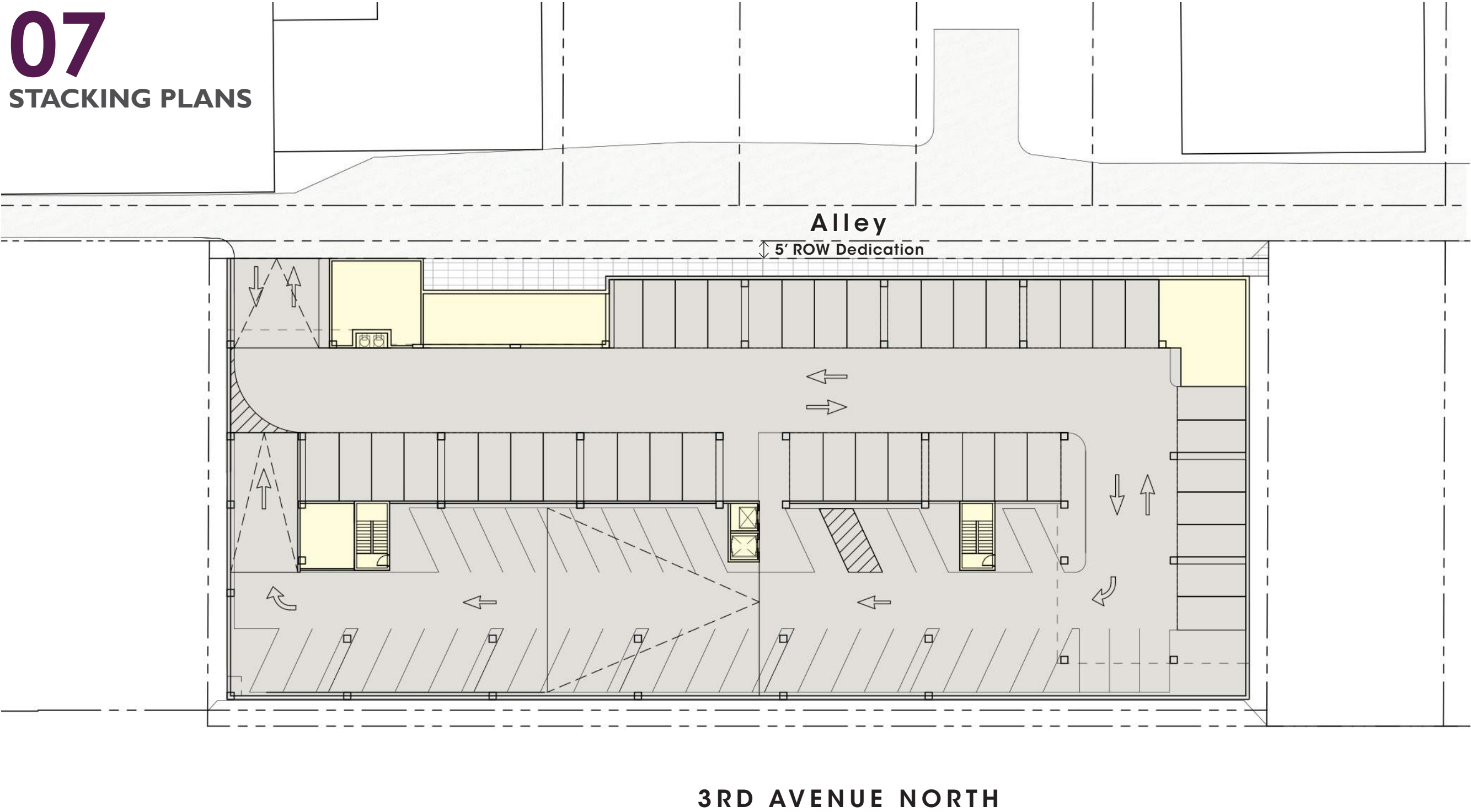
06

SPECIFIC 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

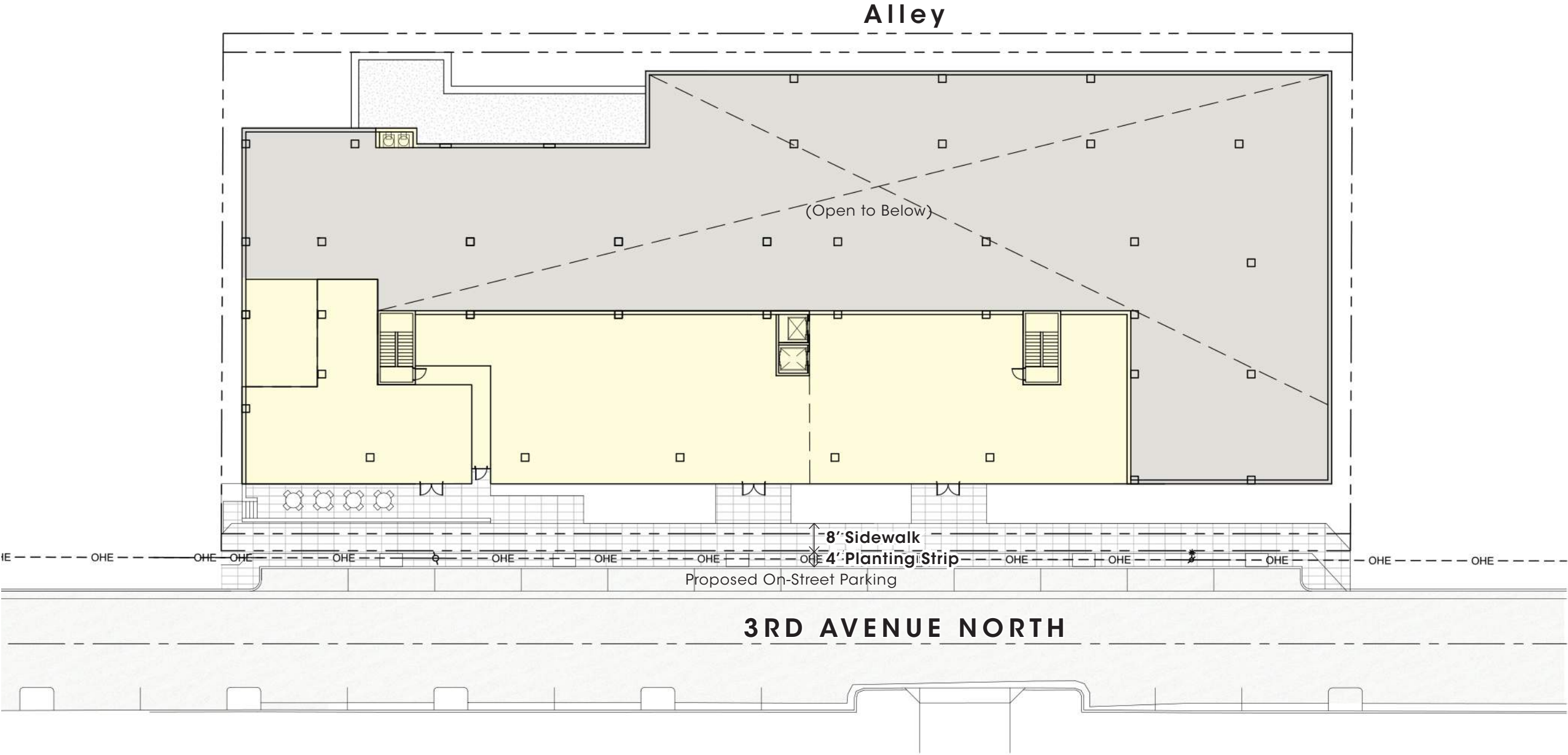


Alley Level Plan

*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

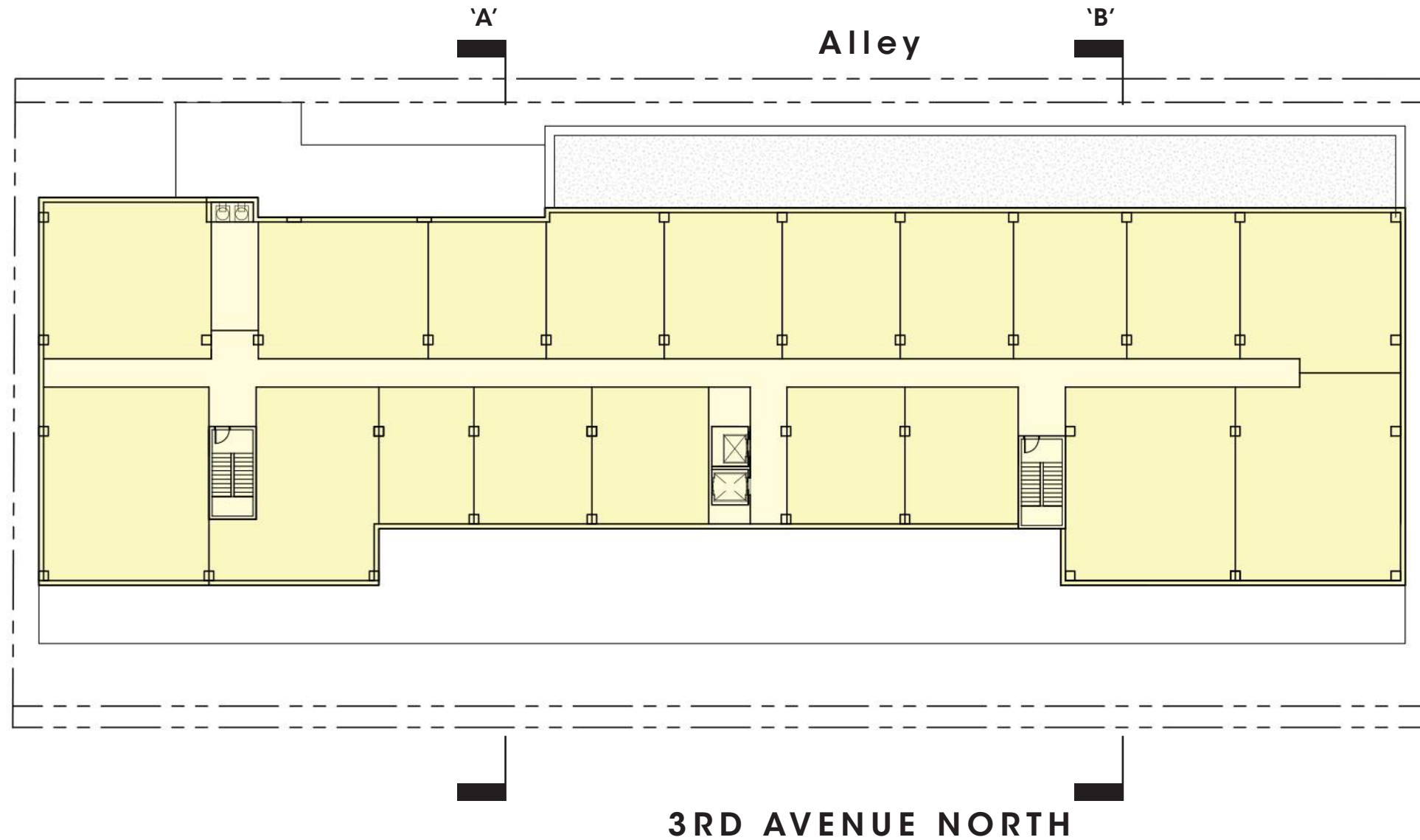


Street Level Plan

*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



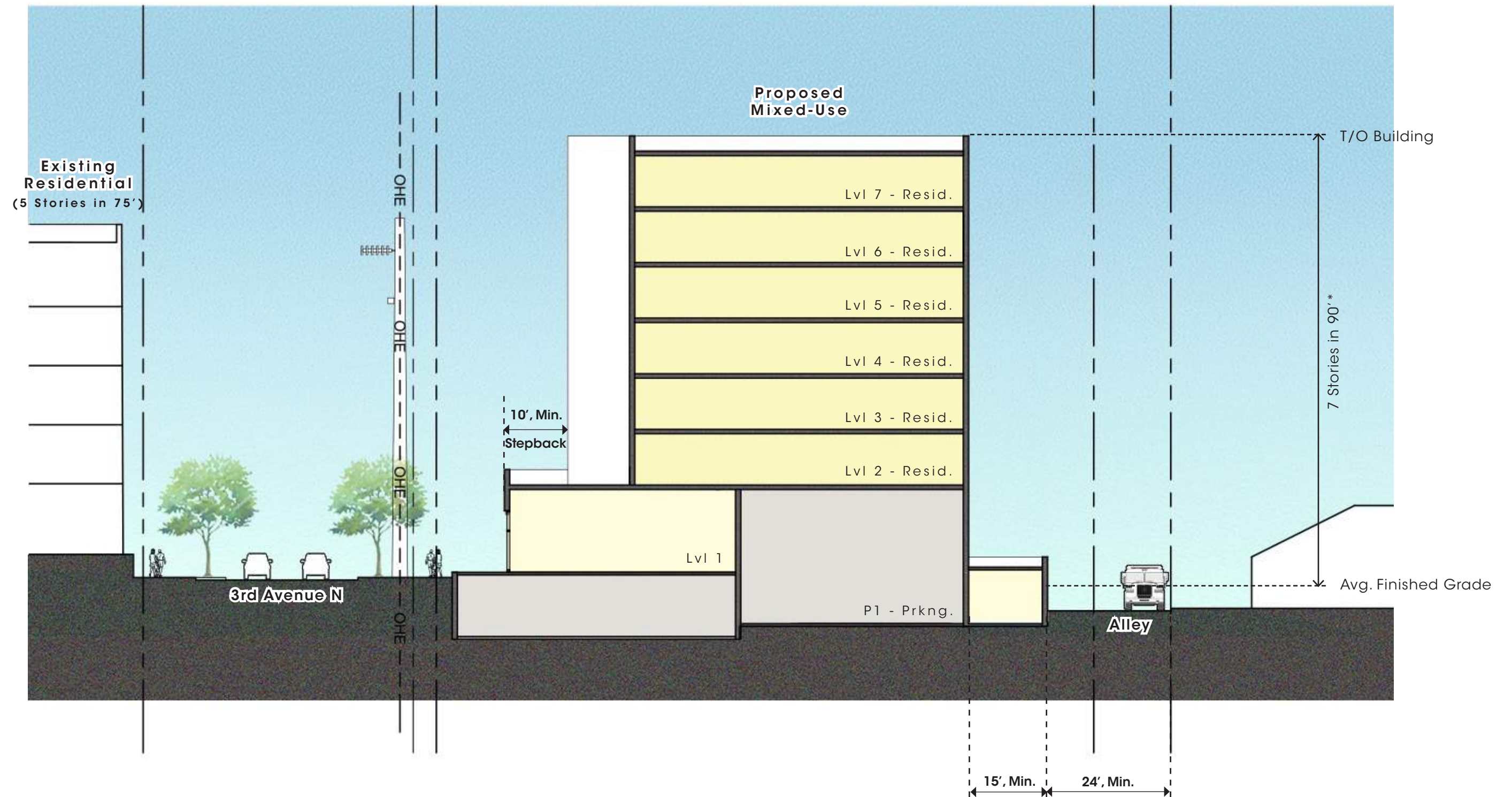
0' 30' 60'

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

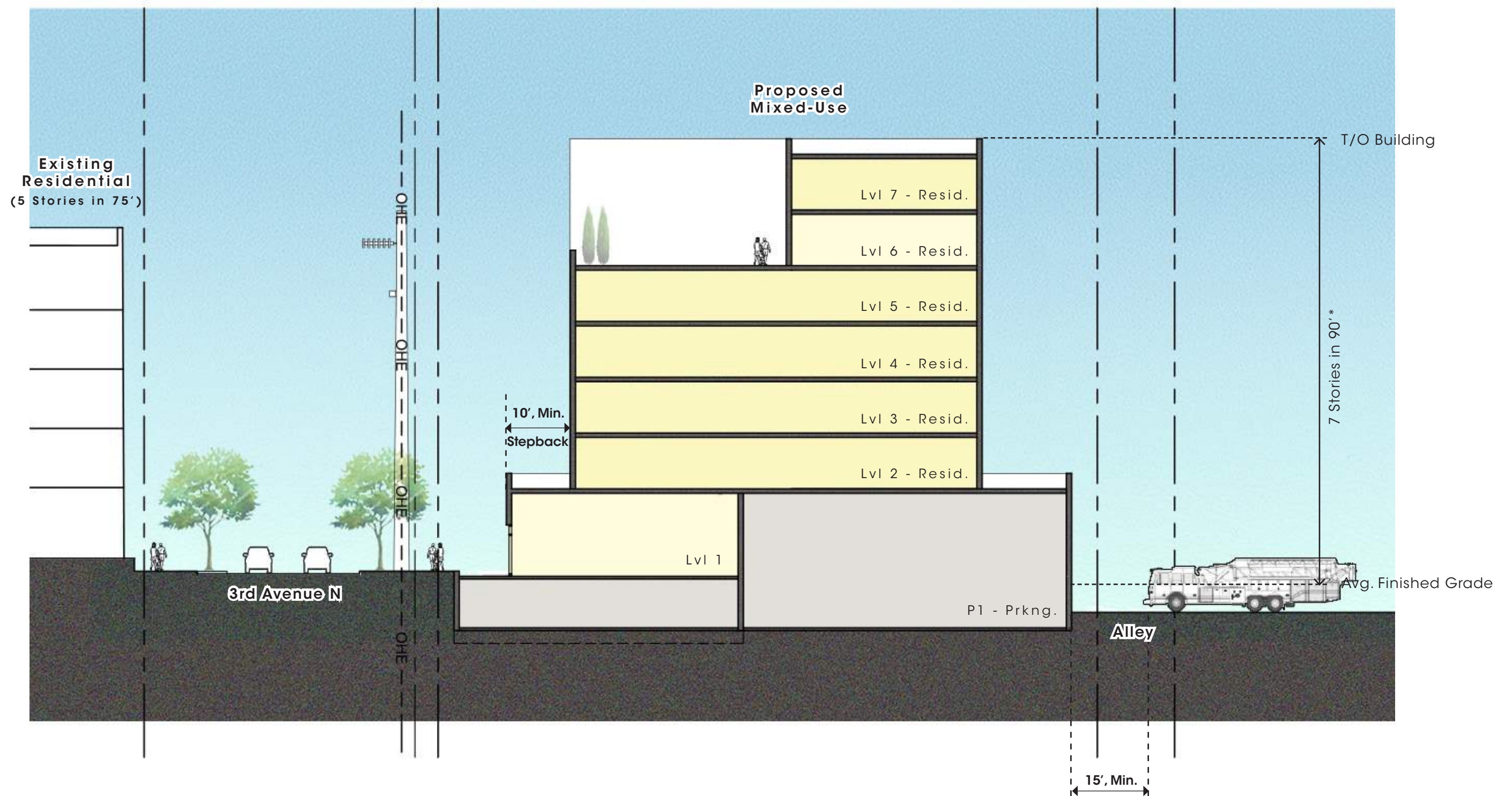


* A 'Basement' level maybe provided to the development where topo allows for additional sub-surface development including parking and conditioned residential

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 essentially 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 proposed (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 design 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 3rd 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 3rd Avenue from Jefferson to Van Buren Streets;
- The 1300 block of 3rd 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 3rd 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 3rd 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;

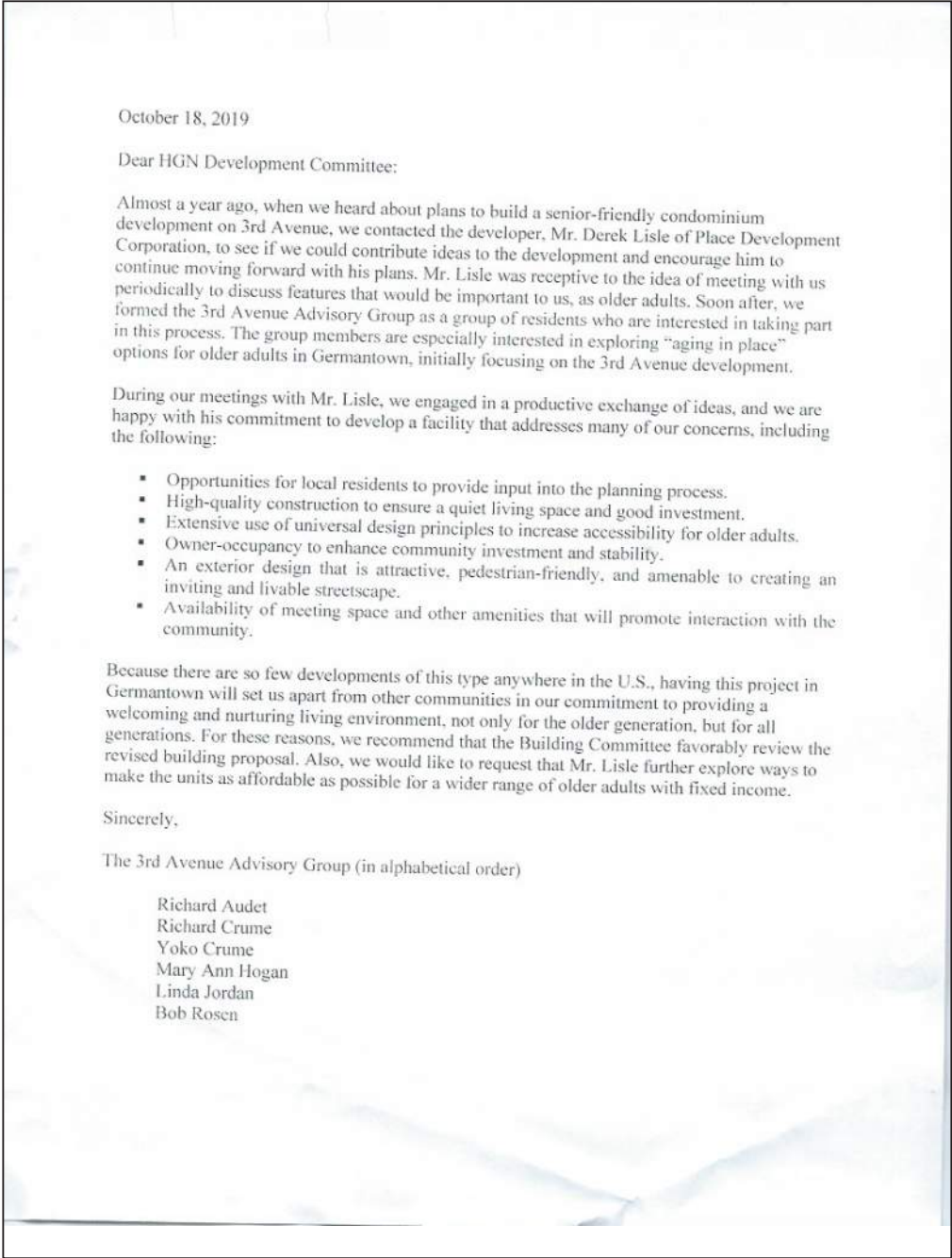
8. The plan calls for constructing for-sale condos which will increase the level of property ownership in Germantown. Recent years have seen a significant decline in the percentage of residents who own and live in Germantown. This commitment from the developer was critical in gaining the HGN Board’s 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/permitted 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.

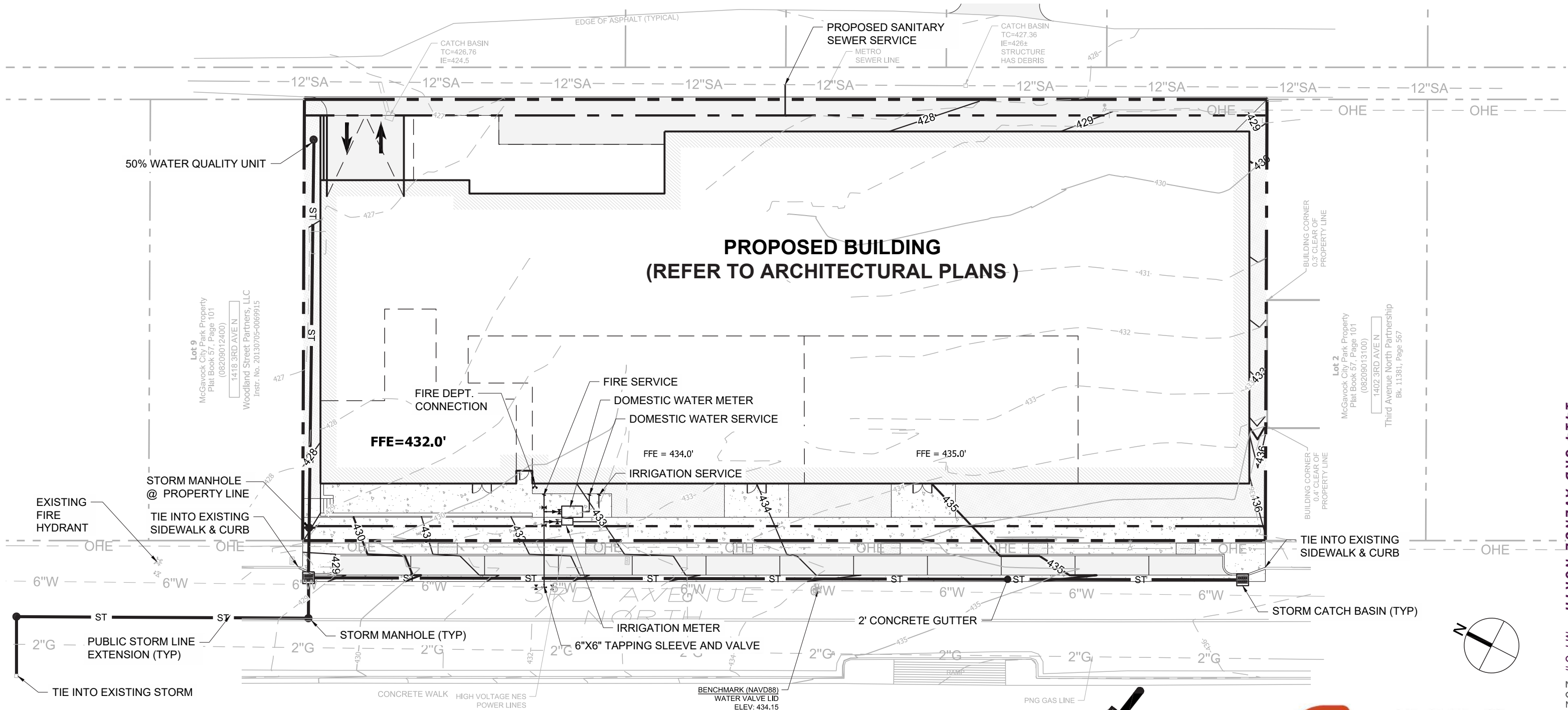
Water Services:

- 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:

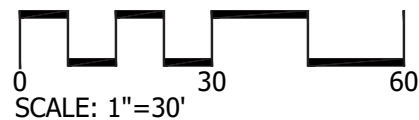
- All development within the boundaries of this plan will meet the requirements of the Americans with Disabilities Act and the Fair Housing Act.

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 ¹	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 ²	0 feet - 15 feet	
Side / Rear Setback	0 feet	
Parking Requirements	Per Chapter 17.20 - Parking, Loading and Access of Metro Zoning Code	
Glazing ³	Residential	25% min.
	Non-Residential	50% Ground Floor 40% Upper Floor
Raised Foundations ⁴	Residential	18 in. min. to 36 in. max
	Non-Residential	36 in. max.
1	Overall 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.	
2	Build-To-Zone to be measured from back of proposed sidewalks on public streets, private drives and garden courtyards.	
3	Minimum 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.	
4	With 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.	



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

File #: BL2021-594, **Version:** 2

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

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. 12.20.020 - Maximum speed limits.

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

- A. Twenty-five miles per hour within the Urban Services District;
- B. Thirty miles per hour in any urban district outside of the Urban Services District;
- C. Fifty-five miles per hour in other locations;
- D. Section 12.84.030 sets out the penalty for violation of subsections A, B, and C of this section.

Analysis

This ordinance, as amended, 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

E3BFA61A741444C...

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:

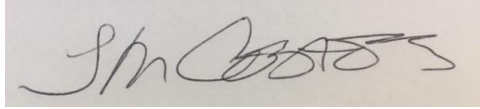
DocuSigned by:

Kevin Crumbo

BBCC2399228E462...

Kevin Crumbo, Director
Department of Finance

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink on a light-colored rectangular background. The signature appears to be "Jm Coates" written in a cursive, stylized script.

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

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-594

Mr. President –

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

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

SPONSORED BY:

Burkley Allen
Member of Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-594

Mr. President:

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

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

12.20.020 - Maximum speed limits.

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

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

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

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

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

INTRODUCED BY:

Burkley Allen
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-595, **Version:** 1

An ordinance approving an agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee, by and through the Metropolitan Nashville Police Department ("MNPDP"), 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 MNPDP that require medical support.

WHEREAS, the agreement between the Metropolitan Government of Nashville-Davidson County, Tennessee ("Metro"), for MNPDP, 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 MNPDP, 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 (MNPDP) and Vanderbilt University Medical Center (VUMC) to provide medical support and assistance during MNPDP incidents. This agreement, called a Tactical Medical Services Agreement, is for VUMC Emergency Medicine Department to provide assistance to MNPDP 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, MNPDP will establish a "safe zone" perimeter for medical personnel. MNPDP 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.

Fiscal Note: There is no cost to Metro for the performance of this 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

APPROVED AS TO FORM AND LEGALITY:


Assistant Metropolitan Attorney

INTRODUCED BY:



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.

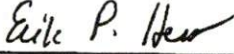
7.12 Independent Contractor. Each Party shall be considered to be an independent Party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, 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

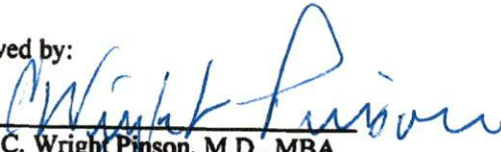
Recommended by:



Name: Erik P. Hess, M.D.,

Title: Chair, VUMC Department of Emergency Medicine

Approved by:

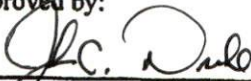


Name: C. Wright Pinson, M.D., MBA

Title: Deputy Chief Executive Officer

Metropolitan Government of Nashville and Davidson County

Approved by:

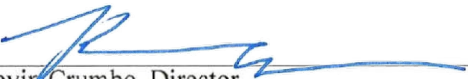


Name: Chief John Drake

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

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.

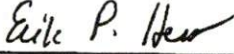
7.12 Independent Contractor. Each Party shall be considered to be an independent Party and shall not be construed to be an agent or representative of the other Party, and therefore, has no liability for the acts or omissions of the other Party. In addition, neither Party, nor any of its employees, agents, 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

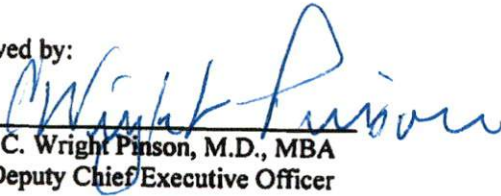
Recommended by:



Name: Erik P. Hess, M.D.,

Title: Chair, VUMC Department of Emergency Medicine

Approved by:

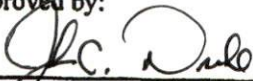


Name: C. Wright Pinson, M.D., MBA

Title: Deputy Chief Executive Officer

Metropolitan Government of Nashville and Davidson County

Approved by:

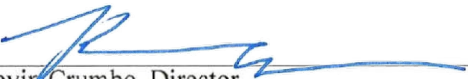


Name: Chief John Drake

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

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

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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

This page created on: 2020-09-28 01:37 PM by: Turner Hutchison



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-596, **Version:** 2

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 September 15, 2020, as compiled, consolidated, codified, and indexed in Titles 1 to 17, including those supplemental and replacement pages having in the lower right-hand or left-hand corner thereof the notation: Met. Nashville Davidson Co., Supp. No. 34 (12/20).

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, as amended, readopts the Metro Code to include ordinances enacted on or before September 15, 2020.

Bill No. 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.

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 (10/20);

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 (10/20).

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.

APPROVED AS TO FORM
AND LEGALITY:

Matthew Garth
Assistant Metropolitan Attorney

INTRODUCED BY:

Cristy Anderson
Member of Metropolitan Council

AMENDMENT NO. ____
TO
ORDINANCE NO. BL2021-596

Mr. President,

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

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

Sponsored by:

Courtney Johnston
Member of Council



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-597, **Version:** 2

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

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

Section 5. Amendments to this ordinance shall be approved by resolution.

Section 6. 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, 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.

An amendment added at the January 19, 2021 meeting states that the participation of Metro is subject to the availability of funds. A similar provision was added to the text of the attached participation agreement. The amendment also added a section noting that the intent of the Metro Council is to establish a CBID for “the Landings”.

Amendments to this ordinance may be approved by resolution.

Fiscal Note: Metro will reimburse Monroe Infrastructure, LLC up to \$13,802,000 for the infrastructure project and will be paid from the FY19 Metro Capital Spending Plan, under Fund No. 40119, Business Unit No. 42409119. The total estimated cost of this work is \$20,902,000.

Upon completion of the infrastructure project, Monroe will convey ownership to Metro. Metro would be responsible for the ongoing operation and maintenance.

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:

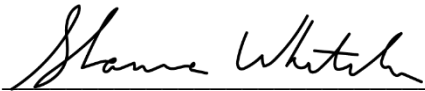
Section 1. That the participation agreement between the Metropolitan Government of Nashville and Davidson County, acting by and through the Department of Public Works, and Monroe Infrastructure LLC, for the construction of public infrastructure in Phase 1A of River North, attached hereto and incorporated 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



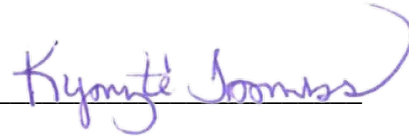
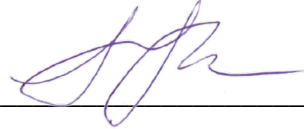
Kevin Crumbo, Director
Department of Finance

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.

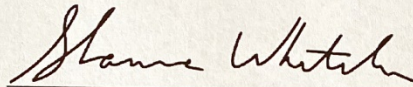
[Signature Page Attached Hereto]

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



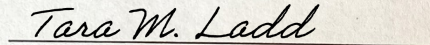
Interim Director
Metropolitan Department of Public Works

Approved as to Funding Availability:



Director
Metropolitan Department of Finance

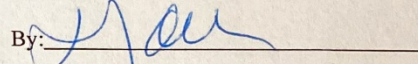
Approved as to Form and Legality:



Metropolitan Department of Law

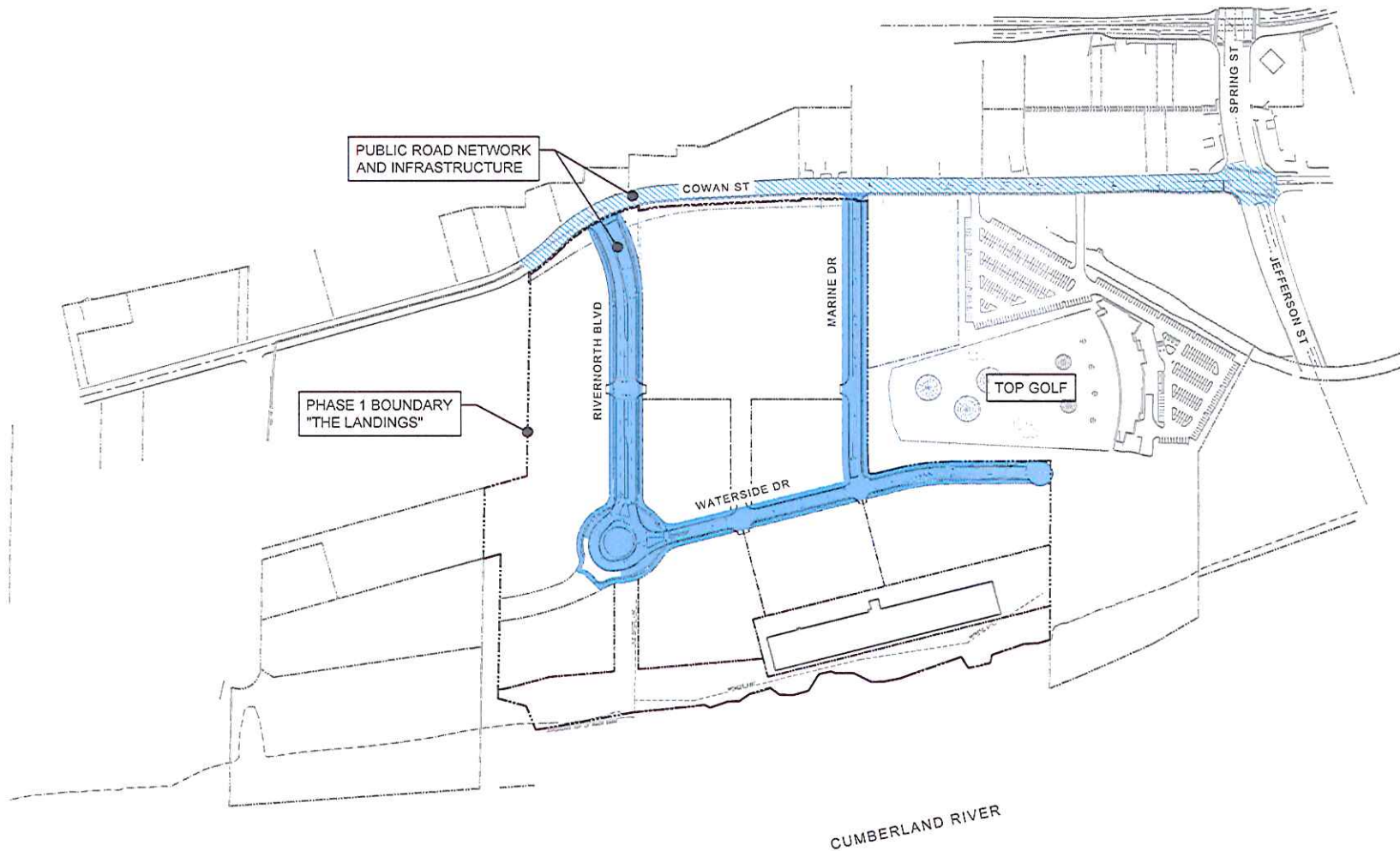
MONROE INFRASTRUCTURE:

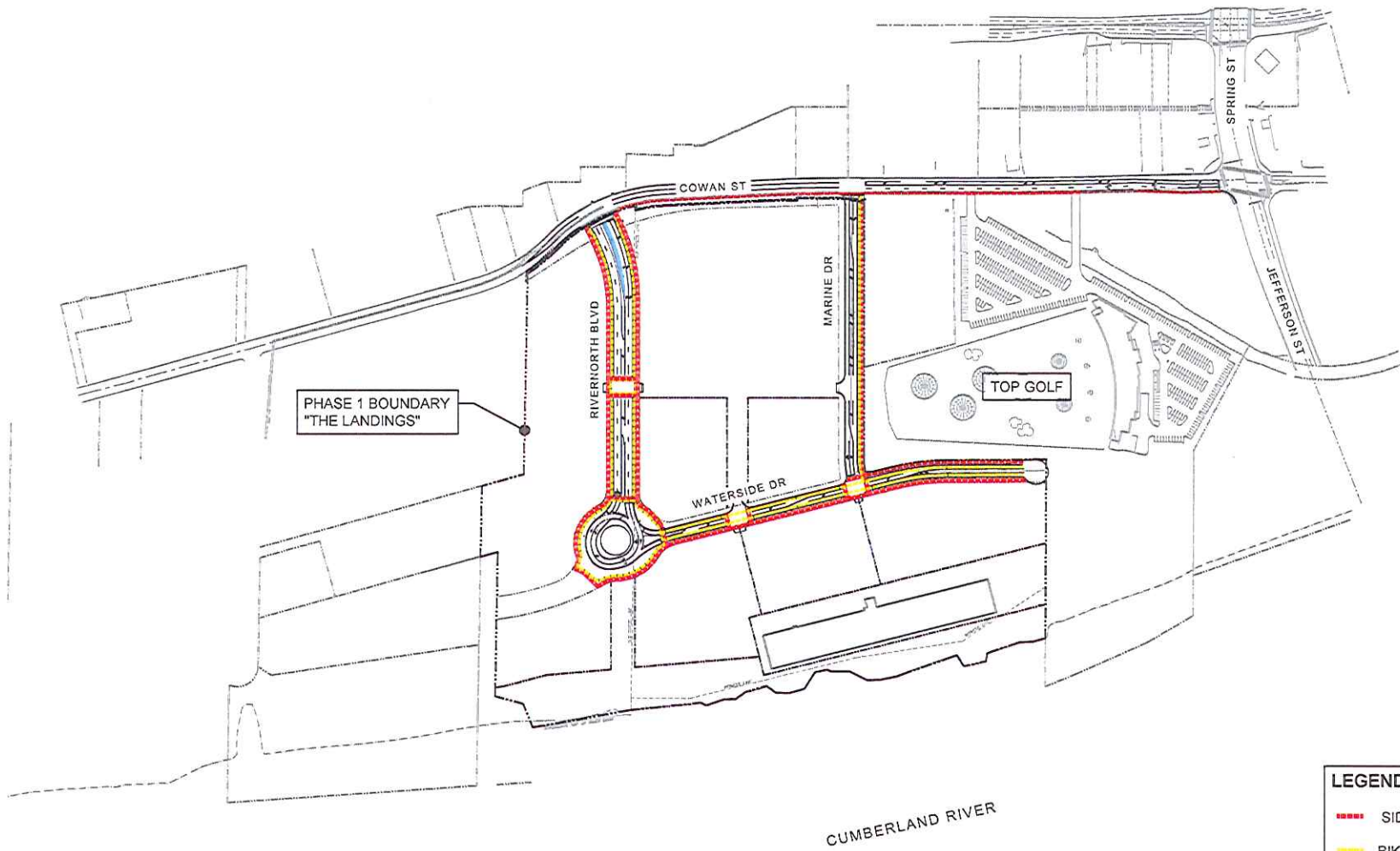
MONROE INFRASTRUCTURE, LLC
an Illinois limited liability company

By: 

Name: Donald S. Allen

Its: Manager

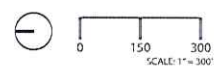




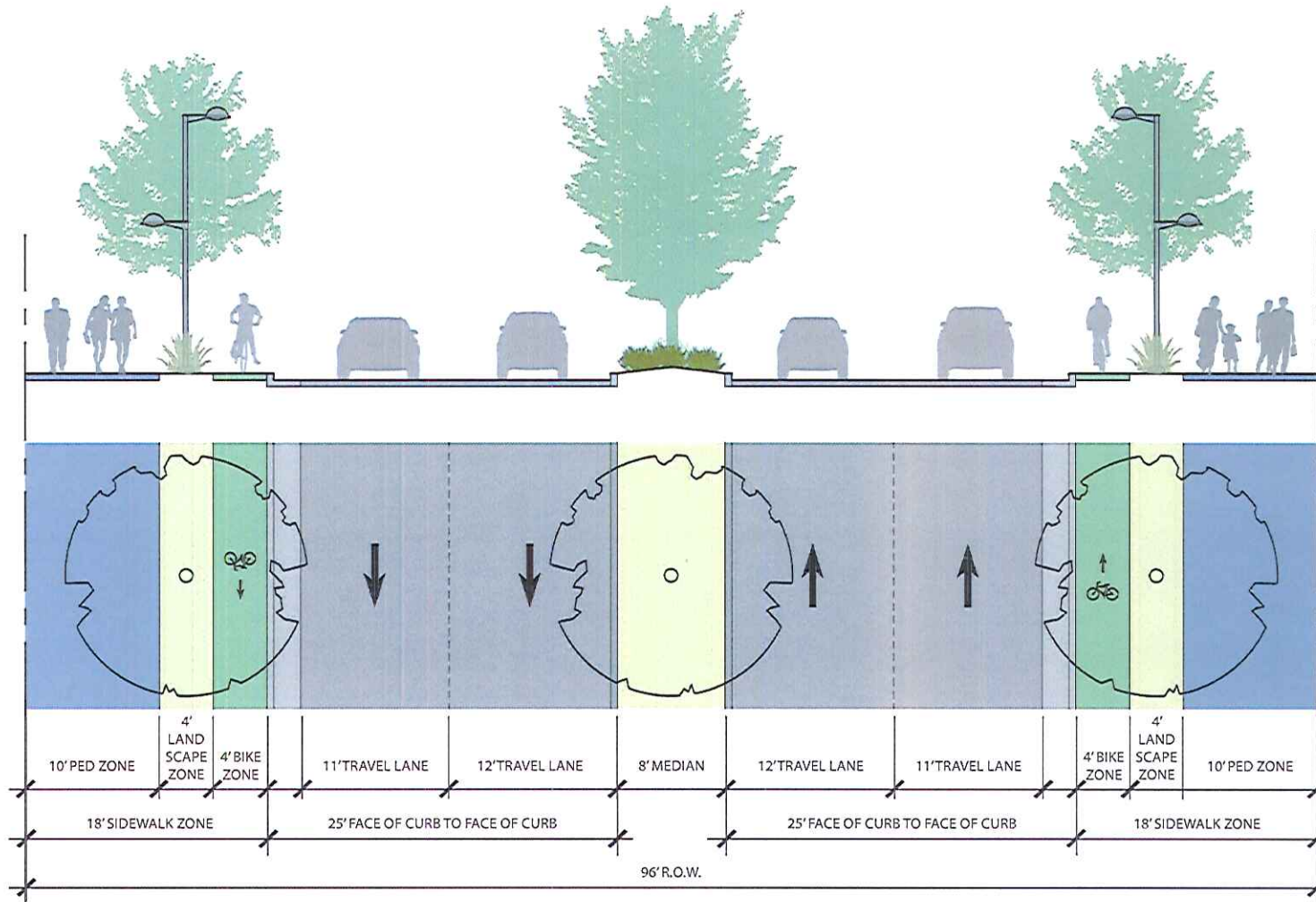
LEGEND

--- SIDEWALKS

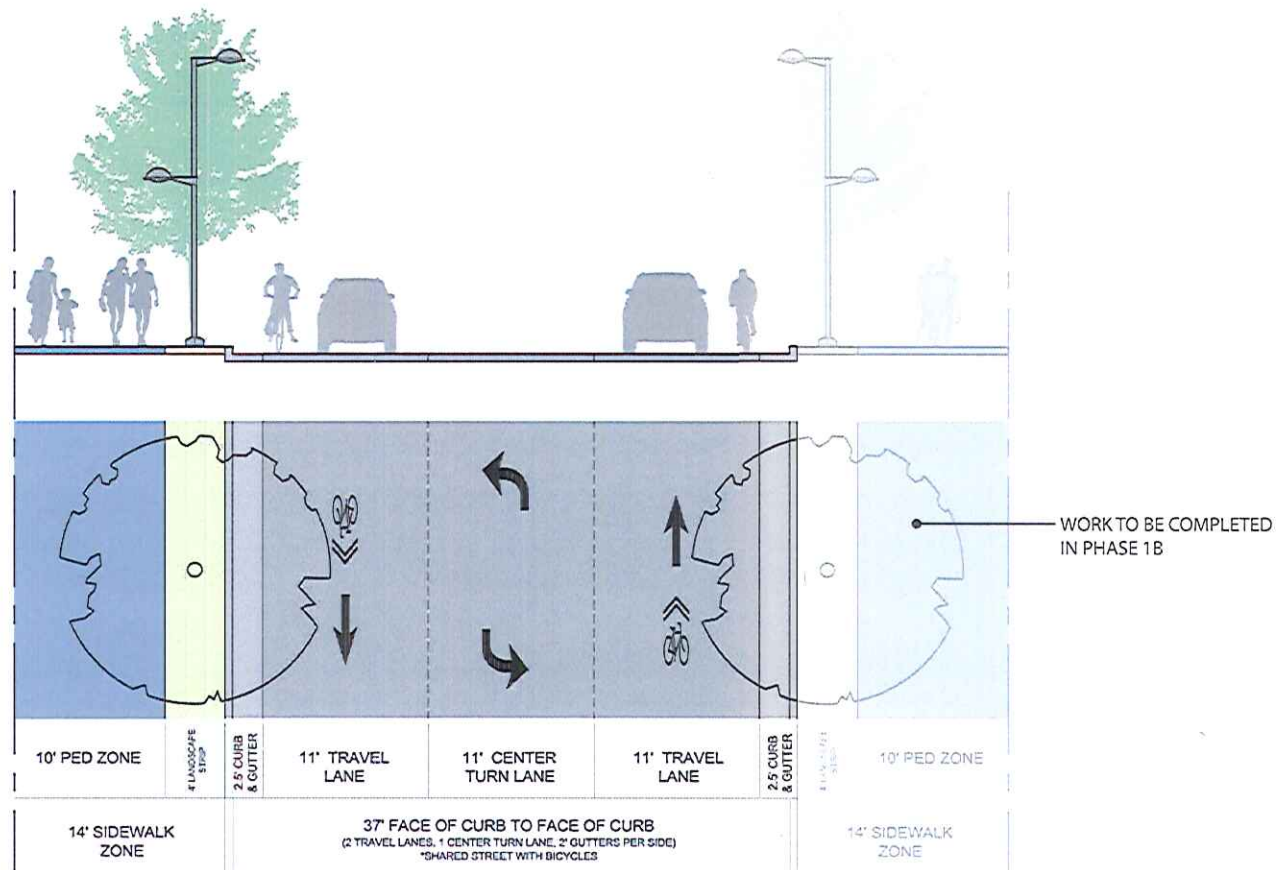
--- BIKE PATHS



RIVERNORTH BOULEVARD



WATERSIDE DRIVE



MARINE DRIVE

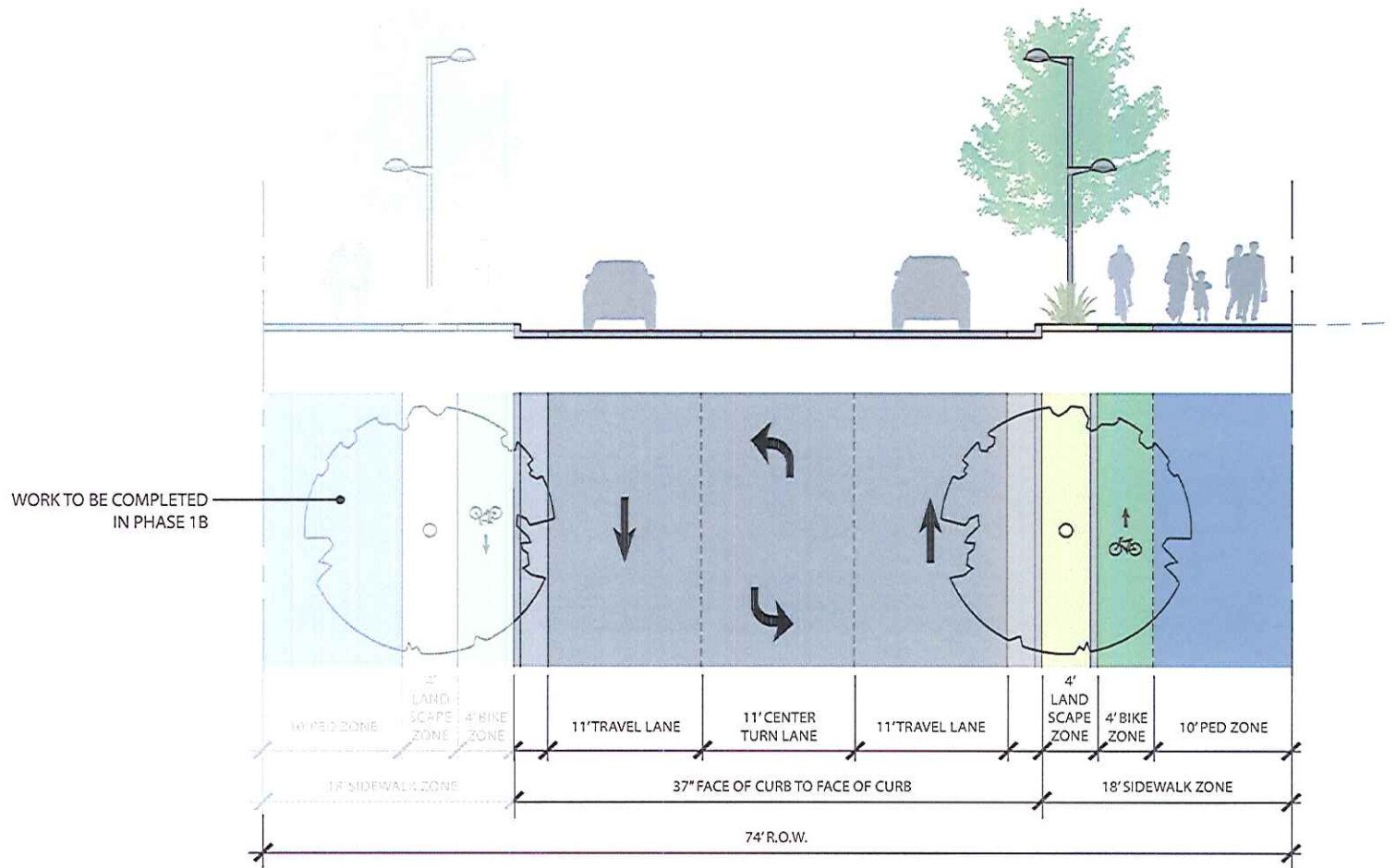


Exhibit B

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%
SUB-TOTAL: CIVIL CONSTRUCTORS COST	14,927,839	1,567,815	16,495,654	11,177,023	5,318,630	67.8%	32.2%
NES	2,275,224	-	2,275,224	1,670,805	604,419	73.4%	26.6%
Developer Demolition	494,776	-	494,776	-	494,776	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%
SUB-TOTAL: OTHER CONSTRUCTION COSTS	4,292,234	114,113	4,406,346	2,624,977	1,781,370	59.6%	40.4%
TOTAL CONSTRUCTION COSTS	19,220,072	1,681,927	20,902,000	13,802,000	7,100,000	66.0%	34.0%

EXHIBIT B
THE LANDINGS AT RIVER NORTH DEVELOPMENT

PHASE 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 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.
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- 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.

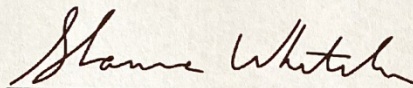
METRO:

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

MONROE INFRASTRUCTURE:

MONROE INFRASTRUCTURE, LLC
an Illinois limited liability company

Mayor



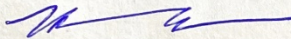
Interim Director
Metropolitan Department of Public Works

By: 

Name: Donald W. Allen

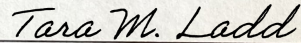
Its: Manager

Approved as to Funding Availability:

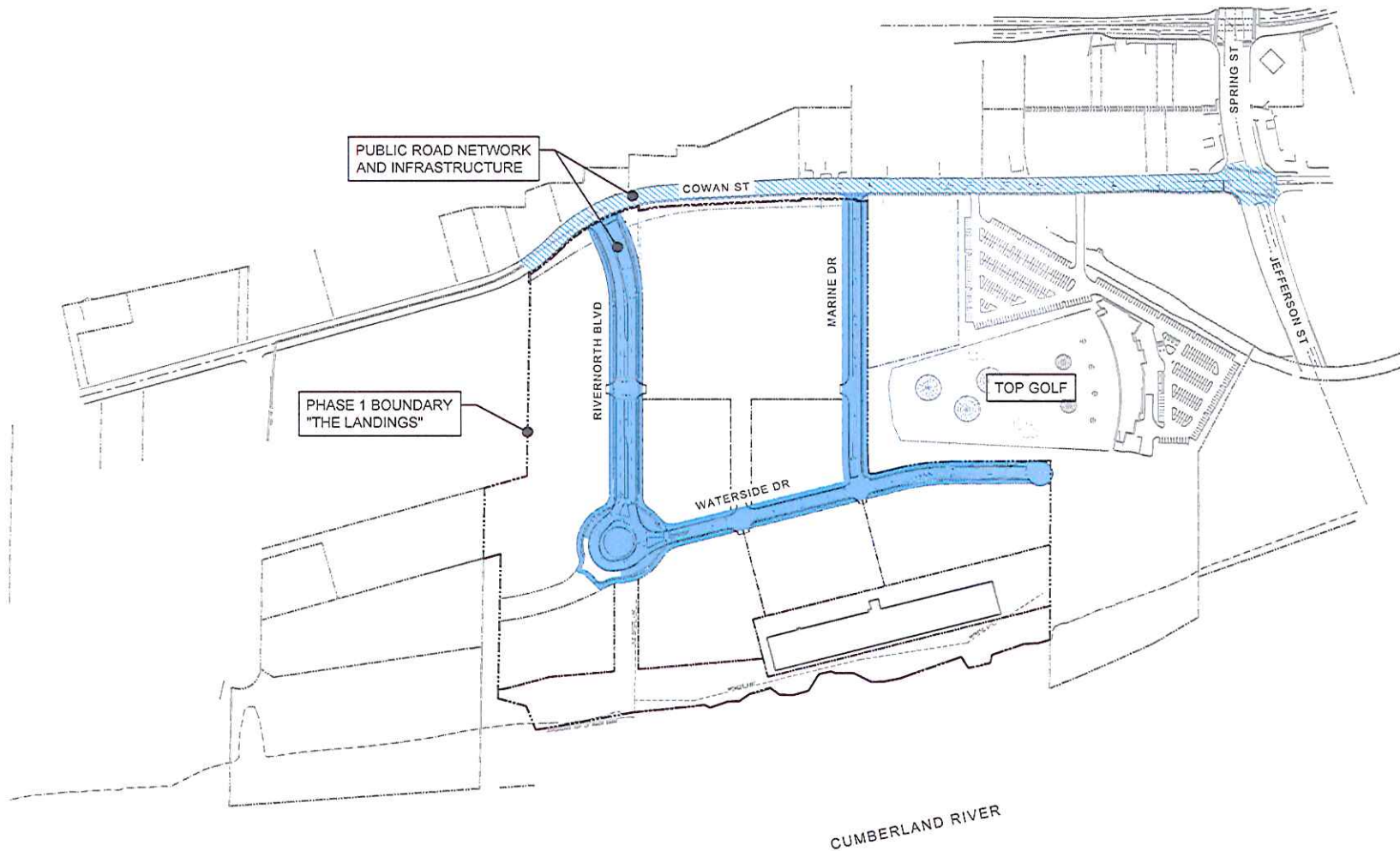


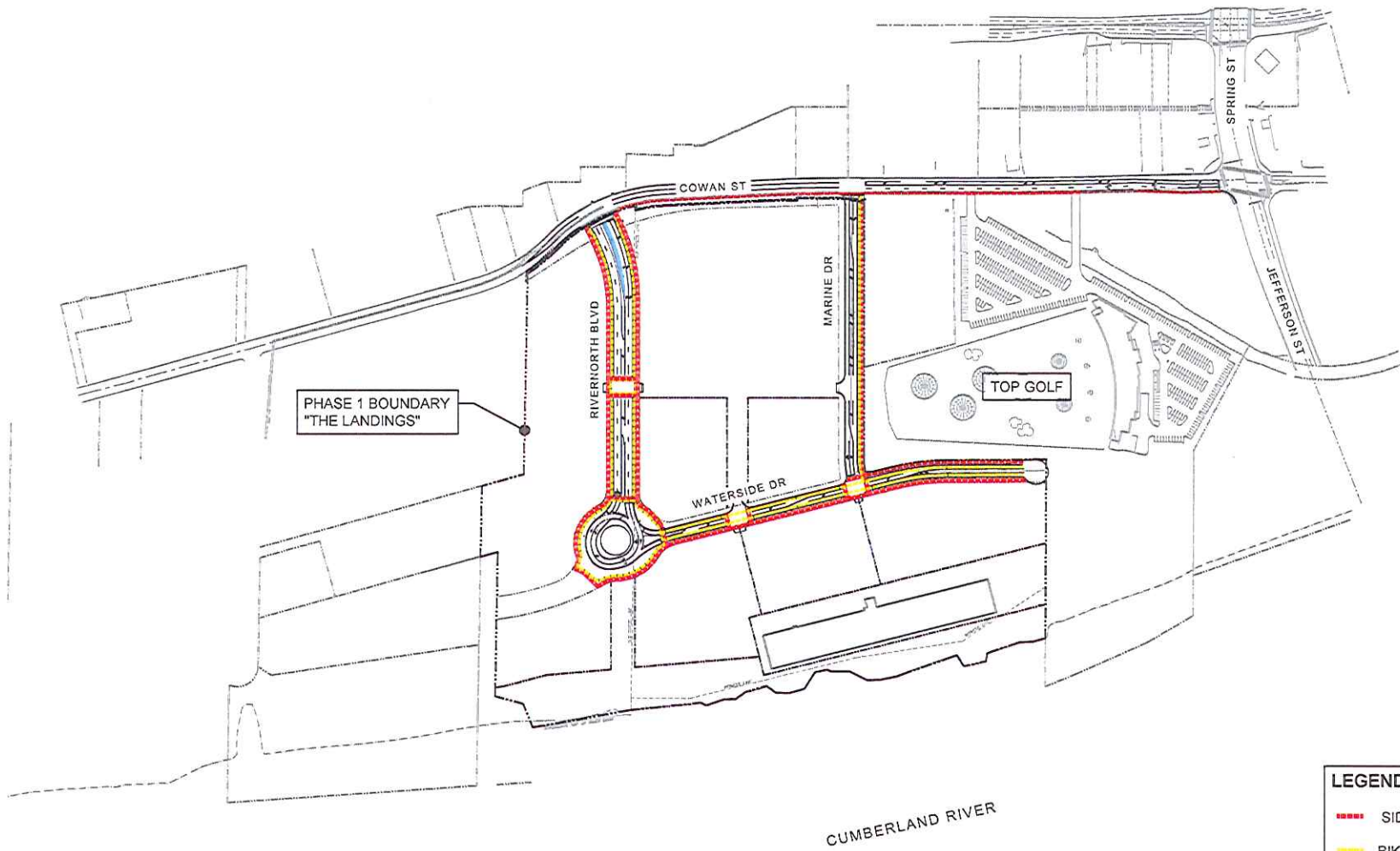
Director
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Approved as to Form and Legality:



Metropolitan Department of Law

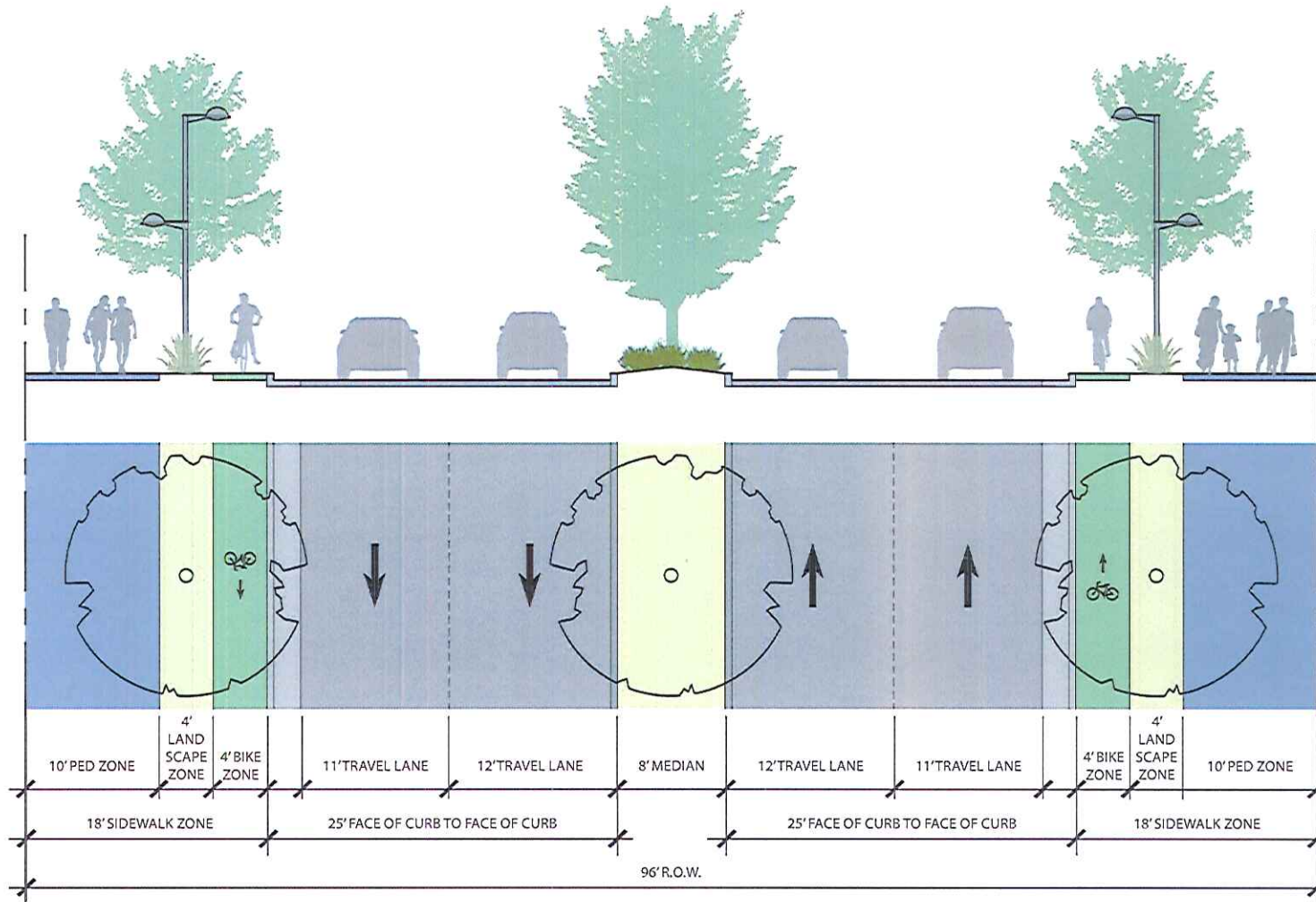




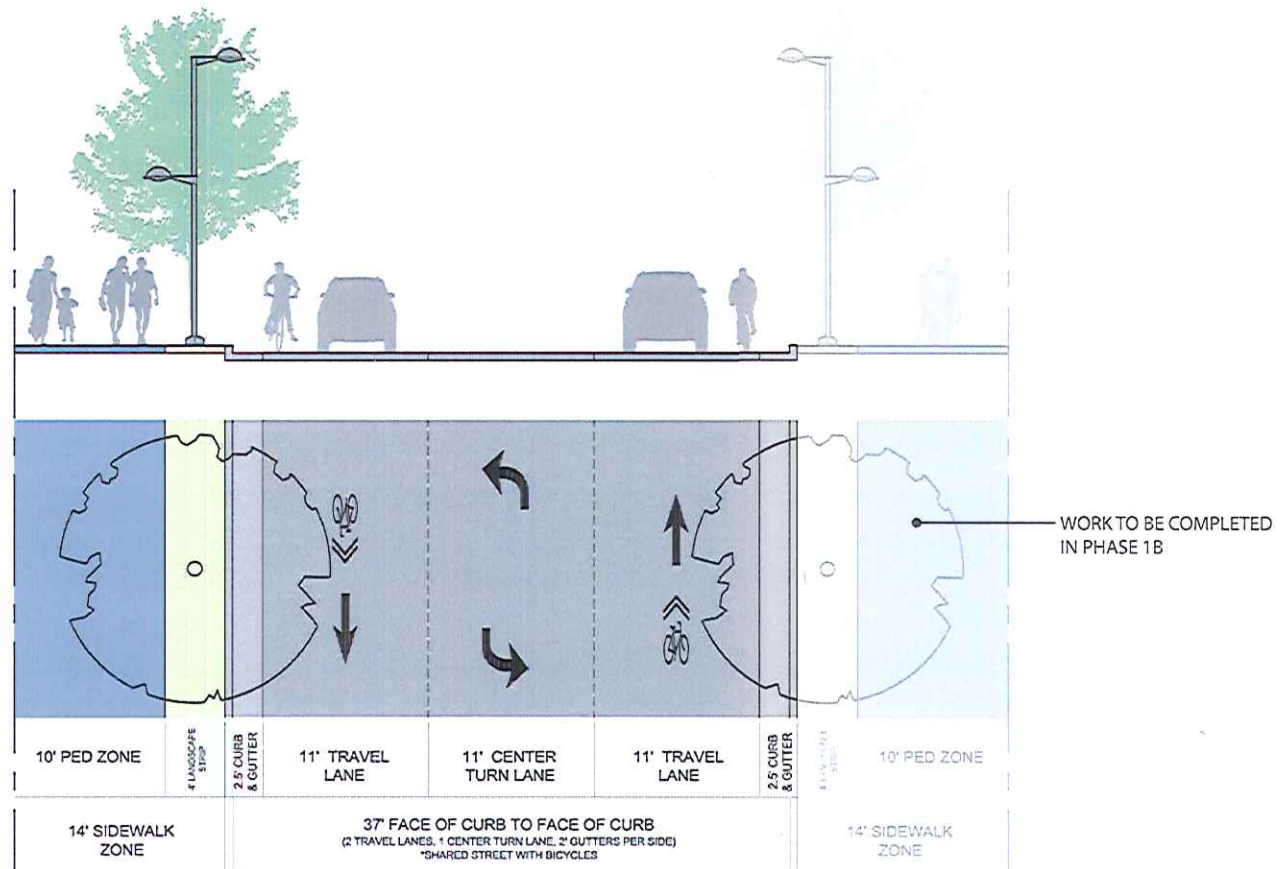
LEGEND

- SIDEWALKS
- BIKE PATHS

RIVERNORTH BOULEVARD



WATERSIDE DRIVE



MARINE DRIVE

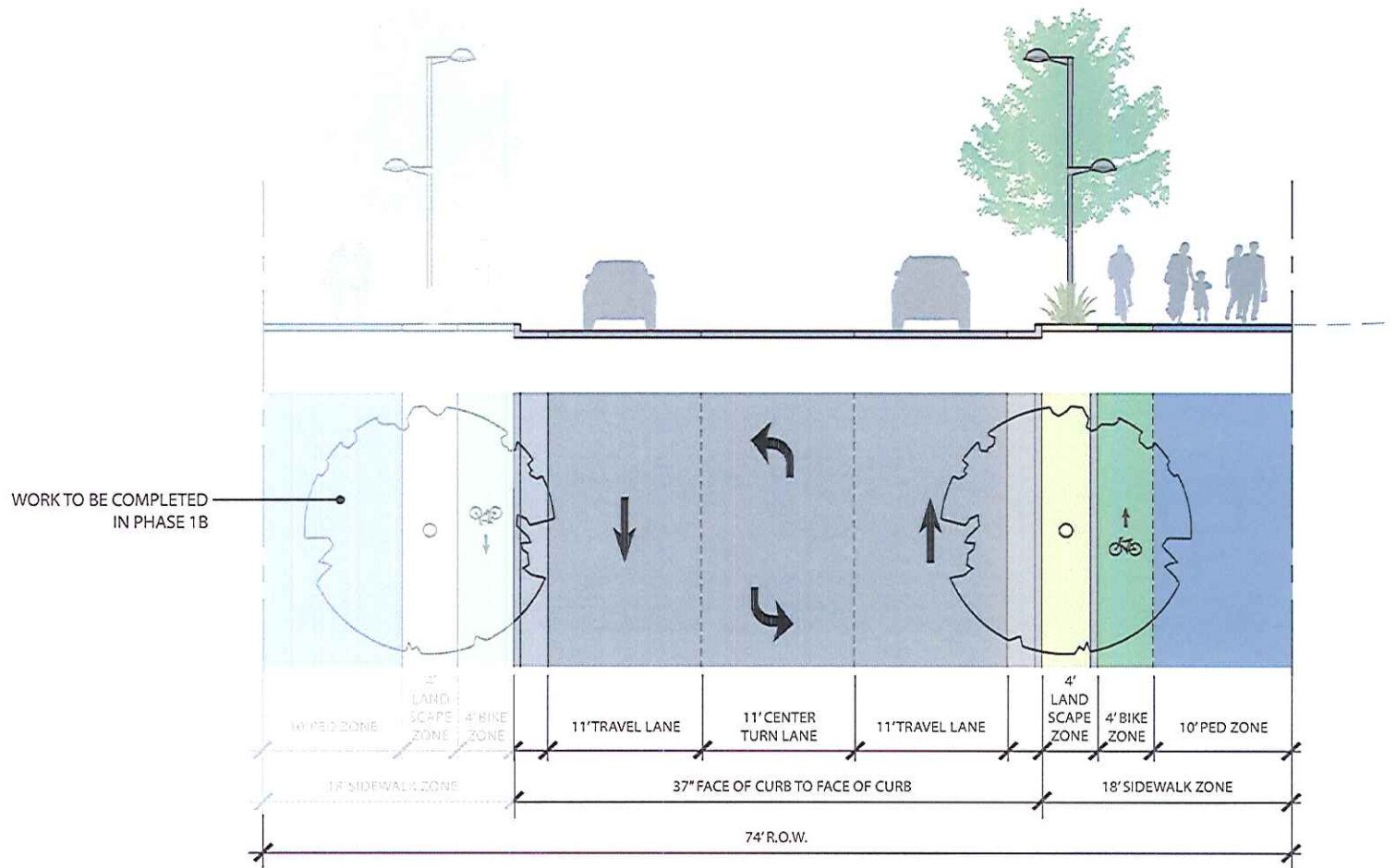


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Type of Work	Costs Based on Part 1A Drawings Dated 9.03.20			METRO/ MONROE WORK ALLOCATIONS			
	West of Cowan	Cowan & Jefferson Intersection	Part 1A Total	Metro Portion	Monroe Portion	Metro %	Monroe %
Demolition and ROW Prep	1,701,247	31,080	1,732,327	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%
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SUB-TOTAL: OTHER CONSTRUCTION COSTS	4,292,234	114,113	4,406,346	2,624,977	1,781,370	59.6%	40.4%
TOTAL CONSTRUCTION COSTS	19,220,072	1,681,927	20,902,000	13,802,000	7,100,000	66.0%	34.0%

EXHIBIT B
THE LANDINGS AT RIVER NORTH DEVELOPMENT

PHASE 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.

AMENDMENT NO. __
TO
ORDINANCE NO. BL2021-597

Mr. President –

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

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

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

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

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

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

INTRODUCED BY:

Sean Parker
Member of Council

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

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

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

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

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, MONROE AND METRO AGREE AS FOLLOWS:

I. SCOPE OF WORK:

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

II. TERMS AND CONDITIONS

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

- F. Monroe will permit Metro to regularly inspect the progress of the construction and installation of Phase 1A.
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[Signature Page Attached Hereto]

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MONROE INFRASTRUCTURE:

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

MONROE INFRASTRUCTURE, LLC
an Illinois limited liability company

Mayor

By:_____

Name:_____

Its:_____

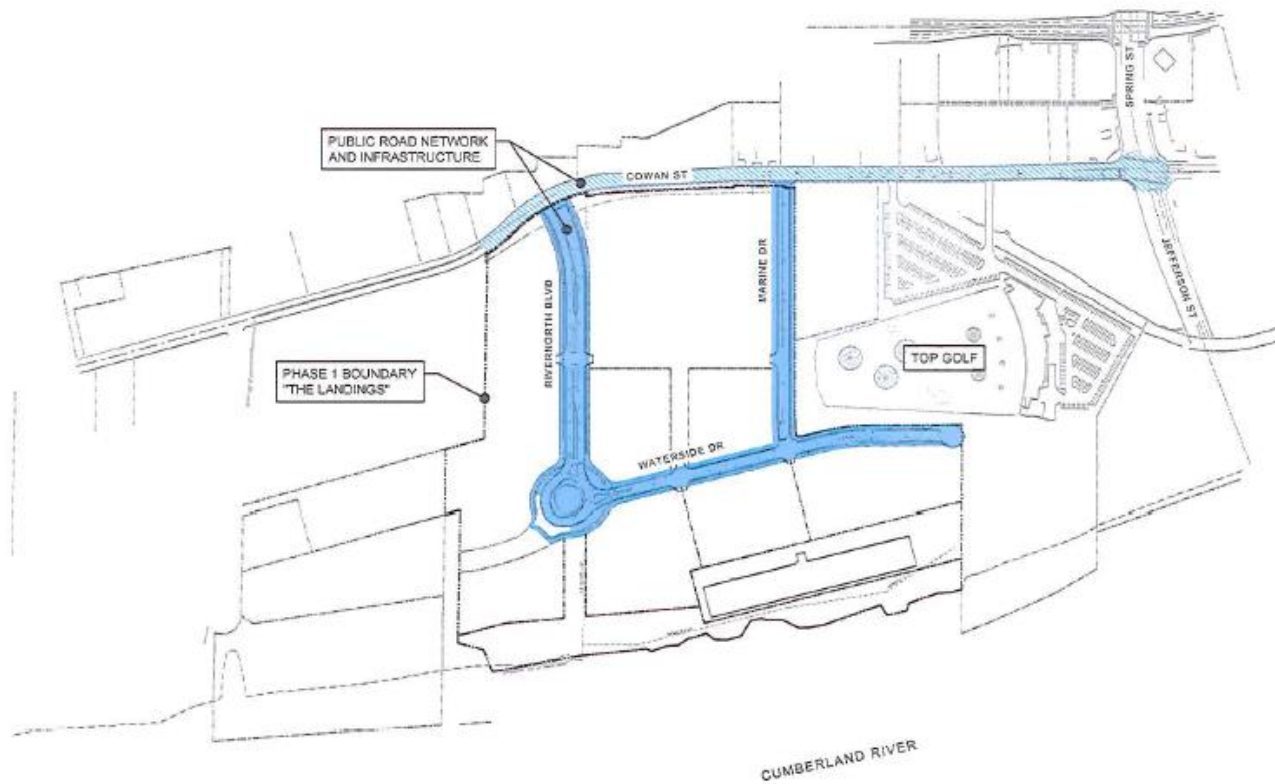
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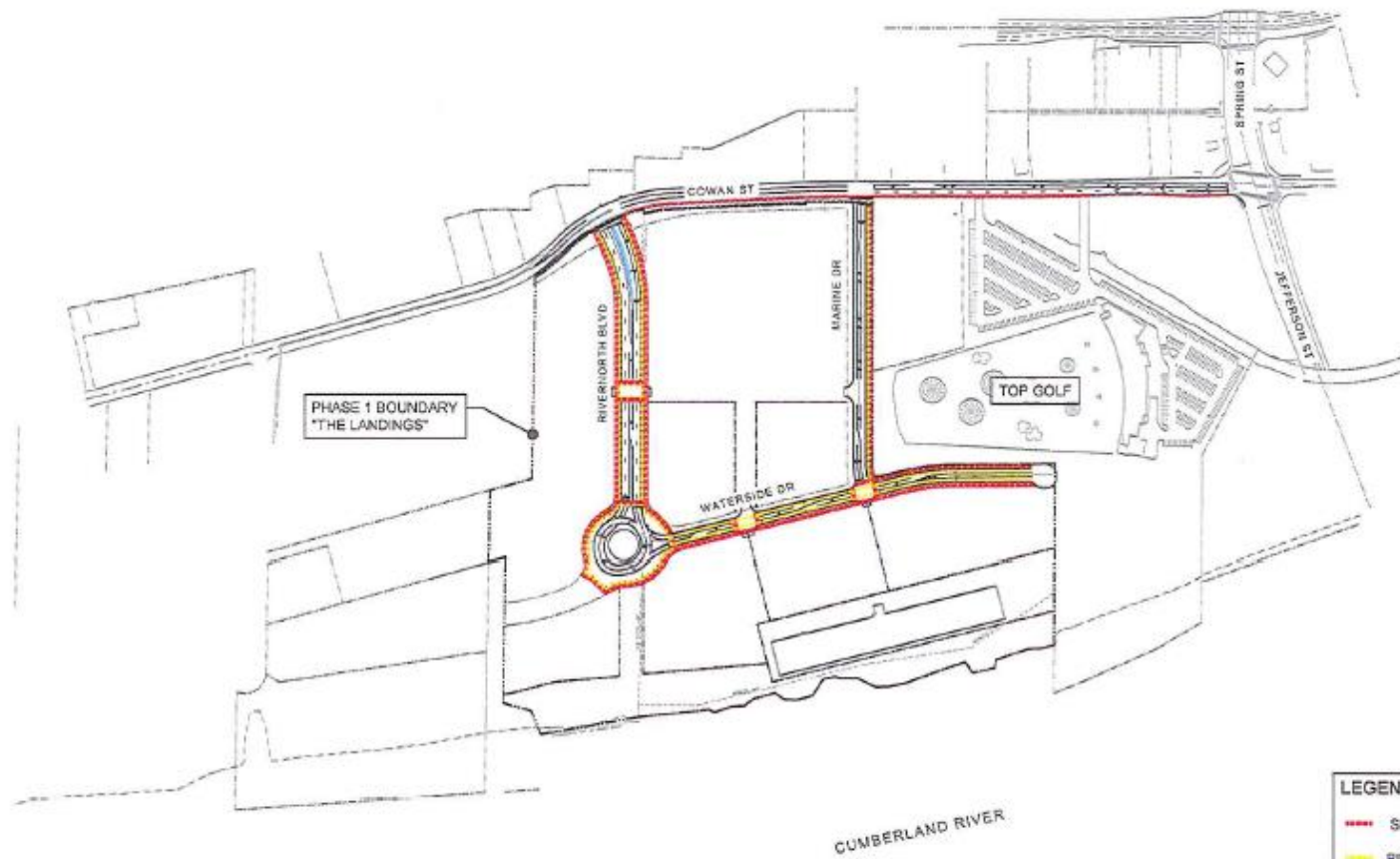
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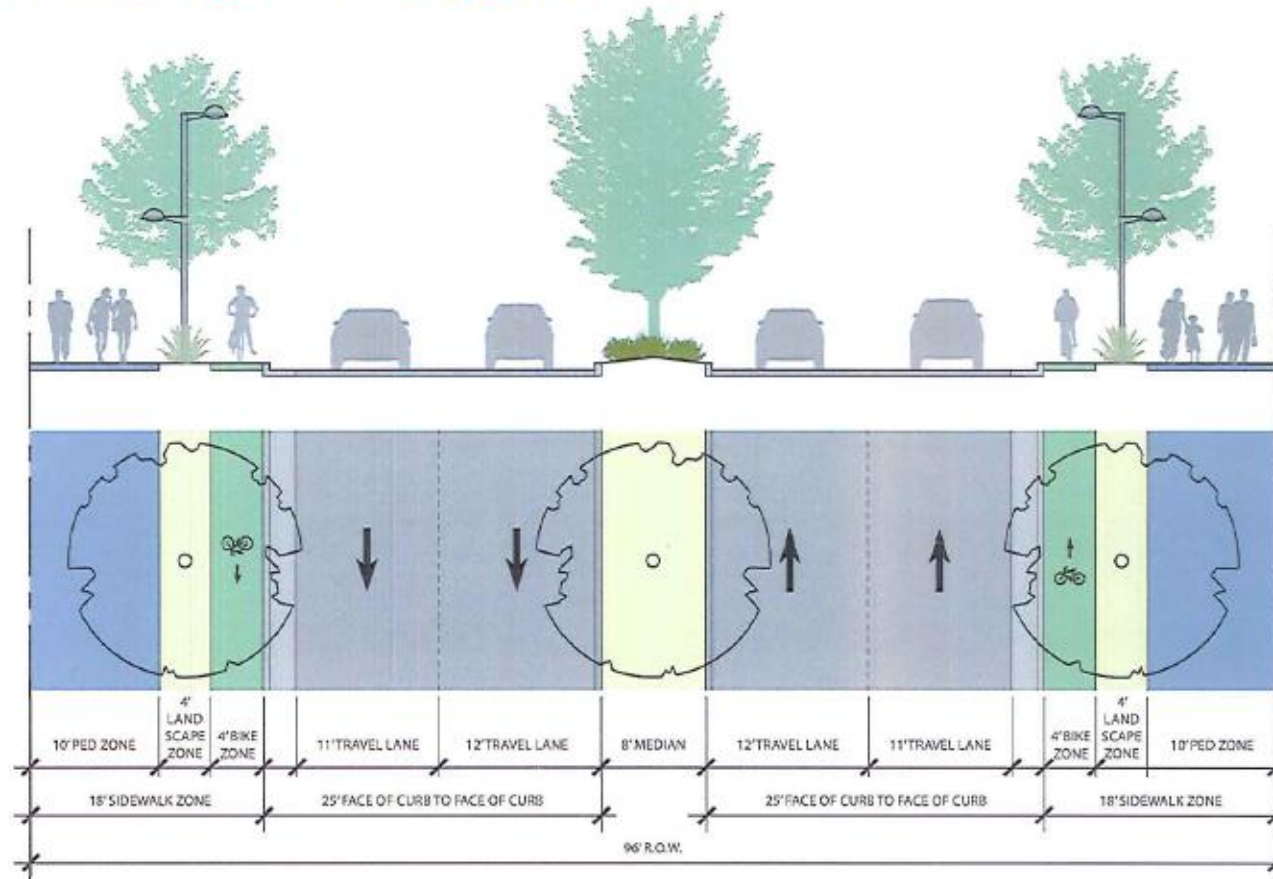
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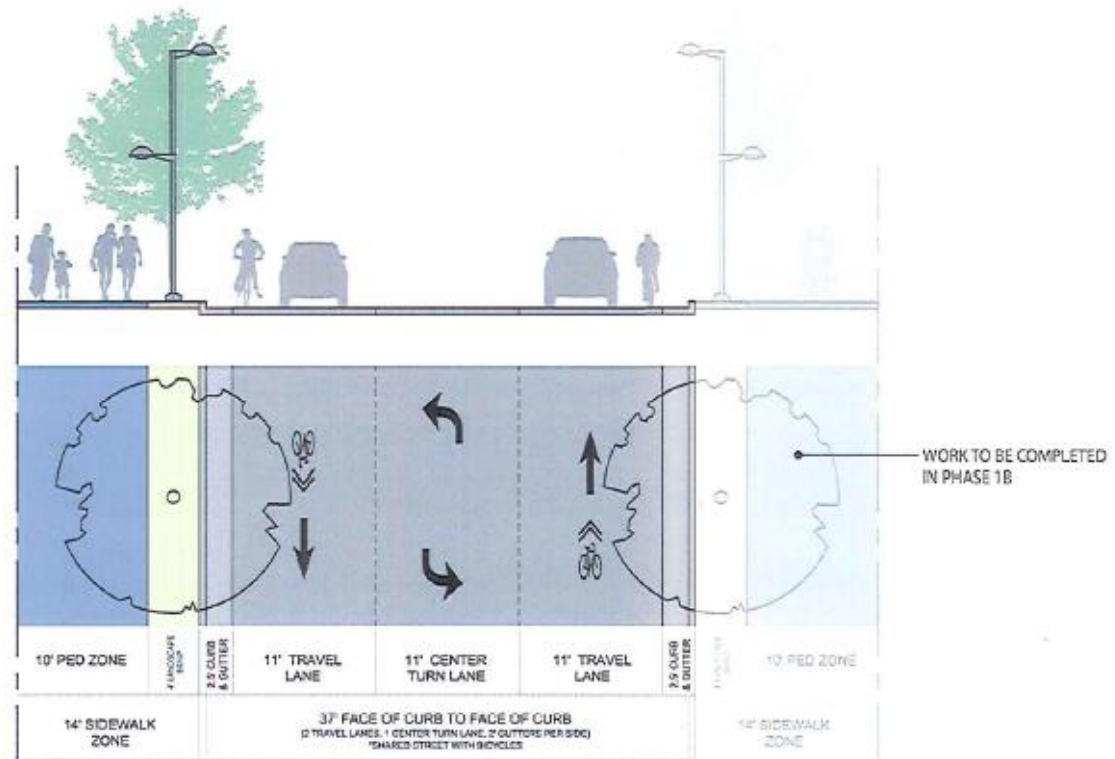




RIVERNORTH BOULEVARD



WATERSIDE DRIVE



MARINE DRIVE

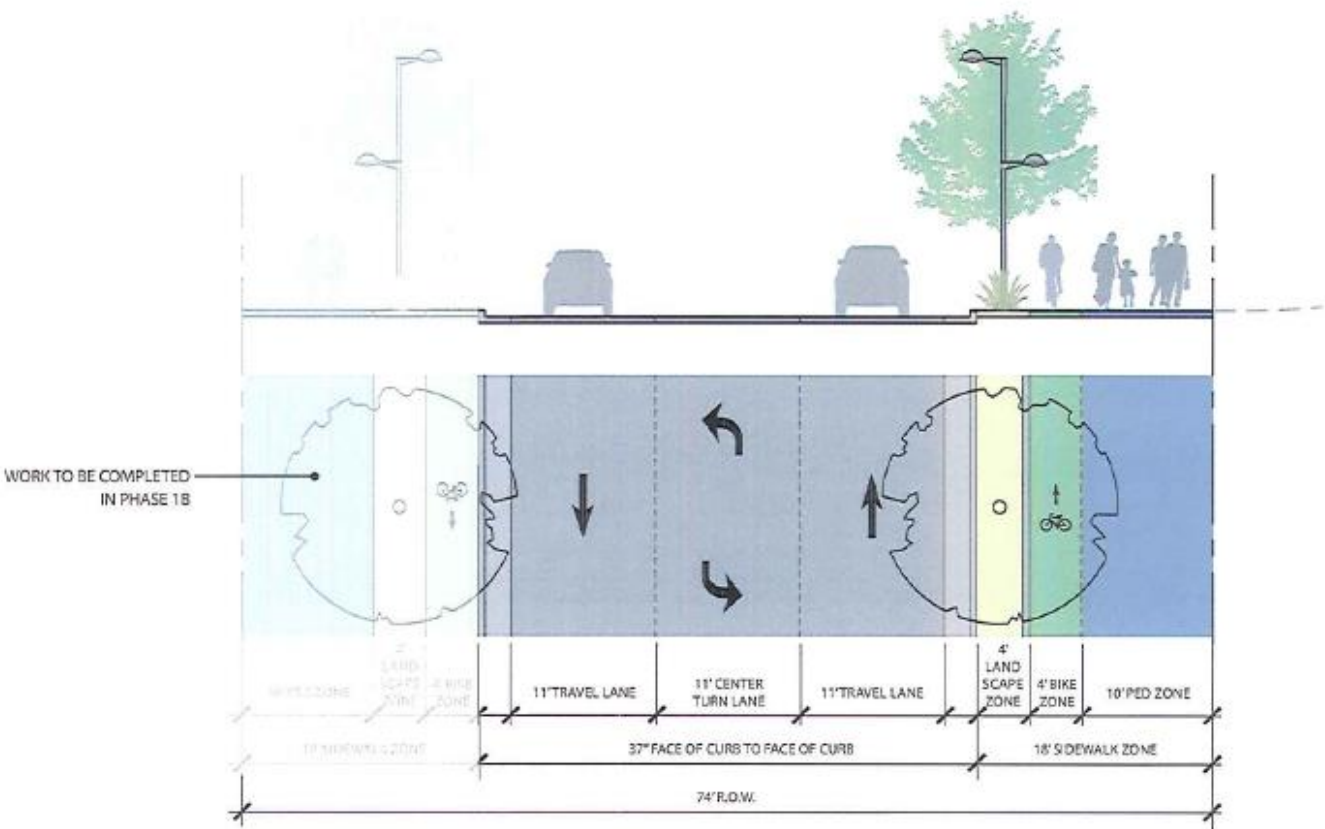


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THE LANDINGS AT RIVER NORTH DEVELOPMENT

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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

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).

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:

09208009000

Address:

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.

RECOMMENDED BY:

DocuSigned by:

Scott Potter

Scott A. Potter, Director
Water and Sewerage Services

DocuSigned by:

Traci Webb

Traci Webb, Director
Public Property Administration

INTRODUCED BY:





Council Member(s)

APPROVED AS TO THE
AVAILABILITY OF FUNDS:

DocuSigned by:



6ACD297069514E9
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 or 615-862-7208.

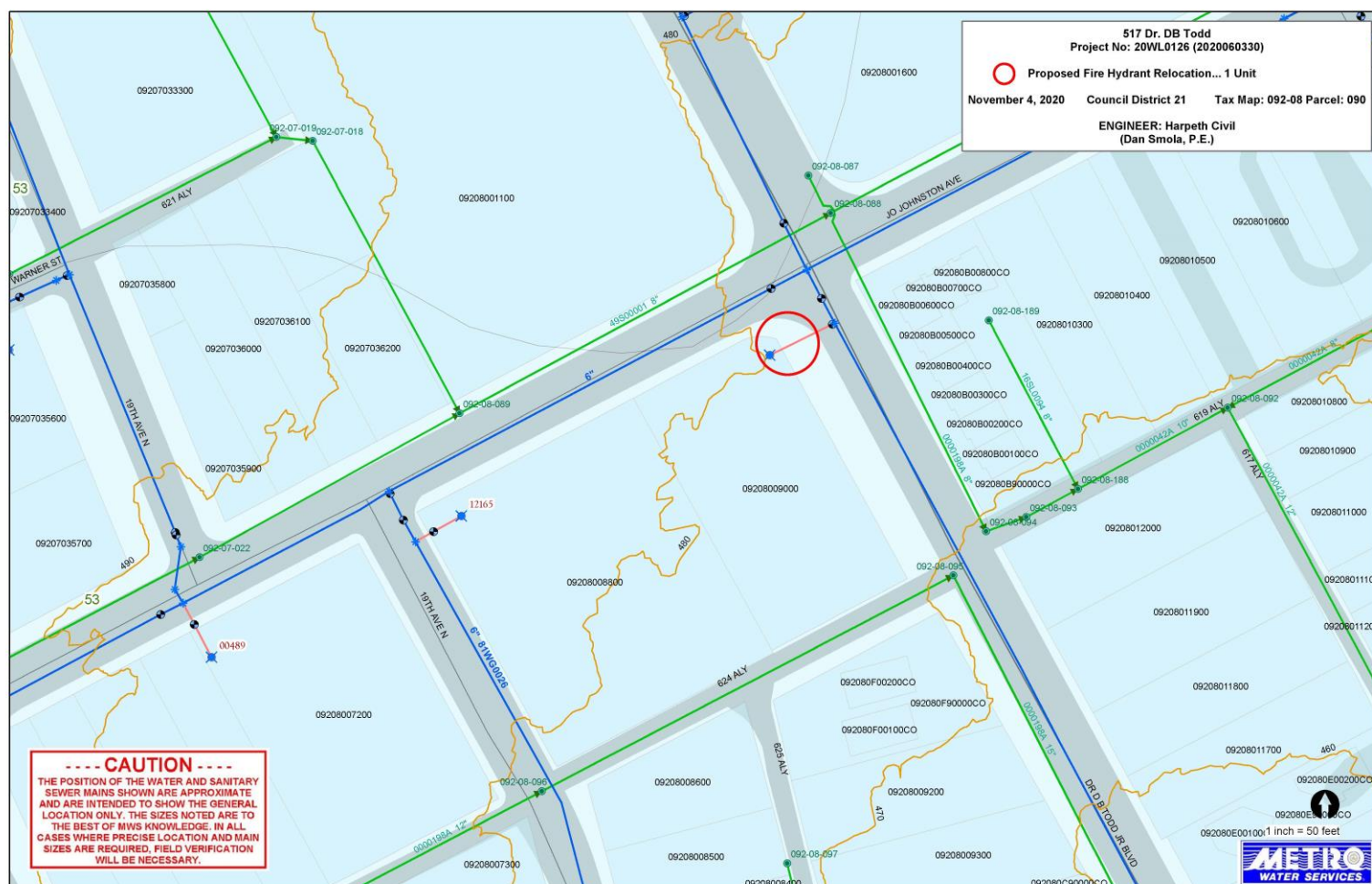
Sincerely,

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).

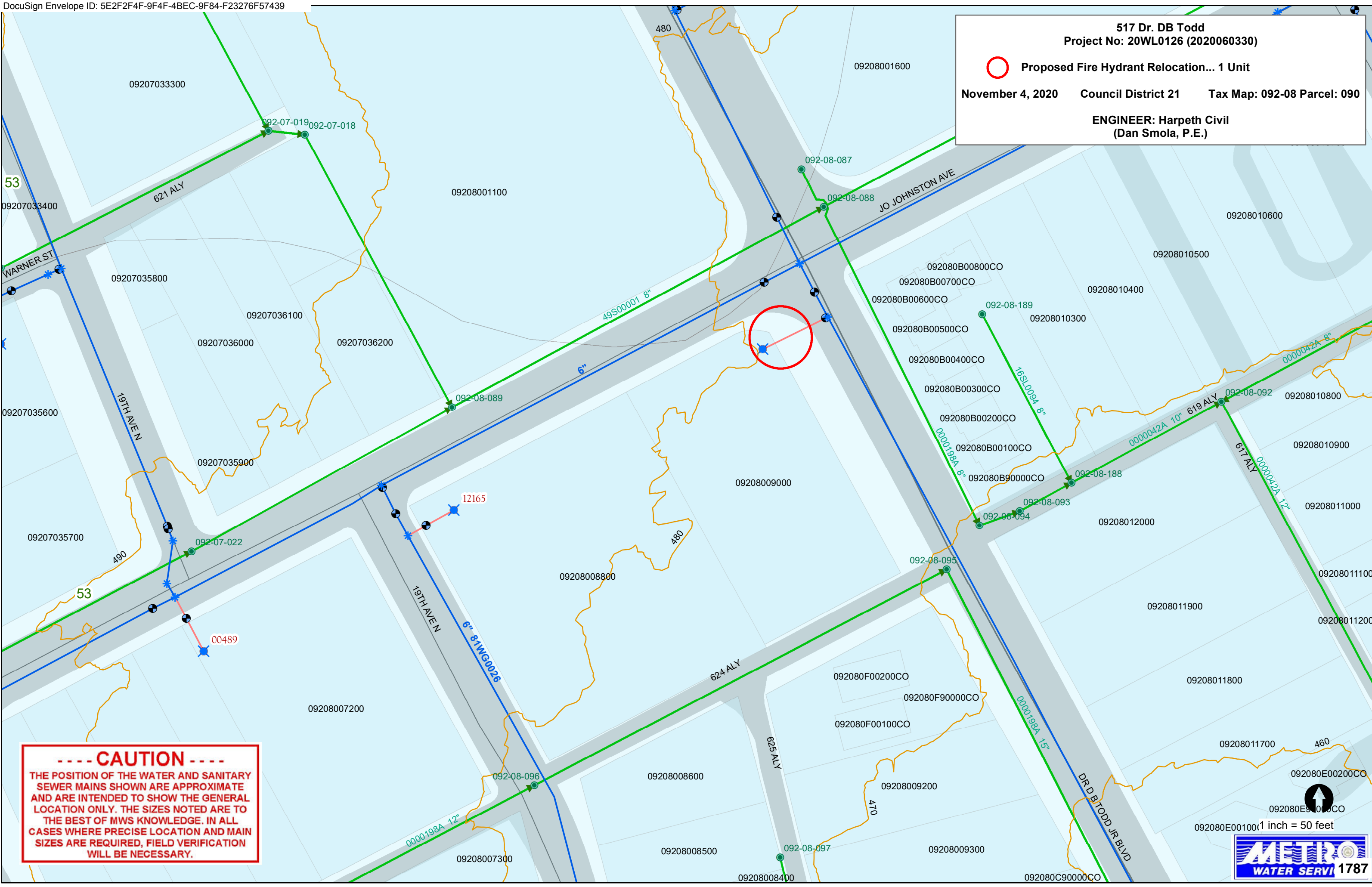


517 Dr. DB Todd
Project No: 20WL0126 (2020060330)

 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.

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 _____

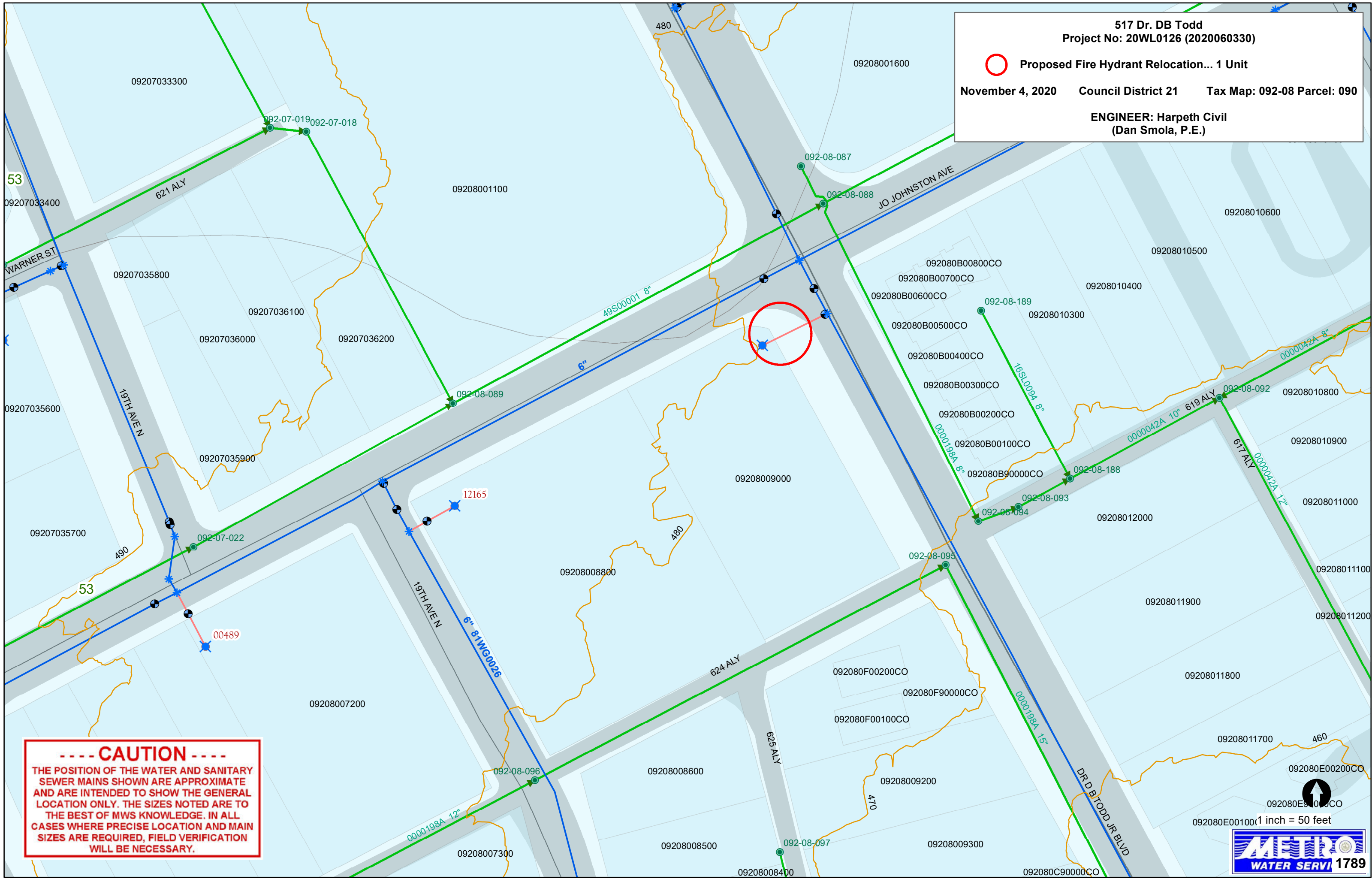
Effective Date _____

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-----

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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:

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.

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).

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:

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

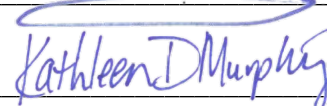
DocuSigned by:

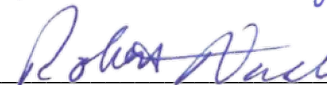
Trael Webb

Trael Webb, Director
Public Property Administration

INTRODUCED BY:







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: 5661Valley 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 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).



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



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-----
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1 inch = 100 feet

METRO

WATER SERVICE

1797



Metropolitan Nashville and Davidson County, TN

Legislation Text

File #: BL2021-600, **Version:** 1

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:

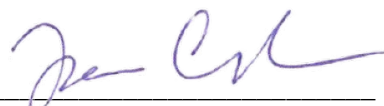
Scott Potter

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 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: 1207 Sweetbriar Avenue
Planning Commission Mandatory Referral #2020M-106ES-001
 Council District #18 – Tom Cash, Council Member

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).



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
ENGINEER: Crunk Engineering 118011B00100CO
(Adam Crunk, P.E.) 118011B00200CO

----- CAUTION -----
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